

City of Bowling Green

Minutes of Regular Meeting

April 12, 2022

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

Absent: None

1. **Call to order** – The meeting was called to order by Mayor Gardner

2. **Prayer** – Commissioner Durastanti
Flag Salute

3. **Old Business**

A. Approval of Minutes

1) **Regular Meeting 4/12/2022**

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

B. Ordinance NO. 2022-01 – 2nd reading.

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA, PERTAINING TO THE VACATING AND ABANDONING A PORTION OF THE PROPERTY IDENTIFIED AS 04-33-25-0010-00012-0009 AND NOT THE CONTINUED OWNERSHIP OF THE PROPERTY; PROVIDING FOR CONFLICTS, SCRIVENOR'S ERRORS, LIBERAL CONSTRUCTION, SEVERABILITY AND AN EFFECTIVE DATE.

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

4. **New Business**

A. Modification to EDA Grant Agreement #1

City Manager Thompson stated that he asked the EDA for additional funds to finish up the Community Building. The EDA accepted his grant application for an additional \$59,000, which will be used for the flooring, plumbing, electricity, tables, and chairs. Vice-Mayor Fite made the motion to approve. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

B. FRDAP Grant – Main Street Park

City Manager Thompson stated that since the city will not need the funds for the Main Street Park anymore, he needs approval to close out that grant. Vice-Mayor Fite made the motion to close out and vacate the FRDAP Grant for the Main Street Park. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

C. 9 Acre Lake Branch Road Property Proposal

City Manager Thompson stated that Mr. and Mrs. Johnson had made a proposal about swapping some land out at our last meeting. In the proposal, it mentions the splitting of

the cost to get the land surveyed if the commission chooses to accept the swopping of the land. City Manager Thompson stated, that since the city hasn't agreed to sell the land yet, that we should just leave it as is until the commission decides what they want to do with the property. Vice-Mayor Fite made the motion to approve "as-is" and to be re-visited in the future if necessary. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

D. First National Bank Line of Credit

City Manager Thompson mentioned that the line of credit is up for renewal. He stated to the commission that the City is having issues with their current Capital One Credit card being that it's under an ex-employee's name as a guarantor. He said that he personally got a credit card with a \$34,000 credit limit through Wauchula State Bank. City Manager Thompson stated that he tried to go through Capital One, but the \$300,000 line of credit is attached to his name, and they would only allow him a \$2000.00 line of credit. He stated that if the commission decides to renew the line of credit through First National bank, even though the city doesn't need it, he would like to remove himself as a signer because it is being reported to his credit. The city has the funds and a \$400,000 CD if we ever needed it. Commissioner Jones made the motion to remove the city manager as a signer on the line of credit and for the line of credit to be closed out. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

E. Electronic Meters

City Manager Thompson mentioned that there was a discussion made in the past regarding using ARPA funds for the purchase of the electronic meters. The job was bid out, but the city didn't receive any quotes. He reached out to Empire Pipe who we purchase our current meters now to see if they can possibly to the change out. They gave us two proposals we could possibly go with. One is to install electronic faces to some of our meters now, and some will have to be changed out completely. The other option is to install a high-tech system that has no inner workings. The water flows directly through it, it has an analog so that you can go both ways with it, and it doesn't clog up. The difference in price is that one is \$49.00, and the other is \$128.00 per meter. We will also need to contract someone to install these meters at around \$38.00 per meter change-out. Another problem that we might come across is that DEP requires a backflow for every meter. City Manager Thompson stated that with everything put together, the city is looking at roughly \$369,000 for electronic meters. Discussion continued regarding the purchase of electronic meters between the commission. City Manager Thompson asked for a \$400,000 expense approval just in case we run into any issues, although he doesn't hope to spend that amount. Vice-Mayor Fite made the motion to approve if we proceed with the plan of 100% conversion to the new auto-read meters, with the backflow if necessary, and to start building a contingency fund for future repairs or replacements of these meters. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

F. St. John Road

City Manager Thompson noted that we should all be aware that St. John Road is going away. The city will need to change the address of any existing properties owned by the city. Vice-Mayor Fite made the motion to change any existing address to a Main Street

address. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

G. Sanitation Changes

City Manager Thompson stated that he has some changes that he plans to make to our new garbage system. He has re-worded our ordinance so that we can incorporate our new garbage can and garbage system into our daily lives in the city. City Manager Thompson showed some pictures of what we are having to deal with now on our regular garbage routes. With the new garbage can, people will be held accountable for excessive amount of trash around the can and loose garbage will not be picked up. If an additional can is needed, the customer will pay an additional \$27.00 per can pick-up a month. Residents will be fined after the 2-week trial period for not putting out their garbage in a reasonable matter. We are losing money on bulk trash pick-up as well. In the updated ordinance, residents will be responsible for taking their own bulk items to the land fill or call the city for special pick-up by appointment. The trash cans have warranty on them so if a lid or the wheels break, we can get them replaced. Each customer will get a trash can with a number registered to their address in case of lost or stolen cans, we are able to find them and return them to the initial address. With all that said, City Manager Thompson would like to get started on re-writing the ordinance for the new changes. Commissioner Durastanti made the motion to approve. Motion was seconded by Vice-Mayor Fite. Rollcall vote, all in favor, motion carried.

H. Habitat for Humanity – Chester Ave Property

Tabled until next month due to Leslie Long being absent

I. Old Bowling Green Inn – Ed Porch

Ed Porch came before the board to ask if the city has an interest in moving the city hall to the property across the street. He handed out a brief description of the plans that he has put in place. He also included a small drawing of what it would look like. Beside the city hall offices, the police department, and some apartments that the city could lease out would be included. Before he spent money on the actual plans, he wanted to see if the commission would be interested in moving the city hall. If the city has interest in going through with this plan, Mr. Porch stated that they can possibly work it out so that the city can break even. As of Mr. Porch's present plan, the city hall, police department, and 6 apartments would set in the Old Bowling Green Inn and 60 more apartments in other land owned by the city. There was continuous discussion regarding the topic. The commission decided that Mr. Porch come back with a more detailed plan of what he wants to do and what the city has to benefit out of moving to the Old Bowling Green Inn and to have the city lease out apartments. Attorney Buhr suggested that Mr. Porch put together some real numbers so that the commission can consider moving forward.

J. Police Radios

Chief Scheel presented the commission with a new portable radio. He states that there has been issues with communication lately through the current radios. With the new radio, he has tried it on all the dead spots and bad communication areas, and he has been able to communicate without any issues. These radios will be purchased with ARPA funds and Motorola will buy back the radios that we are currently leasing. By returning the old radios, the city will end up paying roughly \$38,000 for the new ones. Vice-Mayor Fite made

a motion to approve the new radios. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

K. Power Point Presentation – Commissioner Jones

Tabled due to time, Commissioner Jones is willing to move his presentation to next month

5. Mayor Gardner

Mayor Gardner appreciates all the hard work and dedication from the City Employees

6. Recreation Committee

Michelle Jones, Vice Chairperson announced that she is new to the recreation committee and her position but would like everyone to know that the recreation committee is looking to revamp the way things get done and getting their faces out in the community so that they can build better and stronger relationships with businesses. She stated that by working together, they hope to have a great turnout for Cinco de Mayo.

7. Commissioners

Commissioner Jones stated that he got a hold of a gentleman regarding the speed feedback signs and that Hardee is not on the list to receive them unless they are looking to purchase. These signs cost \$7000.00 each. However, the gentleman told Commissioner Jones that DOT is doing them in phases and that he will put us on the list due to Winter Haven having extra material. Commissioner Jones then requested one for the South bound and the North bound side. Due to the workshop that was completed, Commissioner Jones was told that the city will be receiving 2 speed feedback signs at no cost and will be installed within the next 6-8 weeks. Commissioner Durastanti thanks all the city employees, in particular the police department. He stated that he appreciated Chief Scheel and the officers for all the hard work they do. Vice-Mayor Fite states that he will echo Commissioner Durastanti regarding the police department. He asks City Manager Thompson that before the ARPA funds are gone if he could check into replacing the claw truck. Commissioner Lunn wants to thank Commissioner Jones for all the work he's doing and appreciates Chief Scheel and his officers. Mayor Gardner states that he also appreciates Chief Scheel.

