

**SPECIAL MEETING AGENDA
CITY OF BOWLING GREEN CITY COMMISSION MEETING
JANUARY 18, 2023**

- 1. CALL TO ORDER**
- 2. PRAYER/FLAG SALUTE**
- 3. CITY-OWNED PROPERTIES' CONTRACT SIGNING**
- 4. RESOLUTION 2023-01: SUSPENSION OF LAND DEVELOPMENT CODES FOR TEMPORARY HOUSING**

ADJOURN MEETING

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of purchase and sale is made and entered into by and between:

SELLER: City of Bowling Green

Address: PO Box 608, Bowling Green, FL 33834

Tel. No.:

Fax No:

PURCHASER: NDA Bowling Green, LLC

Address: 12629 New Brittany Blvd. BLDG. #16, Fort Myers, FL 33907

Tel. No.:

239-275-8029

Fax No.: 239-275-0648

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to buy the real property described below, to be used for affordable housing funded by Florida Housing Finance Corporation; tax credits and other funding thru others; and

WHEREAS, Seller and Purchaser agree that the Purchase Price set forth below represents the fair market value of the Property and both have voluntarily entered into this Contract and desire to evidence their agreement in writing;

NOW, THEREFORE, this Contract for Sale of Real Estate (the "Contract") is made and entered into as of this ___ day of January, 2023 (the "Effective Date"), by and between Seller and Purchaser. Seller has agreed this day to sell to Purchaser, and Purchaser has agreed to buy from Seller, certain real estate located in the City of Bowling Green, County of Hardee, State of Florida (the "Property"), known as: Tract 1: the Northerly portion of Parcel number 05-33-25-0000-03430-0000, 0 W Main Street, Bowling Green, Florida and more particularly identified in the Property Sketch attached as **Exhibit "A"**. **NOTE:** The property sketch includes the Northern portion of the above referenced parcel as outlined in Exhibit A.

1. **PURCHASE PRICE:** The full consideration to be paid by Purchaser to Seller for the Property covered by this Contract is the sum of ONE HUNDRED & TEN THOUSAND AND 00/100 DOLLARS (\$110,000.00). The Purchase Price, less any deposits or other credits due Purchaser according to this Contract, shall be due and payable upon delivery by Seller to Purchaser and recordation of good and sufficient Warranty Deed conveying the Property to Purchaser free and clear of all assessments, liens, and encumbrances, excepting only the current year's taxes which shall be prorated as of the date of closing, and except any encumbrances and only those encumbrances or other matter not objected to by Purchaser pursuant to Paragraph 7 below.

2. **DEPOSIT:** Purchaser has made an earnest money deposit in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (hereafter "Deposit"), to be held by

Trenam Law (hereafter "Escrow Agent"). Said Deposit shall be held by the Escrow Agent and applied toward the Purchase Price but shall be subject to the terms and conditions of this Contract.

3. **FINANCING:** Purchaser agrees to submit an application together with the required exhibits to Florida Housing Finance Corporation to provide funding for Purchaser's proposed development of multi-family housing ("Permitted Improvements"), and other individuals needing affordable housing. Purchaser shall use due diligence and its best efforts to obtain said funding and all other funding needs to develop the Project.
4. **CONDITIONS:** Said purchase and sale is subject to and conditional upon:
 - (a) Purchaser obtaining on or before July 31, 2023, notice of award of said funds for the proposed development (hereafter "Notification"); and
 - (b) Such municipal, county, state, or utility-supplier approvals as necessary to enable development of the facility on the Property; the cost of obtaining such approvals to be at Purchaser's expense; and
 - (c) Satisfactory MAI appraisal as described in Paragraph 5 below; and
 - (d) Purchaser's initial closing of the funding, to occur simultaneously with the purchase of the Property.

If the conditions above have not been fulfilled or waived by Purchaser, then the Contract shall be null, and void and the earnest money deposit shall be returned to Purchaser and thereafter, neither party shall have any liabilities of the other.

5. **APPRAISAL:** Following receipt of the Notification of the funding, Lender or Syndicator will promptly select and engage a MAI Appraiser to prepare an appraisal of the value of the Property for the intended use. Upon Purchaser's receipt of the MAI-appraised value equal to or in excess of the Purchase Price or at such lesser value as is acceptable to Purchaser.
6. **CLOSING:** Sale shall be closed simultaneously with Purchaser's initial closing of the financing, but no later than twelve (12) months following the Effective Date (the "Closing"). Seller agrees to deliver the deed and all closing documents to Trenam Law as the Closing Agent, at least two (2) business days prior to closing to be held pending the simultaneous closing with financing. However, if Purchaser is unable to accomplish initial closing of the financing within said twelve (12) month period, Purchaser may, at its option, extend the closing date with three (3) separate thirty (30) day extensions by Purchaser giving written notice prior to the time for Closing to Seller. At closing, Seller shall surrender possession to Purchaser.

