

City of Bowling Green

Minutes of Meeting

November 09, 2021

Present: Commissioner Jones, Vice-Mayor Fite, Commissioner Durastanti, Commissioner Lunn, Mayor Gardner, City Manager Thompson, Police Chief Scheel, City Clerk Silva, Attorney Buhr, and members of the audience.

Absent: None

1. **Call to order** – The meeting was called to order by Mayor Gardner.
2. **Prayer** – Commissioner Durastanti

Flag Salute

- **Selection of Mayor**
Commissioner Durastanti motions to re-elect Commissioner Gardner for Mayor. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.
- **Selection of Vice-Mayor**
Commissioner Lunn motioned to re-elect Commissioner Fite for Vice-Mayor. Motion was seconded by Durastanti. Roll call vote, all in favor, motion carried.

3. Old Business

A. Approval of Minutes

1) Regular Meeting – October 12, 2021

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

B. Ordinance No. 2021-08 – 2nd reading

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA, AMENDING THE BOWLING GREEN COMPREHENSIVE PLAN, ADDING A PROPERTY RIGHTS ELEMENT TO ENSURE THAT PRIVATE PROPERTY RIGHTS ARE CONSIDERED IN LOCAL DECISION MAKING CONSISTENT WITH FLORIDA STATUTES 163.3177(6); PROVIDING TRANSMISSION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR conflict; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-08. Vice-Mayor Fite makes a motion to approve. Motion is seconded by Commissioner Lunn. Angel Rodriguez of 432 Sellers St. asks for clarification on the ordinance. Attorney Buhr explains the ordinance to Mr. Rodriguez. Brenda Torres with the Central Florida Regional Planning Council gave further explanation on the ordinance. Roll call vote, all in favor, motion carried.

C. Ordinance No. 2021-10 – 2nd reading

AN ORDINANCE PROVIDING FOR ANNEXATION OF CERTAIN PROPERTY OWNED BY THE CITY, IDENTIFIED BY COUNTY STRAP NUMBER 05-33-25-0000-04770-0000, AND CONSISTING OF 13 ACRES; PROVIDING INTENT AND FINDINGS PURSUANT TO STATUTE; PROVIDING FOR PRE AND POST PASSAGE REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-10. Vice-Mayor Fite motions to approve the ordinance. Motion is seconded by Commissioner Durastanti. Angel Rodriguez of 432 Sellers St. asks for the location of property in question. Mayor Gardner clarified that it is a City owned property behind Avion Palms. Roll call vote, all in favor, motion carried.

D. Ordinance No. 2021-11 – 2nd reading

AN ORDINANCE PROVIDING FOR ANNEXATION OF CERTAIN PROPERTY OWNED BY THE CITY, IDENTIFIED BY COUNTY STRAP NUMBER 05-33-25-0000-03420-0000, AND CONSISTING OF 9.01 ACRES; PROVIDING INTENT AND FINDINGS PURSUANT TO STATUTE; PROVIDING FOR PRE AND POST PASSAGE REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-11. Commissioner Jones motions to approve the ordinance. Motion is seconded by Vice-Mayor Fite. Angel Rodriguez of 432 Sellers St. asks for the location of the property in question. Mayor Gardner clarifies that this is also a City owned property behind Avion Palms. Roll call vote, all in favor, motion carried.

E. Ordinance No. 2021-13 – 2nd reading

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BOWLING GREEN, FLORIDA, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND TOTALING .54 ACRES LOCATED NORTHEAST OF THE INTERSECTION OF CENTRAL AVENUE EAST AND BANANA STREET EAST (PARCEL NUMBER: 04-33-25-0010-00030-0018), FROM THE ZONING OF C-2, SERVICE COMMERCIAL TO R-1, SINGLE FAMILY RESIDENTIAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Buhr read Ordinance 2021-13. Commissioner Jones motions to approve the ordinance. Motion is seconded by Vice-Mayor Fite. Roll call vote, all in favor, motion carried.

4. New Business

A. Employee Recognition – Edward Coronado (20 Years)

This was discussed before item 3(b). Sgt Coronado was recognized for his 20 years of service to the City of Bowling Green. He was presented with a clock as a gift from the city by Mayor Gardner.

