City of Bowling Green

Minutes of Meeting

May 11, 2021

Present: Commissioner Jones, Vice-Mayor Fite, Commissioner Durastanti, Mayor Gardner, 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 Mayor Gardner.
2. **Prayer** – Commissioner Durastanti
   Flag Salute
3. **Old Business**
   A. **Approval of Minutes**
      1) **Special Meeting – March 25, 2021**
      Commissioner Durastanti made a motion to approve. Motion was seconded by Vice-Mayor Fite. Roll call vote, all in favor, motion carried.

      2) **Regular Meeting – April 13, 2021**
      Vice-Mayor Fite made a motion to approve which was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

   B. **AT&T Lease Renewal**
   Interim City Manager Day stated that he received a letter from AT&T highlighting BlackDot as their representative. He stated that he has tried to negotiate as high as he could and came to $3500 starting in November. He stated that he sent the renewal to Attorney Buhr for review. He recommends signing the lease effective November. Vice-Mayor Fite agreed and stated that this would not be an immediate change and that $3500 a month is better than $0. The renewal also mentions a 3% annual increase. Mr. Day mentioned that they were originally willing to pay $3000 or less a month. Motion to approve the renewal was made by Commissioner Durastanti and was seconded by Vice-Mayor Fite. Commissioner Jones asked about the fiberoptic piece and mentioned that it should be included as part of the renewal. He stated that AT&T is a local carrier and are responsible for fiber-to-home solution. Vice-Mayor Fite commented that CenturyLink has fiber in the City. Mr. Day then commented that AT&T would need a two-year window for design and installation but could relocate. Roll call vote, all in favor, motion carried.

   C. **Main Street Park Pavilion**
   Interim City Manager Day stated that the quotes previously provided had expired. He presented the City Commission with the new quotes for the different pavilions. He mentioned that at the last meeting the Commission was leaning on a pavilion without railings. Vice-Mayor Fite stated that there are two options without the railings. He recommended the 30x30 without rails. He made that into a motion. Motion was seconded by Commissioner Durastanti. City Clerk Silva mentioned that the 30x30 is around $63,000. Jean Kelly of 4640 Bryan asked if the pavilion was part of phase one. She stated that she is

thankful to get something out there. Jim Kelly asked for the amount. The quoted amount is $63,824.64. Roll call vote, all in favor, motion carried.

D. **Ordinance No. 2021-03** – 2nd reading

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).

Attorney Buhr read Ordinance 2021-03. Jennifer Codo-Salisbury of the Central Florida Regional Planning Council stated that this was second reading from R-1 to C-1 in a Commercial zoning district. Vice-Mayor Fite stated that it fits the Future Land Use Map and made a motion to adopt. Motion was seconded by Mayor Gardner. Commissioner Lunn asked if they had resolved the issue with the police. Mayor Gardner responded that they are working on a draft. Interim City Manager Day stated that he hopes to have it by the next Commission meeting. He stated that he, the Chief, and the City Clerk worked on the Special Event Ordinance together. Roll call vote, all in favor, motion carried.

4. **New Business**

A. **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.

Attorney Buhr read Ordinance 2021-01. Jennifer Codo-Salisbury stated that this agenda item came before the City Commission in February. She stated that this is City initiated and it is to correct a mapping error. It is for a proposed land use change. The City Commission asked that it be specific to limit nine (9) units per acre with a binding site plan. This property is located at the intersection of Church and Jones Street. The proposed plan is in the packets and has been reviewed by the City's engineer. There will be no more than eight (8) duplexes. The turnaround was also reviewed by the City engineer and the fire department. Vice-Mayor Fite asked if the occupancy requirements would follow R-2 zoning. Jennifer responded that it is in line/similar with R-2 zoning. There is also a Land Use Amendment specific to this property. Motion to approve was made by Vice-Mayor Fite and was seconded by Commissioner Durastanti. Don Chancey was present representing the owner and asked if they had the site plan with the fence. Jennifer responded that it will be included with second reading. Stacey Daniels asked if this was regarding the green apartments. She stated that her son lives there and asked if they will be better quality. She stated that everything in there is tearing up. Mr. Chancey responded that this will be a different developer with the same design. Attorney Buhr reminded the

City Commission of the adopted Participation Policy and how it does not allow for interaction between the public. He mentioned that the City has no control and that they are inspected by the County. Interim City Manager Day asked Ms. Daniels to have her son come see him if he has an issue. Roll call vote, 4 for, 1 against (Lunn), motion carried.

B. **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 04-33-25-0010-00004-001C); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-02. Jennifer Codo-Salisbury of CFRPC stated that this was a rezoning to a Planned Unit Development. It will contain a fence and private road with the number of units indicated in the site plan. Motion to approve was made by Vice-Mayor Fite and was seconded by Commissioner Durastanti. Roll call vote, 4 for, 1 against (Lunn), motion carried.

5. **Mayor Gardner**

Mayor Gardner stated that DCF has put out a flyer for low-income assistance. He stated that he will give the information to City Clerk Silva to post on the City's Facebook page. He mentioned the fire on Bryan Avenue. He stated that the City is working on some issues and is having the Hardee County Fire Department help with the fire hydrants. Chief Walker and Deputy Snyder were present. Chief Walker stated that they have had resistance from all three cities in the County regarding having fire rescue check the hydrants. He stated that they would be happy to work with the City of Bowling Green. Attorney Buhr stated that it was a great thing to exercise the hydrants. Vice-Mayor Fite asked if there was a map showing all the hydrant locations. Public Works Supervisor Wayne Prine responded yes. Vice-Mayor Fite made a motion to allow Attorney Buhr and Interim City Manager Day to work on an agreement to allow for Hardee County Fire Rescue to exercise the hydrants. Attorney Buhr suggested writing a letter to the customers that this is being done sine this will possibly affect their water. Chief Walker commented that sometimes they do break. He stated that the fire on Bryan Avenue could have been worse. Commissioner Lunn seconded the motion. Public Works Supervisor Wayne Prine stated that when he did the flushing he did it from the 2 ½ in. port. Deputy Snyder commented that they will do them all. They also mentioned that although the hydrants have beautiful paintings on them, there is a color code for the hydrants. Interim City Manager Day commented that the City has ordered two (2) more hydrants today and that Mr. Prine will take care of the hydrant on Bryan Avenue tomorrow. Public Works Supervisor Prine stated that the City has five (5) different types of hydrants and he is trying to stay with one kind. Attorney Buhr stated that the engineer should review the plan. He stated that the brands are important because of the parts. Roll call vote, all in favor, motion carried. Vice-Mayor Fite then brought up the there is a fire station here in Bowling Green and mentioned the 2-in/2-out rule. Chief Walker elaborated on the subject and stated that they are required to have 2 firefighters in and 2 fire fighters outside and would like to get an officer from Bowling Green to assist. Vice-Mayor Fite asked him what the City Commission can do for them. Chief Walker commented that it is the power of politics that is in their pockets. He did mention however that in the case of an emergency they do not have to go by that rule. He stated that they just purchased a 100kw generator on Monday.

6. **Recreation Committee**

Mayor Gardner stated that the event held Saturday was a success. He stated that the Recreation Committee would like to move their meetings to Mondays at the Chambers. City Clerk Silva commented that as long as there was someone present to let them in. Mayor Gardner stated that he can let them in the chambers for their meetings.

7. **Commissioners**

Commissioner Jones mentioned that he will be sending City Clerk Silva information for farmworkers for help with rent or light bills. He stated that he obtained prices for 2 garbage trucks, the claw truck, and the backhoe. He stated that he is piggybacking off of a bid. He mentioned that he received an e-mail today concerning the American Rescue Plan and that he also reached out and spoke to the parent company over CenturyLink regarding providing access to broadband. Commissioner Durastanti stated that in reading the letter provided by Allen, Norton, and Blue it states that it is not uncommon to elevate an Interim. He likes what the attorney said and made a motion to make Tim Day the City Manager for Bowling Green subject to a contract. Mayor Gardner seconded the motion. Vice-Mayor Fite commented that they should still go with interviews. Commissioner Durastanti responded that he appreciates his thoughts but he is sticking with Mr. Day. There was some discussion on hiring within. Commissioner Jones commented that they wouldn't be hiring from within since Mr. Day comes from somewhere else and had to go through the interview process for the Interim position. Roll call vote, all in favor, motion carried. Commissioner Durastanti stated that he would like for Mr. Day to start at $75,000 year and made it in to a motion. Commissioner Lunn seconded the motion. Mr. Day asked if that had to be negotiated right now. He stated that he would like to keep his own medical coverage. Commissioner Durastanti asked about the length of the contract. Attorney Buhr commented that it is usually up to 3 years and then renew. He stated that he should work with Allen, Norton, & Blue on the negotiation and to include the Mayor in the negotiation. He stated that the Commission can then approve or modify the agreement. Vice-Mayor Fite also spoke on the American Recovery Act. He stated that the Florida League of Cities will be the primary point of contact. He said information will be posted on their website. He asked if the impact study with Florida Rural Water was completed. Mr. Day responded that it has been done but they still have a list of items that they need. Vice-Mayor Fite asked about the annexation of the City owned properties. Mr. Day responded that a survey needs to get done. Vice-Mayor Fite stated that he also gathered some information on side loading garbage trucks. He stated that the City can pay and implement the use of these. Commissioner Jones commented that the information that he provided for the vehicles is for new vehicles and not used ones. Vice-Mayor Fite mentioned that labor is an issue right now. Mayor Gardner commented that he thinks using a side loader is a good idea. Commissioner Durastanti stated that the City's new City Manager should look in to this. Vice-Mayor Fite commented that this can be purchased with USDA money. Commissioner Lunn commented that the City looks good and he likes living here.

8. **City Attorney**

Attorney Buhr stated that the Governor issued two (2) Executive Orders. They did away with the Cities Emergency Resolutions regarding COVID-19. He stated that he will do a resolution for the City to do away with it also.

9. **City Manager**

Mr. Day commented that the fire situation on Bryan Avenue could've been worse and that the owner is now making plans on where he will live. He stated that he will be attending the Legislative breakfast tomorrow. He stated that he and Vice-Mayor Fite will both be

attending the Ridge League of Cities dinner this Thursday. He commented on the burn pile and that he looked at prices and it would cost the City $6,200 to have a contractor come in and do it. He stated that the City will take care of it a little at a time. He mentioned that the concrete will be taken out before burning. He commented that Public Works employee Roy Briseno is back to work on light duty. He mentioned that trash pick-up is 2 times a week right now and it takes up 3 City employees. He mentioned that the City will be ordering more fire hydrants. He also thanked the City Commissioners for the vote.

10. **Police Chief**

    Nothing to discuss.

11. **City Clerk**

    Nothing to discuss.

12. **Public**

    Mr. Stevens of 808 Lake Branch Road mentioned that he has purchased some property off of St. Johns Rd. He mentioned that the road runs to a dead end at his property. He stated that he is not against an easement and that he has already spoken to MOSAIC. Attorney Buhr told him that the City can not close a County road. Mr. Stevens responded that he is coming before the City Commission because there is a non-refundable fee that he has to pay to get this done and would like to see if the City will have any objection to his request at the County level. Vice-Mayor Fite asked him if he would consider annexing in to the City. Mr. Stevens responded that he would probably not annex. Commissioner Durastanti commented that he would not oppose but the City has to have access to their property. Attorney Buhr asked Vice-Mayor Fite to turn in his drawing to City Clerk Silva as it is now public record. Mr. Day stated that it is not touching the City property. Attorney Buhr told Mr. Stevens that he can not say that the City will have access just for emergencies. Chief Scheel asked Public Works Supervisor Prine if they will still have access. Mr. Prine responded yes and that they can just build another road if they have to.

Mayor Gardner adjourned the meeting.