8. City Attorney

Attorney Buhr is asking the cities to put together a storm water utility so that we can charge a fee for it. He is putting a report together with the other cities and if we're interested in doing so, he can include us in it. Vice-Mayor Fite stated that it is long over do.

9. City Manager

City Manager Thompson wants to thank the commission for all their feedback. He is glad to know that all the work being done is to make the city better. He also appreciates all the employees. The city is short staffed, yet everyone continues to work hard. Commissioner Lunn brought up the topic about the placement of the pavilion at the Centanino Park and that it looks great where they placed it. There was a motion made by Vice-Mayor Fite regarding the naming of the pavilion after Mary Alice "Shirley" Tucker. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

10. Police Chief

Nothing to discuss.

11. City Clerk

Nothing to discuss.

12. Public

Nothing from the public to discuss

Mayor Gardner adjourned the meeting.

Duane Gardner, Mayor

Maria Carmen Silva, City Clerk

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA AMENDING CITY CODE ARTICLE PROVIDING FOR USE OF CITY-ISSUED WASTE COLLECTION CARTS; PROVIDING FOR REQUIRING THIRD-PARTY CONTRACTOR COLLECTION OF CERTAIN TYPES OF WASTE RATHER THAN CITY COLLECTION; PROVIDING FOR REDUCTION OF COLLECTIONS DAYS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SCRIVERNOR'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE CITY COMMISSION OF BOWLING GREEN, FLORIDA, in furtherance of its responsibility to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, and to prevent and abate litter, has reviewed its collection procedures and policies, and has determined that the city providing a collection container of fixed size is in the interest of the public safety, health and welfare; and

WHEREAS, with larger container size, the city can reduce the number of collection days; and

WHEREAS, the City Commissioners find that it is in the best interest of the City to adopt the recommended amendments to the Ordinance.

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

Section 1. AMENDMENT OF CHAPTER 30, ARTICLE II, SECTIONS 30-21, 30-22 AND 30-23.

ARTICLE II. - COLLECTION AND DISPOSAL

Sec. 30-21. - General provisions.

- (a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bags means plastic sacks designed to store garbage with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed 30 pounds.

Bin means a metal receptacle, leased from the City, designed to be lifted and emptied mechanically for use only at commercial units. Also known as dumpsters.

Bulky waste means stoves, refrigerators, water tanks, washing machines, beds and mattresses, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containerscarts, as the case may be.

Bundle means tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 30 pounds in weight.

Cart. A city-issued 96-gallon garbage container which shall be the sole container usable for residential garbage collection. No other form of container will be allowed for residential property, and only bins and carts are acceptable for commercial properties. The full, usable volume of the cart shall be to the top of the cart, but with the lid fully closed. Carts are the property of the city, and each cart is assigned to a specific address by a serial number on the cart. Carts shall not be modified with locks, lids, wheels, or by painting without prior approval from the city.

Commercial unit means all premises, locations or entities, public or private, requiring garbage collection within the corporate limits of the city which are not a residential unit.

Construction debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term "construction debris" also includes:

- (1) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (2) Except as provided in F.S. § 403.707(9)(j), yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
- (3) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- (4) De minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the industry.

~~*Container* means a receptacle with a capacity not greater than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 pounds.~~

Contractor means the person, corporation or partnership performing garbage collection and disposal under the contract, franchise or authorization with the city.

Dead animal means animals or portions thereof equal to or greater than ten pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

Garbage means any and all dead animals of less than ten pounds in weight, except those slaughtered for human consumption; every accumulation of household waste and rubbish (animal, vegetable and/or other matter) or waste that results from the preparation, processing consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

Hazardous waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when

improperly transported, disposed of, stored, treated, or otherwise managed. The term "hazardous waste" does not include human remains that are disposed of by persons licensed under F.S. ch. 497.

Residential unit means a dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single- or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.

Rubbish means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

Stable matter means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Yard waste means vegetative matter resulting from landscaping maintenance and land clearing operations.

- (b) *Uncovered garbage.* It shall be unlawful to place or permit to remain anywhere in the city any garbage or other material subject to decay other than leaves or grass, except in ~~an approved tightly covered container~~the cart.
- (c) *Windblown refuse.* It shall be unlawful to cause or permit to accumulate any waste of any kind in such a manner that it can be blown away by the wind.
- (d) *Deposits on streets.* It shall be unlawful to deposit or permit to fall from any vehicle any waste of any kind on any public street or alley in the city; provided that this subsection shall not be construed to prohibit placing garbage in a ~~container~~cart complying with the provisions of this article preparatory to having such material collected and disposed of in the manner provided herein.
- (e) *Disposal of garbage.*
 - (1) It shall be unlawful to dispose of any garbage anywhere in the city except in a ~~container~~cart or locations approved by the city, for the collection by the city or franchised haulers as prescribed by the city.
 - (2) The use of solid waste collection services, including dumpsters or other garbage and trash collection receptacles, shall be limited to the person paying the monthly fee for the garbage collection service for such dumpster or receptacle. Any person, resident or nonresident, who disposes of solid waste by placing it in a dumpster or other receptacle at a location within the city limits for which that person does not pay the appropriate periodic fee for the garbage collection services shall be guilty of a violation of this article.
- (f) *Hazardous waste.* The handling and discharge of all hazardous waste shall follow all applicable standards established by the county health department, the state and the United States government. The city shall be available, upon request, to review procedures involving the handling and discharge of all hazardous waste to ensure that such disposal does not create any safety or health problems. Hazardous waste shall be picked up only by special arrangements.
- (g) *Enforcement.* Provisions of this article shall be enforced by the city through the code enforcement process as set forth in city ordinances and state statutes. These shall not be the exclusive remedies, but shall be in addition to any other enforcement procedure permitted by law.

Sec. 30-22. - Collection.