Sale is contingent upon the simultaneous closing of Tracts A, B and C, known as: Tract A: the Southerly portion of Parcel # 05-33-25-0000-03430-0000, Tract B: Parcel # 5-33-25-0000-04770-0000 & Tract C Parcel #05-33-25-0000-03420-0000 and subject to that certain Contract for Sale of Real Estate between Seller and Purchaser dated January ___,

2023, attached hereto as Exhibit B.

7. **TITLE:** Seller agrees to furnish an Owner's Title Insurance Binder within twenty (20) days after the Effective Date in the amount of the Purchase Price to be issued by the Title Company of Purchaser's choice. If title is not acceptable to Purchaser's attorney, Purchaser's attorney shall notify Seller within thirty (30) days after Purchaser receives such Title Insurance Binder and Seller shall have a maximum of sixty (60) days after due notice of any defects to remedy title in a manner satisfactory to Purchaser's attorney. If the title cannot be corrected to the satisfaction of Purchaser's attorney after diligent effort by Seller, Seller agrees to return to Purchaser all deposits made pursuant to this Contract and this Contract shall then be terminated.
8. **ENTRY AND INSPECTION:** With reasonable notice, Seller shall provide access to Purchaser, their contractors, or assigns, to have the Property surveyed and to make tests as to the suitability of the Property for Purchaser's intended use including preliminary engineering, soil bearing tests, environmental studies and such other inspection and tests as shall be necessary or appropriate.
9. **ZONING:** Seller agrees to cooperate with any zoning need for Purchaser's intended use. All cost and expense with regards to any zoning shall be borne entirely by the Purchaser.
10. **COSTS:** Seller shall be obligated to pay any Documentary Stamps that are required to be affixed to the deed and the Owner's title insurance expenses, including the title search and examination fee, as well as any additional costs pertaining to curing any title defects referenced, and further including any outstanding assessments, or liens against the Property. Seller shall be obligated to pay the real estate commission, if any. Purchaser shall be obligated to pay the recording fees of the Deed and all costs associated with the financing.
11. **ACCEPTANCE:** If this Contract is not executed and delivered by Seller on or before 3:00 p.m. Eastern Standard Time on January 25, 2023, this Contract shall be null and void. The Effective Date of the Contract, for purposes of performance shall be regarded as the date when the last of the Seller and Purchaser has signed this Contract.
12. **ASSIGNMENT:** Purchaser may assign this Contract to a related entity with no approval required.
13. **ATTORNEY FEES AND COSTS:** In connection with any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
14. **DEFAULT:** In the event of a default in, or breach of, any of the terms conditions and provision of this Contract, the Party who is or is to be thereby aggrieved shall have the right to specific performance and other equitable relief of its rights under this Contract. If, for any reason, Seller fails, neglects, or refuses to perform this Contract, Purchaser may seek specific performance or elect to receive the return of its' deposits without thereby waiving any action for damages resulting from Seller's breach. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may

be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.