Duane Gardner, Mayor

Maria Carmen Silva, City Clerk

RESOLUTION NO. 2021-02

A RESOLUTION OF THE CITY COMMISSION OF BOWLING GREEN, FLORIDA PROVIDING FOR TERMINATION OF COVID-19 EMERGENCY RESOLUTION #2020-05 TO COMPLY WITH THE GOVERNOR'S EXECUTIVE ORDERS EO 21-101 & EO 21-102; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 19, 2020, the City passed Resolution 2020-05 to allow emergency powers to protect the public safety, health and welfare and accommodate emergency government needs during the COVID-19 pandemic; and

WHEREAS, Governor DeSantis has issued Executive Order EO 21-102 (Exhibit "A"), effective immediately, suspending "all local COVID-19 restrictions and mandates on individual and businesses"; further eliminating and superseding "any emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency"; and, also prohibiting any municipality from renewing emergency orders enacted under Chapter 252 or 166 Florida Statutes that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency; and

WHEREAS, Governor DeSantis has issued Executive Order EO 21-101 (Exhibit "B"), effective July 1, 2021, which declares, as of the effective date, "any emergency order issued by a [municipality] due to COVID-19 which restricts the rights and liberties of individuals or their businesses is invalided.; and,

WHEREAS, it is the opinion of the City Attorney that Resolution 2020-05 no longer has any legal efficacy based on the Governor's Executive Orders and the circumstances described in the Governor's Executive Orders, and should be terminated.

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

1. Resolution 2020-05 is hereby terminated.
2. This Resolution shall be effective immediately upon passage.

IN WITNESS WHEREOF, the City of Bowling Green, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this this 16th day of June 2021.

The vote was:

This Resolution was passed at the regular ☐ special ☐ session of the City Commission held on June 16, 2021. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Gardner	☐	☐	☐	☐
Commissioner/Vice Mayor Fite	☐	☐	☐	☐
Commissioner Durastanti	☐	☐	☐	☐
Commissioner Lunn	☐	☐	☐	☐
Commissioner Jones	☐	☐	☐	☐

(Seal)

ATTEST:

By:_____

Carmen Silva, City Clerk

CITY OF BOWLING GREEN, FLORIDA

By:_____

Duane Gardner, Mayor

APPROVED AS TO FORM:

_____

Gerald Buhr, City Attorney

RESOLUTION NO. 2021-03

A RESOLUTION OF THE CITY COMMISSION OF BOWLING GREEN, FLORIDA PROVIDING FOR TERMINATION OF TEMPORARY MORATORIUM ON UTILITY CAPACITY FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, with the improvement of state-wide and local financial conditions, the City Commission has determined that there is no further need for a temporary capacity fee moratorium to be in place to inspire development; and

WHEREAS, City Code sections 38-23(c)(1) & (2) provide that the temporary moratorium established by that section may be terminated by resolution of the City Board of Commissioners;

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

1. The moratorium established by City Code section 38-23(c)(2) is hereby terminated.
2. This Resolution shall be effective immediately upon passage.

IN WITNESS WHEREOF, the City of Bowling Green, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this this 16th day of June 2021.

The vote was:

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This Resolution was passed at the regular ☐ special ☐ session of the City Commission held on June 16, 2021. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Gardner	☐	☐	☐	☐
Commissioner/Vice Mayor Fite	☐	☐	☐	☐
Commissioner Durastanti	☐	☐	☐	☐
Commissioner Lunn	☐	☐	☐	☐
Commissioner Jones	☐	☐	☐	☐

(Seal)

ATTEST: **CITY OF BOWLING GREEN, FLORIDA**

By:_____ By:_____

Carmen Silva, City Clerk Duane Gardner, Mayor

APPROVED AS TO FORM:

_____

Gerald Buhr, City Attorney

HAY LEASE AGREEMENT

THIS AGREEMENT, made this 17th day of June, 2021, between the City of Bowling Green Florida, a Florida municipal corporation with a business address of 104 E. Main Street, Bowling Green, FL 33834-0608, hereinafter referred to as "LESSOR", and John Paris, with a business address of 6595 Mount Pisgah Rd. Fort Meade, Florida 33841, hereinafter referred to as "LESSEE".

WITNESSETH

In consideration of Lessor leasing said track to Lessee and other terms and consideration contained herein, the receipt and sufficiency Lessee acknowledges and accepts, Lessee agrees to accept the Property under the following terms and conditions:

1. **Property Leased.** That the Lessor leases to the Lessee a tract of real estate of approximately 9.1 acres, AS-IS and WHERE-IS, located on **Lake Branch Rd** in Hardee County, Florida, and identified by the county as parcel **#09-33-25-000-05070-0000** (hereinafter known as the "Property").

2. **Lease Term; Termination.** This Agreement is for a period commencing June 17th, 2021, and continuing until terminated by either party, by the terminating party providing notice of termination not less than thirty (30) days prior to the terminate date, for cause or for convenience. Lessee understands and agrees that Lessor intends to sell the Property, and such sale may affect the ability or timing of Lessee's harvest of hay. If Lessee has seeded for hay at the time notice is received, then the termination date shall be the sooner of: a) The date the hay crop is harvested and removed by Lessee as required by the Agreement; or, b) not more than thirty (30) days, regardless of whether the hay has been harvested. Lessor shall not be responsible for any losses to Lessee for failure to harvest before the termination day, the failure of the hay to reach full maturity, or for any reason caused by the termination of this Agreement according to its terms.

3. **Rent.** Lessee agrees to pay Lessor $ 15.00 per acre (9 acres) for a total annual rental amount of $ 1620.00 payable (monthly) with the first payment due on June 17th 2021. Failure to make said payment by the due date shall result in this Agreement being immediately terminated.

4. **Purpose.** Lessor leases the Property to Lessee for the sole purpose of hay growing, harvesting and removal of the hay for Lessee's sale or use.

5. **Maintenance Responsibility.** Lessee agrees to cut, bail, and remove all hay at least 2 times during the term of this Agreement, and under no circumstances allow the Property to become overgrown, even if the hay is unusable. The Property is to be mowed clean with no patch work being permitted. Lessor reserves the right to issue a notice to mow to Lessee in the event Lessor determines the hay is ready to be harvested and Lessee has failed to act 15 days from the date of the notice to begin mowing. All bales must be removed from the Property within 15 days of being mowed or within 30 days of a notice to mow being sent whichever occurs first. Lessee has no other Property rights other than those necessary or prudent to allow the purpose stated herein.

6. **Soil Improvements; No Liens.** In the event Lessee chooses to apply fertilizer or make other improvements to the hay meadow, all such applications or improvements shall be at Lessee's sole expense

with no amount being reimbursed or owing by Lessor. Lessee shall make no other improvements without the written approval of the City, and shall not under any circumstances, allow the Property to have a lien placed on it by fault or activities of Lessee.

7. **Indemnification**. Lessee shall defend, indemnify and hold harmless lessor and all of lessor's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, expert witness fees, attorneys' fees, and court costs, whether incurred at the trial or appellate level, which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of lessee, lessee's agents or employees in performance or non-performance of lessee's obligations under the agreement. Lessee recognizes the nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to lessor when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by lessor in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. this clause shall survive the termination of this agreement.

a. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Lessee of his liability and obligation to defend, hold harmless and indemnify Lessor as set forth in this section of the Agreement.

b. Nothing in this Agreement shall be construed to extend Lessor's liability beyond that provided in Florida law, including without limitation, section 768.28, Florida Statutes.

c. In the event any lawsuit or other proceeding is brought against Lessor by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from Lessor, resist and defend such lawsuit or proceeding by counsel satisfactory to Lessor or, at Lessor's option, reimburse Lessor for use of the City Attorney or counsel selected to defend Lessor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary or prudent by the City Attorney, any sums due to the Lessees under this Agreement may be retained by Lessor until all of the Lessor's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Lessor.

8. **Insurance.** Lessee is responsible to maintain the following insurance on the Property and Lessee's activities thereon, written by a company satisfactory to Lessor and at Lessee's expense:

a. Lessee shall, at his sole cost and expense, procure and maintain at all times in full force and effect a policy or policies of insurance as specified herein, naming Lessor as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence, or location of the Property. Lessee shall provide proof of a commercial general liability insurance policy with coverage at the limits of one million dollars ($1,000,000), which shall be primary to any insurance that might be carried by Lessor. Said limits may be revised upward at Lessor's option on an annual basis, and Lessee shall so revise such amounts within thirty (30) days following notice to Lessee of such requirements or turn over the Property to

Lessor. Lessee shall maintain said insurance with insurance underwriters authorized to do business in the State of Florida, and AM Best rated at least as an A+ insurer. As Exhibit A to this Agreement, Lessee shall furnish Lessor with a certificate of insurance as proof that such coverage has been procured and is being maintained thereafter during the term of this Agreement or any renewal thereof and attach such Exhibit A prior to execution of this Agreement. Said insurance coverage procured by Lessee as required herein shall be considered, and Lessee agrees that said insurance coverage Lessee procures as required herein shall be considered, as the primary insurance over and above any other insurance, or self–insurance, available to Lessor, and that any other insurance, or self-insurance available to Lessor shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Lessee as required herein. The certificate shall contain a waiver of any right of subrogation against Lessor and shall name Lessor as an additional insured and the policy shall have a thirty (30) day notice in favor of Lessor prior to any cancellation or substantial change in coverage.

b. Nothing in this Agreement shall be construed to extend Lessor's liability beyond that provided in Florida law, including without limitation, the limitations provided in section 768.28, Florida Statutes.

9. **No Assignment or sublet**. Lessee shall not assign this Agreement or sublet the Property.

10. **Property Inspection**. Lessor shall have the right to enter and inspect the Property at all times and all days.

11. **Comply with Law**. Lessee shall comply with all laws as to the occupation and use of the Property.

12. **Amendments.** All changes to this Agreement shall be in writing and by mutual agreement between the parties.

13. **Termination for Breach of Agreement**. Lessor reserves the right to suspend cutting, bailing or removal of hay for any just cause.

14. **Waiver.** Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

15. **Document a Result of Mutual Draftsmanship**. The parties agree that this Agreement was negotiated at arms' length, with both parties having an opportunity for representation by counsel and negotiation, therefore, this agreement shall not be construed against either party on the basis for authorship of the Agreement or any provision hereof.

16. **Attorneys' Fees and Costs**. If either party takes legal action to enforce the terms or conditions of this Agreement, the prevailing party will be entitled to an award of all costs of the action, including reasonable attorneys' and paralegals' fees, including appeals.

17. **Paragraph Headings.** The titles and paragraph headings are for convenience only and shall not be used to construe any part of this Agreement.

18. **Notices.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be sent by US Mail or nationally recognized courier (UPS FedEx, etc) addressed to:

    a. To the Lessor at: City Manager, City of Bowling Green, Florida, 104 E. Main Street, Bowling Green, FL 33834-0608.
    b. To Lessee at: 6595 Mount Pisgah Rd. Fort Meade, Florida. 33841.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as follows:

LESSOR

This Agreement was approved at the regular ☐ special ☐ session of the City Commission held on June 16, 2021. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Gardner	☐	☐	☐	☐
Commissioner/Vice Mayor Fite	☐	☐	☐	☐
Commissioner Durastanti	☐	☐	☐	☐
Commissioner Lunn	☐	☐	☐	☐
Commissioner Jones	☐	☐	☐	☐

ATTESTED: **CITY OF BOWLING GREEN, FLORIDA**

_____ _____

Carmen Silva, City Clerk Duane Gardner, Mayor

APPROVED AS TO FORM AND CONTENT:

_____

Gerald T. Buhr, City Attorney

LESSEE

DATE

_____ _____

John Paris

EMPLOYMENT AGREEMENT

CITY MANAGER

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the last date executed below by the CITY OF BOWLING GREEN, FLORIDA, a Florida municipal corporation ("City"), and **Timothy Day** ("Manager").

Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions of the Manager employment by the City.

Understandings

In consideration of the mutual promises below, the City and the Manager agree as follows:

1. **Appointment**. The City hereby appoints **Timothy Day** as its Town Manager. **Timothy Day** hereby accepts such appointment.

2. **Relocation**. Within one year of commencing employment with the City, the Manager agrees to locate his or her residence to within a 30 mile radius of the City.

