City of Bowling Green

Minutes of Regular Meeting

May 10, 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 04/12/2022

Vice-Mayor Fite made a motion to approve with a modification made to Section E- Electronic Meters. Vice-Mayor Fite stated that the money should be placed in a contingency fund for future maintenance of the meters. City Manager Thompson explained that he is going to put it into a capital asset account, being that it is an improvement to the city. With the clarification made, Vice-Mayor Fite continued with his motion and the motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

4. New Business

A. Ordinance NO. 2022-02 - 1st Reading

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

B. 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. City Manager Thompson stated that with the issues we ae currently having with residents putting out a large number of bulk items and not claiming them, the city ends up losing money because we have to pay for the landfill trip. He would like to change the fee to a minimum of \$20.00 per item and that it be by appointment only in order to charge the

customer accordingly. Commissioner Jones made the motion to approve. Motion was seconded by Vice-Mayor Fite. Roll call vote, all in favor, motion carried.

C. Community Center - Fees/Rental Application/Etc.

City Manager Thompson gave the commissioners and update on the Community Center. He hopes to have it finished and ready for rental by mid-June if not earlier. City Attorney Buhr advised that he reach out to Zolfo Springs regarding the issues they have ran into lately and that that might help with setting the rental fee. City Manager Thompson stated that a big part of renting out the Community Center to the public is going to be the ability to have alcohol on the premises. This would be provided to the attendees as part of their event and not to sale. Commissioner Jones stated that there would need to be an officer if there is alcohol involved. Chief Scheel and City Attorney Buhr advised City Manager Thompson to investigate the Bottle Club Law and to gather more information before it goes forward. City Manager Thompson stated that this is a draft application and the purpose of it was to get the commission's input on allowing alcohol at an event. Mayor Gardner stated that if alcohol is allowed, the Community Center would be rented out more which would create more revenue for the city, and they need to seriously think about which route they need to go. The commission and City Attorney Buhr agree that it be researched more before they make a final decision. The fees and rental application have been tabled until further information regarding having alcohol on the premises at an event is researched thoroughly.

D. Inframark (Digester)

City Manager Thompson stated that the digester has about 150,000 gallons of water and solids per Inframark and they need to get rid of it. It will cost the city about \$30,000 to empty it out. He explained that our contract with Inframark is supposed to have a budget cap of \$18,000 for sludge hauling. However, we are now looking at around \$100,000 by the end of the year. Once we get the screw press, it will drop to \$25,000.00 to get rid of the solid waste. Inframark is looking for approval to spend \$30,000.00 to empty out the digester because it was not done prior to them running the plant. Vice-Mayor Fite made the motion to clean out the digester for \$30,000.00. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

E. Habitat for Humanity – Chester Ave Property

Leslie Long, resident at 502 E Main Street, Bowling Green, and Executive Director for Habitat for Humanity of Hardee County came before the commission to clarify the said 'agreement' between the City of Bowling Green and Habitat for Humanity regarding the Chester Avenue property. She stated that this started back when prior City Manager Conerly was with the city and evidently came to halt because no other city manager stayed long enough to continue working with them nor on the project. Ms. Long gave a brief description of what the project is, what type of homes are to be built and the group of citizens that it would target. Ms. Long explained to those commissioners that are new, that in 2018 she had come before the board regarding this project and those present at the time were on board with the plans, however during that meeting, there wasn't a motion made in agreeance to work with Habitat. The steps that were suggested at such meeting were never taken. She stated that back then the engineering was only going to cost \$55,000.00 for the plans and now with everything going up, it will cost \$80,000.00 to get it started. Being that the property is in a CRA area, she thought that the engineering costs could come