B. Legislative Appropriations

City Manager Thompson explained the Appropriation letter and stated that he will be attending the Appropriation meeting tomorrow. He gave a brief overview of the request. He stated that he will be requesting a reoccurring \$1 million appropriation for the next 5 years. Part of his request is for water and sewer lines and also a new garbage truck. He asked the Commission if they were okay with the request. They all agreed.

C. MOSAIC Funds – Community Center

City Manager Thompson commented that Mosaic had given the City around \$60,000 to renovate the old pool building. He explained that the remaining Mosaic funds must be used by the end of December. He asked the commission to approve using the Mosaic funds for the air conditioning, wiring, and plumbing of the building. Vice-Mayor Fite asked if this will follow the original plan. City Manager Thompson states that this will be bare

minimum. Commissioner Jones motions to move forward with using the funds. Motion is seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

D. Cemetery Discussion

City Manager Thompson brought up the cemetery board. Vice-Mayor Fite clarified that the board has not met in years, after the Meadows was added to the cemetery. City Manager Thompson asked if they would like to reestablish/create a new board or if they would just like for him to bring cemetery concerns before the Commission. Vice-Mayor Fite suggests using the commission to oversee the cemetery funds. Attorney Buhr says boards are usually for larger groups. City Manager Thompson asked the commission to approve the use of cemetery funds to help pay for half of a new mower for public works. Vice-Mayor Fite stated that the practice of using cemetery funds to purchase half of a new mower should continue. Vice-Mayor Fite motions to use cemetery funds to purchase half the new mower. Motion is seconded by Commissioner Durastanti. Angel Rodriguez, 432 Sellers St., asked which cemetery is being discussed. Mayor Gardner responded that it pertains to the City owned cemetery. Roll call vote, all in favor, motion carried. Jim Kelly of the Herald Advocate asked how much money is currently in the cemetery funds. City Manager Thompson stated that he will look into the account and let him know. Angel Rodriguez of 432 Sellers St. asked where the money comes from. City Manager Thompson explained that the money is from the sale of cemetery plots. There was discussion on whether to only keep allowing flat monuments only in the new section of the cemetery referred to as the Meadows. City Manager Thompson suggested tabling the discussion for now. Commissioner Durastanti gave a brief history of the cemeteries in the city. Chiquita Robinson, Chair of Recreation Committee, asked about the prices for the plots. City Clerk Silva stated that they are \$600 for citizens.

E. Personnel Policies

City Manager Thompson discussed the personnel policies. He stated that he has went through and updated the policy. He stated that he sent an email copy to all commissioners and Attorney Buhr. Attorney Buhr suggests it be looked over by a labor attorney. City Manager Thompson suggested changing the rules of comp time. He suggested a \$15 a day method instead of the current method. City Manager Thompson stated that the funeral leave will now be referred to as bereavement leave. It will consist of 3 non-consecutive days off for immediate family members only to be used within 30 days. Attorney Buhr brought up probable issue with comp time. City Manager Thompson reiterated that the policy will be checked over by a labor attorney. City Manager Thompson brought up the sick bank. He suggested getting rid of the bank and creating a form for sick leave transfer. City Manager Thompson then brought up the holidays. He suggested adding a new paid holiday (Veteran's Day) which will bring the city to match other cities. Vice-Mayor Fite asked if that will be the only days the city hall will be closed. City Manager Thompson affirms stating that other than weekends. Jim Kelly of the Herald Advocate asked if the bereavement leave will only be for immediate family. City Manager Thompson stated that the policy will make it clear to employees who would be considered immediate family. Attorney Buhr suggested making this policy available online for employees. City Manager Thompson stated that he is working on bringing the city into a more tech savvy future. Mayor Gardner brought up orientation. City Manager Thompson stated that it is in the works. City Manager Thompson asked for approval of the draft policy. Vice-Mayor Fite motions to approve the policy pending a labor attorney's discretion to be brought back for

a final vote. Motion is seconded by Commissioner Jones. Attorney Buhr stated that the final form should be adopted by Resolution. Roll call vote, all in favor, motion carried.