3. **Duties**. The Manager will be the chief administrative officer of the City and will report to, and be directly responsible to, the City Commission of all City affairs. The Manager will perform all functions and duties as specified in the City Charter, City ordinances, Commission resolutions, and job description approved by the Commission, and as may be directed by the Commission. The Manager shall attend all meetings of the Commission, Planning and Zoning Board, Board of Adjustment and Code Enforcement Board, unless excused by the Commission, and shall have the right to take part in discussions, but not vote. The Manager may also attend meetings of the City's advisory and appointment boards.

4. **Performances**. The Manager agrees to devote his full time and attention to the business of the City, a minimum of 40 hours per week. Monday through Friday, and to perform all such duties and functions diligently, competently and professionally and within the deadline, within a reasonable period of time. The Commission shall be the sole judge of whether the Manager has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by a majority vote of the Commission, the Manager will not undertake any outside employment or business activities. However, this paragraph will not be construed to prohibit or restrict the Manager from serving without pay on non-profit boards or

providing any other charitable or civic services without compensation, provided such services do not interfere with the Manager's duties and performance under this Agreement.

5. **Compensation and Benefits**.

(a) **Salary** The City agrees to pay Employee for services rendered an annual base salary of Seventy-Five Thousand Dollars ($ 75,000 .00), payable in installments on the same dates and basis as the City pays all other employees.

The City Commission will evaluate Employee's performance at or about the end of each year during the term of this Agreement and at any other times as the City Commission may elect. The City Commission, in its sole discretion, may elect, but is not required, to increase Employee's salary or benefits at any time during the term of this Agreement.

(b) **Vacation and Holiday Pay**

The Manager will receive 120 hours of annual leave per year. The Manager will not be eligible for compensatory (comp") time. Prior to taking paid vacation days, the Employee will provide reasonable advance written notice to the City Commission. The Commission shall have the authority to deny the Employee's vacation requests where the Commission determines the leave is not in the City's best interests.

(c) **Sick Leave**

Employee will receive twelve (12) paid sick days per year. Accruing one per month. The Manager will not be eligible for compensation for unused sick leave during employment or upon termination of employment for any reason.

(d) **Medical**

Employee will **NOT** participate in receiving medical benefits from the City but will receive the dollar amount the City would have contributed on the Managers behalf.

(e) **Retirement**

In addition to the base salary paid to the Employee, the City agrees to contribute Dollars and Zero Cents ($ .00) into a 403(b) plan on Employee's behalf. The payments made hereunder are made in lieu of Employee's participation in any other City retirement plan, which Employee voluntarily elects not to participate in. The City agrees while Employee is employed by the City to execute all necessary agreements in connection with any such deferred compensation or retirement plan in order to allow for Employee's continued participation therein.

(f) **Profession Development**

The City shall pay Employee's reasonable dues, subscriptions, and travel expenses along with subsistence expenses for continuing education, membership, and participation in professional associations and organizations.

(g) **Cell Phone Allowance.**

The City shall provide Employee with a monthly cell phone allowance equal to Forty-Four Dollars and Thirty-Eight Cents ($44.38) for Employee to provide a cell phone for his use for City business. Employee shall keep all Commissioners, Department Heads, City Attorney and City Clerk advised as to this cell phone number. The Employee shall abide by all applicable laws with respect to the use of the City cell phone including, but not limited to, the Florida Sunshine Law and the Florida Public Records Law.

6. **Vehicle.**

(a) The City agrees to provide Employee with a City-owned vehicle at no cost to Employee and to pay for the maintenance, insurance, fuel, and all other operational costs.

(b) Employee shall immediately report to the Mayor any accident in which the City vehicle is involved, regardless of circumstances of the accident.

(c) Employee will not allow anyone other than himself, an Employee of the City, or an elected official of the City to drive his assigned City vehicle.

7. **Employee Cooperation and Obligation**

(a) In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the City Manager of the City Bowling Green, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail in said action, regardless of whether the assistance is needed during the term of Employee's employment with the City or at any time after the Employee's employment with the City has ended.

(b) Employee further agrees that unless required by law, he will not cooperate with or assist any party, person, or entity who has, had, or may have, or asserts that he has or may have any claim or any nature against the City, its agents, officers, Employees, City Commissioners or representatives, without the express written permission of the City Commission, or its designee.

(c) Employee shall not disclose any confidential information involving the business of the City to any person or entity without the written permission of the City Commission, or its designee, unless required to do so by law.

(d) Restrictions set forth in subparagraphs B and C above shall not apply in instances of governmental entities with jurisdiction over a claim of a violation of law.

(e) The commitments made in Section 11 shall survive the termination of this Agreement and be enforceable by the City so long as the law allows.

8. **Term and Termination.**

(a) **Term.** The term of this Agreement ("Term") will begin on or before June, 2021 and continue for a period of three years unless terminated earlier pursuant to subparagraphs (b) or (c) below. The Commission and the Manager will confer at least sixty days prior to the end date of the Term to determine whether the parties are interested in extending or renewing the Agreement. If the Term of this Agreement is not extended or renewed, either party will have any obligation to the other upon expiration of the Term.

(b) **Termination By City Without Cause.** This Agreement may be terminated during the Term without cause by the City upon sixty (60) days' prior written notice to the Manager. The City may elect to pay the Manager his normal pay and benefits in lieu of the Manager working some or all of such 60-day notice period. The City may condition the payment of pay-in-lieu-of-notice on the Manager executing a general release of claims in favor of the City, in a form acceptable to the City Attorney.

(c) **Termination For Cause.** The Manager may be immediately terminated during the Term upon a majority vote of the Commission for cause. For purposes of the Agreement, "cause" means:

(i) A failure to perform the Manager's duties as required by the Agreement (other than a failure enumerated in (ii) through (iv) below), provided the Manager is provided written notice of such failure and fails to correct the deficiency with in 30 days. Notwithstanding the foregoing, in the event the Commission determines that the deficiency is not correctable, or another failure occurs again within a 12-month period after a 30-day written warning is given, the City many immediately terminate this Agreement upon a majority vote of the Commission.

(ii) Dishonest or unethical conduct.

(iii) "Misconduct" as defined in Section 443.036 (29), Florida Statues.

(iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.

If the Manager is terminated for cause, the City will be obligated to pay the Manager his compensation and benefits through the date of termination only.

9. **Resignation By Manager**. This Agreement may be terminated during the Term by the Manager upon sixty (60) days' prior written notice to the City. If the Manger fails to provide the required written notice, the Manager's compensation and benefits will cease following his last day of active employment with the City, and the Manger will be liable to the City for liquidated damages in an amount equal to the Manager's salary during the 60 days preceding the last day of the Manager's active employment with the City. If the Manger provides the required written notice, the City may elect to accelerate the Manager's last day of active employment and pay the Manger his normal pay and benefits in lieu of the Manager working some or all of such notice period. The City may condition the payment of pay-in-lieu-of-notice on the Manager executing a general release of claims in favor of the City in a form acceptable to the City Attorney.

10. **Return of City Property.** Upon separation of employment for any reason, the Manager will immediately return all City property to the City, including but not limited to vehicle, keys, computer, credit cards, documents, and any and all other property of the City in the Manager's possession or control. Upon separation of employment the Manager will immediately cease accessing the city's computer systems, except to the extent permitted by the general public.

11. **General Provisions.**

(a) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(b) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.

(c) **Amendments.** This agreement constitutes the entire agreement between the parties and supersedes all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by the majority vote of the Commission.

(d) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

(e) **Governing law/jury waiver.** This Agreement will be governed by the laws of the State of Florida. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this Agreement.

(f) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this Agreement.

Timothy Day

_____

Date: _____

City of Bowling Green, Florida

by: _____

ATTEST:

_____

City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (referenced hereinafter as "Agreement"), made and entered into this day of June 2021, by and between the City of Bowling Green, Florida (referenced hereinafter as the "City"), and Timothy Day (referenced hereinafter as the "Employee"), both of whom agree as follows:

WHEREAS, the City desires to employ the services of Employee as the City Manager of the City of Bowling Green, Florida, as provided by the Charter of the City of Bowling Green, the Bowling Green Code, and this Agreement; and

WHEREAS, the Employee desires to be employed as City Manager of the City of Bowling Green, Florida.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. EMPLOYMENT AND DUTIES

The City hereby agrees to employ Employee as its City Manager and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. The Employee shall serve as the administrative head of the municipal government under the direction and supervision of the City Commission. The Employee shall have the authority to act as the chief executive officer for the City in all manners not restricted by State law, the City Charter, or the Bowling Green Code. The Employee shall devote his full time as City Manager and carry out to the best of his ability all duties imposed on him by State law, the City Charter, and the Bowling Green Code in effect at the time, as well as such other duties as the City Commission may from time to time require.

The Employee is expected to maintain regular office hours at all times in which City Hall is open to the public or as otherwise directed by the City Commission. Additionally, Employee is expected to be available and on call 24 hours a day, unless on an approved leave. It is recognized that Employee's duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Employee is required to devote an unspecified amount of time and energy to carry out those duties with the highest amount of professionalism possible and that because of the "24-hour" nature of his responsibilities, interference with his private life on occasion is to be expected.

The Employee may not engage in any secondary employment, whether as an employee, a contractor, owner, partner, or member, without the advance approval by the City Commission.

SECTION 2. TERM

A. The term of employment under this Agreement shall commence as of the date of this Agreement and continue for a period of three years, unless earlier terminated by either party as provided in this Agreement or in the City Charter.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and without advance notice as Employee is employed at the will and pleasure of the City in accordance with Section 3.02(b) of the City Charter.

C. The City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the City Charter, the Bowling Green Code, or any other applicable law.

SECTION 3. **TERMINATION, NOTICE AND SEVERANCE**

A. **Resignation:** Should Employee resign his employment with the City at any time, Employee shall not be entitled to any severance pay under this Agreement. Employee may be eligible for the payout of any accrued, unused paid leave, to the extent such leave is otherwise payable pursuant to the City's personnel policies in place at the time of resignation, unless the Employee either:

1. Resigns his employment without providing the City Commission with at least 60 days' advance written notice; or,

2. Resigns while not in good standing, as determined exclusively by the City Commission.

B. **Termination of Employment by the City:**

1. This Agreement and the Employee's employment may be terminated at any time, and without advance notice, at the will and pleasure of the City Commission (e.g. with or without cause).

2. If this Agreement is terminated without cause prior to the expiration of its term and if the Employee voluntarily agrees to execute the General Release attached as Exhibit A subsequent to the Agreement's termination, the Employee shall be offered twelve (12) weeks of severance pay at the Employee's then base salary and, if the City's personnel policies in place at the time of discharge otherwise provide for it, the payout of any accrued, unused paid leave. For purposes of this subparagraph and subparagraph 3(B)(3), cause is defined as any one of the following:

   (a) The failure by the Employee to satisfactorily perform one or more of the Employee's duties as the City Manager;

   (b) Any Employee conduct or omission which adversely affects the City, its operations, business, or reputation in the community;

   (c) Failure to abide by the City's Charter or the Bowling Green Code;

(d) Malfeasance;

(e) Misfeasance;

(f) Neglect of assigned duties or expectations as City Manager;

(g) Insubordination;

(h) Incompetence or inefficiency in the performance of Employee's duties or responsibilities;

(i) Poor job performance as determined at any time by a majority of the City Commission;

(j) Excessive absenteeism (excluding any absences protected by federal or state law);

(k) Failure by the Employee to reasonably respond to inquiries or requests for information by any City Commissioner;

(l) Arrest of Employee for any misdemeanor or felony offense;

(m) Refusal to fully and truthfully cooperate in any investigation directed by the City Commission;

(n) Discourteous, insulting, abusive, inflammatory, harassing, threatening, or bullying conduct toward any Commissioner, employee, or member of the public;

(o) Absence from duty without authority;

(p) Any dishonesty in connection with the Employee's duties and responsibilities or in any way related to the operation of City government;

(q) Violation of any provision of this Agreement;

(r) Violation of any provision of the City's personnel policies;

(s) Failure to fully comply with the City's Equal Employment Opportunity policies and expectations;

(t) Failure to fully comply with the City's Drug-Free Workplace Policy, or any unlawful use, or other abuse of, alcohol, drugs, or controlled substances;

(u) Misuse of City funds in any manner;

(v) Reporting to work while unfit for duty;

(w) Engaging in secondary employment without approval;

(x) Removal from office by the Governor or other authority in accordance with applicable law.