out of CRA funds. In order for this project to qualify for any grants, the engineering plans must be made. Discussion continued regarding emails she had with Mr. Conerly, Ms, Long explained to the commission that the biggest down fall Habitat for Humanity received was when COVID hit in 2020 and they couldn't do anything. Commissioner Jones asked Ms. Long when the last time Habitat for Humanity built in Bowling Green, and she stated that it was after Hurricane Charlie in 2004. Commissioner Jones stated that with an 18-year gap of Habitat for Humanity not building in Bowling Green, it was going to be a hard decision. Ms. Long said that Habitat for Humanity is County wide and they have done small projects in Wauchula to get funds saved up, but if the commission decides they want to help with the engineering part of this project, she along with city manager Thompson can go before the EDA board and ask for funds for the infrastructure. According to Ms. Long this project can be something big for the city with the return of at least \$40,000.00 in ad valorem taxes a year, affordable housing for citizens, and everything that is returned in revenue will go straight to the CRA fund being that it is a CRA area. City Manager Thompson stated that he doesn't have the funds in the CRA for the engineering due to the city spending some of those funds towards the parks. He has placed new lighting throughout all three parks and has moved the pavilion to the Centenino Park, Ms, Long asked if she came up with the \$80,000 for engineering costs, would the city be willing to work with her on getting funds through the EDA for the infrastructure. City Manager Thompson stated that he will do what the commission agrees on, but he is totally against going forward with this project, putting the city in a financial burden, or having to take money from fixing the parks and from the citizens, and putting it towards a project that will not bring revenue right away. Commissioner Lunn asked Ms. Long for an estimate of how many houses can be built in a year. Ms. Long stated that they can build 3 houses twice a year per the contractor she was dealing with. Discussion continued back and forth with commissioners and Ms. Long regarding the financial responsibilities, the ability to get future grants and the 5-year deadline, which is said to be February 2023. Ms. Long once again stated that the money is off the table, she just wants a vote for support moving forward with the project. Mayor Gardner stated that they really need more time to think about it with information regarding the infrastructure costs, engineering plans before making a final decision. Ms. Long is to come back next month with more information to bring before the board before they make a final decision.

F. W. Main Street Property Purchase Proposal

James & Julie Meyer came before the board with a proposal to purchase around 35 acres of land, west of Avion Palms and develop a 55 + community. Plans are laid out for approximately 208 lots. The back part of the land will need to have a zone change from agricultural to an R3 which will increase the tax revenue for the city. The lots will be twice the size of those in Avion Palms. The cities burn pile would need to be cleared out and he would like for the sewer and water be brought out to the front of the property. Mr. Meyer is proposing \$99,000.00 for the 35 acres. Commissioner Durastanti stated that the cost per acre is around 12-15 thousand dollars right now. Vice-Mayor Fite added that after the clearing of the brush that drops the price to \$79,000 and the proposal is a no-brainer. Attorney Buhr stated that the city needs to get the property appraised and bid out to the public if the land is for sale. Vice-Mayor Fite made a motion to deny the proposal. Motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried. City Manager Thompson mentioned that he had another proposal from another gentleman wanting to put spec housing on it. He offered a purchase price of \$230,000 for all 3 parcels.

Vice-Mayor stated that that's a little better, but the land still must go through the bidding process. Vice-Mayor Fite made the motion to reject that as well. Motion was seconded by Commissioner Jones. Roll call vote, all in favor, motion carried.

G. Questions Regarding a zoning change for 4613 Chester Ave

Elizabeth Rivera spoke on behalf of Rene Tamayo. They have land that is zoned R-1 but wanted to change that to an R-2 so that they can build a duplex or a single-family home. Attorney Buhr stated that the process is by an application process through Central Florida Regional Planning Council, and they bring it back to the board for recommendation. Ms. Rivera was guided through the zone change process and she can pick up paperwork to start the process from city hall.

5. Mayor Gardner

Mayor Gardner states that everyone is doing great

6. Recreation Committee

Chair-person Chiquita Robinson stated that the Cinco de Mayo event started off a little rough due to the weather, but overall, it was a good turnout. They will be holding a meeting next Friday for those that want to zoom in. She stated that even though she has a lot going on, personal and with the recreation committee, she feels she has been doing a great job after 10 years of dedication to the committee. Before she became a chairperson, she was a public relations person, going out in the community. Ms. Robinson said that she is aware that a lot of things are now computerized, and she has reached out to the city, and she is willing to learn computer basics. The next recreation event is not until October, so she is excited on getting started. She thanks everyone that came out to the event and was happy to get over \$600.00 of donations.

7. Commissioners

Commissioner Jones presented a power point regarding information he gathered from a conference he attended May 18 and 19,2022. Money regarding the infrastructure law was released November 13, 2021, of which the City of Bowling was not made aware. Vice-Mayor stated that City Manager Thompson was made aware because they met with DEP on the water money and that Pennoni had brought him information regarding money being available for the water lines. City Manager Thompson stated that he never talked about the Build Back Better grant and only talked about ARPA funds. Vice-Mayor Fite responded with a "whatever' remark to City Manager Thompson's answer. Commissioner Jones continued with the presentation regarding money available for rural communities, expressing the importance of filling out the Census so that the city doesn't lose out on any available funds. Commissioner Durastanti is happy for the rain we received and is looking forward to the summer. Vice-Mayor Fite thanks Ms. Chiquita Robinson for doing the event, he seen pictures on Facebook, and it seemed people were having a good time after it dried off. He added to Commissioner Jones presentation, stating that there was another webinar on Federal Infrastructure Law funding for Wastewater and Water and the money has been finally released to the SRF office. Per an earlier conversation this year, due to Bowling Greens demographics, financial status, and poverty, should qualify for 100% funding for clean drinking water infrastructure projects. He also stated that the County passed a fire ordinance last week, that is zero burning of any kind within Hardee County. Another big thing coming up is that he has been put forth to run for the second vice president of the Florida League of Cities. Commissioner Lunn has nothing to discuss.