F. New Garbage Truck

City Manager Thompson talked about the city's current garbage truck. He suggested purchasing a single arm garbage truck to free up 2 people in public works. He has included an attachment with some potential options. City Manager Thompson stated there are two options, ARPA funds and a lease with NCL. Thompson explained that the city could get a new truck by April. Buhr asked about the legislative appropriations. City Manager Thompson clarified that he did submit it but has doubts of its approval. Vice-Mayor Fite asked if it is a state competitive bid lease. City Manager Thompson confirmed. Commissioner Durastanti commented on using the federal funds for the purchase. City Manager Thompson stated that the submittal must be worded correctly and show the need. Attorney Buhr stated that he has not heard from the government about using the ARPA funds for this use. Vice-Mayor Fite stated that the ARPA rules are still being revised. City Manager Thompson suggested ordering it and submitting the paperwork. He stated that if it is denied then they can apply for the NCL lease. The lease goes by budget and it would be around \$49,000/yr. Trash cans are going to run about \$12,000. The lease would be for 7 years. Mayor Gardner stated the city will be saving on workers comp on employees. Commissioner Lunn asked who will be training the truck driver. City Manager Thompson stated that the company will send a trainer to the city. Vice-Mayor Fite stated that this could bring trash pick-up from four days a week to one or two. Commissioner Jones asked about the holidays. City Manager Thompson stated that he is working on that. Angel Rodriguez of 432 Sellers St. brought up the trouble with losing a day of pick up to holidays. City Manager Thompson affirms that he is working on that. Commissioner Jones stated that with all the savings on salaries and workers comp, the city should be okay with the lease. Commissioner Durastanti stated that the problem is the expense to the city. City Manager Thompson stated that this investment will be an asset to the city. Angel Rodriguez of 432 Sellers St. stated that the residents think the truck is long overdue. Commissioner Jones stated that he demonstrated to employees how to better maneuver the claw truck to reduce cost and incidents. He stated that one of its hydraulic pumps was just rebuilt. City Manager Thompson stated that the city is at the point of replacement for a lot of the equipment. City Manager Thompson stated that the truck would be a 31-foot truck with room to grow. Commissioner Durastanti expresses his gratitude to City Manager Thompson for looking into this. Vice-Mayor Fite asked if the new truck will put the city back into the dumpster business. City Manager Thompson stated that the truck will not be fit with a dumpster claw. Vice-Mayor Fite suggested purchasing a dozen smaller cans for elderly residents. City Manager Thompson mentioned that the trash cans will be 96 gallons with wheels. Attorney Buhr mentioned that City Manager Thompson would need a motion to purchase the truck allowing him to find a way to purchase it. Commissioner Jones made a motion to allow City Manager Thompson to move forward with the purchase of the new garbage truck with the 96-gallon trash cans. Motion was seconded by Vice-Mayor Fite. Angel Rodriguez of 432 Sellers St. asked if there was going to be a price increase to the residents. City Manager Thompson stated that there is no plan to increase rates. He stated that the city will be taking the cost of the new cans and that the residents would be responsible for any additional cans. City Manager Thompson stated that the cans can be any color and logo the city chooses. Roll call vote, all in favor, motion carried.

G. Electronic Meters

City Manager Thompson explained the benefits of electric meters. He suggested buying the electronic meters now and holding off on the equipment until it can be afforded. Attorney Buhr suggested a resolution to amend the price of the meter to the customer. City Manager Thompson stated that the city purchases 100 meters a year and that the city could change the type of meter purchases and purchase 50 electronic ones each year instead. Vice-Mayor Fite stated that this idea fits the ARPA funds criteria. City Manager Thompson stated that the company would send someone out to help install the meters in the city. Attorney Buhr asked if they had the specs and mentioned competitive bidding. He stated that the City should do a request for proposals that could include financing. Vice-Mayor Fite made a motion for the city to put it out for bid. Motion is seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

H. Lake Branch Rd. Property Discussion (Parcel No. 09-33-25-0000-05070-0000)

This section was discussed prior to item 3(b). City Manager Thompson explained the lease agreement with Mr. Parris and how there was a misunderstanding with the amount he was to pay the city. He stated that the property is getting appraised as the commission instructed for possible sale. He suggested allowing Mr. Paris to continue using the property without any fees until the appraisal is completed. He asked that the contract be null and void. Attorney Buhr says nulling the contract may cause issues if someone were to get hurt on the property. He stated that a single page agreement with indemnification and insurance would work. Vice-Mayor Fite made a motion to proceed with a new agreement while they wait for the appraisal. Motion is seconded by Mayor Gardner. Attorney Buhr mentioned confidentiality regarding the appraisals. Jim Kelly of the Herald Advocate asked for the acreage of the parcel being discussed. City Manager Thompson replied that it is 9 acres. Roll call vote, all in favor, motion carried.