3. There shall be no severance paid, nor shall the Employee be paid for any accrued, unused paid leave, if the Employee's employment is terminated for cause, as defined in subparagraph 3(B)(2).

SECTION 4. SALARY

The City agrees to pay Employee for services rendered an annual base salary of dollars ($ .00), payable in installments on the same dates and basis as the City pays all other employees.

The City Commission will evaluate Employee's performance at or about the end of each year during the term of this Agreement and at any other times as the City Commission may elect. The City Commission, in its sole discretion, may elect, but is not required, to increase Employee's salary or benefits at any time during the term of this Agreement.

SECTION 5. AUTOMOBILE AND CELLULAR PHONE

A. Vehicle:

1. The City agrees to provide Employee with a City-owned vehicle at no cost to Employee and to pay for the maintenance, insurance, fuel, and all other operational costs.

2. Employee shall immediately report to the Mayor any accident in which the City vehicle is involved, regardless of circumstances of the accident.

3. Employee will not allow anyone other than himself, an Employee of the City, or an elected official of the City to drive his assigned City vehicle.

B. Cell Phone Allowance: The City shall provide Employee with a monthly cell phone allowance equal to Forty-Four Dollars and Thirty-Eight Cents ($44.38) for Employee to provide a cell phone for his use for City business. Employee shall keep all Commissioners, Department Heads, City Attorney and City Clerk advised as to this cell phone number. The Employee shall abide by all applicable laws with respect to the use of the City cell phone including, but not limited to, the Florida Sunshine Law and the Florida Public Records Law.

SECTION 6. VACATION AND HOLIDAY PAY

Employee will receive paid vacation and holiday to the same extent and in the same amounts as is available to other City employees. Prior to taking paid vacation days, the Employee will provide reasonable advance written notice to the City Commission. The Commission shall have

the authority to deny the Employee's vacation requests where the Commission determines the leave is not in the City's best interests.

SECTION 7. SICK LEAVE

Employee will receive twelve (12) paid sick days per year.

SECTION 8. HEALTH, DENTAL, AND OTHER GROUP INSURANCE

A. Employee shall participate in the City's group health insurance program which is available to all other general employees of the City to the same extent and under the same conditions and costs as apply to full-time general employees.

B. Employee shall participate in the City's group dental insurance program which is available to all other general employees of the City to the same extent and under the same conditions and costs as apply to full-time general employees

C. Employee shall be permitted to participate in any other group insurance programs made available to all other general employees of the City to the same extent and under the same conditions and costs as apply to full-time general employees.

SECTION 9. RETIREMENT

In addition to the base salary paid to the Employee, the City agrees to contribute Dollars and Zero Cents ($ .00) into a 403(b) plan on Employee's behalf. The payments made hereunder are made in lieu of Employee's participation in any other City retirement plan, which Employee voluntarily elects not to participate in. The City agrees while Employee is employed by the City to execute all necessary agreements in connection with any such deferred compensation or retirement plan in order to allow for Employee's continued participation therein.

SECTION 10. PROFESSIONAL DEVELOPMENT

The City shall pay Employee's reasonable dues, subscriptions, and travel expenses along with subsistence expenses for continuing education, membership, and participation in professional associations and organizations.

SECTION 11. EMPLOYEE COOPERATION AND OBLIGATIONS

A. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the City Manager of the City Bowling Green, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail in said action, regardless of whether the assistance is needed during the term of Employee's employment with the City or at any time after the Employee's employment with the City has ended.

B. Employee further agrees that unless required by law, he will not cooperate with or assist any party, person, or entity who has, had, or may have, or asserts that he has or may have any claim or any nature against the City, its agents, officers, Employees, City Commissioners or representatives, without the express written permission of the City Commission, or its designee.

C. Employee shall not disclose any confidential information involving the business of the City to any person or entity without the written permission of the City Commission, or its designee, unless required to do so by law.

D. Restrictions set forth in subparagraphs B and C above shall not apply in instances of governmental entities with jurisdiction over a claim of a violation of law.

E. The commitments made in Section 11 shall survive the termination of this Agreement and be enforceable by the City so long as the law allows.

SECTION 12. **MISCELLANEOUS**

A. The Employee shall be supervised, and evaluated by, the City Commission, and may also be subject to disciplinary action, including suspension without pay, at the will and pleasure of the City Commission.

B. The Employee shall live within thirty (30) miles of the City limits of the City of Bowling Green and maintain residence within that threshold so long as he is the City Manager. In the event that the Employee does not reside within this threshold as of the effective date of this Agreement, the Employee shall relocate and establish his residence within that threshold within twelve (12) months of the effective date of this Agreement.

C. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida.

D. No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing, signed by the parties, and approved by the City Commission.

E. The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Employee's death any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City's Rules and Regulations shall inure to the benefits of Employee's heirs and executors to the same extent as all other City Employees.

F. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

G. This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between

the parties, and may be modified only by the written agreement of Employee and the City Commission.

H. All statutory deductions and other deductions authorized by Employee shall be deducted from salary and other compensation set forth in this Agreement.

SECTION 13. NOTICE AND CONSENT

Any written or other notice required by this Agreement shall be deemed delivered as follows:

A. As to the City, when delivered by personal service to the City Clerk during the regular business hours of the City, or by Certified or Registered mail to the City Clerk, said delivery to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.

B. As to Employee, by personal service to him or via Certified or Registered mail to him at the most recent mailing address set forth in the City's personnel records.

SECTION 14 DURATION

This Agreement shall commence on , 2021, and shall terminate at 11:59 p.m. on , 2024, unless earlier terminated as permitted by this Agreement or renewed by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

EMPLOYER:
CITY OF BOWLING GREEN, FLORIDA,

Attest:
City Clerk

By:
Mayor

EMPLOYEE:

By:
Timothy Day

APPROVED AS TO FORM AND CORRECTNESS

By:
City Attorney

Approved by the City of Bowling Green City Commission on _____

EXHIBIT A

GENERAL RELEASE

THIS GENERAL RELEASE is entered into as of the ___ day of _____, by and between the City of Bowling Green, Florida (the "City") an Timothy Day ("Employee").

WHEREAS, the City and the Employee previously entered into an Employment Agreement to employ the Employee as the City Manager (the "Agreement"); and

WHEREAS, effective on , the City has elected to terminate the Agreement without cause prior to the Agreement's expiration; and

WHEREAS, the Agreement provides for the payment of severance when it is terminated without cause prior to expiration of its term and the Employee voluntarily executes a General Release; and

WHEREAS, the Employee voluntarily executes this General Release;

NOW, THEREFORE, the parties agree as follows:

1. City will provide Employee with a severance payment in accordance with Section 3(B)(2) of the Agreement.

2. The Employee hereby UNCONDITIONALLY, FULLY AND FINALLY RELEASES AND FOREVER DISCHARGES the City from any and all duties, claims, rights, complaints, charges, damages, costs, expenses, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever, whether known or unknown, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether foreseen or unforeseen, whether past, present, or future, whether fixed, liquidated, or contingent, which he has, had, or may in the future claim to have based on any act or omission concerning any matter, cause, or thing arising prior to the date of this General Release and up to the time of execution of this General Release (all of the foregoing are hereinafter referred to collectively as the "Released Claims").

3. The Released Claims include, but are not limited to, those directly or indirectly arising out of, or in any way pertaining to, claims arising under Title VII of the Civil Rights Act of 1964, the Consolidated Omnibus Budget Reconciliation Act, the False Claims Act, the U.S. and Florida Constitutions, 42 U.S.C. §§ 1981, 1983, 1985, 1986, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Florida Civil Rights Act, the Florida Whistleblower Acts, Chapter 440 of the Florida Statutes, Chapter 112 of the Florida Statutes, the Older Worker Benefits Protection Act, the Family and Medical Leave Act, the Stored Communications Act, the Fair Credit Reporting Act, Chapter 119 of the Florida Statutes, or any other federal, state or

local law, ordinance, regulation, custom, rule or policy; or any cause of action in common law, including but not limited to actions in contract or tort, including any intentional torts; or any claim based upon or related to any instrument, agreement, or document entered into by or between the parties.

4. The Released Claims shall be deemed to include a general release by the Employee of all claims against the City and the City's officials, officers, commissioners, employees, agents, insurers, independent contractors, and attorneys, whether in their official or individual capacities.

5. The Employee waives all rights he has to reinstatement to any position with the City. Additionally, the Employee agrees not to apply for, solicit, seek or otherwise attempt to obtain or accept employment with, contract with, or to provide services to the City. He further agrees that the City shall not be under any obligation to employ or contract with him. He agrees that should any application be made by him, the City shall not have any obligation to process that application or to hire or contract with him. The failure to allow him to apply, consider or process an application, or to hire or contract with the Employee shall not constitute a violation of any local, state or federal law but shall be considered a mutually agreed upon term of this Agreement.

6. Employee acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act ("ADEA") and that this waiver is knowing and voluntary. Employee acknowledges that this waiver does not apply to any rights or claims that may arise under the ADEA after the effective date of this waiver. Employee acknowledges that the consideration given for this waiver is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing that:

   a. Employee should consult with an attorney prior to executing this General Release;

   b. Employee has up to twenty-one (21) days within which to consider this General Release;

   c. Employee has seven (7) calendar days following Employee's execution of this waiver to revoke the General Release, provided that he understands that he will not be entitled to any severance in the event he validly revokes the General Release. To be effective, a revocation must be in writing and received by the City Clerk, at the address provided in the Agreement, by no later than 4:30 p.m. on the seventh calendar day following Employee's execution of this General Release;

7. Employee agrees that this General Release is not to be construed as an admission of any violation of any federal, state or local statutes, ordinance, or regulation or

any duty allegedly owed by City to Employee. This General Release shall be governed under the laws of the State of Florida. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language. This Agreement may only be modified, altered or rescinded pursuant to a subsequent written agreement, signed by both parties.

Date **Timothy Day**

STATE OF FLORIDA }
}
COUNTY OF HARDEE }

Sworn and subscribed before me this _____ day of , by Timothy Day, who is personally known to me or who has produced _____ as identification.

(seal)

Notary Public, State of Florida

FLOYD I. BACHRACH FAMILY LIMITED PARTNERSHIP NO. 1
DBA GRACE MOBILE HOME PARK
C/O HERSHMAN OFFICES
2240 PALM BEACH LAKES BLVD.
SUITE 101
WEST PALM BEACH, FL 33409
(561) 689-3889
DAHERSHMANLAW@GMAIL.COM

June 1, 2021

Via e-mail: tday@bowlinggreenfl.org

Mr. Tim Day
City Manager of Bowling Green
104 East Main Street
Bowling Green, FL 33834

Re: Lake Branch Road, parcel no. 09-33-25-0000-05070-0000, consisting of 9.13 acres, owned by the City of Bowling Green

Dear Mr. Day:

As you know, since 2013, my family has owned Grace Mobile Home Park in Bowling Green, where we provide H2A-certified farm worker housing. The purpose of this letter is to explore the City's interest in selling to us the above-referenced parcel, as we hope to expand our footprint in Bowling Green. We believe that this property would enable us to provide comfortable housing for our growers' workers. With this property we plan to include recreational amenities for the enjoyment of the seasonal workers and the general community, such as a soccer field, for example.

At this time, we are prepared to offer $75,000.00 for this property, with us paying closing costs. The proposed purchase would be for cash, with an anticipated pre-closing period of time (perhaps 4 to 6 months) to allow us adequate opportunity to conduct necessary feasibility studies for the construction of worker housing at the site. Please let me know what the City's requirements would be for such a sale and if we should submit a proposed contract.

