



CITY OF BOWLING GREEN
PROPOSED FUTURE LAND USE MAP AMENDMENT & REZONING
OVERVIEW REPORT
September 14, 2021

TO: Bowling Green City Commission

FROM: Central Florida Regional Planning Council

SUBJECT: **ORDINANCE NO. 2021-09**
AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN, FLORIDA, SPECIFICALLY AMENDING TWO (2) PARCELS OF LAND TOTALING 10.13 ACRES LOCATED AT 4315 CHESTER AVE AND SOUTHWEST OF THE INTERSECTION OF CHESTER AVE AND BANANA STREET EAST (PARCEL NUMBERS: 05-33-25-0000-09670-0000, 04-33-25-0010-00034-0001), FROM THE ZONING OF R-1, SINGLE FAMILY RESIDENTIAL TO PLANNED UNIT DEVELOPMENT TO ALLOW FOR 31 SINGLE FAMILY HOMES AND TO RECOGNIZE AN EXISTING CHURCH.

AGENDA DATES:

Monday, July 19, 2021, 6:30 PM: City Commission Meeting– First Reading (Ordinance 2021-06)

Tuesday, August 10, 2021, 6:30 PM: City Commission Meeting
Ordinance 2021-06 – Second Reading
Ordinance 2021-09 – First Reading

Tuesday, September 14, 2021, 6:30 PM: City Commission Meeting – Second Reading (Ordinance 2021-09)

CITY COMMISSION ACTIONS:

- On July 19, 2021, at first reading, the City Commission approved the Future Land Use Amendment (Ordinance 2021-06) and denied the rezoning (Ordinance 2021-09). The City Commission directed the applicant that they would like to see single family homes instead of duplexes A rezoning to Planned Unit Development was determined to be the best option.
- On August 10, 2021, at first reading for Ordinance 2021-09, the City Commission approved with changes. Changes included that the property must connect to City central water, wastewater and solid waste and the private road must be paved to County standards. Conditions have been updated to reflect these changes.

CITY COMMISSION MOTION OPTIONS:

Zoning

1. Move to **approve** Ordinance 2021-09 on Second Reading.
2. Move to **approve with changes** Ordinance 2021-09 on Second Reading.
3. Move to **deny** Ordinance 2021-09 on Second Reading.

ATTACHMENTS:

- Aerial Photo Map
- Concept Plan
- Current Future Land Use Map
- Proposed Future Land Use Map (Approved)
- Current Zoning Map
- Proposed Zoning Map
- Applications

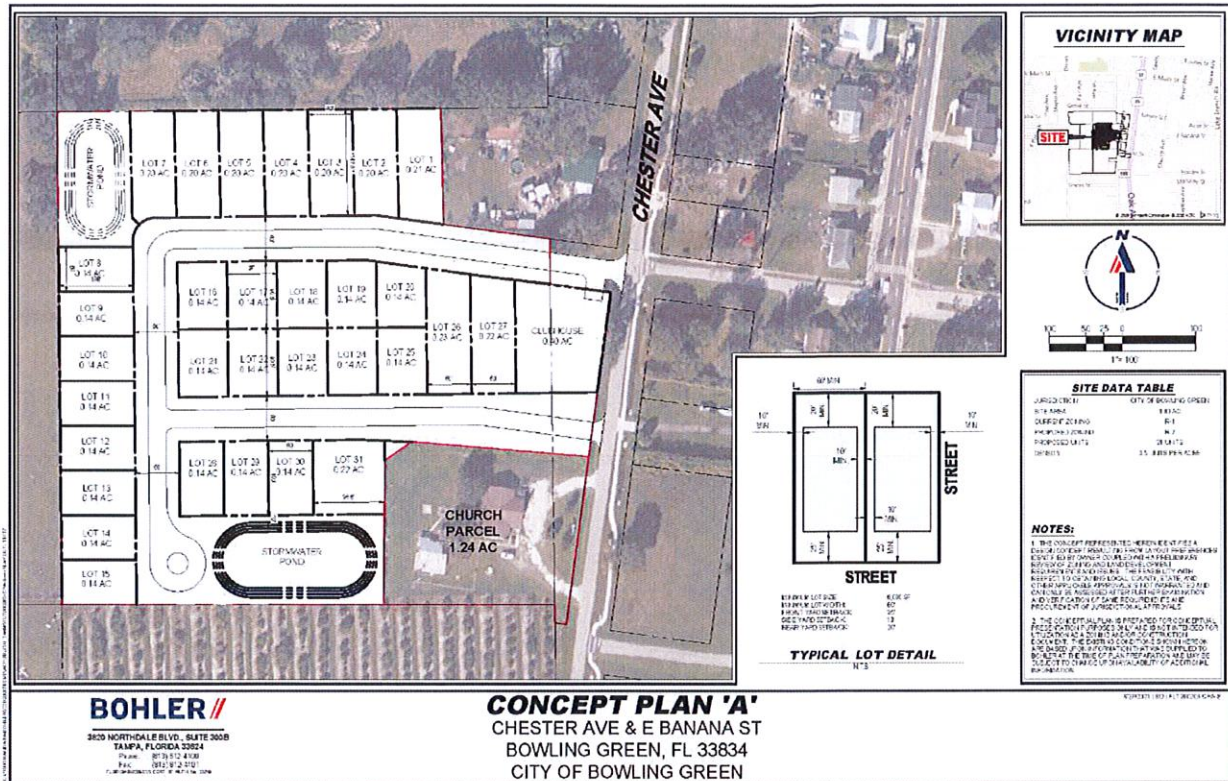
OVERVIEW:

Applicant	John Raymond
Property Owner	Bishop of Diocese
Parcel IDs	05-33-25-0000-09670-0000, 04-33-25-0010-00034-0001
Subject Area	10.13 acres
Future Land Use	Medium Density Residential
Existing Zoning	R-1, Single Family Residential
Proposed Zoning	Planned Unit Development
Previous Hearings	First Reading, Approved with Changes.

REASON FOR REQUEST:

John Raymond ('applicant') is requesting a rezoning to change two (2) parcels of land totaling approximately 10.13 acres from the zoning of R-1 Single Family Residential to PUD – Planned Unit Development. The subject parcels are located at 4315 Chester Ave and Southwest of the intersection of Chester Ave and Banana Street East.

The purpose of the request is to establish Future Land Use and zoning assignments to support the subdivision of the property to maintain the existing church use and allows for the future residential development of 31 single family homes. See concept plan below for reference.



CONSISTENCY WITH THE COMPREHENSIVE PLAN:

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

EXISTING – FUTURE LAND USE

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

EXISTING – ZONING

Bowling Green Land Development Code: Section 2.04.02.02 – R-1 Single Family Residential
The purpose of the district is to establish areas which are uniquely appropriate for low-density residential neighborhoods with ample open space and outdoor living areas; to designate appropriate uses and services within the district; and to establish development standards appropriate to ensure proper development and a low-density residential environment.

PROPOSED –ZONING

Bowling Green Land Development Code: Section 2.04.02.11 PUD Planned Unit Development

Planned Unit Development (PUD) districts are intended for specialized purposes, where a proposed project warrants greater flexibility than a standard district provides; when the Comprehensive Plan requires a Planned Unit Development review process; or when the ability to attach conditions to a site plan is warranted.

LAND USE ANALYSIS:

The subject properties are located at 4315 Chester Ave and southwest of the intersection of Chester Ave and Banana Street East in Bowling Green. The properties are primarily vacant with the exception of an existing church use on the southeastern portion of the property. Single family residential uses surround the subject property on the north, west and east sides, with agricultural crop lands to the south. There are also a few properties with Commercial Future land Use and zoning located to the east and the southwest of the subject property which support opportunities for future nonresidential development.

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

Land Use Matrix

Northwest	North	Northeast
<p>Future Land Use: Low Density Residential</p> <p>Zoning: R-1 – Single Family Residential</p> <p>Existing Land Use: Vacant Land</p>	<p>Future Land Use: Low Density Residential</p> <p>Zoning: R-1 – Single Family Residential</p> <p>Existing Land Use: Single Family Residential</p>	<p>Future Land Use: Low Density Residential</p> <p>Zoning: R-1 – Single Family Residential</p> <p>Existing Land Use: Single Family Residential</p>
West	Subject Parcel	East
<p>Future Land Use: Low Density Residential</p> <p>Zoning: R-1 – Single Family Residential</p> <p>Existing Land Use: Vacant and Single Family Residential</p>	<p>Future Land Use: <u>Current: Low Density Residential</u></p> <p>Proposed: Medium Density Residential</p> <p>Zoning: <u>Current: R-1 – Single Family Residential</u></p> <p>Proposed: Planned Unit Development</p> <p>Existing Land Use: Vacant land and Church</p>	<p>Future Land Use: Low Density Residential and Commercial</p> <p>Zoning: R-1 – Single Family Residential and C-2 – Service Commercial</p> <p>Existing Land Use: Vacant and Single Family Residential</p>
Southwest	South	Southeast
<p>Future Land Use: Commercial</p> <p>Zoning: R-1 – Single Family Residential</p> <p>Existing Land Use: Vacant and Single Family Residential</p>	<p>Future Land Use: Low Density Residential</p> <p>Zoning: R-1 – Single Family Residential</p> <p>Existing Land Use: Single-family residential and Agriculture/ Crop</p>	<p>Future Land Use: Commercial</p> <p>Zoning: R-1 – Single Family Residential and C-2 – Service Commercial</p> <p>Existing Land Use: Vacant property and utility tower</p>

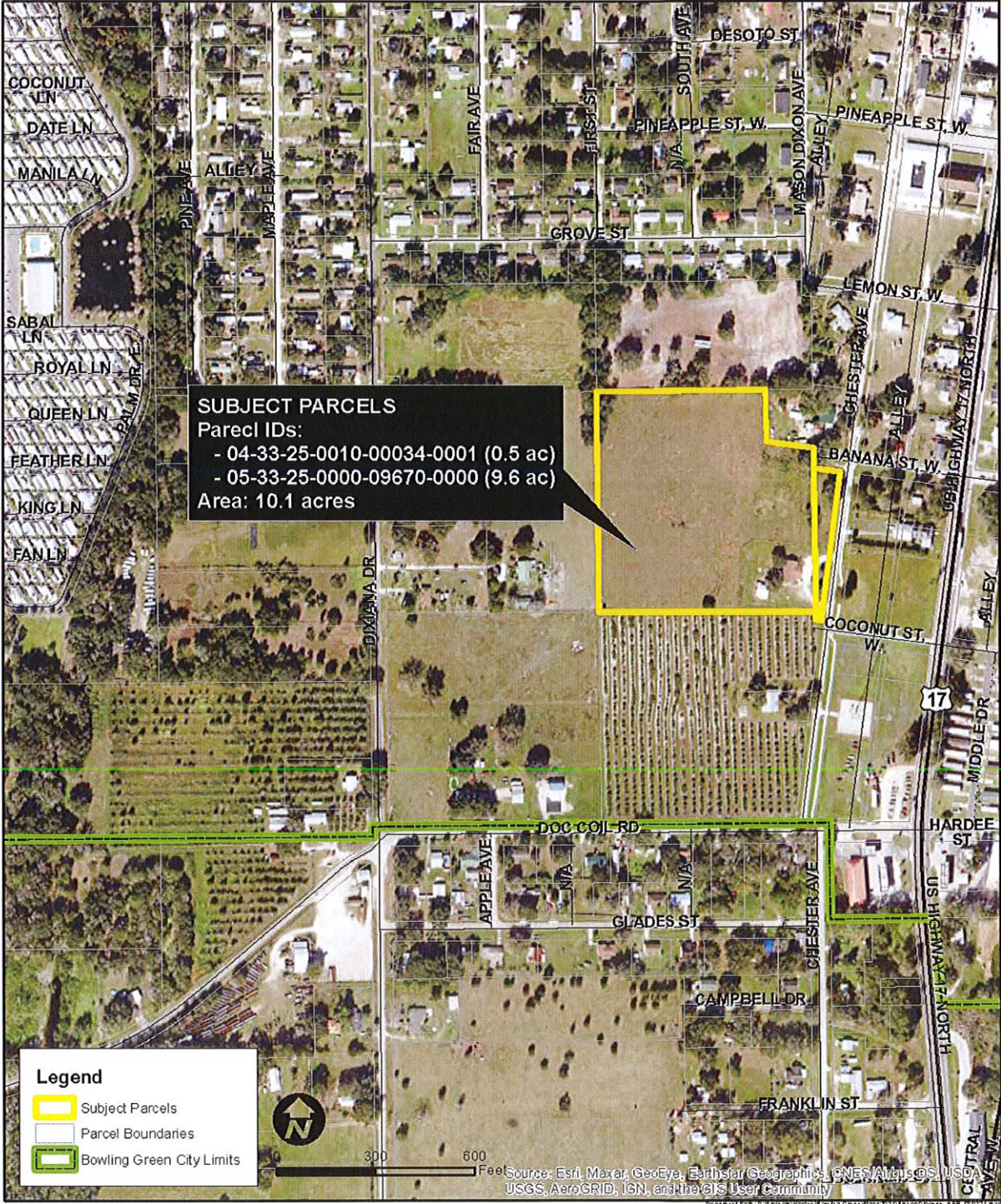
PUBLIC FACILITIES AND SERVICES ANALYSIS:

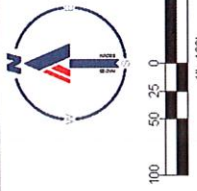
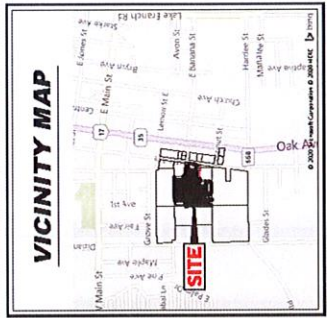
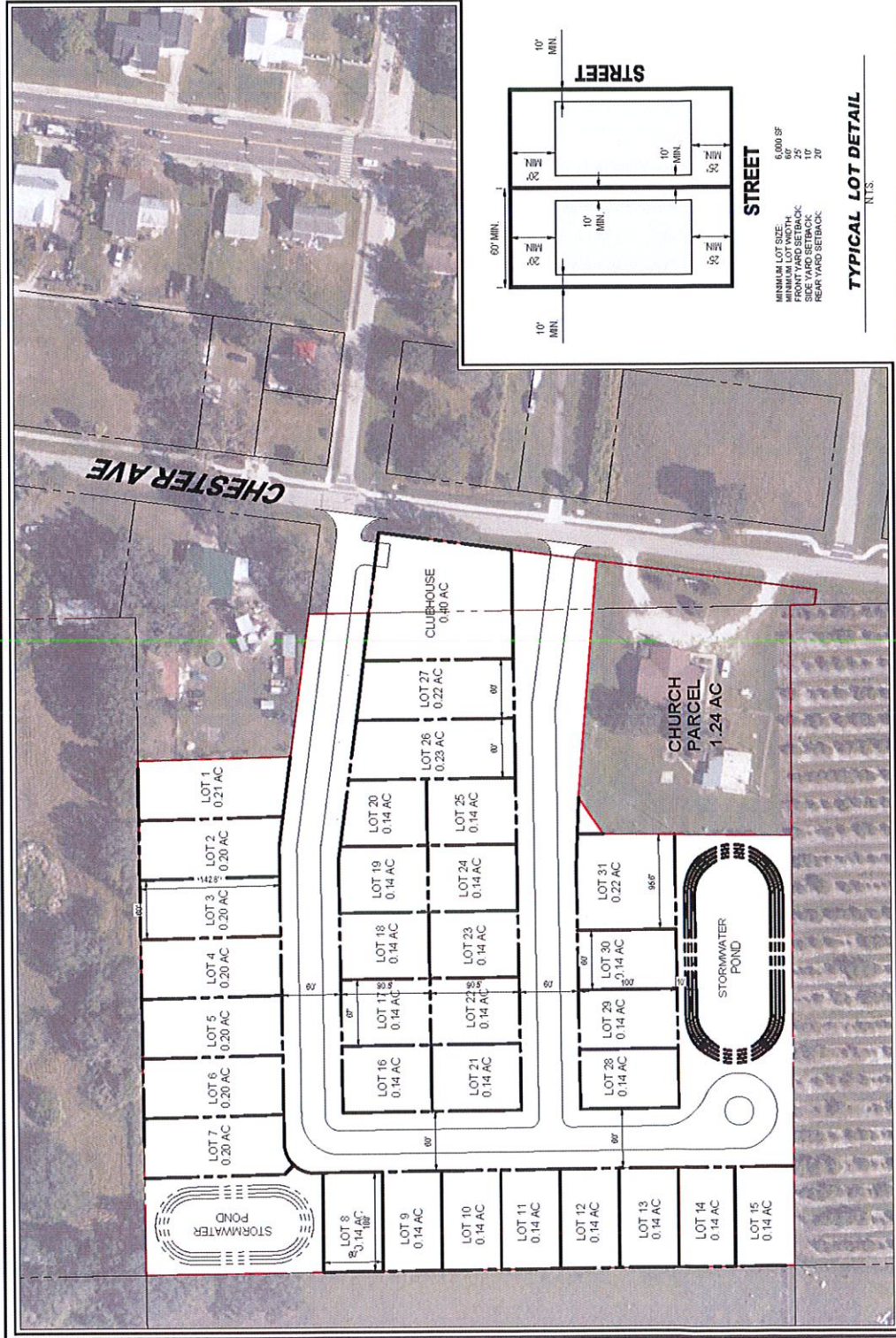
The Medium Density Residential Future Land Use, PUD zoning and proposed development intent of the property are not anticipated to have any negative impacts on the City’s public facilities and services.

PROPOSED PUD CONDITIONS OF APPROVAL

- 1) The private road shall be a minimum of 24' wide and paved to County standards. The private road shall be constructed within a minimum of 60' of right of way. The road shall be installed and maintained by the developer.
- 2) The minimum lot size shall be 6,000 square feet and a minimum of 60-ft wide for each Single-Family Home.
- 3) No more than thirty-one (31) single family homes may be constructed.
- 4) The building setbacks are as follows:
 - a. Front Yard: 20'
 - b. Side Yard: 10'
 - c. Rear Yard: 20'
- 5) All stormwater improvements must be approved by the Southwest Florida Water Management District.
- 6) The property must connect to City central water and wastewater and solid waste.
- 7) The cul-de-sac must be constructed consistent with engineering standards and must be approved by the City engineer and the County Fire Department.
- 8) The existing church is recognized as part of the Planned Unit Development. Any future modifications or expansions of the church shall be consistent with all applicable requirements of the Bowling Green Land Development Code.

CITY OF BOWLING GREEN AERIAL PHOTO MAP

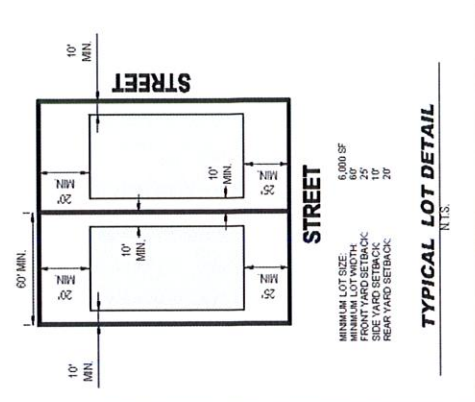




SITE DATA TABLE	
JURISDICTION	CITY OF BOWLING GREEN
SITE AREA	8.80 AC
CURRENT ZONING	R-1
PROPOSED ZONING	R-2
PROPOSED UNITS	31 UNITS
DENSITY	3.5 UNITS PER ACRE

NOTES:

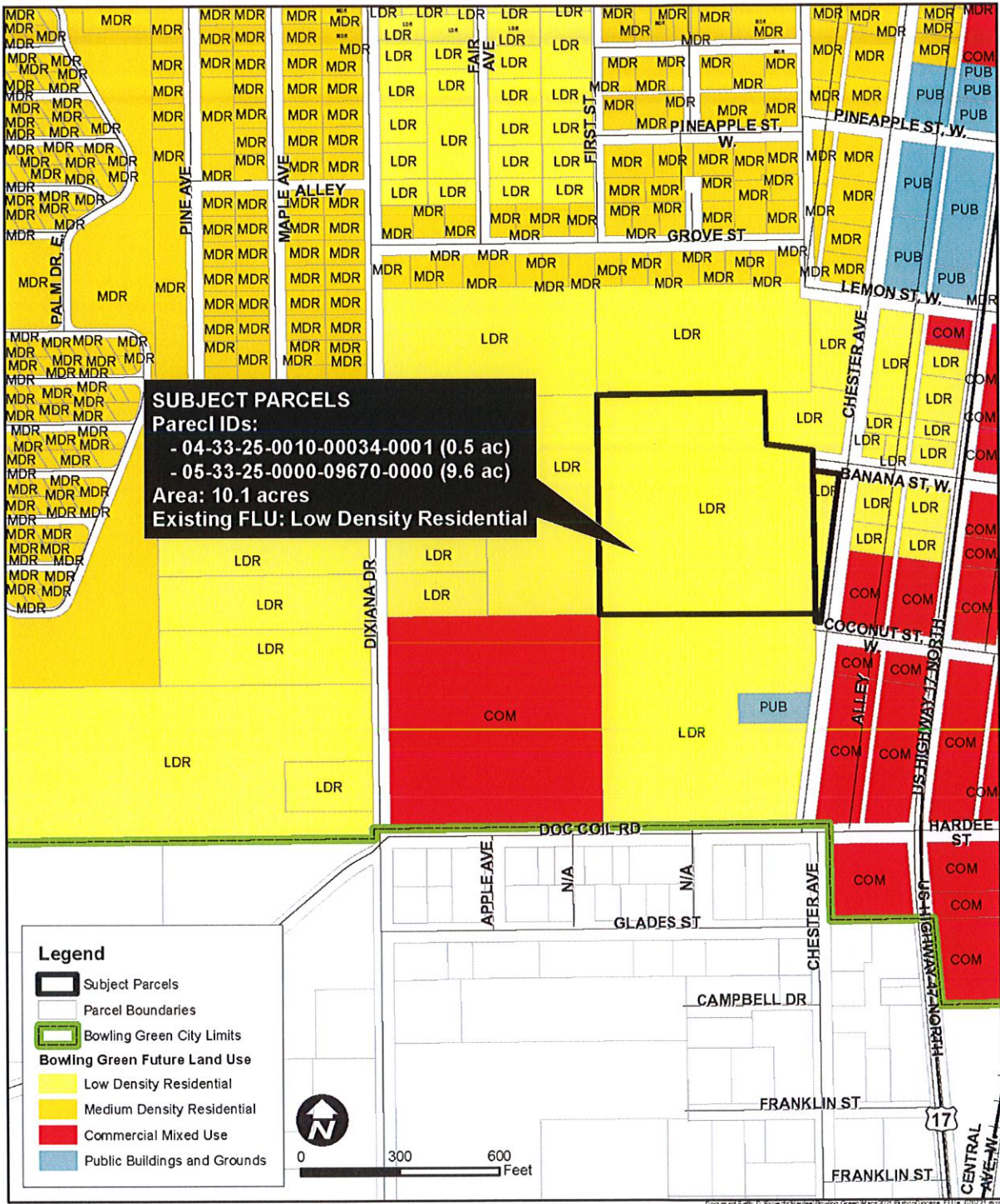
1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES AND CONCEPTUAL DEVELOPMENT. THIS IS A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY, WITH REGARD TO THE CONCEPT REPRESENTED HEREIN, CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.
2. THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO BOHLER AND IS NOT GUARANTEED. THE CLIENT SHALL BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.



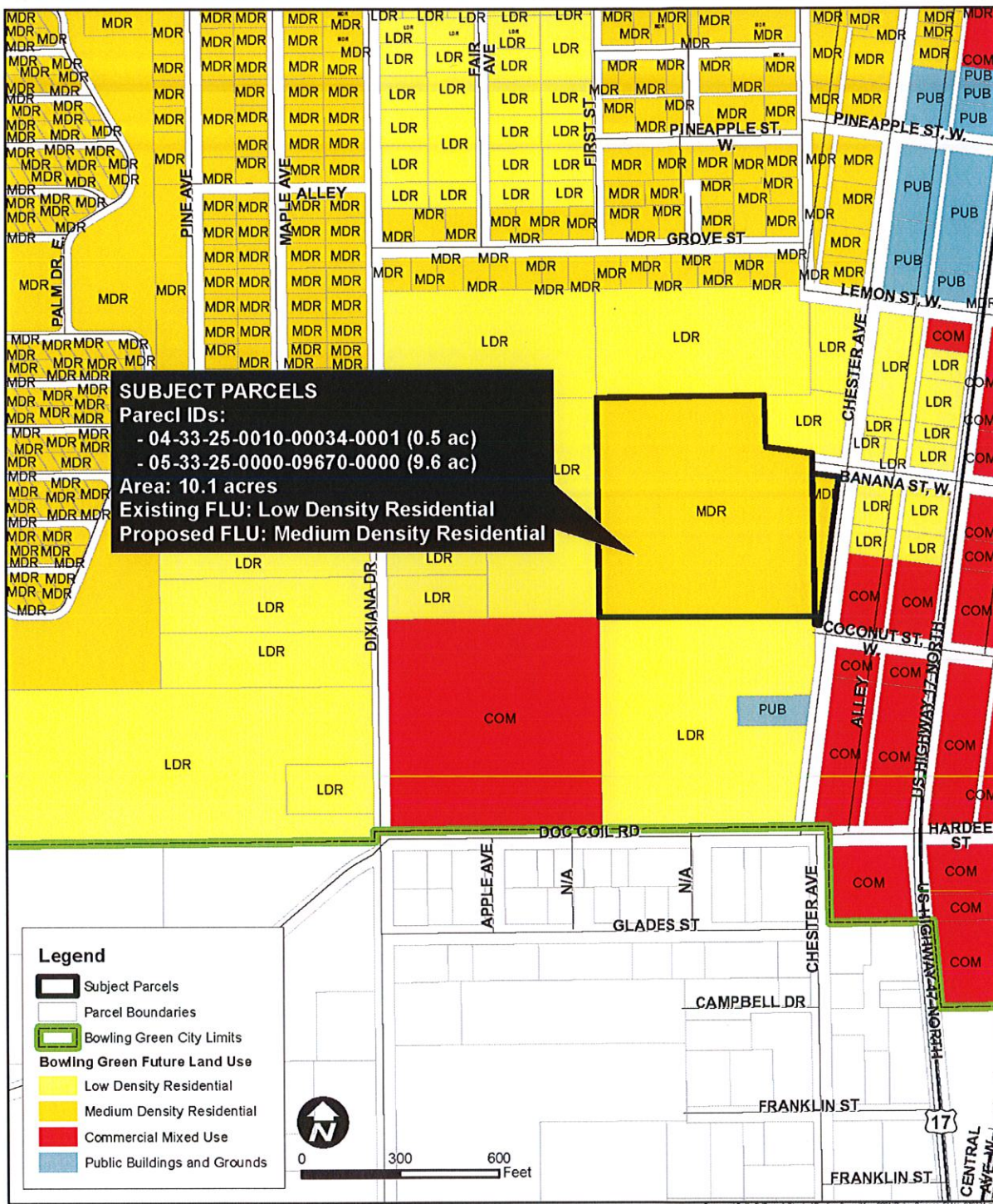
CONCEPT PLAN 'A'
 CHESTER AVE & E BANANA ST
 BOWLING GREEN, FL 33834
 CITY OF BOWLING GREEN

BOHLER
 3820 NORTHDALE BLVD., SUITE 300B
 AUSTIN, TEXAS 78704
 Phone: (813) 812-4100
 Fax: (813) 812-4101
 FLORIDA PROFESSIONAL CORP. OF ARCH. NO. 3009