I. Water/Sewer Services

City Manager Thompson went over the expenditures in the water department and cost of the Inframark contract. City Manager Thompson stated that the city will be seeing about a \$20,000 increase each year. He mentioned that the cost of chemicals and sludge hauling have doubled. He suggested that the city should leave the contract. Attorney Buhr agreed. City Manager Thompson gave the options for leaving the contract. He mentioned the city recruiting its own operators and paying them a decent wage. Vice-Mayor Fite suggested having City Manager Thompson and Attorney Buhr come up with a plan.

J. Christmas – Emmanuel Reed
Not Present

5. Mayor Gardner

Mayor Gardner thanked the commission for the vote of confidence. Mayor Gardner stated that everyone is doing a good job.

6. Recreation Committee

Chiquita Robinson, Chair of the Recreation Committee, thanked the staff for the great turn out for Trunk-or-Treat. She stated that everyone is looking forward to Christmas. Feeding Tampa Bay will be at the church next Tuesday morning at 9:30am. Last month they served 255 families. Two winners for Trunk or Treat. There were two winners at the Trunk-or-

Treat event. Elizabeth Darty won first prize and Devin Schaeffer won second. The Christmas event will be December 11th.

7. Commissioners

Commissioner Jones stated that the Trunk-or-Treat event felt like Bowling Green. He brought up the lack of lights in the parks. Mayor Gardner stated that PRECO could install street lights for a minimal price. Commissioner Jones also stated the need for extra outlets. Angel Rodriguez of 432 Sellers St. stated that over 400 children were fed for free at Trunk-or-Treat. Commissioner Jones states the importance of training and the new garbage truck. Commissioner Durastanti commented on the cooler weather. He thanked City Manager Thompson for his great work. Vice-Mayor Fite thanked the commission for re-electing him as Vice-Mayor. He thanked Mr. Thompson for his participation in the Kiwanis Club. He asked City Manager Thompson to look into getting new equipment for Chief Scheel. Commissioner Lunn stated he was stunned at the turnout for Trunk-or-Treat. He stated that the event was amazing.

8. City Attorney

Attorney Buhr welcomed City Manager Thompson to the City.

9. City Manager

City Manager Thompson brought up the CDBG Administrative contract that needs to be signed. He mentioned that Pennoni is currently working on their agreement for Engineering Services for the CDBG project. He gave an update on the utility feasibility study. He stated that Hardee County is in debt. He spoke about annexations south of the city limits and possibly Polk County. Attorney Buhr states he could not find any laws for or against annexing in properties across county lines. City Manager Thompson mentioned CSX property that the city could potentially purchase. He also mentioned that he has received three offers to purchase city owned land. The first was for the nine acres on Lake Branch Road, for five H2A houses and a clubhouse with an offer of \$75,000. The second offer is from Avion Palms for two acres from the newly annexed city properties to use for storage. The last offer is for the property across from city hall. The offer is for \$365,000 from a big chain franchise. Chiquita Robinson asked if this was the property for the Main Street Park. City Manager Thompson responded that it is the land with the recently built pavilion. He stated that it is a very large national chain but that they would not disclose the name. He mentioned the FRDAP grant for that property but that the grant has not been used. Thompson stated the importance of allowing commercial businesses into the city. Mayor Gardner stated that this is what the city has been talking about. Jean Kelly asked if they would be able to state the type of business. City Manager Thompson replied that he would ask but that they probably wouldn't say. He stated that they even offered to pay to have the pavilion moved. Thompson suggested the commissioners come to a decision. Commissioner Durastanti stated that they should consider it. City Manager Thompson stated that he will get Attorney Buhr's opinion on the contract. Attorney Buhr suggested ordinances against unsavory businesses in the city. City Manager Thompson suggested a special meeting for Monday. Vice-Mayor Fite motions to fact find. Motion dies for lack of second. Commission set a special meeting on Monday, November 15th, at 5:30 p.m.