- (a) ~~Residential garbage containers.~~ Each residential customer shall furnish a properly maintained garbage container in accordance with specifications designated by the city to ensure uniform and efficient collection. The city shall make available approved containers at cost, plus a charge for handling. The city shall have the authority to determine whether or not a garbage container has been properly maintained to ensure uniform and efficient collection, and shall have the authority to require repairs to or replacement of defective garbage containers. The city may also determine whether improper conditions of collection exist, including, but not limited to, excessive containers, excessive weight, and inappropriate wastes. If the owner fails to make the required repairs or replacement after having been given reasonable opportunity to do so, the city may, at its sole option:
- (1) ~~Cease residential garbage service until such time as repairs or replacement are completed or conditions are corrected, and impose a fine in accordance with city ordinances and state law; or~~
 - (2) ~~Continue to collect residential garbage with defective containers or collection conditions and charge for a special pickup, and the owner shall be billed at a rate specified in the fee schedule which is on file in the city clerk's office, as well as a fine for Code violation.~~
- (b) *Commercial garbage containers, carts and bins.* Each commercial customer shall arrange for placement of an approved container bin or a cart through the public services office to ensure uniform and efficient collection. ~~Large containers commonly referred to as dumpsters shall be leased from the city.~~ The city may authorize small commercial customers to use residential-type containers, carts, but no more than three (3) carts will be allowed for any business. Commercial customers may be authorized, upon request by the customer, to utilize compaction containers of a type and size approved by the city. When approved by the city, the customer shall provide the compaction container and shall provide for maintenance of the container. Other large containers may be provided and serviced by approved commercial haulers only when a temporary commercial collection permit has been obtained pursuant to the provisions of this article. For commercial sites where there are a large number of individual stores bound together by association or lease, such shopping centers or the downtown shopping area may consider the requirements for number and placement of garbage containers, bins in total rather than on an individual basis. The city shall have the authority to determine whether or not a garbage container, bin or cart has been properly maintained to ensure uniform and efficient collection, and shall have the authority to require repairs to or replacement of defective garbage containers, carts or bins. The city may also determine whether improper conditions of collection exist, including, but not limited to, excessive containers, bins or carts, excessive weight, and inappropriate wastes. If the owner fails to make the required repairs or replacement after having been given reasonable opportunity to do so, the city may, at its sole option:
- (1) Cease commercial garbage service until such time as repairs or replacement are completed or conditions are corrected, and impose a fine in accordance with city ordinances and state law; or
 - (2) Continue to collect commercial garbage with defective containers, bins or collection conditions and charge for a special pickup, and the owner shall be billed at a rate specified in the fee schedule which is on file in the city clerk's office, as well as a fine for Code violation.
- (c) *Alternate container collection systems.* The city may authorize and approve alternate container collection systems to ensure practical and efficient collection deemed most appropriate for the specific situation. When allowing alternate container collection systems, pursuant to this subsection, the city may impose special conditions and charges pursuant thereto.
- (d) *Collection by city.* All residential and commercial garbage, yard waste and bulky items accumulated in the city shall be collected, conveyed and disposed of by the city government, except as otherwise provided by city franchise agreement. No person shall collect, convey over any of the streets or alleys of the city, or dispose of for a fee any garbage or waste of any kind accumulated in the city without a temporary commercial collection permit or franchise issued by the city. The city manager or other designated officer shall have charge of the collection of garbage in the city. Disposal of dead animals, hazardous waste, construction debris and stable matter must be arranged for by the property owner or its lessee, or the city may issue franchises for such services, or allow removal by approved commercial haulers on a case-by-case basis. The cost will be absorbed by the property owner or its lessee. ~~Disposal of dead animals, hazardous waste, construction debris and stable matter may either~~

~~be arranged for through the city as a special service, or the city may issue franchises for such services, or allow removal by approved commercial haulers on a case-by-case basis. It is the responsibility of the customer to ensure that a collection contractor has the proper authorization, and any fines for improper collection shall be the responsibility of the customer or property owner.~~

(e) *Frequency of collection.*

- (1) *Residential garbage.* Residential garbage shall be collected ~~two~~one times per week except when a recognized holiday occurs on a scheduled collection day. The frequency of collection may be reduced to one time per week for the holiday week only. ~~No more than three containers~~One cart shall be normally collected each collection day at regular residential collection rates. ~~Additional containers-carts may be requested from the city and~~ shall be charged a special service charge, but in no event shall more than three (3) carts be authorized for residential pickup without special written authorization and charges from the City, which authorization shall be for a temporary period of not more than one (1) month.
- (2) *Yard waste.* Yard waste shall be not more than four inches in diameter and cut in lengths not exceeding five feet. This length limitation does not apply to palm fronds. Yard waste must not contain garbage. Up to two cubic yards of yard waste which is not within the ~~usual collection container~~cart with the lid closed will be collected one time per month except when a recognized holiday occurs. To have this pick up, you will need to call city hall and have the yard waste scheduled to be picked up. Going forward yard waste will only be picked up via a scheduled pick up coordinated through city hall. Any scheduled pick up containing more than two cubic yards or containing garbage shall be considered as a special pickup, and the owner shall be billed at a rate specified in the fee schedule which is on file with the city clerk's office. It is the responsibility of the property owner or its lessee to ensure all city codes and ordinances are being adhered to in reference to yard waste. ~~on a scheduled collection day, in which case customers will be notified of the alternative date. Any pile containing more than two cubic yards or containing garbage shall be considered as a special pickup, and the owner shall be billed at a rate specified in the fee schedule which is on file in the city clerk's office.~~
- (3) *Bulky items.* The city will no longer provide pick-up of bulky items such as discarded furniture, appliances, or tires. It will be the responsibility of the property owner or its lessee to discard these items through a city-authorized commercial collection contractor. The name(s) of such company(ies) are available at City Hall. It is also the responsibility of the property owner or its lessee to abide by all city codes and ordinances in relation to bulky items. Bulky item collection shall be limited to a maximum of ten cubic yards per pickup. Discarded furniture, appliances and tires shall be considered as a special pickup, and the owner shall be billed at a rate specified in the fee schedule which is on file in the city clerk's office. Any pile containing more than ten cubic yards or containing garbage shall be considered as a special pickup, and the owner shall be billed at a rate specified in the fee schedule which is on file in the city clerk's office.
- (4) *Commercial garbage.* Commercial garbage collection will be not less than two times per week, except that commercial establishments that provide food service shall be collected no less frequently than required by the county health department. Commercial customers using not more than ~~three~~one residential type containers~~cart~~ will be considered as residential as to collection and will be collected according to subsection (e)(1) of this section. Commercial customers issued two (2) or three (3) carts will be charged a commercial rate. Commercial customers using bins will be charge the commercial bin rate.
- (5) *Additional commercial garbage.* All commercial refuse, including yard waste which is not within the usual collection container will be collected only as requested. Fees charged shall be according to the rate schedule for special pickup which is on file in the city clerk's office.
- (6) *Public schools and commercial routes.* Public schools and commercial routes shall be collected five times per week.

(f) *Points of collection.*

- (1) *Residential garbage.* Residential garbage containers shall be placed in the city-issued cart, curbside at the edge of the customer's property adjacent to a street and shall be accessible without entering into a building or shelter of any type or by walking under, around or on any obstacles. Cart lids must be fully closed, or they will not be picked up. The city may make exception to ~~the this placement requirement~~regulation in the case of verified handicapped or infirm persons. Accumulations of yard waste ~~and bulky items~~ shall be stacked in compact piles at curbside separated from garbage and within the confines of residential unit's property lines. Deposits of containers ~~or~~, yard wastes ~~or bulky items~~ shall not obstruct pedestrian or vehicular traffic. Residential yard waste ~~or bulky items~~ shall be placed on the street's edge, but shall not be placed in the street. All small yard waste or refuse such as grass clippings, short hedge clippings, weeds and fallen leaves shall be bagged. Items placed for collection, which are not within the usual collection container cart, shall not be placed directly under or adjacent to overhead electric or telephone wires, cable television wires, or tree limbs. The city will no longer be picking up bulky items, these are to be disposed of by the property owner or its lessee through a city-approved commercial collection contractor and shall at no time be placed or left in yards.
 - (2) *No loose garbage.* All residential, household, and commercial garbage must be placed in the designated container cart in sealed bags, ~~or other such holders~~, to avoid loose litter. No loose household or commercial garbage is permitted in the collection container cart.
 - (3) *Commercial garbage.* All commercial unit containers must be placed in the city-issued cart, curbside on the customer's property, on a concrete pad as specified by the city, and not within the right-of-way of any area or street except as may be otherwise designated by the city to assure practical and efficient collection. Such containers shall be accessible without entering a building or shelter of any type. Owners or lessees of commercial units shall provide for placement of commercial containers so as to prohibit parking that would prevent pickup of containers. Placement or signing of commercial containers shall be approved by the city. If the container is inaccessible to the collection vehicle, the driver shall tag the container which shall serve as notice to the customer of the inaccessibility. Collection will then be made on the next regularly scheduled collection day for that customer unless the customer requests a special pickup. An additional charge, as specified by the rate schedule which is on file in the city clerk's office, shall be levied against the customer for a special pickup. The customer shall be notified of the additional charge at the time of request for the special pickup. Accumulations of commercial unit bulky items, which is not within the usual collection container, shall be stacked in compact piles within the confines of the commercial unit's property lines at a location accessible to the collection vehicle. Deposits of bulky items shall not obstruct pedestrian or vehicular traffic.
- (g) *Time of placement of containers for collection and placement of containers when not for collection.*
- (1) All residential-type containers, whether designated residential or commercial, shall be placed for collection in accordance with this article no earlier than 5:00 p.m. before the day designated for collection nor later than 7:00 a.m. the day designated for collection, and should be removed immediately following such collection, but in any event no later than 10:00 a.m. following such designated days.
 - (2) When not properly placed for collection in accordance with this article, all residential-type containers, whether designated residential or commercial, shall be tagged by the city and/or door hangers placed on the door of the customer to advise the customer that the container must be placed on private property behind the front structure line or hidden from public view, and notice of the action taken by the city will be recorded on the customer's account. Customers will not be assessed an additional charge for this action; however, when containers are not subsequently placed in accordance with this article after one warning, an additional charge, as specified by the rate schedule which is on file in the city clerk's office, will be levied against the customer.
 - (3) Prior to depositing for collection in containers, the customer shall collapse all cardboard boxes and crates and shall ensure that the cover to the garbage container is tightly closed. If garbage has been placed in or around a container in such a way as to prevent it being emptied in the usual and routine manner, the container shall be considered inaccessible and the provisions of this article regarding inaccessibility shall apply.