15. **RECONVEYANCE** Purchaser intends to commence construction of Permitted Improvements within two (2) years from Closing (the "Construction Deadline"), which requirement shall be satisfied if Purchaser has recorded a Notice of Commencement, obtained a building permit and commenced construction of Permitted Improvements by the Deadline (the "Requirement"). In the event Purchaser does not meet the Requirement, the Seller shall have the option to re-purchase the Property back from Buyer for a price (the "Reconveyance Purchase Price") equal to the Purchase Price (the "Repurchase Option"). The Repurchase Option may be exercised at any time within ninety (90) days following the expiration of the Construction Deadline, but, in any case before Purchaser commences construction of Permitted Improvements (if such commencement occurs after the Construction Deadline) by Seller notifying Purchaser in writing that Seller is exercising the Repurchase Option, which notice shall set forth a closing date (the "Reconveyance Closing Date") no earlier than 30 days following the date of Seller's Closing Notice. Seller shall deliver the Reconveyance Purchase Price to the Escrow Agent within three (3) days prior to such Reconveyance Closing Date. Purchaser shall, no later than ten (10) days prior to the Reconveyance Closing Date, deliver a Special Warranty Deed and such other documentation as may be required by Seller's title commitment in order for Purchaser to deliver good, marketable and insurable title to Seller. Purchaser shall pay any and all closing costs in connection therewith, including without limitation recording costs and documentary stamp taxes associated with the recording of the Special Warranty Deed to Seller. If Purchaser does not meet the Requirement but demonstrates that Purchaser has submitted the building permit application and all documents related thereto to the City of Bowling Green and is awaiting governmental action on the building permit application, Seller shall not exercise its right to purchase the Property back for a period of up to an additional ninety (90) days, or until the City's review of the application is complete and the City has rejected the building permit application, whichever is sooner. This paragraph shall survive Closing. In addition to all other remedies Seller may have as a result of Purchaser's default under this Paragraph, Seller shall be entitled to the remedy of specific performance of Purchaser's obligations hereunder. It is further agreed that Seller's repurchase option contained in this paragraph shall be set for in the Special Warranty Deed from Seller to Buyer and remain a restriction against the Property.
16. **REPRESENTATION OF ENVIRONMENTAL HAZARDS:** To the best of its knowledge, Seller is not aware of the existence of any hazardous substances on the Property. Seller has not caused the generation, transportation, storage, or disposal of hazardous substances on the Property.
17. **MAINTENANCE:** Seller agrees to maintain the property in its present condition, allowing only for reasonable wear and tear, subsequent to the date of this Contract, up to the Closing Date.

18. **NOTICES:** Any notices due hereunder shall be sent to the addresses first given above and shall be given by U.S. Mail and shall take effect upon mailing.
19. **RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the public health department.
20. **OTHER PROVISION(s):** This Contract for Sale of Real Estate supersedes all prior contracts and negotiations.
- 21 **NOTE:** The City of Bowling Green agrees to assist in identifying funding for infrastructure improvements.

[SIGNATURES ARE ON SEPARATE PAGE]

This Contract shall be binding upon the parties hereto, their heirs, assigns, successors and personal representatives.

SELLER(s):

PURCHASER(s):

City of Bowling Green

Green, LLC

NDA Bowling

By: _____

By:

N’Kosi Lerone Jones, Mayor

Eric C. Miller, Managing Member

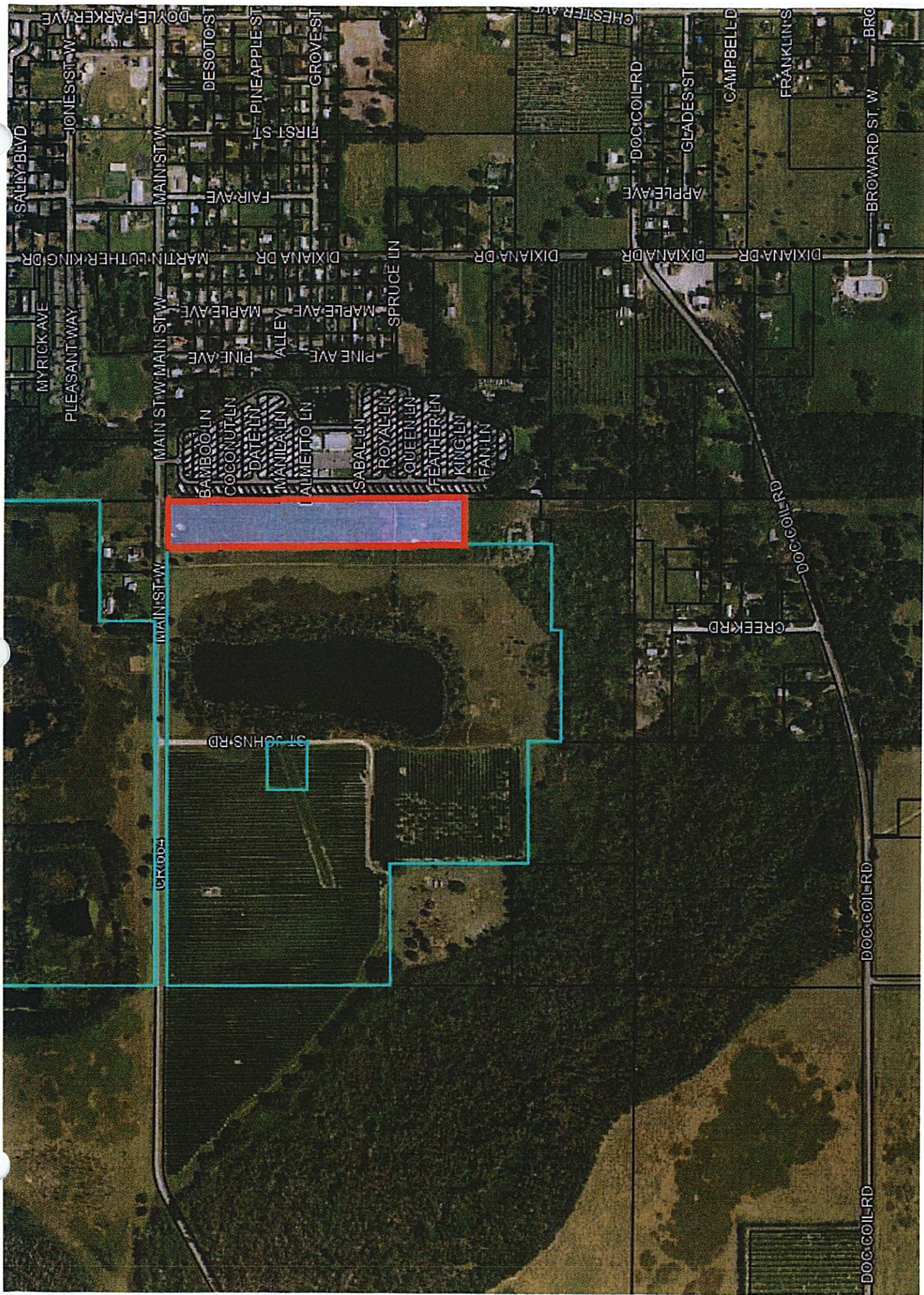
Date: _____, 2023

2023

Date: _____,

EXHIBIT "A"

Property Sketch



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CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of purchase and sale is made and entered into by and between:

SELLER: City of Bowling Green
Address: PO Box 608, Bowling Green, FL 33834
Tel. No.:

Fax No:

PURCHASER: ~~National Development of America, Inc.~~ NDA Bowling Green, LLC
Address: 12629 New Brittany Blvd. BLDG. #16, Fort Myers, FL 33907

Tel. No.:

239-275-8029

Fax No.: 239-275-0648

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to buy the real property described below, to be used for affordable housing funded by Florida Housing Finance Corporation; tax credits and other funding thru others; and

WHEREAS, Seller and Purchaser agree that the Purchase Price set forth below represents the fair market value of the Property and both have voluntarily entered into this Contract and desire to evidence their agreement in writing;

NOW, THEREFORE, this Contract for Sale of Real Estate (the "Contract") is made and entered into as of this _____ day of January, 2023 (the "Effective Date"), by and between Seller and Purchaser. Seller has agreed this day to sell to Purchaser, and Purchaser has agreed to buy from Seller, certain real estate located in the City of Bowling Green, County of Hardee, State of Florida (the "Property"), known as: Tract 1: the Northerly portion of Parcel number 05-33-25-0000-03430-0000, 0 W Main Street, Bowling Green, Florida and more particularly identified in the Property Sketch attached as **Exhibit "A"**. **NOTE:** The property sketch includes the Northern portion of the above referenced parcel as outlined in Exhibit A.

- 1. PURCHASE PRICE:** The full consideration to be paid by Purchaser to Seller for the Property covered by this Contract is the sum of ONE HUNDRED & TEN THOUSAND AND 00/100 DOLLARS (\$110,000.00). The Purchase Price, less any deposits or other credits due Purchaser according to this Contract, shall be due and payable upon delivery by Seller to Purchaser and recordation of good and sufficient Warranty Deed conveying the Property to Purchaser free and clear of all assessments, liens, and encumbrances, excepting only the current year's taxes which shall be prorated as of the date of closing, and except any encumbrances and only those encumbrances or other matter not objected to by Purchaser pursuant to Paragraph 7 below.

2. **DEPOSIT:** Purchaser has made an earnest money deposit in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (hereafter "Deposit"), to be held by Trenam Law (hereafter "Escrow Agent"). Said Deposit shall be held by the Escrow Agent and applied toward the Purchase Price but shall be subject to the terms and conditions of this Contract.
3. **FINANCING:** Purchaser agrees to submit an application together with the required exhibits to Florida Housing Finance Corporation to provide funding for Purchaser's proposed development of multi-family housing ("Permitted Improvements"), and other individuals needing affordable housing. Purchaser shall use due diligence and its best efforts to obtain said funding and all other funding needs to develop the Project.
4. **CONDITIONS:** Said purchase and sale is subject to and conditional upon:
 - (a) Purchaser obtaining on or before July 31, 2023, notice of award of said funds for the proposed development (hereafter "Notification"); and
 - (b) Such municipal, county, state, or utility-supplier approvals as necessary to enable development of the facility on the Property; the cost of obtaining such approvals to be at Purchaser's expense; and ~~approval by the Board of Directors of Purchaser; and~~
 - (c) Satisfactory MAI appraisal as described in Paragraph 5 below; and
 - (d) Purchaser's initial closing of the funding, to occur simultaneously with the purchase of the Property.