I look forward to hearing from you at your earliest convenience. Thank you for your careful consideration. Please do not hesitate to reach out to me for any additional information.

Sincerely,

Daniel Hershman
DANIEL A. HERSHMAN,
General Partner

INTERLOCAL AGREEMENT re:

HARDEE COUNTY COMMUNITY RECREATION COMPLEX OPERATIONS

This is an Interlocal Agreement entered into by the School Board of Hardee County, the Board of County Commissioners of Hardee County, the City Council of the City of Wauchula, the Town Council of the Town of Zolfo Springs, and the City Council of the City of Bowling Green.

WHEREAS, sec. 163.01, Fla. Stat. provides that local government units may cooperate by Interlocal agreement to provide services necessary to their citizens;

WHEREAS, the School Board of Hardee County, the Board of County Commissioners of Hardee County, the City Council of the City of Wauchula, the Town Council of the Town of Zolfo Springs, the City Council of the City of Bowling Green (the Parties) desire, collectively, through an Interlocal agreement to provide for the operation of a Hardee County Community Recreation Complex;

NOW THEREFORE, in consideration of the foregoing premises, and in consideration of the mutual covenants contained herein and pursuant to the provisions of sec. 163.01, Fla. Stat., the undersigned Parties, agree as follows:

1. **Fiscal Agent**: The School Board agrees to remain the fiscal agent, contingent upon all the Parties fulfilling their fiscal responsibilities. The School Board, assuming the role of Fiscal Agent, will be responsible for administering the operations, accounting, the programing utilizing the Community Education Concept.
2. **Budget**: The budget for the Hardee County Recreational Center operations will be set on an annual basis and will be approved by each of the Parties, and recommended by the Recreation Complex Committee. The Recreational Center shall operate on a July 1st fiscal year basis. Each of the Parties will budget its contributions for operation for the July 1st fiscal year.
3. **Operational Contributions**: The individual contributions of the Parties for operation of the Recreational Center will be as follows:
    a) The School Board will be responsible for contributing 50% of the total general budget and providing repairs and maintenance as they relate to carpentry and plumbing.
    b) The County of Hardee will be responsible for contributing 28% of the total general budget, the insurance on the property, and repairs and maintenance as they relate to paving, road repairs/excavation (such as grading, hauling clay, fill dirt, etc.)
    c) The City of Wauchula along with the town of Zolfo Springs and the City of Bowling Green will be responsible for 22% of the total General Budget with the City of Wauchula contributing 70% of the total 22%, the City of Bowling Green 19% of the

total 22%, the Town of Zolfo Springs 11% of the total 22%. The City of Wauchula will be responsible for providing all repairs and maintenance dealing with outside electrical works at the Recreational Complex.

4. **Capital Outlay Contributions**: The School Board and the County of Hardee shall each place $4,000 and the City of Wauchula shall place $2,000 at the beginning of each fiscal years into a Capital Outlay Fund to be used for major repairs, renovation, or to be used for new construction.
5. **Committee**: There shall be a Recreation Complex Committee to provide advice. The Recreation Complex Committee will remain in existence throughout the life of the Hardee County Recreation Complex and shall serve in an advisory capacity. The Chairman of the committee shall be the Hardee County School Board Recreational Director.
6. **Committee Representation**: All decisions will be made by a majority of the committee members. Representation on the committee shall be as follows:

Commissioners	2 Votes
City of Wauchula	2 Votes
Zolfo Springs	1 Vote
Bowling Green	1 Vote
School Board	2 Votes + 1 with Chairman voting

7. **Effective date**: This agreement will go into effect after it is fully executed by the Parties, and filed with the Clerk of the Circuit Court of Hardee County. In recognition of the joint and cooperative efforts and investments of the Parties, this Interlocal Agreement shall be retroactive to July 1, 2021.
8. **Term of Agreement:** The term of this Interlocal Agreement shall be for five (5) years.
9. **Termination of Agreement**: This Interlocal Agreement shall be terminated only by the affirmative action of the Parties. If the Parties decide to terminate this Interlocal Agreement, then the Committee shall make recommendations to the Parties for the disposition, diversion, or distribution of all property and funds used, held, or owing under this Interlocal Agreement. The Parties shall review the recommendations of the Committee, and take such action as in the public interest.
10. **Filing with the Clerk**: When the Parties have fully executed this Interlocal Agreement, it shall be filed with the Clerk of the Circuit Court.
11. **Counterparts**: This Interlocal Agreement shall be made and executed in six (6) counterparts. An original shall be maintained by each Party and an original filed with the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the undersigned Parties have caused this Interlocal Agreement to be executed on the dates set forth below:

Attest:

_____

Superintendent of Schools

Date: _____

School Board of Hardee County

By: _____

Chairman

Date: _____

Attest:

_____

Clerk of Court

Date: _____

Board of County Commissioners of Hardee County

By: _____

Chairman

Date: _____

Attest:

_____

City Clerk

Date: _____

City Council of the City of Wauchula

By: _____

Chairman

Date: _____

Attest:

_____

Town Clerk

Date: _____

Town Council of the Town of Zolfo Springs

By: _____

Chairman

Date: _____

Attest:

_____

City Clerk

Date: _____

City Council of the City of Bowling Green

By: _____

Chairman

Date: _____

HARDEE COUNTY RECREATIONAL COMPLEX

DRAFT- Pending Recreation Complex Committee Approval

Operations	changes in 21-22	DRAFT budget 21-22	budget 20-21
Operation funding per formula:			
School Board contribution	($1,500)	100,000	101,500
Hardee County contribution	$5,250	56,000	50,750
Hardee County contribution for Zolfo Springs	($3,500)		3,500
Wauchula contribution		30,450	30,450
Zolfo Springs contribution	$50	4,550	4,500
Bowling Green contribution		8,000	8,000
		199,000	198,700
Other revenues and sources:			
Swim lesson/ child drowning prevention donations			
P-card rebate		400	663
Total funding formula and other revenues and sources		199,400	199,363
Expenditures- personal services			
Complex facilitator		58,148	58,148
Maintenance worker		31,000	30,658
Part time lifeguards, clerk and swim instructors		20,000	20,000
Pool supervisor		2,500	2,500
		111,648	111,306
Other- extra duty		2,500	2,500
FICA/ Medicare	7.65% for emplyee/ 1.45% f	8,000	8,000
Retirement	use 10%	9,500	$8,800
Drop Sick Leave Pay		8,574	
Life/ health insurance		18,600	18,600
Worker's compensation		6,200	8,400
		165,022	157,606
Expenditures- other			
Professional services- audit fees		550	550
Communications- cell phone for complex facilitator		420	420
Water and sewer		9,500	9,213.28
Electricity		18,000	17,976
Repair/ maintenance services		2,500	2,086
Supplies		10,000	12,399
Remolding (Saline equipment)			
Travel		1,500	1,500
Total expenditures		207,492	201,751
Funding and revenues greater than (less than) expenditures		-8,092	-2,387
Operating reserves at start of fiscal year		40000	40,000
Reclassify operating reserves to capital reserves during 17-18		0	-
Operating reserves at end of fiscal year	working toward a 20% reserve	31,908	37,613
Capital:			
Annual contributions		10,000	10,000
		10,000	10,000
Expenditures:			
New Mower		10,112.41	
Saline moderization for pool- quoted price			
Other capital outlay as needed			10,000
5HP Motor			
Total expenditures		10,112.41	10,000
Capital contributions greater than (less than) expenditures		0.00	0
Capital reserves at start of fiscal year		13,574.01	14,000
Capital reserves at end of fiscal year		13,461.60	14,000

Changes to Interlocal Agreement 2021

Page 1. #3 b. Hardee County contribution increase from 25% to 28%.

After discussing the Interlocal Agreement at the February County Commission Board Meeting, it was recommended to review the population to determine the contributions of the parties.

Hardee County School Board has agreed to contribute 50% of the total general budget. That leaves a remaining 50% of the general budget to be contributed by Hardee County, the cities of Bowling Green, Wauchula, and the town of Zolfo Springs.

By increasing the contribution from 25% to 28% of the total general budget, Hardee County's contribution would be 56% of the remaining 50%.

Page 1. #3 c. City of Wauchula contribution 70% of the total 22%. The City of Wauchula will be paying the same amount as the previous Interlocal Agreement when they were 60% of the total 25%.

City of Bowling Green contribution of 19% of the total 22%. The City of Bowling Green will be paying the same amount as the previous Interlocal Agreement when they were 20% of the total 25%.

Town of Zolfo Spring contribution of 11% of the total 22%. The Town of Zolfo Springs will be paying less than the previous Interlocal agreement when they were 20%of the total 25%.

Page 2. #5 was deleted

Page 2. #6 Added the Chairman of the committee shall be the Hardee County School Board Recreational Director. Hardee County School Board is the fiscal agent of the Hardee County Recreational Complex.

Page 2. # 8 Changed the effective date to July 1, 2021

Page 2. #9 Changed the term of the agreement from twenty-five years to five years

Hardee County Recreation Complex Committee

The purpose of the committee is to provide advice. The recreational committee will remain in existence throughout the life of the Hardee County Recreational Complex and shall serve in an advisory capacity. All decisions will be made by a majority of committee members. Representation on the committee is as follows:

Hardee County	2 Votes
City of Wauchula	2 Votes
Zolfo Springs	1 Vote
Bowling Green	1 Vote
School Board	2 Votes + 1 with Chairman voting

The committee approves the budget, activities report, as well as discussing old and new business. The committee meets at least once a year with additional meetings as needed. Meetings are held at the Hardee County Adult Education building or through Zoom with email and phone communications.

Members of the committee are appointed by their respective parties with each deciding the term of the member.

Current Members:

Hardee County:
Danny Weeks and Sandy Meeks

City of Wauchula:
Terry Atchley and Sherri Albritton

Zolfo Springs:
Linda Roberson

Bowling Green:
Tim Day

School Board:
Carl Coleman, Mark Gilliard, and Meredith Durastanti (Chair)

The Community Education Concept

The major educational institution in any community is the school. Since the formation of schools in America, these institutions have been used by all ages for numerous social functions, meetings, and educational purposes. Recent decades have shown a trend towards isolation of the schools in the community. Schools have been used solely to educate children with little involvement with the community. And today, only 20% to 25% of the households have children in the schools, meeting that residents in 75% to 80% of the households do not have a direct connection with the school.

The traditional school, operating between 8 a.m. and 4 p.m., five days a week, forty weeks a year, does not respond to the needs of all members of the community. The community education concept is a belief that the school is most effective when the citizens of the community it serves play an important role in the development, evaluation, and implementation of programs and activities that meet their needs and wants. This approach means that the school buildings will be open for use by all community members.

Community education is a philosophical concept, which recognize that all aspects of community life are important, and strives to produce a better quality of life for all community members. It is a concept based on cooperation, collaboration, and planning.
The community education concept is a tool for providing opportunities to community residents. Community education is flexible, allowing for meeting the needs of different community members, while coordinating resources to meet those needs.
Community education is an approach to community improvement that involves citizens in determining needs, planning and action. It is an approach that promotes the application of the community's resources towards community improvement.
Jack Minzey and Clyde LeTarte, community education historians and authors, in their book Reforming Public Schools Through Community Education, characterize community education as a "philosophical concept that serves the entire community by providing for all the educational needs of all of its community members. It uses the local school to server as the catalyst for bringing community resources to bear on community problems in an effort to develop a positive sense of community, improve community living, and develop the community process toward the end of self-actualization." (1972).

There are six basic components defined by Minzey and Latarte (1994) in a complete community education model. These include the following:

- An educational program for school-age children-the traditional K-12 program
- Use of community facilities-schools should become community centers, utilized to meet the needs of all community members
- Additional programs for school age and youth-providing enrichment, remedial, and supplement educational and recreational opportunities, i.e. summer school

- Program for adults-learning and leisure opportunities for adults, i.e. Adult Basic Education
- Delivery of community services-assisting in the coordination of services from community agencies and organizations
- Community Involvement-providing a forum for citizens to identify community needs, and matching local resources to meet the needs

Each community education model develops its own unique characteristics to fit its community and school. The key to developing a community education model is the participation of the citizenry.