- (h) *Tires.* Tires shall not be placed in garbage containers. Any container found containing tires shall be considered inaccessible and the provisions of this article regarding inaccessibility shall apply.
- (i) *Temporary commercial collection permit.*
 - (1) Where unusual circumstances exist in which the city is unable to provide efficient and practical commercial collection, the city, upon application by a commercial hauler, may grant a temporary commercial collection permit. The term of the permit shall not exceed one year from the date of issue. The temporary character of the permit does not prohibit renewal of the permit upon reapplication by the commercial hauler. Commercial haulers operating under a temporary collection permit shall comply with all conditions of the permit as established by the city commission. Where a violation of the conditions or requirements of the permit occurs, the city may immediately revoke the permit.
 - (2) The temporary collection permit application and the requirements for obtaining the permit may be obtained from the public services office.
- (j) *Special services.*
 - (1) *Contagious disease refuse.* The removal of wearing apparel, bedding, or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of consultants retained by the city or state health officials. The refuse shall not be placed in containers for regular collection.
 - (2) *Inflammable or explosive refuse.* Highly inflammable or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the city manager, in a manner prescribed by the fire chief.
 - (3) *Dead animals.* The bodies or carcasses of any dead animals shall not be placed in containers for regular collection but shall be disposed of as prescribed by the city manager.
- (k) *Separation of yard waste from other garbage, and bulky items required.* Customer shall separate yard waste from all other wastes, for collection. If special municipal services are required to separate or sort such materials, customer shall be charged a special service charge (in accordance with the established fee schedule) to defray such expense to the city.

Sec. 30-23. - Fees, charges, billing procedure.

- (a) *Fees.* A fee schedule establishing some of the fees and charges relating to the services adopted as a part of the ordinance from which this article is derived is shown on exhibit "A" to the ordinance from which this article is derived and may be modified or added to at any time by resolution of the commission, and kept on file in the clerk's office. Other fees not listed in exhibit "A" but already in effect shall continue in effect until modified by resolution. Commencing on October 1, 2008, and continuing the October 1 of each year thereafter, all fees and charges relating to the services contemplated in this article shall be automatically increased 2½ percent.
- (b) *Billing for garbage only; delinquency.* Bills for the services contemplated in this article shall be considered delinquent if not paid by the 15th of the month following the month for which service is rendered. All delinquent accounts are subject to stoppage of service without notice. Service shall be resumed only upon payment of all accumulated fees and charges.
- (c) *Repair or replacement of carts. Damage to carts resulting from loss, abuse, or negligence shall be the responsibility of the customer to whom the cart was supplied. The city shall determine the cost for repair or replacement.*

Section 2. Conflicts. All ordinances or parts of ordinances in express conflict with any of the provisions of this Ordinance, which cannot be harmonized by interpretation considering the intent of this Ordinance are hereby repealed.

Section 3. Severability. Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid.

Section 4. Liberal Construction. This Ordinance shall be liberally construed so as to effectively carry out the purposes hereof in the interest of the public health, safety and general welfare. This Ordinance is not intended, nor shall it be construed to supersede or conflict with any statutory provisions, rules or regulations of the state, but shall be construed as implementing and assisting the enforcement thereof.

Section 5. Scrivener's Errors

The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee, without public hearing.

Section 6. Effective Date. This Ordinance shall become effective immediately following passage.

=====

This Ordinance was read for the first time at the Regular Meeting of the City Commission held on the _____ day of _____, 20____. The vote was as follows:

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

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

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

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Maria Carmen Silva, City Clerk

Duane Gardner, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF BOWLING GREEN, FLORIDA, PROVIDING FOR ADJUSTMENTS TO SOLID WASTE RATES FOR THE FISCAL YEAR 2021-2022, AS PROVIDED FOR IN ORDINANCE NO. 2009-05, SECTION 1 AND ORDINANCE NO. 2011-03, SECTION 2; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2009-05 established a program of annual inflationary adjustment (indexing) for setting solid waste collection rates and,

WHEREAS, Ordinance No. 2011-03, Section 2 provides for setting solid waste collection rates, fees, charges, and procedures for calculation and collecting by Resolution, and

WHEREAS, in addition to annual inflationary increases, other adjustments to rates have been made to reflect changes in solid waste collection procedures and requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Bowling Green, Florida, as follows:

Section 1. Rates and Fees. The solid waste collection rates, fees, charges, and procedures shall be adjusted as indicated in Exhibit "A" attached hereto.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

IN WITNESS WHEREOF, the City of Bowling, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this ____ day of _____, 20___.
The vote was as follows:

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

(Seal)

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Maria Carmen Silva, City Clerk

By: _____
Duane Gardner, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

May 6, 2022



SOLID WASTE COLLECTION
EXHIBIT A
2021-22 RATES, FEES & CHARGES

EXISTING CHARGES BEING MODIFIED ARE SHOWN IN STRIKEOUT, EXISTING CHARGES THAT REMAIN THE SAME ARE IN BOLD, AND NEW CHARGES ARE SHOWN IN UNDERLINE.

Residential and Commercial Customers

New Service Fee Information:

The ~~twice~~once-weekly residential household garbage collection fee is \$27.75 per month for ~~three (3)~~one (1) City-issued 96-gallon cart ("cart")-containers, and ~~\$41.39~~ \$7 per cart, per month for being provided each additional ~~container~~cart, and \$20 per cart, per month, totaling \$27 per cart, per month for each additional cart.

For commercial customers who do not utilize dumpsters, the twice-weekly collection fee ~~is \$45.83 per month~~for two (2) City-issued 96-gallon carts ~~the 4 collections per week fee~~ is \$75.04 per month. Commercial customers that require more than two 96-gallon trash carts will be assessed seven (7) dollars a month per cart over two and a collection fee of thirty (30) dollars for each additional 96-gallon can be collected, totaling \$37 per cart, per month, for each additional cart.

The twice a month special item pick-up flat fee is **\$4.13** a month per customer (including residential and commercial customers) for yard waste up to 5 yards ~~and up to 1 piece of bulky furniture items a month (excluding tires and appliances)~~. The east side of US Hwy 17 will be picked-up on the 1st and 3rd Wednesday of each month. The west side of US Hwy 17 will be picked-up on the 2nd and 4th Wednesday of each month.