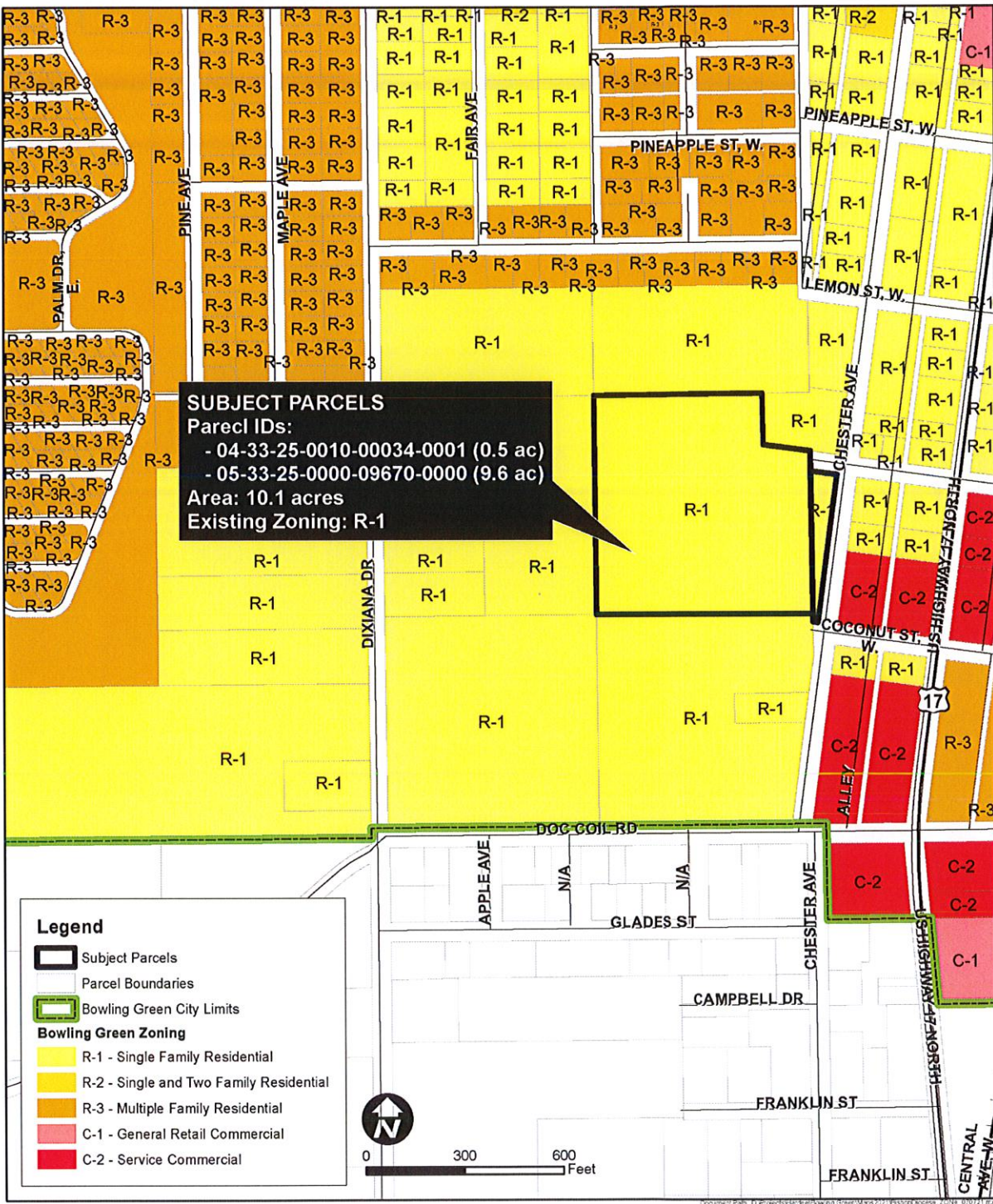
CITY OF BOWLING GREEN FUTURE LAND USE MAP - EXISTING



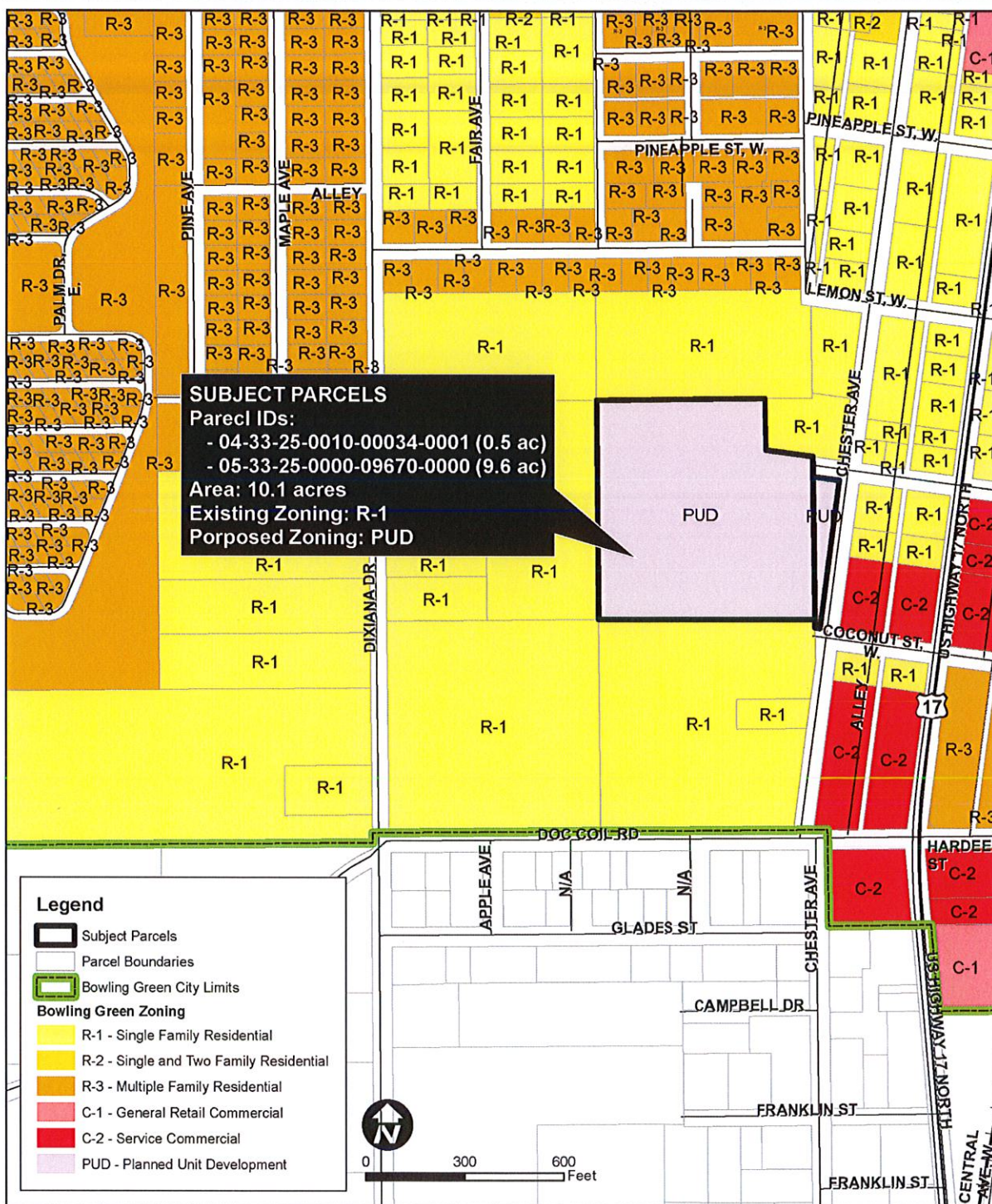
CITY OF BOWLING GREEN FUTURE LAND USE MAP - PROPOSED



CITY OF BOWLING GREEN ZONING MAP - EXISTING



CITY OF BOWLING GREEN ZONING MAP - PROPOSED



SUBJECT PARCELS
 Parcel IDs:
 - 04-33-25-0010-00034-0001 (0.5 ac)
 - 05-33-25-0000-09670-0000 (9.6 ac)
 Area: 10.1 acres
 Existing Zoning: R-1
 Proposed Zoning: PUD

CITY OF BOWLING GREEN APPLICATION FOR
FUTURE LAND USE MAP CHANGE

Application No.
Deposit Required with
Application: ~~\$500.00~~
**This is a City initiated
Request and fees are
waived.**

DATE: 6/25/2021

APPLICANT NAME(S): John Raymond / National Development of
America, Inc.

OWNER NAME(S) Bishop of Diocese

OWNER'S ADDRESS: 1000 Pinebrook Road, Venice, FL 34825

PHONES: 864.903.3471

PROPERTY APPRAISER'S PARCEL ID NUMBER: 05-33-25-0000-09670-0000 & 04-33-25-
0010-00034-0001

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

Chester Ave, SW of the intersection Chester Ave and E Banana St. Bowling Green

BOWLING GREEN CURRENT FUTURE LAND USE CLASSIFICATION: Low Density
Residential

BOWLING GREEN PROPOSED FUTURE LAND USE CLASSIFICATION: Medium Density
Residential

BOWLING GREEN CURRENT ZONING CLASSIFICATION: R-1 Single Family Residential

CURRENT USE OF PROPERTY: Church and Vacant Land

PROPOSED USE OF PROPERTY: Subdivision consisting of all Duplexes available for rent.

The existing church parcel will be subdivided and remain in use. The development will

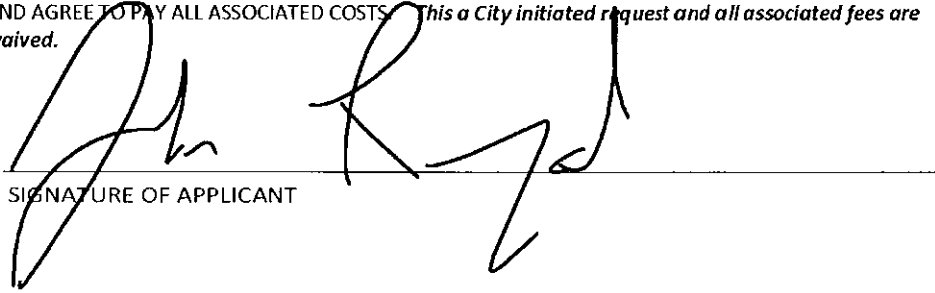
also feature a clubhouse.

USES SURROUNDING PROPERTY ON ALL FOUR SIDES:

North: Single Family and Vacant Land East: Single Family and Vacant Land
South: Citrus Grove West: Vacant Land

ANY OTHER INFORMATION ABOUT THE PROPERTY THAT IS PERTINENT: Property consists of 10.13 acres and is home to the Holy Child Catholic Mission. The church will remain as part of the development and the Diocese of Venice will own the subdivision. The project will be funded utilizing financing available through the Florida Housing Finance Corporation. The property will be professionally managed by a third-party property management company.

I HEREBY APPLY FOR A FUTURE LAND USE MAP CHANGE OF THE REFERENCED PROPERTY AS INDICATED AND AGREE TO PAY ALL ASSOCIATED COSTS. *This a City initiated request and all associated fees are waived.*



SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

STAFF RECOMMENDATION () YES () NO

STAFF COMMENTS AND RECOMMENDED CONDITIONS:

STAFF REVIEWER:

SIGNATURE

DATE

ADDENDUM "A"

NE 1/4 of SE 1/4 of SE 1/4 of Section 5, Township 33 South, Range 25 East, less and except the following:

Begin at the NE corner of the NE 1/4 of SE 1/4 of SE 1/4 of Section 5, Township 33 South, Range 25 East; thence run South along the East line of said NE 1/4 of SE 1/4 of SE 1/4 of Section 5, for a distance of 170.08 feet; thence run North 89°37'40" West for a distance of 145.08 feet; thence run North for a distance of 170.08 feet; thence run South 89°37'40" East for a distance of 145.08 feet to Point of Beginning, Hardee County, Florida, AND All that part of Block 34, original town survey of Bowling Green, Florida, less and except the following:

Begin at the SW corner of said Block 34, original survey of Bowling Green for Point of Beginning; thence run North for a distance of 25.39 feet; thence run South 89°37'40" East, for a distance of 15.96 feet to a point on the Easterly line of said Block 34; thence run South 8°31'15" West along the Easterly line of said Block 34 for a distance of 27.38 feet to the SE corner of Block 34; thence run North 81°27'40" West for a distance of 12.04 feet to the Point of Beginning, Hardee County, Florida.

Rezoning
Application City of
Bowling Green

**CITY OF BOWLING
GREEN APPLICATION
FOR REZONING**

Application No.
Deposit Required with
Application: \$500.00

DATE: 5/26/2021

APPLICANT NAME(S): John Raymond / National Development of America, Inc.

OWNER NAME(S) Bishop of Diocese

OWNER'S ADDRESS: 1000 Pinebrook Road, Venice, FL 34825

PHONES: 864.903.3471

PROPERTY APPRAISER'S PARCEL ID NUMBER: 05-33-25-0000-09670-0000 & 04-33-25-0010-00034-0001

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

Chester Ave, SW of the intersection Chester Ave and E Banana St. Bowling Green

BOWLING GREEN CURRENT FUTURE LAND USE CLASSIFICATION: Single Family Residential

BOWLING GREEN CURRENT ZONING CLASSIFICATION: R-1 Single Family

Residential

BOWLING GREEN PROPOSED ZONING CLASSIFICATION: R-2 Single Family and Duplex

CURRENT USE OF PROPERTY: Church and Vacant Land

PROPOSED USE OF PROPERTY: Subdivision consisting of all Duplexes available for rent. The existing church parcel will be subdivided and remain in use. The development will also feature a clubhouse.

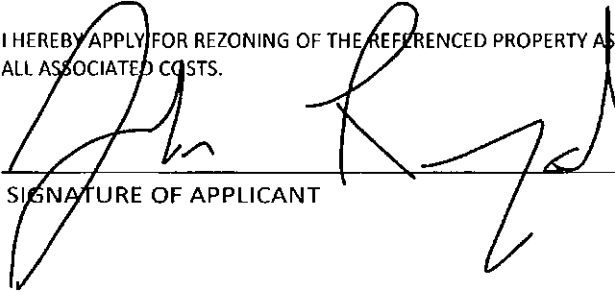
Rezoning
Application City of
Bowling Green

USES SURROUNDING PROPERTY ON ALL FOUR SIDES:

North: Single Family and Vacant Land East: Single Family and Vacant Land
South: Citrus Grove West: Vacant Land

ANY OTHER INFORMATION ABOUT THE PROPERTY THAT IS PERTINENT: Property consists of 10.13 acres and is home to the Holy Child Catholic Mission. The church will remain as part of the development and the Diocese of Venice will own the subdivision. The project will be funded utilizing financing available through the Florida Housing Finance Corporation. The property will be professionally managed by a third-party property management company.