10. Police Chief

Chief Scheel brought forth three bids for police cars. Mayor Gardner asks why the city does not go to Alan Jay for their police vehicles. Chief Scheel explained that the cars are not completed at Alan Jay, that he would need to install all the equipment himself or find someone to do it. He stated that the best case for the extra car in the fleet would be to take it out to auction. Chief Scheel states he would like to ask for \$10,000 for police equipment

for the officers. He mentioned the use of ARPA funds. City manager Thompson stated that he can look into it. Chief Scheel stated that he prefers the SUV in terms of the bid vehicles. Vice-Mayor Fite motions to purchase the SUV. Motion is seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

11. City Clerk

Nothing to discuss.

12. Public

Angel Rodriguez asked if the City fell under OSHA/MSHA. The city does not. He asked about the high-speed internet. Mayor Gardner stated it will be ready in February. Commissioner Jones asked if there is a contract in place with Spectrum. City Manager Thompson stated that there will be no work done until a contract is in place. Attorney Buhr asked what kind of work is being done. City Manager Thompson replied. Attorney Buhr suggested a limiting timeframe for Spectrum to work in. Commissioner Jones mentioned that Spectrum is requesting line locates. He mentioned that CenturyLink has given the city a price for boring lines down every street.

Mayor Gardner adjourned the meeting.

Duane Gardner, Mayor

Maria Carmen Silva, City Clerk

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: _____

Prepared by:
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT ("Agreement") is made and shall be effective on the ____ day of _____, 2021 ("Effective Date"), by and between _____ ("Grantor") and TPA V, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at _____, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and the tenants listed in Exhibit B (collectively the "Telecom Tenants", and each individually, a "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (collectively the "Telecom Tenant Leases" and each, individually, a "Telecom Tenant Lease").
- 2. Grant of Master Lease.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants, conveys and leases unto Grantee, its successors and assigns, an exclusive master lease (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the master lease area (as described herein in Exhibit C), seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the master lease area, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively the "Master Lease Premises" as further described in Exhibit C). Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use the Master Lease Premises for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely

affect Grantor's ability to enter into this Agreement or grant the master lease and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Master Lease Premises during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the master lease shall be for _____ () years (the "**Term**") and this Agreement and the master lease shall terminate on _____, 20____. Upon notice to Grantor as provided herein, Grantee may surrender the Master Lease Premises to Grantor and execute such documents reasonably required to terminate the Agreement and the master lease. Grantor may not unilaterally terminate the Agreement or Grantee's possession of the Master Lease Premises, but if the Master Lease Premises is not used for the Permitted Use for a period of five (5) years the Master Lease Premises shall be deemed abandoned and this Agreement and the master lease shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term hereof. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If any Telecom Tenant is obligated under the applicable Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Master Lease. Grantor shall not maintain the equipment or installations of any Master Lease Tenant (hereinafter defined), but shall be responsible and liable for the maintenance of the Water Tower (hereinafter defined) in compliance with any and all applicable laws, statutes, rules and regulations, including but not limited to, those rules and regulations, promulgated by the FCC and FAA regarding painting, marking and lighting of the Water Tower. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease.** If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Master Lease Premises to a replacement telecommunications tenant ("**Replacement Telecom Tenant**") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Master Lease Premises rather than locating on other portions of the Parent Property ("**Replacement Telecom Tenant Lease**").
5. [Reserved.]
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, "**Master Lease Tenants**") or individually, a "**Master Lease Tenant**") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor

hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Master Lease Tenants. Grantor shall not interfere with any construction in the Master Lease Premises so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Master Lease Premises in a way which materially interferes with the operations of the Master Lease Tenants who shall have peaceful and quiet possession and enjoyment of the Master Lease Premises. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Master Lease Tenants to use or lease space in direct competition with Grantee's master lease.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Master Lease Premises, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
9. **Insurance.** During the Term of this Agreement, Master Lease Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Master Lease Premises shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Master Lease Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Parent Property and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

12. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Master Lease Premises in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under a Master Lease Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

14. Miscellaneous.

- a. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Master Lease Premises is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- b. **Casualty and Condemnation.** In the event of any casualty or condemnation of the Master Lease Premises in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Master Lease Premises.
- c. **Severability.** If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- d. **Counterparts.** This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- e. **Entire Agreement.** This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR:

Grantor Notice Address:

STATE OF _____ }
COUNTY _____ } ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA V, LLC

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA
COUNTY OF FULTON

} ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Insert property legal description.]

EXHIBIT B

TELECOM TENANT LEASE

[Insert Telecom Tenant lease citation.]