Volume of Product

Yard Waste

0 to 5 yards (16-30 bags)	N/C
More than 5 yards up to 10 yards	\$ 48.87
More than 10 yards up to 15 yards	\$78.59
More than 15 yards up to 20 yards	\$99.52
Additional Yards over 20	\$5.95 per yard

Bulky Items: (per item, all customers)

Refrigerator, stove, water heater, dryer, washing machine	\$16.02
Sofa, mattress, bed springs, arm chair	\$13.38
Stereo, television set, tables	\$11.94
All other furniture and appliances (minimum+ fee based on size)	\$11.13

Tires:

Residential (4 Maximum)	
per tire, w/o rims =	\$6.69
per tire, w/rims =	\$12.04

Container Placement and Product Disposal Procedures:

To better serve you, the following shall apply:

Residential type containers - all garbage must be bagged and placed in a City approved container (cart/hobo); loose garbage will not be collected; place container curbside no later than 7:00 a.m. on pickup day and no earlier than 5:00 p.m. the day before the scheduled collection time; remove immediately following collection, but in any event, no later than 10:00 a.m. the next day. When containers are not properly placed for collection or removed from the curbside location and hidden from public view following disposal, a \$8.71 fee, per incident, will be levied against the customer of record, after the first such occurrence.

Yard Waste and Bulky Items: do not mix these materials; separate and place materials in two piles; piles are to be placed curbside in an area free of poles, fences, low hanging wires, tree limbs, and other obstructions, to ensure disposal vehicle access. Leaves and small clippings must be bagged. Mixed piles will not be collected until the piles are separated and a request for return services is received from the customer. Should City personnel have a need to separate horticulture and non-horticulture materials, the customer of record will be assessed a minimum fee \$24.08 plus actual labor costs, per occurrence.

BOWLING GREEN COMMUNITY CENTER
104 East Main Street Bowling Green, FL 33834
(863) 375-2255

COMMUNITY CENTER RENTAL AGREEMENT

Application Date: _____

Name: _____ Address: _____

City/State/Zip: _____ Phone: _____

Requested Rental Date(s): _____ Number of Guests: _____

Start Time: _____ End Time: _____ Will Alcohol be Served: Y / N

As a renter of the facility, I understand that I am responsible to assure that the attached rules and policies are adhered to. I understand that I am also responsible to assure that the facility and fixtures are properly cared for during the rental period and that the facility and grounds are clean and returned to the original condition at the end of the event. My signature indicates that I have received and understand the rules and policies for the rental and that I am in agreement with them.

A security deposit is required to hold the building for the desired date. A check is preferred. The full rental fee is required a minimum of 14 days prior to your event date. The security deposit will be refunded after the building is inspected, and an inventory is taken. The security deposit check will be returned to you to void and disposed of, once the keys are returned.

Signature/Photo ID required Date

DEPOSIT RECEIVED: _____ Date

RENTAL FEE RECEIVED: _____ Date

DEPOSIT REFUNDED: _____ Date

*****Usage timeframes includes set-up and clean-up.***

CANCELLATION NOTICE: Full Refund of paid rental fee and security deposit if cancelled 14 days prior to reservation. Any event cancelled within the 14 day rental agreement, the rental fee is forfeited. The security deposit will be refunded.

For Office Use Only

Total Amount Charged \$ _____ Deposit Received \$ _____

Keys provided to _____ Keys Returned on: _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned

Amount \$ _____ Date _____

Renter Signature _____ Employee Signature _____

RULES AND POLICIES

(By Signing Above you have acknowledged that you have read and agreed to the below terms.)

Depot Rental Regulations & Fees

The Bowling Green Community Center is available for public and private special uses; however, the Chamber retains the right to exercise discretion in approving rental proposals that may be incompatible with the historical character of the facility or in the best interest of the Chamber.

Terms and Conditions

- Description of Property. Rental of the facility is limited to the event space, its furnishings, adjoining outside deck and adjacent parking lot. The adjoining spaces are not included in the rental of the facility unless advanced, special arrangements are made with the Chamber.
- Hours of Use. Events are limited to hours between 8:00 A.M to 6:00 P.M.
- Facility Contents. All facility furnishings, decorations and other items are the property of the City of Bowling Green and shall not be removed without written authorization of the City Commission. !
- Payment. Full payment must be made to the City of Bowling Green 5 days prior to the scheduled event date.
- Security Deposit. A deposit is required for the use of the facility. Deposits must be received at the time the reservation is made. The security deposit may used by the City to satisfy all or part of Renter's obligations, however, it does not preclude the City from seeking additional payment from the renter for other purposes. If the City determines that the security deposit will not be refunded, a written explanation will be provided to the renter. When all post-rental conditions have been met, the security deposit shall be refunded within seven days.
- Insurance Requirements: Renter shall procure and maintain, for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by Renter. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability (CGL) on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence.
- Multiple Events. Multiple events may be scheduled by the renter with a single security deposit, security deposit will not be refunded until after the final scheduled event.

- Smoking. Smoking inside of the facility and on the attached decks is prohibited. Smoking is permitted outside in designated areas only. Guests or persons hired by the renter who continue to smoke in unauthorized areas are subject to immediate removal by Security officers or the Event Staff. It is the responsibility of the renter to ensure all smoking parts be picked up and removed from chamber grounds.
- Facility Alterations. No alterations or modifications shall be made to the facility without the written approval of the City Commission, including but not limited to paint, nails, screws, locks, fixtures, tape, glue, or attachments to the walls, ceiling or flooring or any other items on any portion of the facility. Any Damages caused by the renter will be repaired by City and paid from the security deposit. If the security deposit does not cover the repair cost, the renter will be billed for the amount in excess of the security deposit. No person or organization may rent the Community Center if they have any outstanding repair balance due.
- Advertising. All advertising, print materials and all other forms of publicity pertaining to the event shall not suggest that the City sanctions, sponsors or is affiliated with the event.
- Birdseed, Glitter, and Other Similar Items. Dispensing/throwing of tiny particles such as birdseed, glitter and other similar items inside the facility is prohibited.
- Animals. Animals are prohibited inside the facility, except for those needed for medical reasons or sight-impaired persons.
- Cleaning, Restoration and Repair. At the end of an event, the Renter shall be responsible to return the facility and all of its contents to the same condition that existed prior to the event, including cleaning, repairing and restoration. This includes removing all trash and event materials, food, etc. from the facility and properly disposing of them. Note: Any food and/or spills not removed will result in a minimum \$20.00 charge per area depending on time to dispose/clean-up. If the renter does not return the facility to its original pre-rented condition, the renter will incur a minimum \$250.00 cleaning charge.
- Protection of Surfaces. Placemats, table pads, tablecloths and other similar measures must be used to protect table tops and the surfaces of all furnishings.
- Sound and Noise. It shall be unlawful for any person to willfully make, continue, or cause to be made any excessive, unnecessary, or unusually loud noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person residing within hearing distance of the facility.
- Consumption of Alcohol. The consumption of alcohol on the premises by event participants of legal age as a part of an approved event is permitted. If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the

alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

- Liability. Renter assumes full responsibility and liability, and shall compensate the City, for any damages to the facility or theft of or damages to facility furnishings, decorations, fixtures, floor coverings, flooring, window treatments, appliances, equipment and all other property of the City arising from or relating to the event or anyone entering the facility for such event.
- Indemnification. To the fullest extent permitted by Florida law, Renter hereby releases the City of Bowling Green (its contractors, agents and employees) from liability for, and agrees to indemnify, save harmless and defend the City (its contractors, agents, and employees) from and against, any and all losses, costs, claims or suits (whether relating to property, death or personal injury), damages or expenses arising from or relating to: (i) Renter's failure to fulfill any of its obligations or any condition of this Rental Agreement, (ii) any damages, loss, expense, cost or injury (whether in the nature of personal injury, death, or property) happening in or about the facility to Renter, its agents, contractors, employees or invitees; and (iii) any judgment, lien or other encumbrances filed against the City as a result of Renter's action.
- Disclaimer. The City shall not be responsible for any items of the Renter, its agents, contractors, employees or invitees, and the City will not be liable for any damage to or loss of Renter's, its agents', contractors', employees' or invitees', property of any type for any reason or cause whatsoever.
- Compliance. Renter, its agents, contractors, employees and invitees, must comply with all applicable laws, ordinances and regulations.
- Use Agreement. The Rental Application shall govern the rental of the Bowling Green Community Center for the specified purpose, date and time, persons and facility areas. By signing and paying all required fees, the renter acknowledges reading, understanding and acceptance of all terms and conditions for the use of the facility.
- Fasteners. No nails, tacks, adhesives, glues, 3M removable fasteners, or tape can be used on the walls, floors or trusses. Damage to building will result in additional charges.
- Lost Keys: Keys lost and/or not returned will incur a \$75 fee.
- Inclement Weather. If an event is cancelled due to inclement weather, the City of Bowling Green will make every reasonable effort to reschedule the canceled event. The City of Bowling Green shall not be held liable for losses incurred by the user/renter due to cancellation. Excessive heat or cold will not change the heating or cooling policy.
- Supervisors of Minors. Activities involving minors must have appropriate, ongoing, on-site supervision by a suitable number of responsible adults.