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



SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

STAFF RECOMMENDATION () YES () NO

STAFF COMMENTS AND RECOMMENDED CONDITIONS:

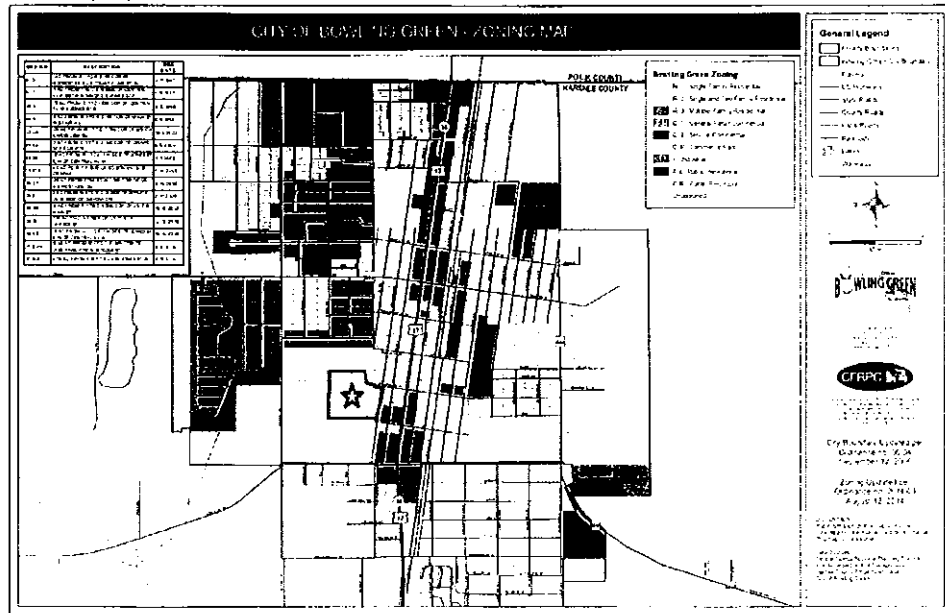
STAFF REVIEWER:

SIGNATURE

DATE

Rezoning
 Application City of
 Bowling Green

1. A legal description of the property, including the size of the area in acres.
 - a. See addendum. To be updated.
2. A description of the proposed rezoning, specifying the goals, objectives and policies of the Comprehensive Plan that it supports and advances.
 - a. National Development of America, Inc. is proposing a rezone on behalf of the Bishop of the Diocese of Venice to rezone the subject property from R-1 Single Family Residential to R-2 Single Family and Duplex Residential to develop affordable housing. The proposed development will feature single-story duplexes. The proposed density will provide a distinct balance between the surrounding Single Family and the Future Land use across Chester Avenue which is mixed-use commercial.
3. A detailed map showing the location of the property in the City, existing land use, existing surrounding land uses; existing zoning and boundaries of the zoning district, and the proposed boundaries of the rezoned district.



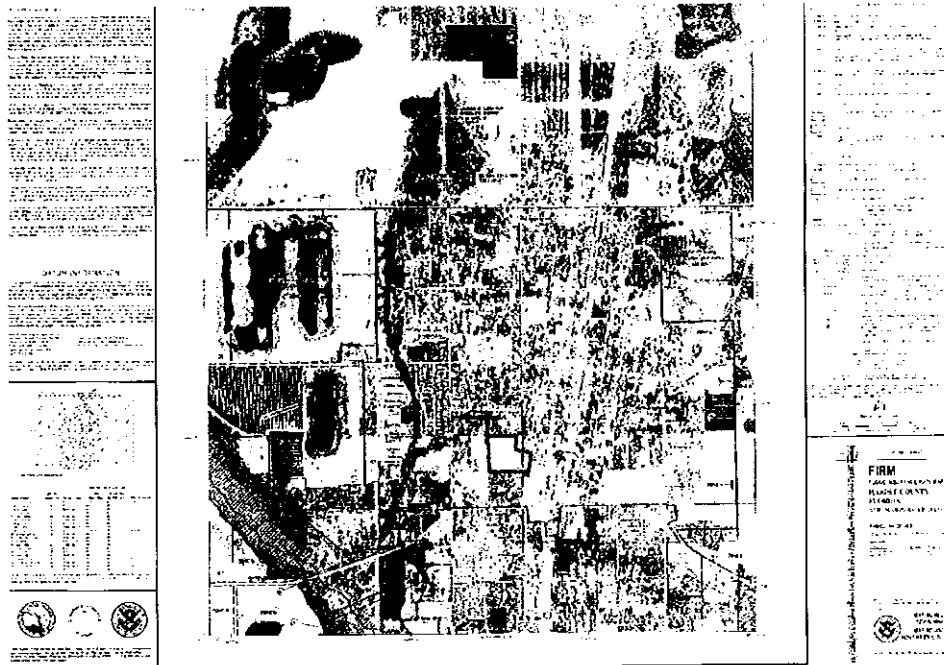
4. A description and generalized site plan of any proposed development, including the number of units proposed and resulting net density; number of required parking spaces and location; footprint of all proposed buildings and structures on the site, including setbacks; required landscape and buffer yards; and sign locations.

See attached.

Rezoning
Application City of
Bowling Green

5. The location of existing sewer service and potable water facilities to the development site and whether or not the existing facilities will serve the new development.
 - a. Water and sewer are available as they are provided to the existing church property. Exact locations will be confirmed as part of our due diligence.
6. The functional classification of all roadways that will be impacted by development permitted by the proposed zoning district, with current and estimated future daily traffic volumes.
 - a. Doc Coil Road: AADT 600 (2019).
 - b. US Highway 17: AADT 15,100 (2019)
 - c. The proposed development will feature no more than 60 units spread across two phases. Minimal impacts on traffic are anticipated.
7. The location of all public and private streets, driveways and utility easements within and adjacent to the site.
 - a. See survey
8. A description of the terrain and the vegetation on the site, including a topographic map, when available.
 - a. Flood Zone X: Area of Minimal Flood Hazard
 - i. Map #: 12049C0064D effective 11/6/2013

Rezoning
Application City of
Bowling Green



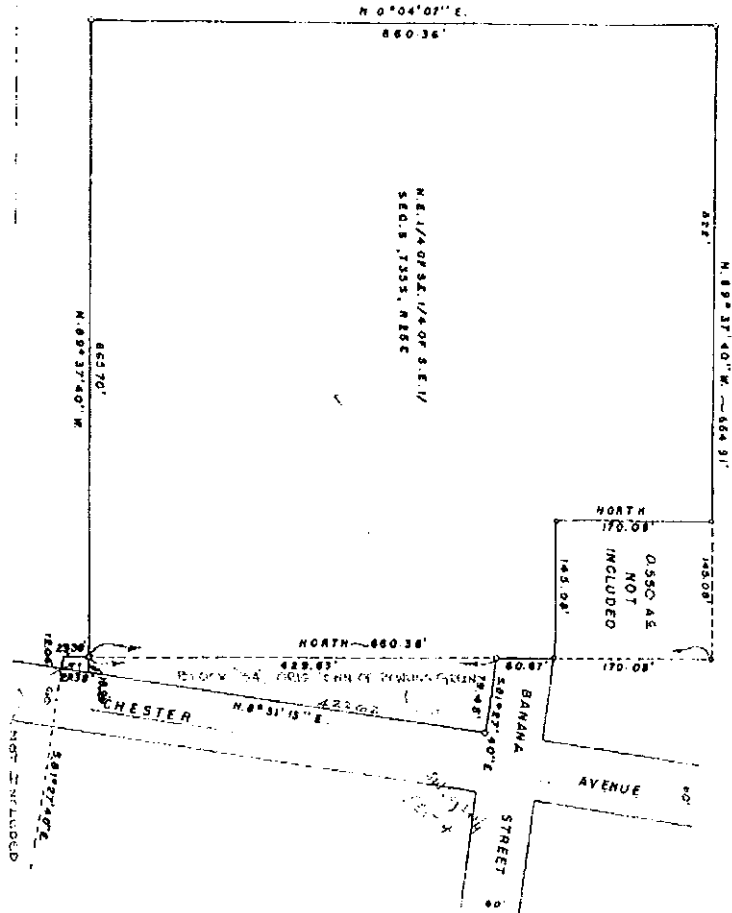
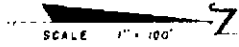
- b. The property consists primarily of open grass land with several native trees
 - c. Wetlands: there are no wetlands on site.
 - d. Topographic map is not available currently
9. An inventory and description of surface water and wetlands; and any floodplains on the site.
- a. The site is in Flood Zone X and there are no wetlands on site.
10. A general inventory of plant and animal species common to the area, any endangered plant and animal species, and habitats present on the site.
- a. The site is primarily grassland with several palm trees and oak trees. There are no known habitats on site.
11. A inventory of trees with an estimate of canopy that they provide, and an inventory of stands of mature trees and understory vegetation that may provide wildlife habitats or other environmentally unique areas.
- a. Less than 5% of the site has canopy cover or understory vegetation.

ADDENDUM "A"

NE 1/4 of SE 1/4 of SE 1/4 of Section 5, Township 33 South, Range 25 East, less and except the following:

Begin at the NE corner of the NE 1/4 of SE 1/4 of SE 1/4 of Section 5, Township 33 South, Range 25 East; thence run South along the East line of said NE 1/4 of SE 1/4 of SE 1/4 of Section 5, for a distance of 170.08 feet; thence run North 89°37'40" West for a distance of 145.08 feet; thence run North for a distance of 170.08 feet; thence run South 89°37'40" East for a distance of 145.08 feet to Point of Beginning, Hardee County, Florida, AND All that part of Block 34, original town survey of Bowling Green, Florida, less and except the following:

Begin at the SW corner of said Block 34, original survey of Bowling Green for Point of Beginning; thence run North for a distance of 25.39 feet; thence run South 89°37'40" East, for a distance of 15.96 feet to a point on the Easterly line of said Block 34; thence run South 8°31'15" West along the Easterly line of said Block 34 for a distance of 27.38 feet to the SE corner of Block 34; thence run North 81°27'40" West for a distance of 12.04 feet to the Point of Beginning, Hardee County, Florida.



Corrected Survey
on Smith Property,
Bowling Green, Fla.

ORDINANCE NO. 2021-09

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN, FLORIDA, SPECIFICALLY AMENDING TWO (2) PARCELS OF LAND TOTALING 10.13 ACRES LOCATED AT 4315 CHESTER AVE AND SOUTHWEST OF THE INTERSECTION OF CHESTER AVE AND BANANA STREET EAST (PARCEL NUMBERS: 05-33-25-0000-09670-0000, 04-33-25-0010-00034-0001), FROM THE ZONING OF R-1, SINGLE FAMILY RESIDENTIAL TO PLANNED UNIT DEVELOPMENT TO ALLOW FOR 31 SINGLE FAMILY HOMES) AND TO RECOGNIZE AN EXISTING CHURCH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

1. The parcels are described as located at 4315 Chester Ave and Southwest of the intersection of Chester Ave and Banana Street East (Parcel Numbers 05-33-25-0000-09670-0000, 04-33-25-0010-00034-0001) as shown in Exhibit "A" attached hereto.
2. The parcels, as platted and described above, constitute less than five percent (5%) of the municipally-zoned area of the City; and
3. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.
4. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

INTRODUCED AND PASSED on First Reading this ____ day of _____, 2021.

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

CITY OF BOWLING GREEN

Duane Gardner, Mayor

Attest:

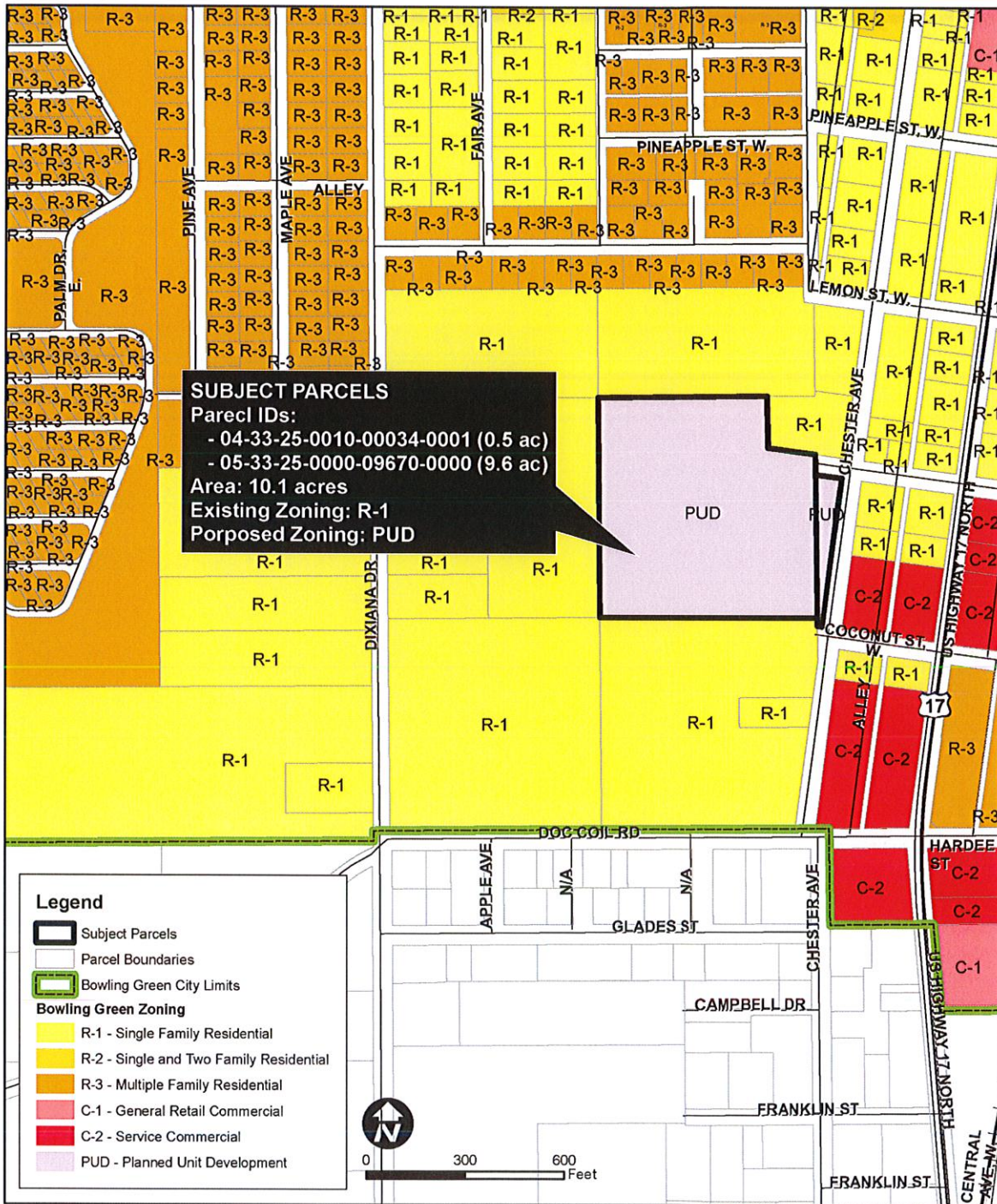
Maria Carmen Silva, City Clerk

Approved as to Form:

Gerald Buhr, City Attorney

**ORDINANCE NO. 2021-09
EXHIBIT "A"**

**CITY OF BOWLING GREEN
ZONING MAP - PROPOSED**



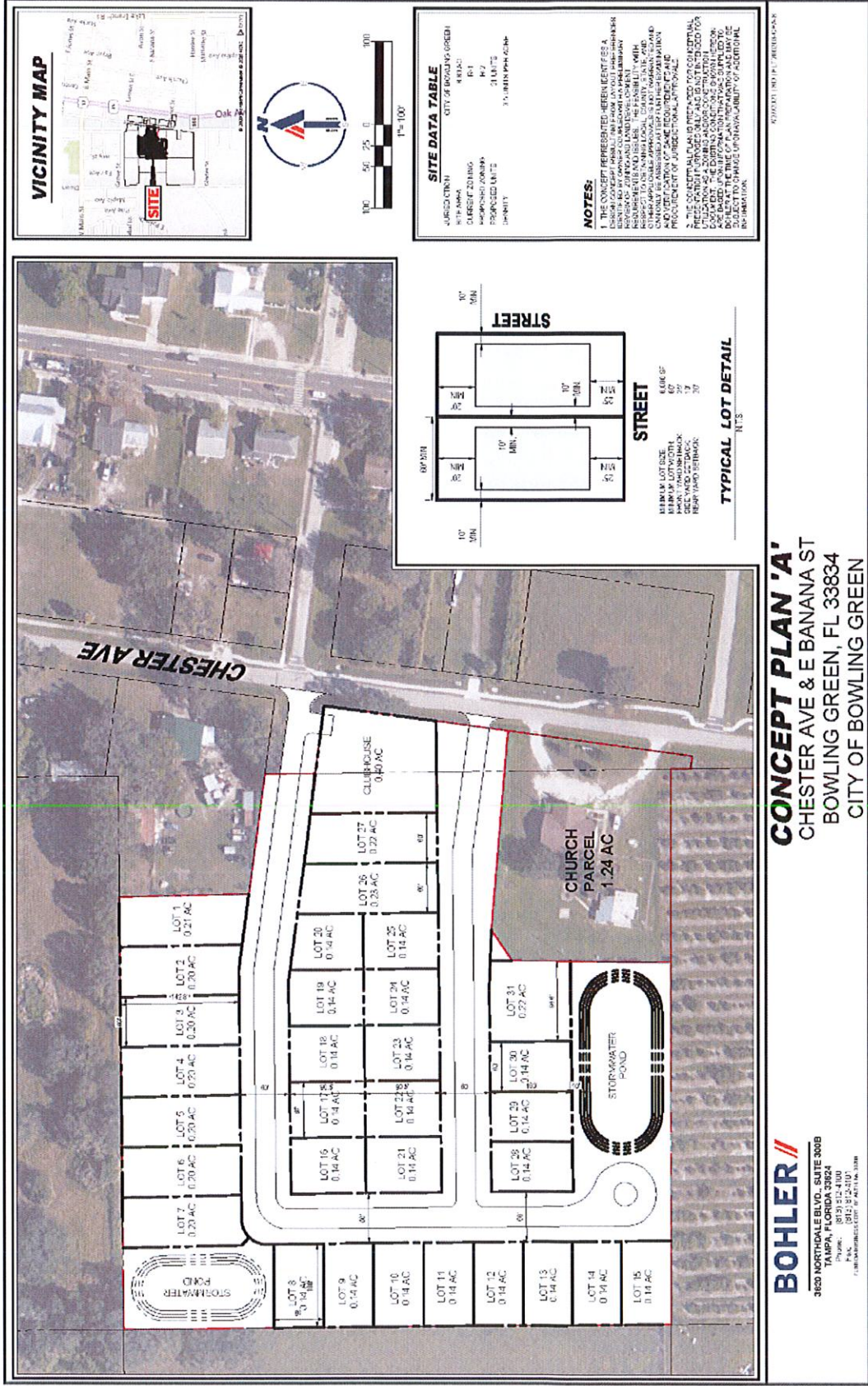
ORDINANCE NO. 2021-09
EXHIBIT "B"

Conditions of Approval

- 1) The private road shall be a minimum of 24' wide and paved to County standards. The private road shall be constructed within a minimum of 60' of right of way. The road shall be installed and maintained by the developer.
- 2) The minimum lot size shall be 6,000 square feet and a minimum of 60-ft wide for each Single-Family Home.
- 3) No more than thirty-one (31) single family homes may be constructed.
- 4) The building setbacks are as follows:
 - a. Front Yard: 20'
 - b. Side Yard: 10'
 - c. Rear Yard: 20'
- 5) All stormwater improvements must be approved by the Southwest Florida Water Management District.
- 6) The property must connect to City central water, wastewater and solid waste.
- 7) The cul-de-sac must be constructed consistent with engineering standards and must be approved by the City engineer and the County Fire Department.
- 8) The existing church is recognized as part of the Planned Unit Development. Any future modifications or expansions of the church shall be consistent with all applicable requirements of the Bowling Green Land Development Code.

ORDINANCE NO. 2021-02
EXHIBIT "C"

Binding Master Plan





**CITY OF BOWLING GREEN
REZONING
OVERVIEW REPORT
September 14, 2021**

TO: Bowling Green City Commission

SUBJECT: Ordinance 2021-12 - Rezoning:
AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN, FLORIDA, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND TOTALING .42 ACRES LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTER AVE AND BANANA STREET EAST (PARCEL NUMBER: 04-33-25-0010-00035-0011), FROM THE ZONING OF R-1, SINGLE FAMILY RESIDENTIAL TO R-2, SINGLE and TWO FAMILY RESIDENTIAL

AGENDA DATES:

Tuesday, September 14, 2021, 6:30 PM: City Commission Meeting– First Reading
Tuesday, October 12, 2021, 6:30 PM: City Commission Meeting – Second Reading

CITY COMMISSION MOTION OPTIONS:

1. Move to **approve** Ordinance 2021-12 on First Reading.
2. Move to **approve with changes** Ordinance 2021-12 on First Reading.
3. Move to **deny** Ordinance 2021-12 on First Reading.

ATTACHMENTS:

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

OVERVIEW:

Applicant	Travis Maldonado
Property Owner	Higher Development, LLC.
Parcel ID	04-33-25-0010-00035-0011
Subject Area	0.42 acres
Existing Future Land Use	LDR, Low Density Residential
Existing Zoning	R-1 Single Family Residential

Proposed Zoning	R-2 – Single and Two Family Residential
Previous Hearings	None

REASON FOR REQUEST:

Travis Maldonado (‘applicant’) is requesting a rezoning to change one (1) parcel of land totaling approximately 0.42 acres from zoning of R-1 Single Family Residential to R-2 – Single and Two Family Residential. The subject parcel is located southeast of the intersection of Chester Ave and Banana Street East. The property is currently vacant. The applicant is requesting the rezoning to be able to build two single family home and be able to meet the lot width and other development standards for R-2 zoning.

Table 2.04.01(A) from the City of Bowling Green Land Development Code is provided below. The R-2 zoning district is highlighted indicating permitted uses.

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

Table 2.04.01(A), Table of Land Uses										
Category/Use	AG	R-1	R-2	R-3	C-1	C-2	I	PI	PR	C-P
Agriculture Use										
Agricultural Use and farm animals	P									
Field, row, and tree crops	P									
Nurseries & Greenhouses, wholesale & noncommercial	P									
Roadside stands for sale of ag products	P									
Forest and pasture land	P									
Farmworker Housing										
Farmworker Housing, Group Quarters	D									
Farmworker Housing, Resident	D									
Farmworker Housing, Migrant/H-2A	P			D		D				
Single Family Detached										
Mobile home park				D						
Existing Mobile Home Subdivision				D						
RV park				D						
Single family, std. construction and modular	P	P	P	P				SE	SE	
Manufactured home (mobile home) Only in MH Subd.										
Manufactured Home Subdivision (Ord. 2012-03)				D						
Multiple Family Residential										
Apartment Building				P	P	P				
Duplex			P	P						
Garage apartment	P	P	P	P						
Family Care Facility										
Adult Family Care Home	P	P	P	P						
Community Residential Home (up to 6 residents)	P	P	P	P						
Community Residential Home (7 to 14 residents)			S	S						

Family Day Care Home/Family Child Care Home	P	P	P	P	S	S				
Family Foster Home	P	P	P	P	S	S				

Consistency with the Comprehensive Plan:

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

EXISTING – FUTURE LAND USE

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

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

EXISTING – ZONING

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

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

PROPOSED –ZONING

Bowling Green Land Development Code: Section 2.04.02.03 R-2 Multiple Family Residential District.

The purpose of this district is to recognize existing small lot subdivisions of single family homes and duplexes and to provide for infill development on small lots within these subdivisions; along with the necessary and incidental accessory uses, and uses characteristic with, but not detrimental to, the principal use. In no case shall a density be permitted in the R-2 district that exceeds 4.1 dwelling units per net acre (4.1 du/ac) for single family homes and six dwelling units per net acre (6 du/ac) for duplexes.

LAND USE ANALYSIS

The subject parcel is located southeast of the intersection of Chester Ave and Banana Street East in Bowling Green. To the north and east of the subject property there are single family homes, to the west there is a church and vacant property and to the south there is a vacant land.

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

Land Use Matrix

Northwest	North	Northeast
Future Land Use: Low Density Residential Zoning: R-1 – Single Family Residential Existing Land Use: Single-family residential	Future Land Use: Low Density Residential Zoning: R-1 – Single Family Residential Existing Land Use: Single-family residential	Future Land Use: Low Density Residential Zoning: R-1 – Single Family Residential Existing Land Use: Single-family residential
West	Subject Parcel	East
Future Land Use: Medium Density Residential Zoning: R-1 – Single Family Residential Existing Land Use: Vacant land	Future Land Use: Low Density Residential Zoning: <u>Current: R-1 – Single Family Residential</u> <u>Proposed: R-2 – Single or Two Family Residential</u> Existing Land Use: Vacant land	Future Land Use: Low Density Residential Zoning: R-1 – Single Family Residential Existing Land Use: Single-family residential
Southwest	South	Southeast
Future Land Use: Low Density Residential Zoning: R-1 – Single Family Residential Existing Land Use: Church	Future Land Use: Commercial Zoning: R-1 – Single Family Residential Existing Land Use: Vacant property and utility tower	Future Land Use: Commercial Zoning: R-1 – Single Family Residential Existing Land Use: Single-family residential

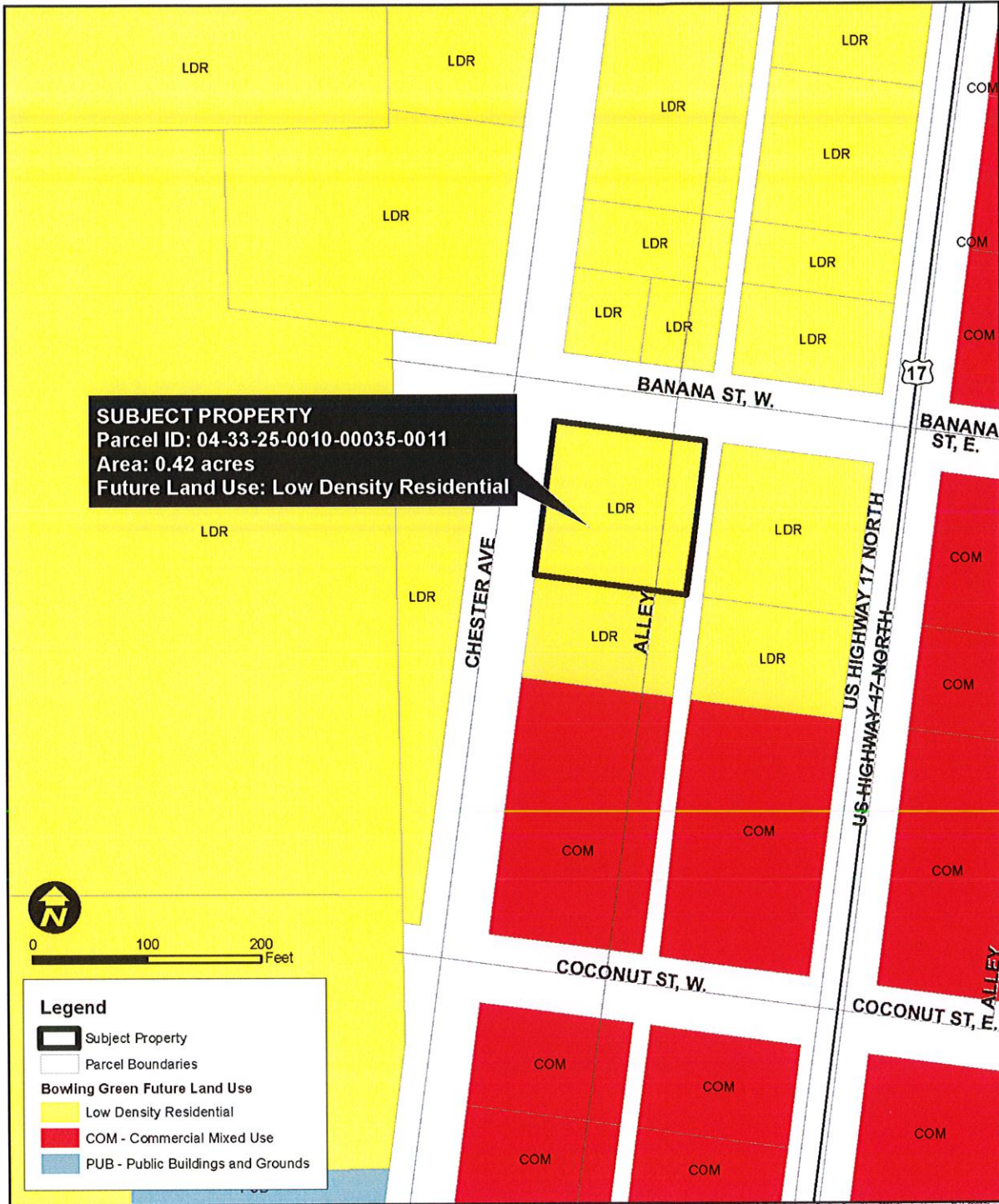
PUBLIC FACILITIES AND SERVICES ANALYSIS:

The proposed R-2, Single and Two Family residential zoning and proposed development intent of the property are not anticipated to have any negative impacts on the City’s public facilities and services.