8. City Attorney

Nothing to discuss

9. City Manager

City Manager Thompson gave a brief overview of lost revenue. Since he has started with the city, he has located \$10,000 of lost revenue that was not managed correctly, he has found accounts that were mis-managed and residents that were using sewer services but not being charged. This week alone he has brought on 4 new sewer accounts and has at least 2 pages of accounts that weren't being charged correctly. Within the last 10 years, the city has lost a least \$20,000 of revenue. With all this being said, he explained that he took this job over a phone call, didn't have a chance to ask for anything, he wasn't given an option to think about it, and he was put on the spot to give an answer right then on whether he was taking the job or not. He stated that he stands before them, to say that he has done nothing but work for the city, he is a 41-year-old man, and he doesn't like being disregarded like he just was by Vice-Mayor Fite with his 'whatever' remark. He doesn't disrespect Vice-Mayor Fite and he wishes the same in return. He started from scratch because he was unable to meet the prior city manager and had to figure it out on his own. 6 months into his employment with the city and the community center is almost done, which is something that nobody had been able to do. City Manager Thompson wants everyone to know that he gives his heart and sole to the city and won't ask any employee to do something that he is not willing to do. He will not ask of anything from the commission and when evaluation time comes around, he will take it from there. Until then, he will do what is expected of him, but will not take any disrespect from anyone. He appreciates all the city workers. Mayor Gardner stated that City Manager Thompson is doing a great job.

10. Police Chief

Nothing to discuss.

11. City Clerk

City Clerk Silva wanted to thank City Manager Thompson for everything that he does because he does a lot. She's worked with the past 4 City Managers and he's done more than they ever have.

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 containers carts, 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 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 thea 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 containerthe 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 containercart 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 containercart 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.
- Commercial garbage containerscarts 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 containerscarts, bt 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 in total rather than on an individual basis. The city shall have the authority to determine whether or not a garbage containerbin 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 containerscarts or bins. The city may also determine whether improper conditions of collection exist, including, but not limited to, excessive containersbins 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 containercart 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 containerscart 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 containercart, 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 containercart in sealed bags, or other such holders, to avoid loose litter. No loose household or commercial garbage is permitted in the collection containercart.
- Commercial garbage. All commercial unit containers must be placed in the city-issued cart, (3)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.
- 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.

		20				
		Yes	No	Abstain	Absent	
Commissioner/Mayor Gardner						
Commissioner Fite			-	Γ.	 —	
Commissioner Lunn			<u>!</u>		=	
Commissioner Jones			_	Abstain E C C	. :	
Commissioner Durastanti					 —	
The final reading was held on _ession of the City Commission, a follows:						r : ne vo
follows:	Yes	No	Abstair	n Absen		r ∃ ne vo
follows:	Yes	No	Abstair	n Absen		r ∏ ne vo
follows:	Yes	No	Abstair	n Absen		r ∃ ne vo
follows:	Yes	No	Abstair	n Absen		r ∏
follows:	Yes	No = = = =	Abstair	n Absen		r∃ ne vo
	Yes	No	Abstair	n Absen		r∃ ne vo

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney



RENTAL AGREEMENT - COMMUNITY CENTER

Name:			Addre	ess:	
City/St	tate/Zip:		Phone	e:	
Email	Address:				
Reque	sted Rental Date(s):			Number of Guests:	
*Start	Time:	_ End Time:		Will Alcohol be Served**:	Y / N
are ad cared condit	hered to. I understate for during the rentate	and that I am also al period and that t e event. My signa	responsible to a he facility and g ature indicates the	le to assure that the attached russure that the facility and fixture grounds are clean and returned nat I have received and understant.	to the original
rental	fee is required a m	inimum of 7 days	prior to your ev	esired date. A check is preferre ent date. The security deposit he keys are returned.	
	*Usage timefran	nes includes set-u	p and clean-up.		
				(3) days prior to the event sc f will result in the cancellation	
	DEPOSIT RECEIVI	-)	
	RECEIVED:	\$	_ Cash / CK (#_)	Date
RENTAL AGE		GREE TO AND DO	ACCEPT FULL RE	AGREEMENT AS WELL AS THE ESPONSIBILITY TO ABIDE BY TH GULATIONS.	
Ren	ter's Signature			Date	
City	Representative Sig	gnature		Date	
			Return of Dep	posit	
Dep	osit Refund Amour	nt: \$	D	ate:	
Emp	oloyee Signature: _		C	ustomer Signature:	