COMMUNITY RECREATIONAL COMPLEX
ADVISORY COMMITTEE
8:30 A.M. - Adult Education Office
April 5, 2021

AGENDA

I. Approval of Minutes

II. Budget Review/Update

III. Activities Report

IV. Old Business

a. Interlocal Agreement
b. EDA Infrastructure Recreational Grant

V. New Business

a. 2021-22 Budget Draft
b. Capital Outlay Request
c. Summer Swim Program
d. Lifeguard/WSI Training
e. Capital Outlay Use for Operations

VI. Other

COMMUNITY RECREATIONAL COUNCIL
MINUTES
February 4, 2021

CALL TO ORDER: Meredith Durastanti called the meeting to order at 8:00 am. Present were Meredith Durastanti, Carl Coleman, Terry Atchley, Sherri Albritton, Sandy Meeks, Linda Roberson, Danny Weeks. Others in attendance was Todd Durden, Barbara Spears and Cyndi Albritton.

APPROVAL OF MINUTES: Minutes for the April 14, 2020 meeting were presented. Terry moved to accept minutes, Danny seconded, motion carried.

ACTIVITY REPORT: Activities report- Carl reported that we have 10 youth basketball teams with games on Saturdays at the old HJH gym. There are 100 4th-7th graders playing on the teams. HHS basketball team runs a concession stand. We have safety guidelines implemented. All coaches have a thermometer, no jump balls or after game handshakes. We have hand sanitizer and extra cleaning supplies in the gym. We are currently getting ready for high school softball. Youth softball is also using the complex for practices.

OLD BUSINESS:
a.Due to COVID-19, we did not have swim lessons during the 2020 summer. We had two sessions of open swim Monday-Saturday and one session of open swim on Sunday from June 15-August with a social distancing and safety guidelines. We are planning to have summer swim lessons but will continue to monitor the situation.
b. Interlocal Agreement- When applying for the EDA grant, discovered that the Interlocal Agreement had expired. The Interlocal Agreement was sent to all members in July asking for input. Was emailed again in October asking for input. Bowling Green approved the Interlocal Agreement in July. Hardee County School Board approved in November.
A question was asked about the Interlocal Agreement being for 25 years. Zolfo Springs was concerned about Zolfo's ability to fund their percent each year. Meredith volunteered to go with Linda to Zolfo's meeting to answer any questions. At this time, Hardee County has supplemented Zolfo. Sandy also volunteered to speak with Zolfo's commissioners.
A motion was made by Terry Atchley to amend the Interlocal Agreement to a 5 year contract retroactive to July 1, 2020. Sherri Albritton seconded, motion carried.

The Interlocal Agreement will be emailed to all members with the 25 years changed to 5 years. All entities will need to have their boards approved. Meredith will need to have one signed signature page with all entities to submit to the County Manager's office.

NEW BUSINESS

a. EDA Recreational Grant- The project would include:
1. Renovating and expanding the pool area
2. Renovating and expanding the playground area
3. Removing the current racquetball courts and adding basketball courts

Due to COVID-19 and the Hardee School District Re-Opening plan, this grant has not been a priority. Barbara Spears shared that at this time, the school board does not have a Maintenance Director who has expertise in this area. Discussion was held about moving forward with the grant in phases starting with removing the racquetball courts. With the courts in Wauchula being turned into tennis courts, the school board is trying to ensure this occurs concurrently so the community has a basketball court to use. Discussion then moved to the proposed splash pad. A splash pad is also planned for Hardee Lakes and Farr Field. Discussion was held if three splash pads would be utilized in Hardee. The committee is going to look at expanding the playground (accessible for special needs) and while City Of Wauchula looks at installing a splash pad at Farr Field. A few school board employees will take a trip to Lakeland to look at their playgrounds.
A motion was made to initiate the start and move forward in phases of the EDA project removing the racquetball courts and building new basketball courts. The motion was made by Terry Atchley and seconded by Linda Roberson.

Next meeting will be April 6th at 8:30 am.

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE CITY COMMISSION OF BOWLING GREEN, FLORIDA, PROVIDING FOR REGULATION OF SPECIAL EVENTS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR ADMINISTRATIVE AUTHORITY AND DEFINITIONS; PROVIDING FOR ENTITLEMENT TO A SPECIAL EVENT PERMIT AND GENERAL PROHIBITIONS AND RULES; PROVIDING FOR USES OF CITY PROPERTY AND APPLICATION REVIEW PROCESS; PROVIDING FOR SPECIAL EVENT PERMITS; PROVIDING FOR SUSPENSION, OR TERMINATION OF SPECIAL EVENT PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS OF PURPOSE AND INTENT

A. The Commission finds that gatherings of the public on private property or City property, including parks and the rights of way, whether such gatherings are large or small, may cause adverse public health, safety and welfare conditions requiring municipal regulation to insure departmental services are available to provide adequate sanitation and sewage disposal facilities, police services, fire rescue personnel and equipment, parking, traffic control and crowd control, and other regulations in the interest of public safety and public health of the public as a whole, and such challenges are related to the relative size of that special event.

B. It is the intent of the Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Bowling Green, while balancing such concerns with the rights of the public to assemble, conduct fairs and festivals, and otherwise engage in expressive activities. Therefore, it is the further intent of the Council that this Ordinance be construed liberally in favor of protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Bowling Green and protecting expressive activity.

C. The purpose of this Ordinance is to establish the framework by which special events held on private or public property in the city are approved and regulated.

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

SECTION 1. Administrative authority.

The provisions of this Ordinance shall be administered, interpreted, and enforced respectively through the police department and code enforcement of the City of Bowling Green.

SECTION 2. Definitions.

For the purpose of this Ordinance the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Applicant shall mean the permitted event organizer, or the person or party representing the event organizer and responsible for managing the special event on behalf of the event organizer.

Application shall mean a written request on forms supplied by the City Clerk's Office.

Application fee shall mean the nonrefundable fee paid in connection with an application made pursuant to this Ordinance. Fees may be established or modified by resolution of the city commission.

Block party shall mean an outside private event in a front yard or abutting a street, road or highway, involving a gathering of friends and neighbors in a number exceeding twenty (20) participants, in a residential area which requires the closing of a local street for the purpose of having a party or other social, recreational, or any other type of assemblage, or requires MOT other city services.

City Manager shall mean the chief executive officer of the City of Bowling Green, Florida, who is appointed by the city commission.

City property shall mean any streets, city owned real property developed or otherwise, and any city parks, the cemetery, or the city "Depot".

City services shall mean services provided by city departments or outside officers and consultants as requested by applicant or required by special event size or failure of applicant to comply with the permit or properly maintain the special event.

Dangerous activities or instrumentalities means: the activity or instrumentality: (1) is not of common usage, and (2) creates a foreseeable and significant risk of physical harm even when reasonable care is exercised by all actors, and may include, but is not limited to amusement rides, circus acts, daredevil activities, games that include firing dangerous projectiles).

Extra personnel hours shall mean the total number of all hours worked by all city employees in the city departments in connection with the production of the special event in question.

Large events shall mean events where the number of anticipated participants exceeds fifty (50), or alcohol is anticipated to be present, or dangerous activities or instrumentalities are planned.

Maintenance of Traffic ("MOT") shall mean the planning, development, design, implementation, operation, enforcement, or lawful and appropriate temporary traffic control on city streets, county roads and state highway SR 17. Applicants with impacts on streets, roads or SR 17 are responsible for hiring city police officers for establishment and maintenance of MOT.

Parade shall mean a special event with a coordinated movement of eight (8) or more pedestrians or vehicles upon the streets within the city with an intent of attracting public attention that interferes with the flow of regulation of traffic upon a public street.

Political demonstration shall mean a public gathering, procession or parade, the primary purpose of which is the exercise of rights of assembly and free speech guaranteed by the First Amendment to the Constitution of the United States.

Special event shall mean concerts, festivals, races, walks, parades, circuses, carnivals, shows, exhibitions, block parties, public amusement events by an organization, and or other events, whether operated totally outdoors, on stage, under tents or with the use of temporary buildings or structures, upon any part of public lands or public roads, or upon private lands in the city when members of the public are invited as participants or spectators and which may include entertainment, dancing, music, presentations, art exhibitions or the sale of merchandise, food or alcoholic beverages or any combination of the foregoing, an which may require for its successful execution and coordination of municipal services to be determined by city manager or his/her designee.

Weapon shall mean, notwithstanding any other provision of this Code, air rifle, air pistol, paintball gun, paintball rifle, explosive blasting cap(s), knife, hatchet, axe, slingshot, blackjack, metal knuckles, mace, iron buckle, ax handle, chains, crowbar, hammer, shovel or any club or bludgeon or any other instrumentality used or intended for the use as a dangerous weapon to cause harm to a person on public or private property. This definition specifically excludes firearms and ammunition as defined by section 790.001 Florida Statutes, and as preempted by section 790.33, Florida Statutes.

SECTION 3. Entitlement to a special event permit.

(a) The city manager or his/her designee shall be charged with the responsibility of determining whether or not a particular applicant shall be entitled to a special event permit pursuant to this Ordinance. In determining whether to grant or deny a particular application, the city manager shall consider the effect the proposed special event will have on the city's resources and or public health and safety. The city manager shall consider the frequency with which such events are held and the convenience of the public in relation thereto. In addition, the city manager shall not issue any special events permit until the following city departments have approved the application; city manager or his/her designee, city clerk or his/her designee, police chief or his/her designee, and shall not deny an application that could potentially be considered a political demonstration without review of the city attorney. In making the decision whether to grant or deny a special event permit, the city manager shall also take the following matters into consideration:

(1) Whether the applicant for the special event permit is capable or incapable of executing planned special event in a safe and lawful manner.

(2) Whether any inconvenience which may be suffered by the general public is outweighed by the potential benefit to the community as a whole.

(3) Whether budgetary considerations at the time of the application create such a heavy burden upon the cities financial resources that it would not be practical to hold the proposed special event at the time requested.

(4) Whether the holding of the special event as planned would create an undue burden upon the staffing.

(5) Whether the public safety would be compromised.

(6) The timing of the event.

(7) Whether the applicant producing the special event is profit making or for charitable or non-profit purposes.

(8) The historical experience, if any, that the city has had with the special event, its sponsoring agent(s), affiliated person(s) or those associated with the current of any former special event in the city. The city manager shall not issue a special event permit when the police department officials in good faith believe that based upon the information provided by the applicant, historical experience with such organization or its personnel, or its professional opinions will endanger the health, safety, welfare and or lead to destruction of public or private property.

SECTION 4. General Prohibitions and Rules.

(a) It shall be unlawful for any person or organization to hold a special event using public or, in some circumstances private property, within the limits of the city without complying with the permit requirements and procedures set forth in this Ordinance.

(b) No person shall initiate, sponsor, organize, promote, conduct, or advertise a special event unless a special event permit has been obtained from the city.

(c) Special event operators and participants shall adhere to applicable city codes and will mitigate negative impacts upon resident's, including but not limited hours of operation and noise.

SECTION 5. Use of City Property. Except for political demonstrations:

(a) All special event uses of City property by private persons and organizations that are not nonprofit organizations that have a 501(c)(3) designation, shall pay for such use.

(b) All special events on city property shall be scheduled through the City Clerk's Office on a date that does not conflict with other uses.

SECTION 6. Application review process.

(a) Any person desiring to hold a special event (the applicant) shall submit an application to the city manager for a non-political special event no later than 30 days prior to the commencement of such event to the director. Applications for political demonstrations shall be made with enough advance notice for the city manager to consider law enforcement and public safety, health, and welfare concerns, but in no event less than five (5) days.

(b) In submitting an application for a special event permit, the applicant does thereby agree to adhere to those restrictions or conditions that shall be identified by the city manager as part of the review, and which shall be incorporated into the permit special conditions.