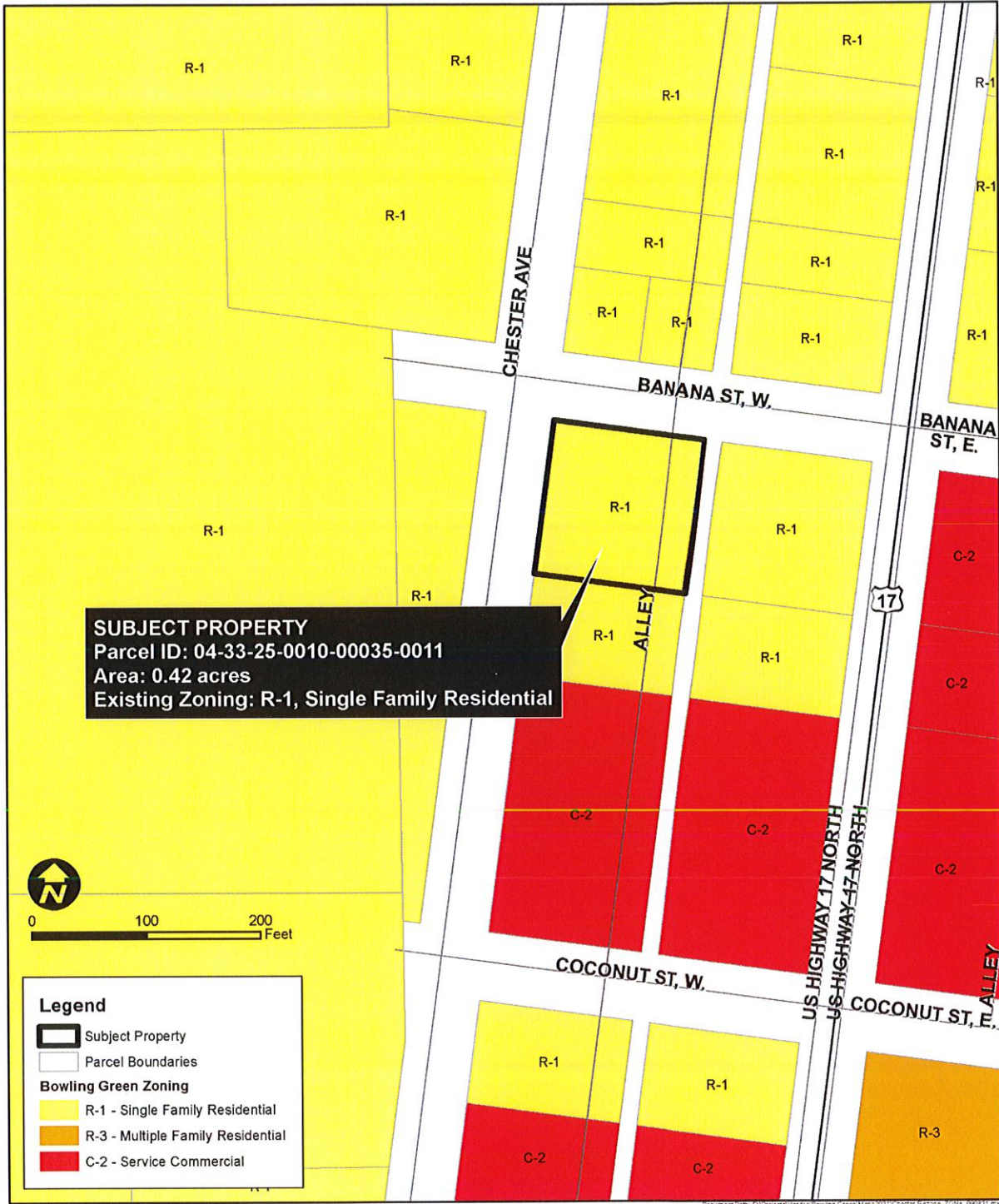
CITY OF BOWLING GREEN AERIAL PHOTO MAP



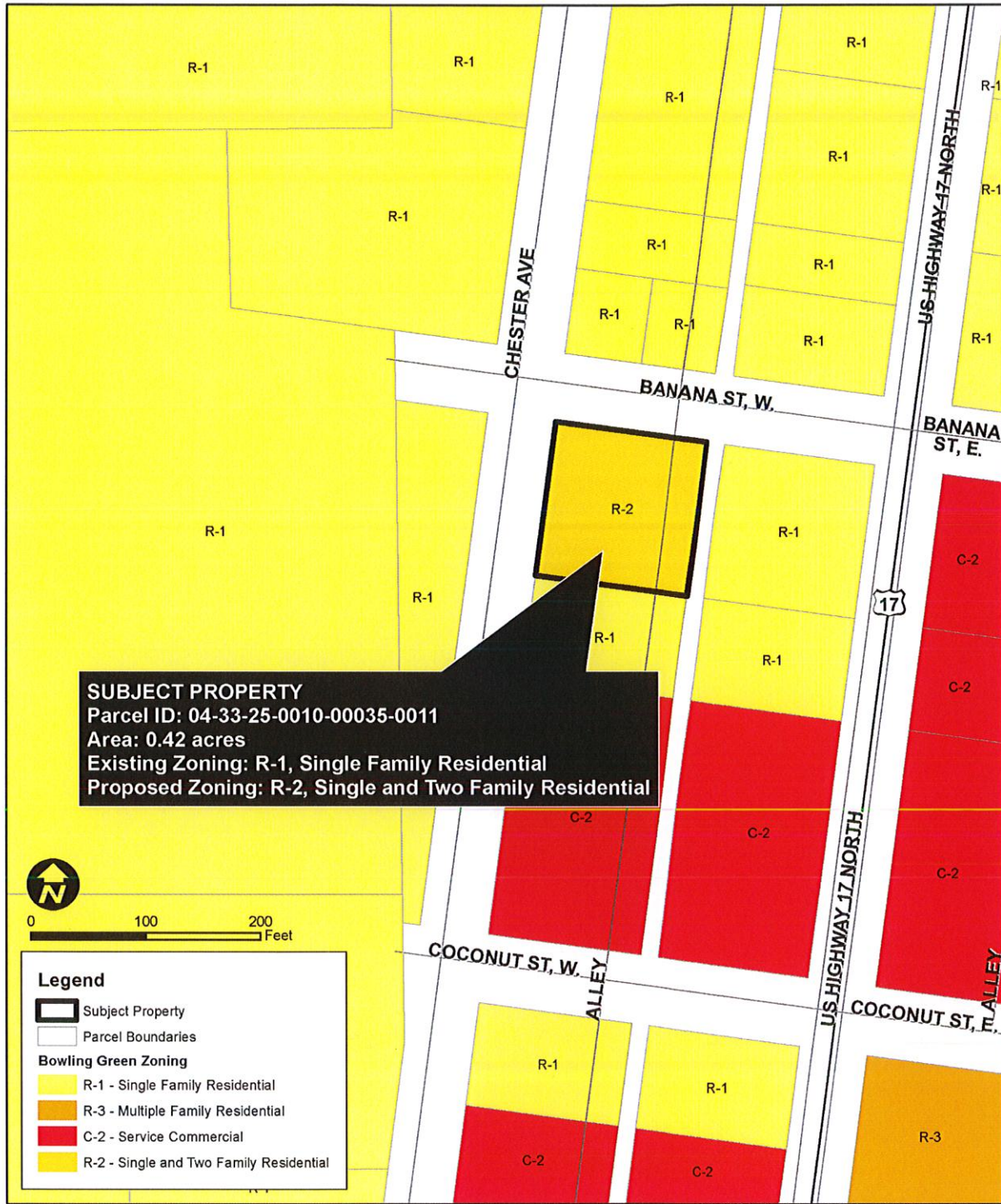
CITY OF BOWLING GREEN FUTURE LAND USE MAP

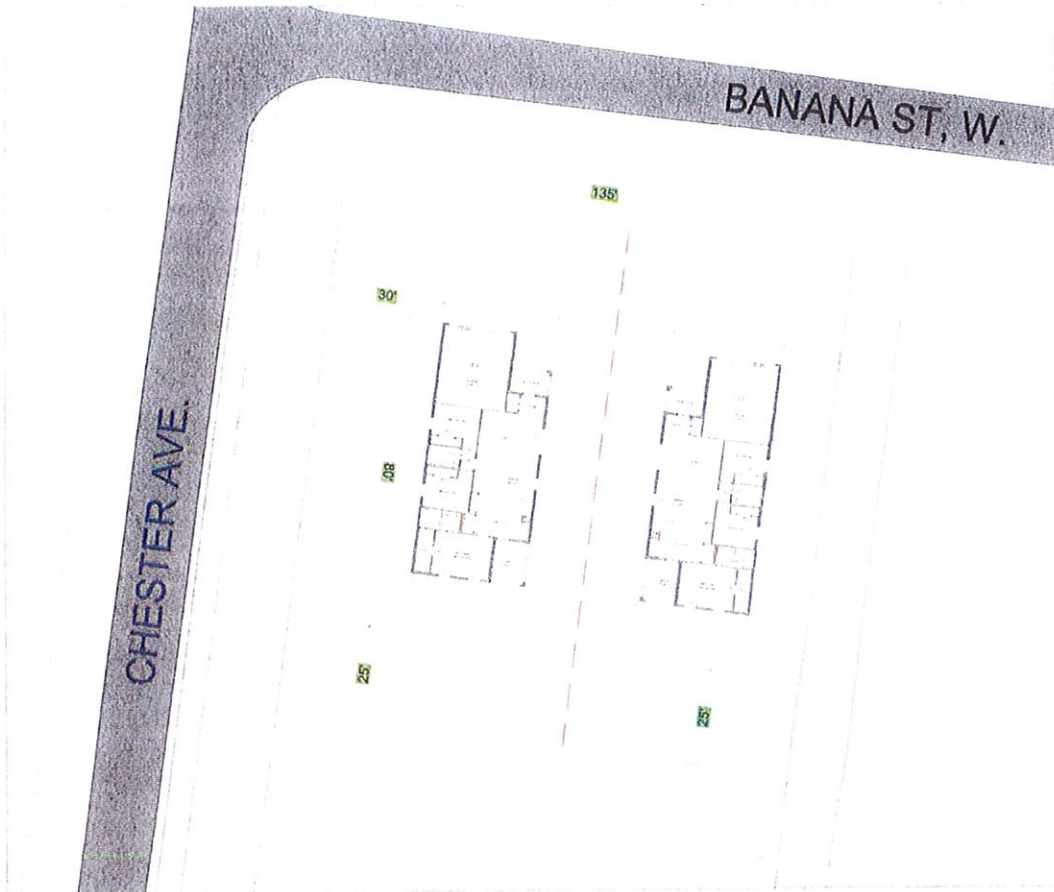


CITY OF BOWLING GREEN EXISTING ZONING MAP

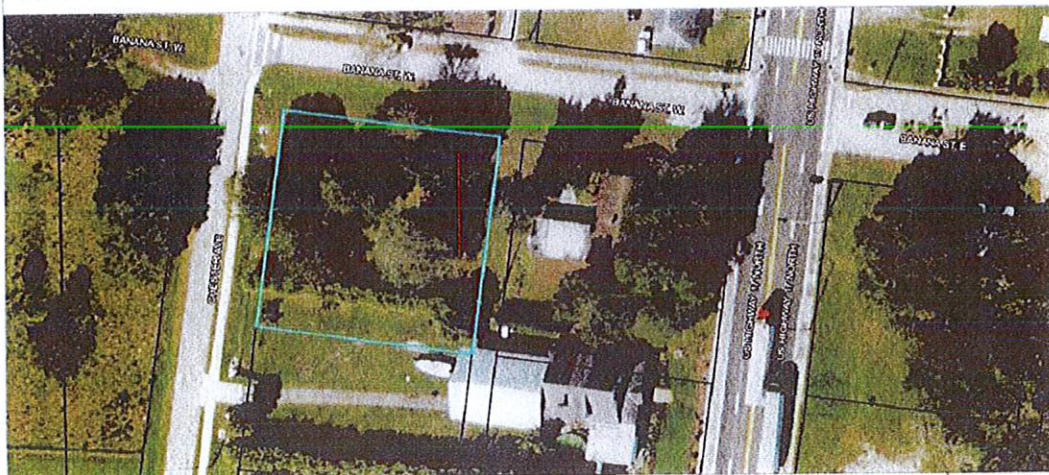


CITY OF BOWLING GREEN PROPOSED ZONING MAP





SITE PLAN
Scale: 1" = 1'0"



REVISIONS: <small>DATE</small> <small>BY</small>	SQUARE FEET LIVING 1,262 FRONT P. 67 BACK P. 190 GARAGE 305 TOTAL SQ. FT. 1,831	A New Residences For 325 N US HWY 17 MODEL		SITE PLAN & MAP IMAGE	SHEET 1 OF 1
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CITY OF BOWLING GREEN
APPLICATION FOR
REZONING