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 by 5:00 p.m. the Friday before. 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 prior to 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 City 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 City 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 City Hall.
- 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.
- The renter only may use the Community Center and may not sublet, assign or cater the use, without permission of the City, 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 I, ASTHE 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 privileges at any City-owned properties will not be accepted.

COMMUNITY CENTER RENTAL WALK-THRU LIST

Appointment Date				Time
Event Date		Event Type		
Name of Responsible Party				
Please note the condition	on of the following:			
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
Bar Area	Good	Fair	Okay	Poor
Windows	Good	Fair	Okay	Poor
or any other surface NO DUCT TO NO SCOTCH NO NAILS NO STAPLE NO TACKS In Addition: NO PAINTIN NO LIQUID NO OPEN FO NO WAX, SO	e. This means: APE H TAPE S NG WINDOW CHALK LAMES (candles must AND OR SALT ON FLO	be in glass of OR FOR DANG sponsible for	r metal contain CING the above iten	made to the walls, ceiling, floor ners) ns and for completion of all iten e of all or part of my deposit.
Renter's Signature	,,,,,			Date
Employee's Signature	e			Date

COMMUNITY CENTER POST-RENTAL WALK-THRU

Event Date		Post-Eve	nt Inspection Date	2
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
Bar Area	Good _	Fair	Okay	Poor
Windows	Good _	Fair	Okay	Poor
Were all items rented r	eturned to their	original areas?	Y/N	
Are there any rented ite	ems that are mis	sing? Y / N		
Was there any noticeal of yes, please describe:				
I certify that I have give true.	n the building a	thorough inspe	ction and that the	above mentioned is
Inspected by:			on	
Accepted by:			on	
Refund Amount Decide	ed: \$			



AGENDA REQUEST

NAME James & Julie Meyer, and Bryce Lewis

ADDRESS N1985 County Rd G Chelton, WI 53014

PHONE (CONTACT INFORMATION) 920-762-0099

DATE June 7, 2022

PRUPOSE 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.

We would like a burn permit issued to us, at no cost, for a month of our choosing in order to rid the property of accumulated brush. We would like sewer and water brought to the front of the property.

We are offering \$87,000 for this property.

Will put \$5,000 down and close after the first of the year.

SIGNATURE James Meyer

RESOLUTION NO. 2022-02

A RESOLUTION OF THE CITY COMMISSION OF BOWLING GREEN, FLORIDA APPROVING REQUEST FOR ADDITIONAL FUNDING FOR FDOT SMALL COUNTY OUTREACH PROGRAM (SCOP) FOR THE RESURFACING OF PORTIONS OF PINEAPPLE STREET, JONES STREET, AND AVON STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has previously approved the funding for Florida Department of Transportation ("FDOT") Small County Outreach Program (SCOP) for the resurfacing of portions of Pineapple Street (FPID No. 444101-1-54-1), Jones Street (FPID No. 444102-1-54-1), and Avon Street (FPID No. 444110-1-54-1) and related engineering and inspection services ("Project"); and

WHEREAS, the bids for the project came in unexpectedly high, jeopardizing the City's ability to continue with the project; and

WHEREAS, FDOT has recently notified the City that additional funding in the amount of \$107,000 has been located by FDOT ("Additional Grant Funds") and made available this City Project, has submitted a supplemental agreement for such funds, and has required this Resolution for procuring those Additional Grant Funds; and

WHEREAS, the City Commission has considered this funding and wishes to proceed to make these funds available for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF BOWLING GREEN, FLORIDA in a public meeting assembled this 14TH day of June, 2022:

- 1. The City approves procuring the Additional Grant Funds for the Project, approves the Supplemental Agreement; and approves the City Manager to work with the city's contract engineers to apply the funding to completion of the Project.
- 2. The Mayor of the City of Bowling Green or designee is hereby authorized to enter into and execute said agreement.