CHECKLIST FOR RENTERS

Check all items off before exiting:

- Remove all decorations and items used to attach decorations.
- Remove food, personal belongings, and rental equipment.
- Clean any spills from floors.
- Tables and chairs wiped clean and left standing.
- Remove all trash and debris from the building and grounds.
- Remove bagged garbage from trash receptacles. Place bags in containers outside the building.
- Kitchen- refrigerator, counters, and cabinets wiped clean.
- Turn off bathroom fans and lights.
- Lock ALL doors on both floors.
- Return keys and checklist.

Comments, complaints, or suggestions:

The items checked above have been completed.



Renter's signature _____ Date _____

City signature _____ Date _____

RENTAL AGREEMENT - COMMUNITY CENTER

This Agreement made between the CITY OF Bowling Green, hereinafter referred to as "OWNER", and _____ hereinafter referred to as "RENTER".

WITNESSETH

This agreement includes and incorporates the conditions of Rental Agreements attached or on file at the owner's administration office, and all applicable State and Federal Laws.

Rental Categories

1. Renters:

Renters are defined as individuals, for profit and non-profit organizations and governmental entities who hold a function and require full use or partial use of the complete community center facility. A **cleaning/damage** deposit is required. Renters may rent for a full day or half day dependent upon their needs. **A rental fee for the kitchen will be charged for use of the ovens and/or food preparation.**

2. Non-Profit Events:

Non-profit is defined as any religious, charitable, social, educational or civic group which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. Non-profit events that are free of charge and open to the public will be entitled to a fifty percent (50%) rental discount. Non-profit events that are intended for fundraising purposes will be entitled to a twenty-five percent (25%) rental discount.

3. Determination of Use:

The City Manager or City Manager's designee shall make a determination of allowable use for all renter types and will resolve questions regarding discounted rental fees. If the renter disagrees with the decision rendered, the applicant may appeal the decision to the City Commission.

The Renter agrees to pay \$_____ for rental of the Community Center located in the upstairs portion of Owner's City Hall. The Renter agrees to pay \$_____ for a cleaning/ damage deposit. This is refundable subject to the terms of this agreement, the prompt return of the completed Community Center checkout list, and the key. If cleaning and/or damage repair exceeds the deposit of the above stated price, the Renter agrees to accept full responsibility and liability for the additional amount.

Both the key and the completed Community Center checkout list must be returned to the Administration Office before the cleaning/damage deposit is returned. If the Renter violates these terms, the Owner may unilaterally terminate the contract. The Renter agrees to abide by the terms of this agreement.

DATE:			
Rental Fee	\$ _____	\$ _____	\$ _____
Tax	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
		Total for Event	\$ _____

Rental Dates: _____

Rental Times: _____ Anticipated Attendance: _____

Name of Event: _____

Will alcohol be served? Y / N If yes, please provide proof of event insurance prior to event.

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Print Name _____ Mailing Address _____

Phone Number _____

Renter's Signature

Date

City Representative Signature

Date

For Office Use Only			
Total Amount Charged \$ _____	Deposit Received \$ _____		
Keys provided to _____	Keys Returned on: _____		
Amount of Deposit Returned \$ _____	Date Deposit Returned _____		
Deposit Returned	Amount \$ _____	Date _____	
Renter Signature _____	Employee Signature _____		

Initials _____

Conditions of Rental Agreement:

- a. A walk through with custodial staff is required. A key must be checked out on the day of your event or the Friday before, by 5:00 p.m. You will not receive the key until the walk through is completed. Please contact City Hall at (863) 375-2255 to schedule the walk through, at least 24 hours before your event.
- b. Permission and scheduling for the use of the Community Center and the use of any City equipment shall be issued through the City Hall.
- c. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. The key will be checked out to the Renters representative responsible for the event. Renter accepts responsibility for the actions of its representative(s) related to this rental agreement.
- d. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.
- e. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to Owner's property, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
- f. Organizations and Renter's using the Community Center must be supervised by an adequate number of adult sponsors to assure proper care and use of Owner's property.
- g. Smoking is not allowed in any City-owned building
- h. A cancellation of the event and/or a request for a refund must be submitted in writing to the Owner's Administration and a determination will be made, at the Owner's sole discretion.
- i. If legal action is brought involving this rental agreement, the prevailing party shall be awarded reasonable attorney's fees.
- j. For no reason shall any Renter place nails, tacks, holes, duct tape or any other form of attachment to the walls, ceiling, or other surfaces in the building. On floors, no wax, sand or salt on floor for dancing. Blue painters tape made for painted surfaces is allowable. Check with the custodial staff.
- k. No glitter or small confetti may be used in decorations or activities at the Community Center. Failure to comply will result in the loss of the deposit and additional charges for damage may apply.
- l. The renter only may use the Community Center and may not sublet, assign or cater the use, without permission of the Owner, and in no event may derive any profit off the subletting, assignment or catering to others.

m. Votive candles in a fireproof container, with the flame no higher than the top of the container, will be allowed so long as the renter assumes all responsibility and liability for damages to the building and contents due to any fire as a result of the candles. I AGREE THAT THE RENTER WILL ASSUME ALL LIABILITY FOR DAMAGES AS A RESULT OF THE USE OF VOTIVE CANDLES AND THAT NO OPEN FLAME CANDLES ARE ALLOWED ANYWHERE IN THE BUILDING.

_____ (SIGNED).

Failure to comply will result in loss of full deposit and future rental dates will not be accepted.

*****CAPACITY OF THE COMMUNITY CENTER, BY STATE LAW, IS 49 PERSONS**

CITY OF BOWLING GREEN
COMMUNITY CENTER RENTAL WALK-THRU LIST

Appointment Date _____ Time _____

Event Date _____ Event Type _____

Name of Responsible Party _____

Items needed:

- Big Ladder
- Sound System
- Video Screen
- Stage Lights
- Cooler
- Stove/Ovens
- Electrical Cords

- All renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to owner's property and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
- All food and drinks are to be consumed in the community center or kitchen, not on the carpeted areas.
- "Painters Tape" may be used. No other form of attachment may be made to the walls, ceiling, floors or any other surface. This means:
 - NO DUCT TAPE
 - NO SCOTCH TAPE
 - NO NAILS
 - NO STAPLES
 - NO TACKS
- In Addition:
 - NO GLITTER
 - NO PAINTING
 - NO OPEN FLAMES (candles must be in glass or metal containers)
 - NO WAX, SAND OR SALT ON FLOOR FOR DANCING

I understand that with my signature, I am responsible for the above items and for completion of all items on the attached check-out list. Failure to comply may result in forfeiture of all or part of my deposit.