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

DATE: 6/25/21

APPLICANT NAME(S): Travis Maldonado

OWNER NAME(S) Higher Development LLC

OWNER'S ADDRESS: P.O. Box 1899, Wauchula, FL 33893

PHONES: 863-773-9733

PROPERTY APPRAISER'S PARCEL ID NUMBER: D4-33-25-0010-00035-0011

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

BOWLING GREEN CURRENT FUTURE LAND USE CLASSIFICATION: _____

BOWLING GREEN CURRENT ZONING CLASSIFICATION: R-1

BOWLING GREEN PROPOSED ZONING CLASSIFICATION: R-2

CURRENT USE OF PROPERTY: Vacant

PROPOSED USE OF PROPERTY: Development

USES SURROUNDING PROPERTY ON ALL FOUR SIDES:

North: Residential

East: Residential

South: Residential

West: Residential

ANY OTHER INFORMATION ABOUT THE PROPERTY THAT IS PERTINENT:

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

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

STAFF RECOMMENDATION YES () NO

STAFF COMMENTS AND RECOMMENDED CONDITIONS:

STAFF REVIEWER:

SIGNATURE

DATE

Hardee County Property Appraiser

Parcel Summary

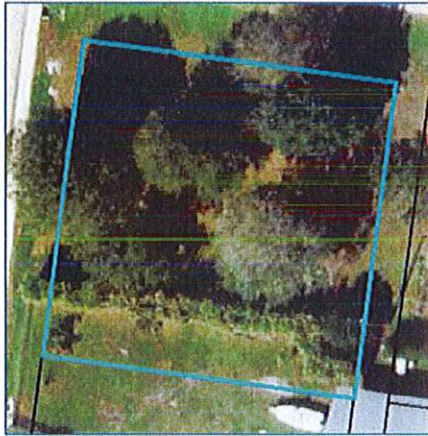
AlternateID 17196
 Parcel ID 04-33-25-0010 00035-0011
 Location Address CHESTER
 BOWLING GREEN 33834
 Brief Tax Description LOTS 11 12 & 13 INC BLK 35 BOLWING GREEN RR SURVEY 04 335 25E 202025006502 202125000747(SPLIT FROM '10-35-1' LMP 3-3-2021)/0772-LEGL ERR?
 (Note: Not to be used on legal documents.)
 Property Use Code VACANT (0000)
 Sec/Twp/Rng 4-33-25
 Tax District CITY OF BOWLING GREEN (901)
 Millage Rate 22.6637
 Acreage 0.418
 Homestead N

[View Map](#)

Owner Information

Primary Owner
 HIGHER DEVELOPMENT LLC
 P O BOX 1899
 WAUCHULA, FL 33873

Map



Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
0000 - VAC RES	18225	SF	135	135

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	2/12/2021	\$10,000	WD	0/0	202125000747	Qualified	QUAL/DEED EXAMINATION	Vacant	HIGHLANDS CITY PROPERTIES LLC	HIGHER DEVELOPMENT LLC

Sales Questionnaire Form

Would you like to submit a Sales Questionnaire?

[Sales Questionnaire Form](#)

No data available for the following modules: Property Values, Building Information, Extra Features, Trim Notices, Card View, Sketches.

<https://qpublic.schneidercorp.com/Application.aspx?AppID=813&LayerID=14471&PageTypeID=4&PageID=6254&Q=1666789732&KeyValue=04-33-25-0010-00035-0011> 1/2

Candice Torres

From: Brenda Torres <btorres@cfrpc.org>
Sent: Thursday, June 24, 2021 9:10 AM
To: Candice Torres
Cc: Jennifer Codo-Salisbury; Carmen Silva
Subject: RE: R1 Zone Question

Hi Candice,

He want to make this into two lots to build a single family home on each but cannot meet the lot width on one of the lots. The property is zoned R-1, he can Rezone to R-2 and show on the site plan that he meets the development standards. The new site plan should show the lot width for each lot, setbacks to all property lines and the homes dimensions for each lot.

He cannot ask for a lot width variance which can only be done if it is a nonconforming lot of record. This is not a nonconforming lot of record because he is recently splitting it. This will not require a FLU map amendment.

Thanks,

Brenda

Table 2.04.01(B), Table of Development Standards

Zoning Category	Type of Unit	Max. Density (units/acre)	Min. Lot Size (s.f.)	Min. Lot Width (feet)	Min. Floor Area (s.f.)	Setbacks			Max. Lot Covg. (%)	Max. Bldg. Height (feet)
						Front	Rear	Sides		
AG	Single Family	2.0 gross	20,000	150	1,200	30	30	15	35%	35
R-1	Single Family	4 gross	7,500	75	1,200	30	25	15	35%	35
R-2	Single Family Unit	6 gross	6,000	60	1,000	25	20	10	35%	35
R-3	Duplex	8 gross	8,000	75	800 min each unit	25	20	10	35%	35
	Single Family Unit	8 gross	6,000	50	720	20	20	10	35%	35
	Duplex	10 gross	7,000	75	720 min each unit	20	20	10	35%	35
	Multi Family	12 gross	9,000	75	450 min each unit	20	20	10	40%	45
MH's only in MH Parks	Mobile Home Sec 3.08.01.01	12 gross	4,000	40	500	20	15	7.5	40%	35
C-1			8,500	50	NA	25	0	0	Dev Plan	35
C-2			8,500	50	NA	25	0	0	Dev Plan	35
I			12,000	100	NA	35	0	0	Dev Plan	35
PI			7,000	70	NA	25	20	10	Dev Plan	35
PR			7,000	70	NA	25	20	10	-	35
C-P				100	NA	30	40	30	Dev Plan	35

Community Planner
 Central Florida Regional Planning Council

555 East Church Street
Bartow, FL 33830-3931
(863) 534-7130 ext 109
btorres@cfrpc.org

From: Brenda Torres
Sent: Tuesday, May 11, 2021 11:33 AM
To: Candice Torres <ctorres@bowlinggreenfl.org>
Cc: Jennifer Codo-Salisbury <jcodosalisbury@cfrpc.org>
Subject: RE: R1 Zone Question

Hi Candice,

I will review and get back to you.

Thanks,

Brenda



Brenda Torres
Community Planner
Central Florida Regional Planning Council
555 East Church Street
Bartow, FL 33830-3931
(863) 534-7130 ext 109
btorres@cfrpc.org

From: Candice Torres <ctorres@bowlinggreenfl.org>
Sent: Tuesday, May 11, 2021 11:28 AM
To: Jennifer Codo-Salisbury <jcodosalisbury@cfrpc.org>
Cc: Brenda Torres <btorres@cfrpc.org>
Subject: RE: R1 Zone Question

Just want to touch base on this. Just to make sure, the customer WILL have to either split the property or rezone it, correct?

Candice Torres

Clerical Assistant
City of Bowling Green

From: Candice Torres
Sent: Wednesday, April 28, 2021 1:23 PM
To: 'Jennifer Codo-Salisbury' <jcodosalisbury@cfrpc.org>
Cc: 'Brenda Torres' <btorres@cfrpc.org>
Subject: R1 Zone Question

Good afternoon,

2

I have a customer who is interested in building 2 single family houses on a single R1 parcel. I know that they are going to have to do something to the parcel to allow the two houses, but I'm asking your advise on the most cost effective method for the customer. I have included the information given to us by the construction company on the proposed builds. Each house will meet an R1 zone min. floor area.

The parcel ID is 04-33-25-0010-00035-011

Please let me know if you need any other information.

Thank you,

Candice Torres

Clerical Assistant
City of Bowling Green
104 E. Main Street
Bowling Green, FL 33834
Ph: 863.375.2255
Fax: 863.375.3362
CTorres@bowlinggreenfl.org

ORDINANCE NO. 2021-12

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN, FLORIDA, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND TOTALING .42 ACRES LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTER AVE AND BANANA STREET EAST (PARCEL NUMBER: 04-33-25-0010-00035-0011), FROM THE ZONING OF R-1, SINGLE FAMILY RESIDENTIAL TO R-2, SINGLE AND TWO FAMILY RESIDENTIAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an applicant-initiated request to amend zoning for the property described below from the zoning of R-1 Single Family Residential to R-2 – Single and Two Family Residential; and

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

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

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

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

1. The parcel is described as located southeast of the intersection of Chester Ave and Banana Street East (Parcel Number 04-33-25-0010-00035-0011) as shown in Exhibit “A” attached hereto.
2. The parcel, as platted and described above, constitute less than five percent (5%) of the municipally-zoned area of the City; and
3. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.
4. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. An official, true, and correct copy of this Ordinance and the City’s Land Development Code, as adopted and amended from time to time, shall be maintained by the City Clerk.

The City Clerk shall make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading this ___ day of _____, 2021.

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

CITY OF BOWLING GREEN

Steven M. Spinks, Mayor

Attest:

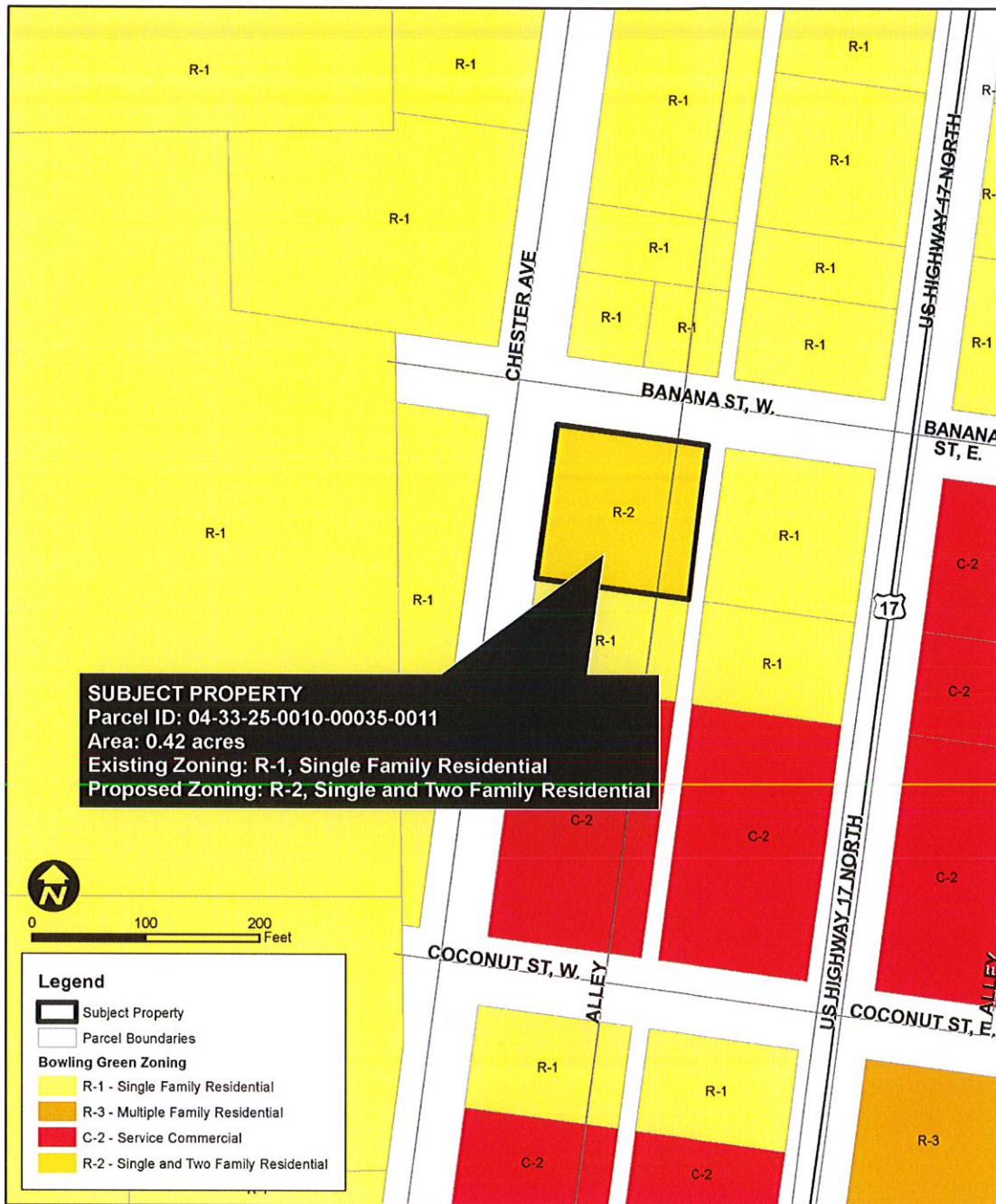
Maria Carmen Silva, City Clerk

Approved as to Form:

Gerald Buhr, City Attorney

ORDINANCE NO. 2021-12
EXHIBIT "A"

CITY OF BOWLING GREEN PROPOSED ZONING MAP



Location File: D:\Projects\GIS\BowlgGreen\MXD\2011\Chester-R-zoning_2011_06011.mxd



September 19, 2021

Mr. Tim Day, Interim City Manager
City of Bowling Green
104 E. Main Street
PO Box 608
Bowling Green, FL 33834

Via Email

RE: CFRPC Planning Advisory Services Agreement – FY 2021-2022

Dear Mr. Day:

Enclosed please find the Planning Advisory Services (PAS) Agreement for the Central Florida Regional Planning Council (CFRPC) to provide professional planning services to the City of Bowling Green for the 2021-2022 Fiscal Year. A description of the contract is provided below.

- The PAS Agreement is for \$8,500 and includes continued professional planning services to the City as indicated in Attachment A, I-III of the contract including but not limited to:
 - Assistance with comprehensive plan amendments, rezonings, variances, large project review, subdivision review;
 - Minor revisions to the Land Development Regulations; and
 - Comprehensive mapping services.

Please contact me if you have any questions or concerns regarding the enclosed contract. Please sign two copies of the enclosed contract and return them to the CFRPC to my attention. We will return one original to your attention following signature of the CFRPC.

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

Sincerely,

Jennifer Codo-Salisbury, MPA, AICP
Deputy Director

Attachment: Planning Advisory Services (PAS) Contract



PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF BOWLING GREEN

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Bowling Green** (hereinafter referred to as the "CITY").