(c) **Applications**. The application shall include the following minimum information though the city may request further relevant and material facts to assist with the permit determination:

1. Name of the special event and its purpose.
2. Name(s) of all person(s) or organization(s) sponsoring the special event, with their addresses and telephone numbers. Nonprofit corporations with a 501(c)(3) designation shall provide proof of that designation.

3. The name(s) and telephone numbers, including emergency number(s), for the responsible person(s) that shall be available at all times that the special event is being conducted, and having the responsibility and ability to correct any problems identified by the city or county.

4. The proposed date(s) and time of the event, including separately identified dates and times of setup prior to the event, and cleanup after event.

5. The specific location within the city where the special event is being held.

6. The number of persons estimated to attend such event.

7. Whether street closings are requested, and if so what streets.

8. Whether or not alcoholic beverages are expected to be present. Special insurance and state approvals, if applicable, shall be attached to the application and permit.

9. Whether entertainment will be involved, giving details as to the nature. If any form of amplified sound is to be used, such use shall require special commission approval if it will violate the city noise code.

10. Whether the applicant proposes, either in whole or part to hire off duty police personnel to assist with security, traffic, or life safety matters.

11. If any tent or other structure (i.e. stages, bounce houses, slides, etc.) is to be utilized, design drawing thereof shall be attached to the application and permit, along with the county building official's approval.

12. Event insurance shall be procured by for all special events, except that political demonstrations may be excused by the city commission with proof of financial inability. An indemnification clause shall be provided as part of all permit general conditions.

(d) **Application review**. Upon receipt of the completed application from the applicant along with the application fee, the city manager shall forward the application and its contents to the affected departments of the city for review. The persons designated in each department shall review the application, endorse their comments

thereon and return the comment to the city manager within seven (7) days of receipt, or other completion deadline required by the city manager. All comments so forwarded to the city manager shall be retained in the file for such application. If insufficient time has been allowed for such comments, that shall be stated with the comments, but the department shall nonetheless comply with the deadline. After reviewing the comments of each affected department, the city manager shall approve or reject the application for the special event permit.

(e) **Application Review Criteria**. The city manager and departments shall consider the following criteria during review:

1. Entitlement to a special event permit as provided in this Ordinance.

2. The proposed use of the property is consistent with all laws, rules, and regulations, including city ordinances and regulations, and the applicant has obtained all permits required from the City or other applicable government agencies in addition to the special event permit.

3. The event will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its location.

4. The event will not conflict with construction or development in the public right-of-way or at a public facility.

5. The event will not unreasonably interfere with access to police or fire stations, or other public safety facilities.

6. The event will not require the diversion of police or other city employees from their normal duties so as to unreasonably reduce adequate levels of service to any other part of the city.

7. The concentration of persons, animals, or vehicles will not unreasonably interfere with the movement of police, fire, ambulance, and other public safety or emergency vehicles on the streets.

8. The event will not unreasonably interfere with a previously approved or scheduled use of city property.

9. The event will not adversely affect the city's ability to reasonably perform municipal functions or furnish city services, including services in support of the uses and events described in the preceding paragraph.

10. The event will not have an unmitigable adverse impact upon residential or business access and traffic circulation in the same general venue area.

11. The event will not have a significant adverse environmental impact.

12. The city property proposed to be occupied or used will physically accommodate the number of participants expected to participate, along with normal casual users.

13. The event does not present an unreasonable danger to the health or safety of the applicant, spectators, city employees, members of the public, or to adjacent properties, and will not otherwise create a public nuisance.

(f) **Permits; Conditions.** The city manager shall through consultation and recommendation of staff and/or city attorney, or upon his/her own determination, apply any reasonably necessary restrictions or conditions in accordance with public safety, environmental and administrative considerations involved with the special event, including any reasonable restrictions upon the movement of the public participants which is deemed necessary for the safe and orderly disposition of the special event. If the application is approved, a written permit shall be issued, which permit shall contain general conditions as provided below unless exempted by vote of the city commission, and may contain special conditions provided below, depending on the circumstances. For large events, the applicant may be required to enter into an agreement with the city, and all references to "Permit" in this Ordinance shall apply to such a special event agreement.

1. **General Conditions**. The following are general conditions shall be included in writing in all permits unless a special exception is provided by the city commission due to unusual circumstances:

a. **Indemnity.** All permits shall contain substantially the same wording as attachment "A" hereto, which attachment may be amended in part or in whole by resolution of the commission.

b. **Insurance.** All permits shall contain the same wording as attachment "B" hereto, which attachment may be amended in part or in whole by resolution of the commission.

c. **Government licenses and permits**. It is solely the responsibility of the applicant to obtain any other licenses or permits required by governments other than the city to hold the special event in the

manner planned. Such additional licenses and permits include, but are not limited to alcohol licenses, building permits, carnival and amusement ride permits, vendor permits, etc). The permits or licenses shall be provided to the city, but the city's failure to request them shall not be a defense to a termination of a permit and closure of a special event by the city.

d. **City special event ordinance; compliance.** The applicant is notified that the City has a special event ordinance, and you are responsible for knowing the prohibitions and provisions of such ordinance, and ensuring that all organizers, vendors, and participants comply with all city codes and this permit. You are advised to obtain a copy of the ordinance through municode.com which is available through the internet https://library.municode.com/fl/bowling_green/codes/code_of_ordinances, or from the city clerk for the price or reproduction.

e. **City property; No vested rights** City property is at all times under the control of the city, and the city retains the authority to enter city property at all times. No property interest or other vested right is conveyed by any permit issued or agreement entered into pursuant to this Ordinance.

f. **City Services.** No city services are obligated under this permit that have not been described in the special conditions and paid for or deposit placed by applicant. Nevertheless, the applicant may be required to pay for city services required by the city manager due to applicant's failure to comply with this permit or maintain the special event.

g. **Other Services**. The applicant shall notify the county fire-rescue services of the date and times of the special event and shall implement any recommendations that service has regarding public safety, health, and welfare.

h. **Permit not transferrable**. The decision as to whether to issue the permit is made, in part, based on the individual(s) or entities requesting the special event, therefore, permits are not transferrable to other persons or entities.

2. **Special Conditions.** The city manager may determine based on the application and local circumstances that special conditions are necessary for any special event. Such special conditions may include but are not limited to

payment for special city services required, road closures, other Maintenance of Traffic ("MOT").

a. **Police services**. The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the special event, parade or public assembly for traffic control and public safety. The chief of police shall base this decision on size, location, duration, time, date of event, and the presence of alcoholic beverages. If the applicant wishes to proceed at the date or time requested and adequate police services can be provided as an additional expense, the applicant may request that the permit be issued upon agreement by the applicant to pay the cost of the additional police service. The decision of the police chief shall be final as a permit requirement, but appealable as provided in this Ordinance.

b. Non-city sponsored special events will generally be staffed at the existing detail rates including overhead in accordance with agreement a fee resolution of the city, but including recent modifications (i.e. wage and overhead increases) not yet approved by the commission but included in city records.

c. Large events may be required to provide emergency vehicles during all hours of operation.

d. **Deposit for city services**. The deposit for damages, post-event cleanup, or other city services requested or required for this special event shall be $X,XXX.00.

(g) **Denial of permit application**. The following include but are not limited to the bases by which a permit application may be denied by the city manager.

1. The application contains incomplete, false, or misleading information.

2. The applicant is legally incompetent to contract or to sue and be sued.

3. The applicant has on prior occasions damaged city property or any city facility and has not paid in full for such damage.

4. The applicant has any other outstanding past due debts to the city.

5. The applicant fails or refuses to comply with all requirements of this Ordinance, including requirements to remit all fees and deposits and, where applicable, to provide insurance.

6. During the four years prior to application, the applicant has had a special event permit revoked due to non-compliance with the requirements of this Ordinance, or due to a willful false or misleading statement in an application.

7. During the five (5) years prior to application, the applicant was a party to an agreement with the city authorizing use or management of city property or city facilities, and the city terminated the agreement due to the applicant's default.

8. Any of the Application Review Criteria are discovered to be untrue or become untrue prior to permit issuance.

9. Other reasons for denial considered in the city managers good judgment.

(h) **Appeals of permit denial.**

1. Any applicant denied a special event permit to conduct a special event shall be notified in writing, hand delivered or delivered by certified mail, no later than fifteen (15) days prior to the proposed date of the event, and the notice shall contain the procedures and deadline for filing an appeal. Refusal to accept delivery of certified mail shall be deemed acceptance.

    a. The ***deadline for filing an appeal shall be fifteen (15) days*** from the date of delivery of the

2. Any aggrieved applicant filing a timely appeal shall be granted a hearing before the city commission at the next regularly scheduled city commission meeting. Under unusual circumstances where the timing of the next regular meeting of the commission will not provide a meaningful appeal process, political demonstrations may be granted a special meeting of the commission to consider an appeal.

3. Appeal shall be held as a quasi-judicial item, unless clearly waived, with sworn testimony and evidence from city manager, applicant and approved intervenors allowed. The hearing shall be conducted in accordance with the city's *Rules for Quasi-Judicial Hearings*. The City shall have an attorney present, and attorneys representing the applicant, or any approved intervenor shall be required to file a notice of appearance at least ten (10) days prior to the hearing. The *Rules for Quasi-Judicial Hearings* shall be provided by the City to the applicant and intervenor(s).

4. **Standards for Decision.** The hearing on such appeals shall be de novo or as if by original jurisdiction. The city commission shall hear evidence based on

competent substantial evidence. The Florida Rules of Evidence shall provide a guide, but shall not be strictly adhered to, and hearsay evidence may be admissible, but shall not be the sole support for the proposition placed in evidence. The city commission shall sustain or reverse the decision of the city manager in accordance with the city commission's judgment as to whether the application meets the standards set out in this Ordinance. The city commission shall make a final decision in the matter and the city manager shall give written notices thereof to the applicant by mailing a certified letter within five (5) days containing the city council's decision.

5. If the hearing denies the relief requested by the applicant, the applicant may file an appeal in Hardee County Court system in a manner provided by state law and court rules, ***no later than thirty (30) days from the date of the commission hearing*** at which the decision appealed was rendered.

(i) **Exemption from special event permit fees.**

Any special event for which the city, its departments, agents, CRA, or any other government body is the principal sponsor shall be exempt from special events application fees.

SECTION 7. Suspension, or termination of special event permits. The city manager or police chief may declare a special event suspended or terminated for cause.

(a) **Termination of permit.** The following include but are not limited to the bases by which a permit may be terminated by the city manager or police chief.

1. Any reason provided above for denial of an application for permit.

2. The conduct of the special event creates a substantial nuisance, and the condition is unmitigable, or circumstances indicate that even if mitigable, the applicant cannot be trusted to not allow the nuisance conditions to reoccur if the special event is allowed to continue.

3. The conduct of the special event creates a danger to the public safety or health, and the condition is unmitigable, or circumstances indicate that even if mitigable, the applicant cannot be trusted to maintain safe conditions if the special event is allowed to continue.

4. Multiple violations of any city code(s).

(b) **Suspension of permit.** The following include but are not limited to the bases by which a permit may be suspended by the city manager or police chief.

1. Any reason provided above for termination of a permit.

2. Violation of city code(s).

3. Violation of city special event permit.

4. The conduct of the special event creates a minor danger to the public safety or health that can be corrected.

5. The conduct of the special event creates a minor nuisance that can be corrected.

SECTION 8. Conflicts.

If the event of a conflict with any other City ordinances or part of ordinances, the provisions of this Ordinance shall control.

SECTION 9. Severability.

It is declared to be the intent of the City Commission that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this Ordinance.

SECTION 10. Inclusion in the Code.

It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the City Code; and that the sections of the Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article" or such other phrase in order to accomplish such intentions.

SECTION 11. Effective Date.

This Ordinance shall be effective upon passage.