Renter's Signature _____ Date _____

Employee's Signature _____ Date _____

CITY OF BOWLING GREEN
COMMUNITY CENTER POST-RENTAL WALK-THRU

Event Date _____ Post-Event Inspection Date _____

Name of Renter/Responsible Party _____

Condition of:

Chairs _____ Good _____ Fair _____ Okay _____ Poor

Tables _____ Good _____ Fair _____ Okay _____ Poor

Floors _____ Good _____ Fair _____ Okay _____ Poor

Doors _____ Good _____ Fair _____ Okay _____ Poor

Bathrooms _____ Good _____ Fair _____ Okay _____ Poor

Kitchens _____ Good _____ Fair _____ Okay _____ Poor

Windows _____ Good _____ Fair _____ Okay _____ Poor

Were all items rented returned to their original areas? Y / N

Are there any rented items that are missing? Y / N

Was there any noticeable damage? Y / N

If yes, please describe: _____

I certify that I have given the building a thorough inspection and that the above mentioned is true.

Inspected by: _____ on _____

Accepted by: _____ on _____

Refund Amount Decided: \$ _____

Candice Torres

From: George Wadsworth Insurance LLC <office@gwadsworthins.com>
Sent: Tuesday, April 5, 2022 2:30 PM
To: Candice Torres
Subject: Re: Rental Insurance Questions

Good Afternoon!

The premium is \$190 for the day. We just need the policyholder information and the number of attendees. Also, the address of the facility and that is it! :)

Sincerely,

Cassandra Wadsworth



George Wadsworth Insurance LLC

Agency Manager

104 E Orange St

Wauchula, FL 33873

Phone: 863-773-4000

Email: cassandra@gwadsworthins.com

****George Wadsworth Insurance, LLC offers a full line of personal and commercial insurance products as well as Life Insurance. We want to be your one-stop-shop for all of your insurance needs!****

On Tue, Apr 5, 2022 at 12:11 PM Candice Torres <ctorres@bowlinggreenfl.org> wrote:

Good afternoon,

I am looking for information on the cost and requirements for an insurance policy for someone looking to rent a park/facility with an alcohol permit/clause for alcohol distribution. The event would be for no more than 49 people.

What would the price of the policy be, and what documentation would the policy holder need to submit to get insurance?

Thank you,

Candice Torres

Administrative Assistant

City of Bowling Green

104 E. Main Street

Bowling Green, FL 33834

Ph: 863.375.2255

Fax: 863.375.3362

CTorres@bowlinggreenfl.org

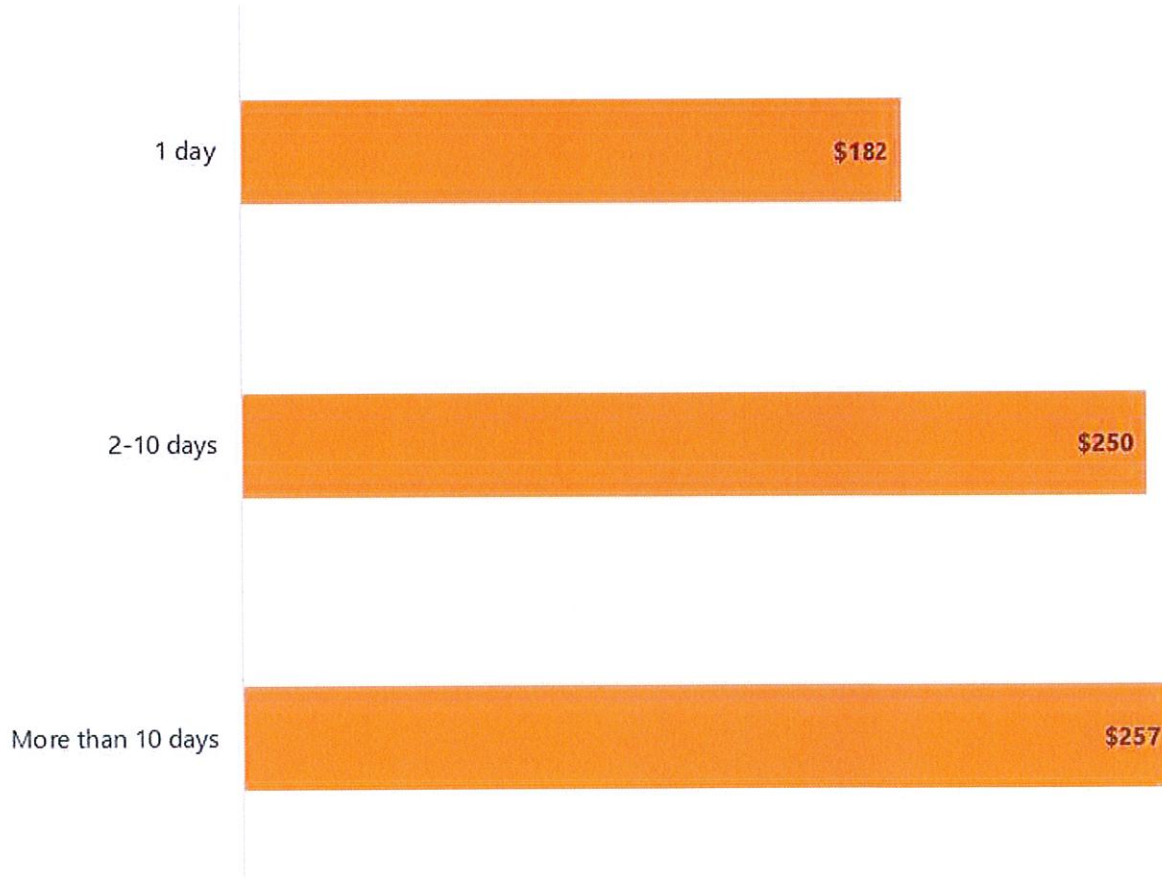
How much does special event insurance cost?

Your policy limits, level of risk, and the duration of your business's event influence the cost of special event insurance.

Median special event insurance costs for Insureon customers

The median premium for one-day special event insurance, regardless of policy limits, is \$182. Business owners pay a median premium of \$250 for events lasting two to 10 days, and a median of \$257 for events longer than 10 days.