BACKGROUND

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

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

I. GENERAL

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

II. SCOPE OF WORK

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

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) and the Specialized Planning Services to update the Capital Improvements Element (IV in Attachment A) is **\$8,500 (eight thousand five hundred dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for both the Generalized and Specialized Planning Services of **\$8,500 (eight thousand five hundred dollars)** to be paid in four (4) payments, beginning October 1, 2021 with a final payment due July 1, 2022. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 1, 2021	\$2,150
January 1, 2022	\$2,150
April 1, 2022	\$2,150
July 1, 2022	\$2,150

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

IV. PERIOD OF AGREEMENT

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

V. MODIFICATION OF AGREEMENT

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

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

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

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

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

X. RIGHT TO WORK PRODUCTS

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

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

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

XIII. PUBLIC RECORDS ACCESS

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

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

- B. This Agreement may be unilaterally canceled by the CITY for refusal by the COUNCIL to either provide public records to the CITY upon request, or to allow inspection and copying of all public records made or received by the COUNCIL in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If the COUNCIL meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify Contractor of the request, and the COUNCIL must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the COUNCIL fails to provide the public records to the CITY within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the CITY’s custodian of public records, the COUNCIL shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. The COUNCIL shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the COUNCIL does not transfer the records to the CITY.
 - iv. Upon completion of the Agreement, Contractor shall transfer, at no cost to CITY, all public records in possession of Contractor or keep and maintain public records required by the CITY to perform the services under this Agreement. If the COUNCIL transfers all public records to the CITY upon completion of the Agreement, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the COUNCIL shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY, upon request from the CITY’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY.

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

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

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

CITY OF BOWLING GREEN

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**City of Bowling Green
SCOPE OF WORK FOR FY 2021-2022**

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.
- E. The COUNCIL shall provide minor Comprehensive Plan Text Amendments based on State mandates.

II. ROUTINE MAPPING (ON GIS BASE MAP)

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

III. LARGE SCALE PLAN REVIEW

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

SPECIALIZED PLANNING SERVICES

IV. CAPITAL IMPROVEMENTS ELEMENT (CIE)

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

- A. Prepare an updated Capital Improvements Element and five-year schedule.
- B. Prepare a sample ordinance to be used for adoption of the Capital Improvements Element.

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

PLANNING ADVISORY SERVICES AGREEMENT

with

BOWLING GREEN

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Bowling Green** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in preparing the Update to the 10-Year Water Supply Plan and related Comprehensive Plan Amendments for submission to the Southwest Florida Water Management District and the State of Florida Department of Economic Opportunity (DEO) as detailed in Attachment A – Scope of Work, and is part of this Agreement.
- B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

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

I. GENERAL

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

II. SCOPE OF WORK

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

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for Specialized Planning Services for the completion of the Update to the 10-Year Water Supply Plan and related Comprehensive Plan Amendments (Attachment A) is **\$7,500 (seven thousand five hundred dollars)**. As

consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee **\$7,500 (seven thousand five hundred dollars)** to be paid in four (4) payments, beginning October 1, 2021 with a final payment due July 1, 2022. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 1, 2021	\$1,875.00
January 1, 2022	\$1,875.00
April 1, 2022	\$1,875.00
July 1, 2022	\$1,875.00

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

IV. PERIOD OF AGREEMENT

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

V. MODIFICATION OF AGREEMENT

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

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

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

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

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

X. RIGHT TO WORK PRODUCTS

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

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

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

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

CITY OF BOWLING GREEN

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**Bowling Green
SCOPE OF WORK FOR FY 2021-2022**

SPECIALIZED PLANNING SERVICES

I. UPDATE TO THE 10-YEAR WATER SUPPLY PLAN AND RELATED COMPREHENSIVE PLAN AMENDMENTS

The following outlines the scope of work that will be administered and coordinated by the COUNCIL for the preparation and delivery of the CITY's Updated 10-Year Water Supply Facilities Work Plan and related Comprehensive Plan Amendments, consistent with Chapter 163, Florida Statutes.

Prepare an update to the City's 10-Year Water Supply Facilities Work Plan ("Water Supply Plan") and prepare proposed amendments to the City's Comprehensive Plan based upon the proposed updated Water Supply Plan. The proposed Comprehensive Plan amendments shall be the goals, objectives and policies of the Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvements Elements (also including the Five-Year Schedule of Capital Improvements) as determined to be needed to maintain consistency of the Comprehensive Plan with the Water Supply Plan and coordinate the Comprehensive Plan with the 2020 Regional Water Supply Plan (RWSP).

A. Task 1: Data and Analysis and Outline for Water Supply Plan

1. The COUNCIL shall, in coordination with the Southwest Florida Water Management District and the City Utilities (water supplier), develop updated data and analysis for the Water Supply Plan including the City's planning area for the following:
 - a. Population and water demand projections,
 - b. Geographic areas to be served,
 - c. Availability of traditional and alternative water supplies,
 - d. Identification of alternative water supply projects and traditional water supply projects and conservation and reuse strategies necessary to meet the projected water demand,
 - e. Bulk sale agreements, and
 - f. Any other information appropriate for the update.

The data and analysis shall be consistent with the water supply planning requirements of Section 163.3177(6)(c)3., Florida Statutes.

2. The COUNCIL shall prepare an outline of the proposed updates to the City of Bowling Green 10-Year Water Supply Plan.

B. Task 2: Water Supply Plan and Comprehensive Plan Amendments

1. The COUNCIL shall prepare a proposed update to the City of Bowling Green 10-Year Water Supply Plan based on the data and analysis in Deliverable 1. The work will be coordinated with the RWSP.
2. The COUNCIL shall prepare proposed amendments to update the following elements of the City's Comprehensive Plan to be consistent with the proposed updates to the City's 10-Year Water Supply Plan.
 - a. Infrastructure Element
 - b. Conservation Element
 - c. Intergovernmental Coordination Element
 - d. Capital Improvements Element
 - e. Five-Year Schedule of Capital Improvements (if needed)

C. Task 3: Public Workshops and Transmittal Hearing

1. The COUNCIL shall assist the CITY to facilitate one public workshop with the Planning and Zoning Board and one public workshop with the City Commission specific to the proposed amendments. The COUNCIL will facilitate one additional workshop if needed at the CITY's request.
2. The COUNCIL will update the proposed amendments based on input received at the workshops with the Planning and Zoning Board and City Commission.
3. The COUNCIL shall prepare the proposed amendments for the public hearing before the Planning and Zoning Board and the transmittal public hearing before the City Commission.
4. The COUNCIL shall assist the CITY in holding a transmittal public hearing with the Planning and Zoning Board and City Commission.

D. Task 4: Florida Department of Economic Opportunity

1. The COUNCIL shall prepare the Comprehensive Plan amendments transmittal package for the CITY to submit to the Florida Department of Economic Opportunity and other required review agencies for Expedited State Review within 10 days of the transmittal public hearing for review.

2. Following receipt of review comments from the Florida Department of Economic Opportunity and other required review agencies, the COUNCIL will revise the draft amendments for staff review.

E. Task 5: Adoption Public Hearing

1. The COUNCIL shall prepare the revised amendments for the adoption public hearing before the City Commission.
2. The COUNCIL shall assist the CITY in holding an adoption public hearing with the City Commission to adopt the Comprehensive Plan amendments.
3. The COUNCIL shall prepare the Comprehensive Plan amendments adoption package for the CITY to transmit the adopted Comprehensive Plan amendments to the Florida Department of Economic Opportunity and other required review agencies for Expedited State Review within 10 days of the adoption public hearing for review.



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

January 22, 2021

Robert Stanell
Christopher, Smith, Leonard, Bristow & Stanell, P.A.
1001 3rd Ave W Ste 700
Bradenton, FL 34205-7862

Dear Robert Stanell:

It is my pleasure to notify you that on January 21, 2021, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

cc: Michael Sibley, Rayndall Dillingham

Firm Number: 900010075714

Review Number: 580083

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Shareholders of
Christopher, Smith, Leonard, Bristow & Stanell, P.A.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Christopher, Smith, Leonard, Bristow & Stanell, P.A. (the firm) in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

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133 East Indiana Avenue
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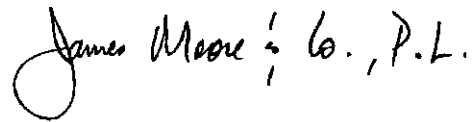
5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

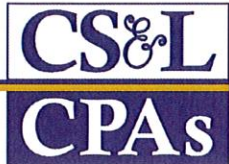
As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Christopher, Smith, Leonard, Bristow & Stanell, P.A. in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Christopher, Smith, Leonard, Bristow & Stanell, P.A. has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "James Moore & Co., P.L.". The signature is written in a cursive style with a large, looped initial "J".

Daytona Beach, Florida
December 11, 2020



August 13, 2021

City of Bowling Green
104 East Main Street
Bowling Green, Florida 33834

We are pleased to confirm our understanding of the services we are to provide the City of Bowling Green, Florida (the City) for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business type activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Special Revenue Fund
2. Detail Schedule of Revenue – Budget and Actual – General Fund
3. Detail Schedule of Expenditures – Budget and Actual – General Fund
4. Detail Schedule of Revenues and Expenses – Budget and Actual – Enterprise Fund – Non-GAAP Budgetary Basis
5. Detail Schedule of Expenses – Budget and Actual – Enterprise Fund – Non-GAAP Budgetary Basis.
6. Detail Schedule of Expenses by Department – Enterprise Fund – Non-GAAP Budgetary
7. Schedule of Expenditures of Federal Awards and State Financial Assistance
8. Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award/assistance agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs/projects and an opinion (or disclaimer of opinion) on compliance with federal and/or state statutes, regulations, and the terms and conditions of federal awards/state financial assistance that could have a direct and material effect on each major program/project in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Florida Single Audit Act; and Chapter 10.550, Rules of the Auditor General, (as applicable).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and Chapter 10.550, Rules of the Auditor General reports on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, (as applicable). Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Florida Single Audit Act; Chapter 10.550 Rules of the Auditor General (as applicable); and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s)/project(s) in accordance with the Uniform Guidance and the Florida Single Audit Act (as applicable), and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audit of the City's financial statements and the Single Audit. Our reports will be addressed to the Honorable Mayor and City Commission of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs/state projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is

limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and/or state financial assistance; federal award programs and/or state projects; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and/or state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and/or state statutes, regulations, and the terms and conditions of federal awards and/or state assistance applicable to major programs/projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and/or the Department of Financial Services *State Project Compliance Supplement*, (as applicable), for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/state projects. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/state projects in our report on compliance issued pursuant to the Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General, (as applicable).

Compliance with Florida Statutes

We will examine the City's compliance with Florida Statutes Section 218.415 for investments for the year ended September 30, 2021. The objectives of our examination are to (1) obtain reasonable assurance about whether the City has complied with the referenced Florida Statute; and (2) to express an opinion on that compliance in accordance with Florida Statutes.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and city Commission.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Mayor and City Commission, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with Florida Statute as referenced above, based on the State of Florida Auditor General's *Compliance Supplement for Local Governmental Entity Audits*. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all

material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the City's compliance with Florida Statutes as referenced above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City complied with Florida Statutes as referenced above. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance, Florida Single Audit Act, and/or Chapter 10.550, Rules of the Auditor General (as applicable), as well as maintaining depreciation schedules, based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to preparation of the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and related notes and maintaining depreciation schedules as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and/or state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and

application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award/project agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards/state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards/state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the

schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable). You agree to include our report on the schedule of expenditures of federal awards and/or state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and/or state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and/or state financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and/or state financial assistance no later than the date the schedule of expenditures of federal awards and/or state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and/or state financial assistance in accordance with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable); (2) that you believe the schedule of expenditures of federal awards and/or state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General (as applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and/or state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagement, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings,

conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and related notes, and any other non-audit services (such as maintaining depreciation schedules) we provide. You will be required to acknowledge in the management representation letter our assistance with maintaining depreciation schedules and the preparation of the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and related notes and that you have reviewed and approved the depreciation schedules and the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. **All confirmations obtained from a third party for which a fee is charged will be paid for by the City.**

If a federal single audit is required, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and/or state financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Christopher, Smith, Leonard, & Stanell, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant granting agency or a designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christopher, Smith, Leonard, & Stanell,

P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Randy Dillingham is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$38,900 for the audit and the Single Audit will be invoiced based on our standard hourly rates. The fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Services rendered to assist you with implementing new accounting pronouncements or services performed outside the scope of the audit will be billed separately at our standard hourly rates. Our invoices for these fees will be rendered as work progresses and are payable on presentation. This contract can be renewed for future fiscal periods after agreement by both parties as to the terms.

Regarding public records access:

- A. CS&L CPAs shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. CS&L CPAs shall keep and maintain public records required to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the City for refusal by CS&L CPAs to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by CS&L CPAs in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If CS&L CPAs meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify CS&L CPAs of the request, and CS&L CPAs must provide the records to the City

or allow the records to be inspected or copied within a reasonable time. If CS&L CPAs fails to provide the public records to the City within a reasonable time, CS&L CPAs may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the City's custodian of public records, CS&L CPAs shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. CS&L CPAs shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CS&L CPAs does not transfer the records to the City.
- iv. Upon completion of the Agreement, CS&L CPAs shall transfer, at no cost to City, all public records in possession of CS&L CPAs or keep and maintain public records required by the City to perform the services under this Agreement. If CS&L CPAs transfers all public records to the City upon completion of the Agreement, CS&L CPAs shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If CS&L CPAs keeps and maintains public records upon completion of the Agreement, CS&L CPAs shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

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

**City Clerk, City of Bowling Green, Florida
104 East Main Street
P.O. Box 608
Bowling Green, Florida 33874**

We appreciate the opportunity to be of service to the City of Bowling Green, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Christopher Smith,
Leonard + Stanell, P.A.*

**CHRISTOPHER, SMITH,
LEONARD & STANELL, P.A.**

RESPONSE:

This letter correctly sets forth the understanding of the City of Bowling Green, Florida.

Management

By: _____

Title: Interim City Manager

Date: _____

Governance

By: _____

Title: Mayor

Date: _____