EXHIBIT C

MASTER LEASE PREMISES DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant Lease Tenant's (or Tenants') equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the existing Master Lease Tenant(s) that is currently outlined in the existing Telecom Lease Tenant Lease(s) referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease area under the Telecom Tenant Lease including but not limited as follows:

Exclusive Master Lease Area:

Water Tower Location:

Upon that certain property identified on Exhibit A attached hereto, installed and attached to the land and property is that certain existing municipal water tower built which is installed approximately two-hundred eighteen (218) feet North of Memorial Drive bordering the Southern-most edge of the Parent Property ("Water Tower"). The Easement area shall include the entire exterior of the water tower with the centerline of the antennas at approximately one hundred forty-four and six inches (144'6").

Ground Equipment

The Master Lease Area shall also include that certain existing approximately twelve (12) foot by twenty (20) foot AT&T equipment shelter located to the East of the Water Tower.

Commented [TR1]: Sample Description

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the existing lease area under the Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Master Lease Premises, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal Parent Property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Master Lease Premises and any related activities and uses.

Access. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, all rights of ingress and egress to and from the Master Lease Premises, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to _____, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Master Lease Premises and any related activities and uses.

December 1, 2021

 City Of Bowling Green FL ("Landlord")
 Po Box 608
 Bowling Green, FL 33834

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Adam Thompson,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA V, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunication Master Lease pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$540,000.00
LEGAL STRUCTURE	Master Lease and Lease Assignment
TERM LENGTH	40 Years

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing. (Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore the Settlement Statement will show a rent credit to TowerPoint in the amount of the two (2) months following closing.)
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after December 10, 2021 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

 Sincerely,
 TowerPoint Acquisitions, LLC

 Accepted and Agreed:
 City Of Bowling Green FL

 Jesse M. Wellner, Chief Executive Officer
 December 1, 2021

 Landlord's Signature Date

Print Name:

Title:

Exhibit A
Site Location and Lease Terms

Site Location: 501 W Jones St, Bowling Green, FL 33834

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AT&T	\$3,500.00	Monthly	0%	Annual	11/01/2022

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Master Lease in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

Initial
Here:

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Master Lease Agreement ("Master Lease") to be provided under separate cover (to be finalized in a mutually agreeable Master Lease) or return the Master Lease with each page initialed showing approval of the form Master Lease.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

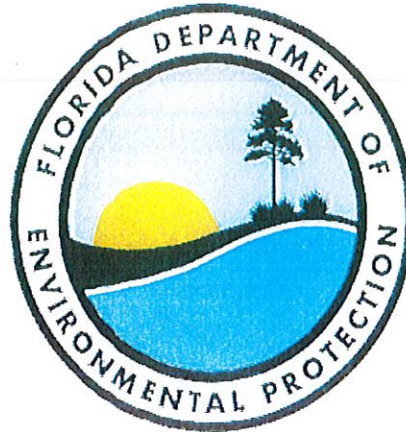
Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial
Here:

Submitted by: Michael Sherwood, Ph: (678) 987-2690, Email: michael.sherwood@towerpoint.com

State Revolving Fund Loan Payment Reminder Notice

November 4, 2021



Sponsor	Funding No.	Payment No.	Date Due	Amount Due
Bowling Green	250231	1	11/15/2021	\$68,440.00

Transmit loan repayment electronically to:

Bank Name: Wells Fargo Bank, N.A.
1 Independent Drive
Jacksonville, Florida 32202

ABA (wire transfers) 121000248

:

ABA (ACH transfers 121000248
):

Account: 4830164612

Account Name: STATE OF FLORIDA DEPARTMENT OF FINANCIAL
SERVICES

FL DEPT OF ENVIRONMENTAL PROTECTION
LOCATION 3700000

Memorandum Field: CWSRF 250231

The amount of \$3,750,000.00 will be transferred from your Disadvantaged Small Community Grant Project to complete this payment.

\$3,818,440.00 is the total payment amount.

All questions regarding this notice should be directed to:
Hana Juman at (850) 245-2898 or Richard Scott at (850) 245-2964.

CITY OF BOWLING GREEN



AGENDA REQUEST

Name Emanuel Reed

Address 607 Palmetto St.

Phone (Contact Information) _____

Date 11-15-21

Purpose of Request A Christmas project

Signature Barbara Barnes