Median special event insurance premium by policy duration

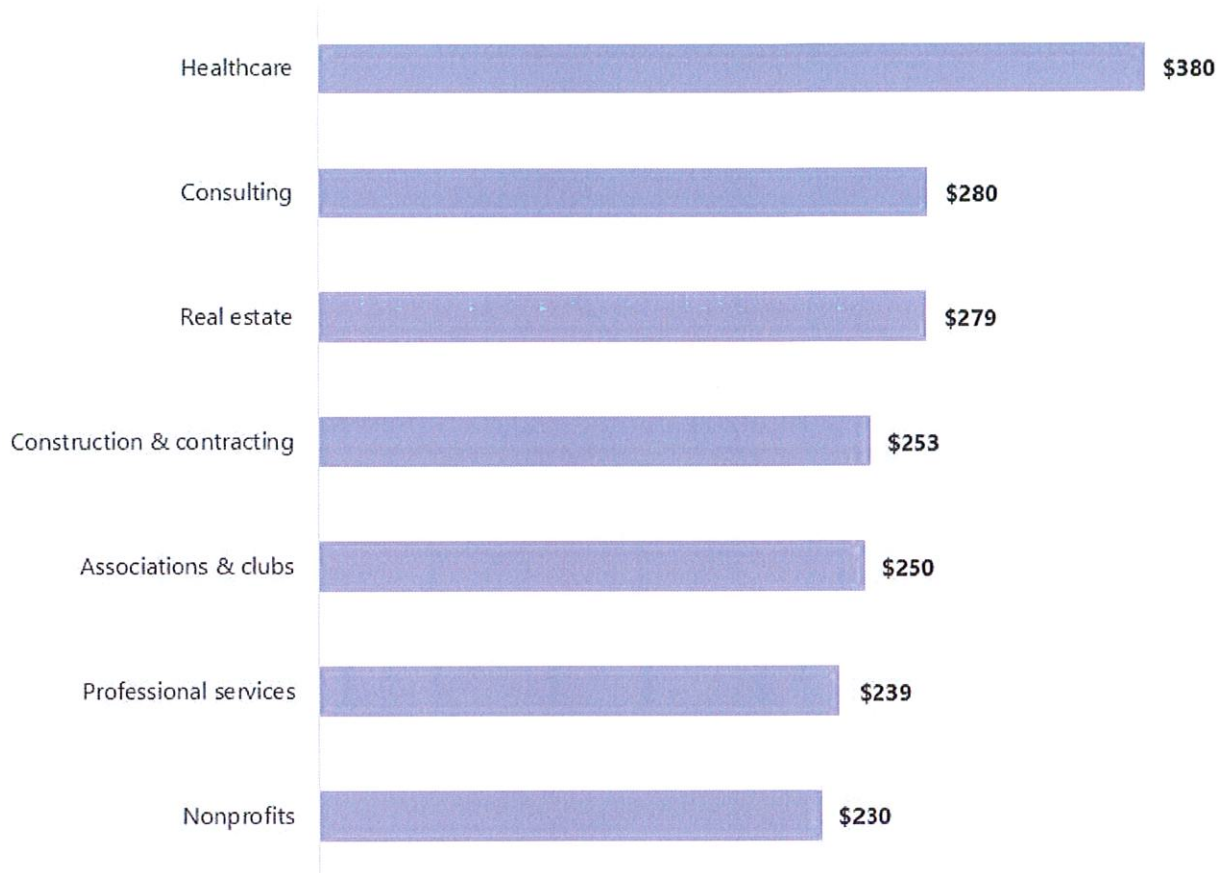


Industry risks influence special event insurance costs

Insureon's analysis of special event insurance costs shows that industry, though not a major determinant, does have an impact on premium costs.

The graph below shows how your industry could affect what you'll pay for special event insurance.

Median special event insurance premiums by industry



How coverage limits affect insurance costs

If you want car insurance that pays for a wide range of damage, you have to pay more for it. The same rule applies to business insurance. If you want a policy with higher coverage limits, expect to pay more than you would for basic coverage.

The most popular special event policy among Insureon customers is the \$1 million / \$2 million policy. This includes:

\$1 million per-occurrence limit. While the policy is active, the insurer will pay up to \$1 million to cover any single claim.

\$2 million aggregate limit. During the policy's lifetime, the insurer will pay up to \$2 million to cover claims.

CITY OF BOWLING GREEN



AGENDA REQUEST

Name James & Julie Meyer, and Bryce Lewis

Address N1985 County Rd G Chelton, WI 53014

Phone (Contact Information) 920-762-0099

Date May 2, 2022

Purpose of Request We would like to purchase the property on Main Street on the west side of Bowling Green. 05-33-25-0000-03430-0000 12.55 acres, 05-33-25-0000-04770-0000 13.00 acres and 05-33-25-0000-03420-0000 9.01 acres.

~~We would like to put multiple lots on the property totaling around 208 lots.~~

~~Zoning will have to be changed for the south two properties. This would increase the tax revenue for the city of Bowling Green.~~

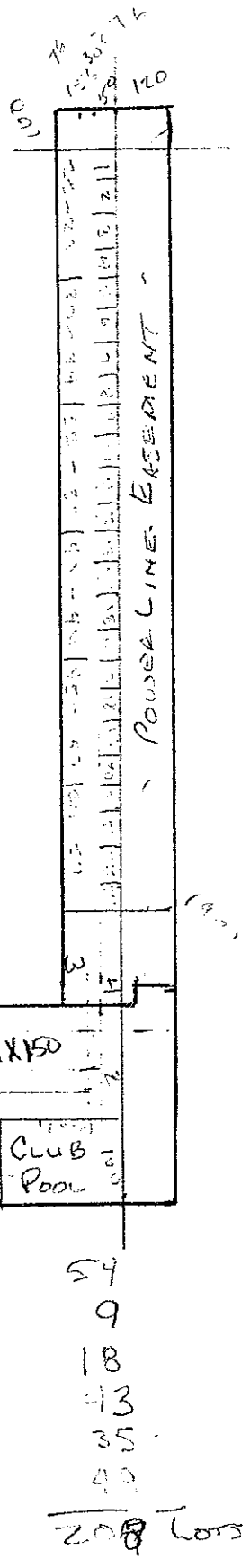
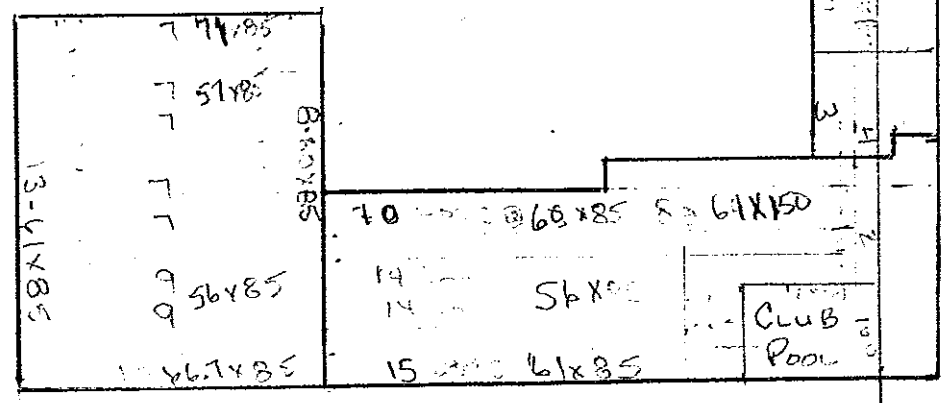
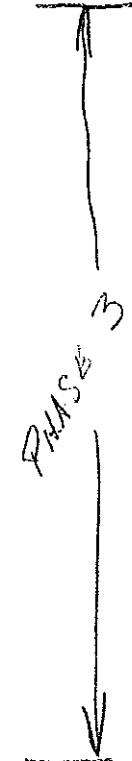
~~We would like all brush removed from the property. We would like sewer and water brought to the front of the property.~~

We are offering \$99,000 for all property.

Signature James Meyer

PHASE 1 - 54 Lots
 PHASE 2 - 70 Lots
 PHASE 3 - 84

PHASE 1
 Lots 1-24 75' x 170'
 Lots 25-54 60' x 76'
 6 Lots - 83 x 170
 PHASE 2
 3 Lots - 75 x 76
 10 Lots - 60 x 85
 28 Lots - 56 x 85
 19 Lots - 61 x 85
 7 Lots - 71 x 85
 28 Lots - 57 x 85
 9 Lots - 56 x 85
 10 Lots - 67 x 87



8 Lots - 56 x 85
 10 Lots - 67 x 87

CITY OF BOWLING GREEN



AGENDA REQUEST

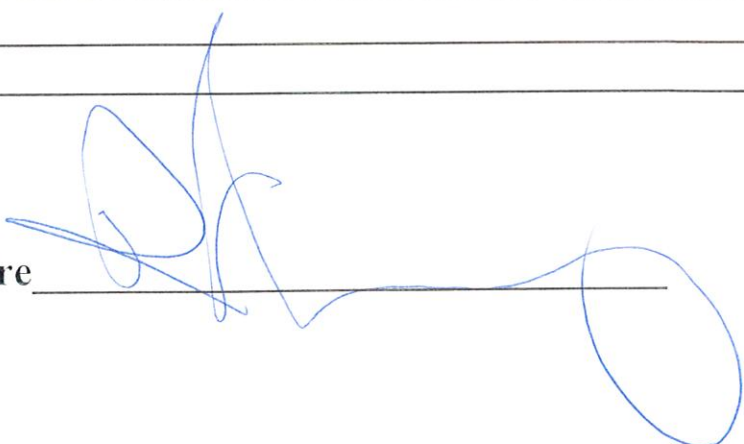
Name Rene Tamayo

Address 4613 Chester Ave.

Phone (Contact Information) (863) 832-6105

Date 4/25/22

Purpose of Request Zoning change from R1 to R2 for a duplex or single family home

Signature 

4613 Chester Avenue