==========

This Ordinance was read for the first time at the Regular Meeting of the City Commission held on the 16th day of June, 2021. The vote was as follows:

		Yes	No	Abstain	Absent
Commissioner/Mayor Gardner	☐	☐	☐	☐	
Commissioner Fite	☐	☐	☐	☐	
Commissioner Lunn	☐	☐	☐	☐	
Commissioner Jones	☐	☐	☐	☐	
Commissioner Durastanti	☐	☐	☐	☐	

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

	Yes	No	Abstain	Absent
Commissioner/Mayor Gardner	☐	☐	☐	☐
Commissioner Fite	☐	☐	☐	☐
Commissioner Lunn	☐	☐	☐	☐
Commissioner Jones	☐	☐	☐	☐
Commissioner Durastanti	☐	☐	☐	☐

ATTEST: CITY OF BOWLING GREEN, FLORIDA

_____ _____

Maria Carmen Silva, City Clerk Duane Gardner, Mayor

APPROVED AS TO FORM:

_____

Gerald T. Buhr, City Attorney

AVION PALMS
1111 W. MAIN ST.
234 LOTS

acct. 000757

WATER	SEWER	GARBAGE	UTILITY RATE	MINUMUM
22.83	38.76	27.75	2.28	91.62

234 RESIDENTIAL LOTS
X $91.62 FEE
$21,439.08
X 5 MONTHS AVERAGE STAYS
107,195.40 YEARLY CHARGE DIVIDED BY 12 =
8,932.95 MONTHLY CHARGE

22.83 X 234 X 5 * 12 = $2225.93
38.76 X 234 X 5 * 12 = $3779.10
27.75 X 234 X 5 * 12 = $2705.63
TAX = $ 222.59
TOTAL $8933.25

AVION PALMS 2021

Month	Year	Total Consumption
January	2021	513,943.00
February	2021	598,185.00
March	2021	574,251.00
April	2021	652,824.00
May	2021	427,412.00
June	2021	
July	2021	
August	2021	
September	2021	
October	2021	
November	2021	
December	2021	
Total Annual Consumption		2,766,615.00

Sewer	Water	
8,000	4,000	Base
234	234	Units
1,872,000	936,000	
5	5	Months
9,360,000	4,680,000	
2,766,615	2,766,615	Used
6,593,385	1,913,385	Diff.

divided by 12 months = 230,551.25

divided by 234 units = 985.26

*monthly average usage per unit/gal

Monthly Minimum = 4,000 gallons per residential customer

1716.71 x 2 months = 1970.52

Minimum Bill

Water	*Sewer*	*Garbage*	*Utility Tax*	*Total*
22.83	38.76	27.75	2.28	91.62

Current Monthly Charge for 5 Months			
$8,933.25	22.83 x 234 units x 5 / 12 = $2225.93	*Water*	22.83 x 234 units x 6 / 12 = $2671.11
	38.76 x 234 units x 5 / 12 = $3779.10	*Sewer*	38.76 x 234 units x 6 / 12 = $4534.92
	27.75 x 234 units x 5 / 12 = $2705.63	*Garbage*	27.75 x 234 units x 6 / 12 = $3246.75
	2225.93 x .10 = $222.59	*Tax*	2671.11 x .10 = $267.11

Monthly Charge for 6 Months
$10,719.89

AVION PALMS 2019

Month	Year	Total Consumption
January	2020	401,407.00
February	2020	634,920.00
March	2020	665,141.00
April	2020	789,809.00
May	2020	439,045.00
June	2020	219,850.00
July	2020	200,720.00
August	2020	225,470.00
September	2020	208,797.00
October	2020	224,704.00
November	2020	409,914.00
December	2020	462,797.00
Total Annual Consumption		4,882,574.00

Sewer	Water	
8,000	4,000	Base
234	234	Units
1,872,000	936,000	
5	5	Months
9,360,000	4,680,000	
4,882,574	4,882,574	Used
4,477,426	(202,574)	Diff.

divided by 12 months = 406,881.17

divided by 234 units = 1738.81

*monthly average usage per unit/gal

Monthly Minimum = 4,000 gallons per residential customer

1716.71 x 2 months = 3477.62

Minimum Bill

Water	*Sewer*	*Garbage*	*Utility Tax*	*Total*
22.83	38.76	27.75	2.28	91.62

Current Monthly Charge for 5 Months			Monthly Charge for 6 Months
$8,933.25	22.83 x 234 units x 5 / 12 = $2225.93	*Water*	22.83 x 234 units x 6 / 12 = $2671.11	$10,719.89
	38.76 x 234 units x 5 / 12 = $3779.10	*Sewer*	38.76 x 234 units x 6 / 12 = $4534.92	
	27.75 x 234 units x 5 / 12 = $2705.63	*Garbage*	27.75 x 234 units x 6 / 12 = $3246.75	
	2225.93 x .10 = $222.59	*Tax*	2671.11 x .10 = $267.11	

Timothy Day

From: Timothy Day
Sent: Tuesday, June 1, 2021 3:55 PM
To: 'Duane Gardner'; 'David Duristanti'; 'Sam Fite'; 'clunn@bowlinggreenfl.org'; 'NKosi Jones'
Cc: 'Carmen Silva'; 'timday1212@gmail.com'
Subject: Utilities ****** Please do not respond directly to this e-mail because of possible Sunshine Law Violations*****

Importance: High

Mayor/Commissioners,

I know we are all aware of the impending costs associated with the new reclaimed water line that will send are effluent through the pipes in Wauchula. In looking at are billing there are areas that I feel if addressed would put us in a much better financial position.

The **Avion Mobile Home Park** has 234 units. They have 1 meter and they pay a monthly rate of $ 8933.25 which is $ 107,199 annually. This would include water/sewer and trash in that bill. The park pays the bill monthly but the mobile home owners own their piece of the Co-Op. If the mobile home community owners were treated as traditional home owners as all of you are they would pay $ 1099.44 annually. This would translate to $ 257,268.96 annually. However, they are paying $ 107,199 annually. **This is a difference of $ 150, 69.96 THIS IS LOST REVENUE TO THE CITY.**

ou were to break down what the average owner in Avion is paying monthly, the cost is $ 38.17. The average homeowner in Bowling Green pays $ 91.62 monthly. This is a real problem that needs to be addressed.

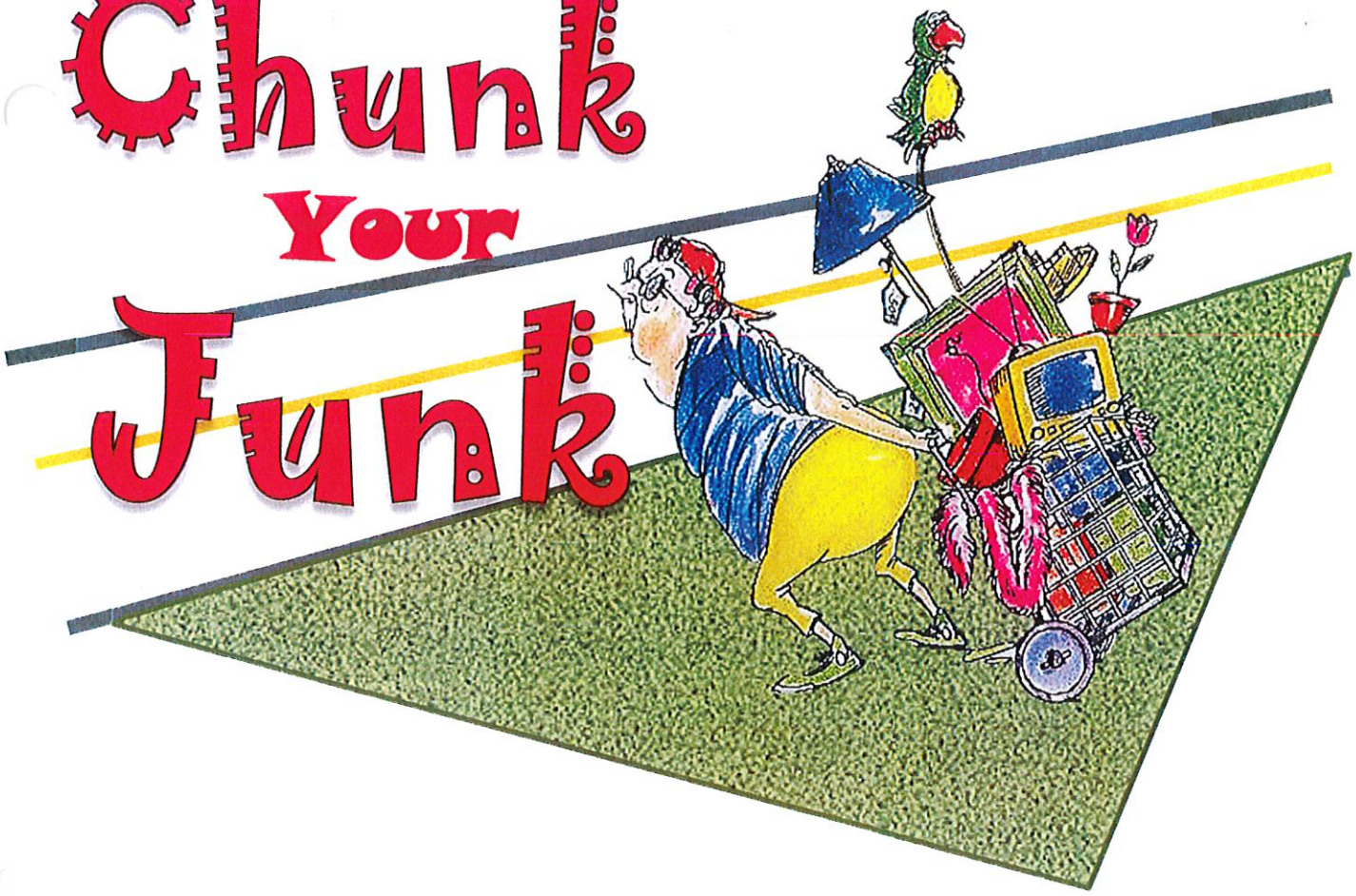
Secondly, we have historically allowed people to turn off their water when they are not here for a month or months. In doing so they do not incur a monthly cost. The issue for the city is we cannot not pay staff because we are taking in less revenue that month. We would still have to fix our pipes and maintain the water/sewer systems. In most communities this is not allowed. Our fixed costs cannot be adjusted because someone is not using the system during those months. When we look at the garbage removal costs they remain constant also. We still need 3 people on the truck and the fluctuation with what we pay for dumping is not even measurable.

For those reasons I believe we should adopt and **availability fee** for water/sewer/garbage. It will obviously be met with opposition with those effected. If something is not done to ensure these people are paying their fair share, rates for ALL users will have to be adjusted. Please know that I have in the past managed mobile home communities and they paid these fee's monthly whether in the unit 12 months or not. I was surprised when I realized this anomaly. With regard to their disposal of tree materials you would only have to look at the size of our burn piles to know that Avion maintains a beautiful park and puts that debris in the burn areas. They utilize our disposal 12 months a year. ALSO, today I rode thru the park and I would guesstimate that 15-20% of people are there right now in the month of June.

The **Pioneer RV Park** is currently paying $ 12,542.17 monthly. The total annual fee is $ 150,506.04 and they have 377 units. We do not handle garbage pick up but if we applied a water fee of $ 28.54 and a sewer fee of $ 48.45 they would have a monthly unit fee of $ 79.84. If we broke down the $ 79.84 monthly fee to 377 unit our monthly revenue would be $ 30,099.68. This translates further to an annual cost of $ 361,196.16 which represents a **missed opportunity of $ 0,690.12.** Pioneer Park is a for profit entity....

If we were to sell off our utilities to a private company this is exactly what they would do to recapture the costs of providing this service.....

Chunk Your Junk



GET YOUR JUNK TO THE CURB
AND IT WILL DISAPPEAR
COMPLIMENTS OF THE

CITY OF BOWLING GREEN

Wednesday, July 14, 2021

Residential Only
Up to 6 yards per residence
No Paint, Chemicals or Other Hazardous Materials
2 Tire Limit Per Address