3.	The Resolution sha	all become effecti	ve immediately up	oon passage.
	The vote was:	Yeas	Navs	Absent

IN WITNESS WHEREOF, the City of Bowli	ng, Florida, has duly adopted this Resolution and
caused it to be executed by the officers below	on this 14 th day of June, 2022.
(Seal)	
ATTEST:	CITY OF BOWLING GREEN, FLORIDA
Maria Carmen Silva, City Clerk	By:
APPROVED AS TO FORM:	
Gerald T. Buhr, City Attorney	

PROCLAMATION BY THE CITY COMMISSIONERS OF THE CITY OF BOWLING GREEN

WHEREAS; individuals, both career and volunteer, from police, fire, emergency medical services, search and rescue, and other organizations in the public safety sector, come together as First Responders to aid the public in the event of an emergency; and

WHEREAS; First Responders risk their own safety and personal property in the execution of their duties to protect the public every day; and

WHEREAS; First Responders are the line of defense for the public against all threats, both domestic and foreign; and

WHEREAS; First Responders stand ready to come to the aid of the citizens of Wauchula, Zolfo Springs, Bowling Green, and Hardee County 24 hours a day; and

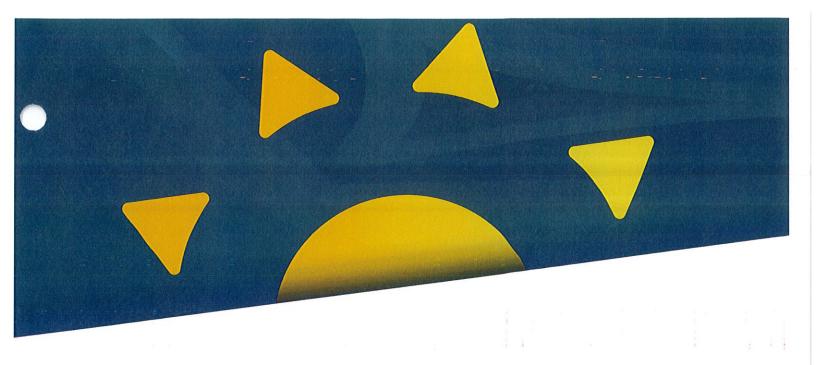
WHEREAS; First Responders are a vital part of our communities, standing ready to deal with emergencies, and volunteering in our schools and community organizations;

NOW, THEREFORE, be it resolved that the City Commissioners of the City of Bowling Green, Hardee County, Florida, do hereby proclaim Friday, August 5, 2022, as

FIRST RESPONDER APPRECIATION DAY

We call upon all citizens to observe this day and to personally thank our First Responders for their service to our communities.

ATTEST:	CITY COMMISSION BOWLING GREEN, FLORIDA
Maria C. Silva, City Clerk	Duane Gardner, Mayor





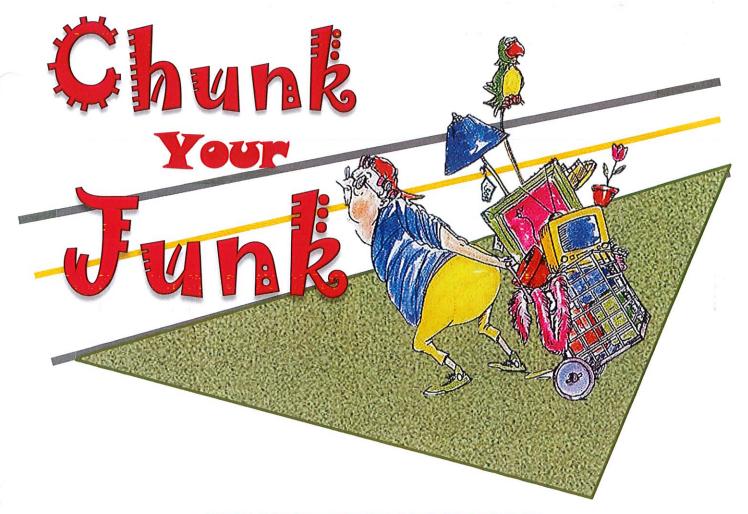
2022 ANNUAL CONFERENCE

The Diplomat Beach Resort, Hollywood August 11-13, 2022

Hotel Registration
Deadline: July 10, 2022

Conference Registration
Deadline: July 29, 2022

Paid registration is required to receive housing information, so sign up early!
See page 7 for details.



AND IT WILL DISAPPEAR

COMPLIMENTS OF THE

CITY OF BOWLING GREEN

Wednesday, July 13, 2022

Residential Only

up to 6 yards per residence

No Paint, Chemicals or Other Hazardous Materials

2 Tire Limit Per Address