If the conditions above have not been fulfilled or waived by Purchaser, then the Contract shall be null, and void and the earnest money deposit shall be returned to Purchaser and thereafter, neither party shall have any liabilities of the other.

5. **APPRAISAL:** Following receipt of the Notification of the funding, Lender or Syndicator will promptly select and engage a MAI Appraiser to prepare an appraisal of the value of the Property for the intended use. Upon Purchaser's receipt of the MAI-appraised value equal to or in excess of the Purchase Price or at such lesser value as is acceptable to Purchaser.
6. **CLOSING:** Sale shall be closed simultaneously with Purchaser's initial closing of the financing, but no later than twelve (12) months following ~~date of the Notification~~ the Effective Date (the "Closing"). Seller agrees to deliver the deed and all closing documents to Trenam Law as the Closing Agent, at least two (2) business days prior to closing to be held pending the simultaneous closing with financing. However, if Purchaser is unable to accomplish initial closing of the financing within said twelve (12) month period, Purchaser may, at its option, extend the closing date with ~~two~~ three (23) separate ~~six~~ thirty (630) ~~month~~ day extensions by Purchaser giving written notice prior to the time for Closing to Seller. At closing, Seller shall surrender possession to Purchaser.

Sale is contingent upon the simultaneous closing of Tracts A, B and C, known as: Tract A: the Southerly portion of Parcel # 05-33-25-0000-03430-0000, Tract B: Parcel # 5-33-25-0000-04770-0000 & Tract C Parcel #05-33-25-0000-03420-0000 and subject to that certain Contract for Sale of Real Estate between Seller and Purchaser dated January , 2023, attached hereto as Exhibit B.

7. **TITLE:** Seller agrees to furnish an Owner's Title Insurance Binder within twenty (20) days after the Effective Date in the amount of the Purchase Price to be issued by the Title Company of Purchaser's choice. If title is not acceptable to Purchaser's attorney, Purchaser's attorney shall notify Seller within thirty (30) days after Purchaser receives such Title Insurance Binder and Seller shall have a maximum of sixty (60) days after due notice of any defects to remedy title in a manner satisfactory to Purchaser's attorney. If the title cannot be corrected to the satisfaction of Purchaser's attorney after diligent effort by Seller, Seller agrees to return to Purchaser all deposits made pursuant to this Contract and this Contract shall then be terminated.
8. **ENTRY AND INSPECTION:** With reasonable notice, Seller shall provide access to Purchaser, their contractors, or assigns, to have the Property surveyed and to make tests as to the suitability of the Property for Purchaser's intended use including preliminary engineering, soil bearing tests, environmental studies and such other inspection and tests as shall be necessary or appropriate.
9. **ZONING:** Seller agrees to cooperate with any zoning need for Purchaser's intended use. All cost and expense with regards to any zoning shall be borne entirely by the Purchaser.
10. **COSTS:** Seller shall be obligated to pay any Documentary Stamps that are required to be affixed to the deed and the Owner's title insurance expenses, including the title search and examination fee, as well as any additional costs pertaining to curing any title defects referenced, and further including any outstanding assessments, or liens against the Property. Seller shall be obligated to pay the real estate commission, if any. Purchaser shall be obligated to pay the recording fees of the Deed and all costs associated with the financing.
11. **ACCEPTANCE:** If this Contract is not executed and delivered by Seller on or before 3:00 p.m. Eastern Standard Time on January 25, 2023, this Contract shall be null and void. The Effective Date of the Contract, for purposes of performance shall be regarded as the date when the last of the Seller and Purchaser has signed this Contract.
12. **ASSIGNMENT:** Purchaser may assign this Contract to a related entity with no approval required.
13. **ATTORNEY FEES AND COSTS:** In connection with any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
14. **DEFAULT:** In the event of a default in, or breach of, any of the terms conditions and

provision of this Contract, the Party who is or is to be thereby aggrieved shall have the right to specific performance and other equitable relief of its rights under this Contract. If, for any reason, Seller fails, neglects, or refuses to perform this Contract, Purchaser may seek specific performance or elect to receive the return of its' deposits without thereby waiving any action for damages resulting from Seller's breach. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.

15. RECONVEYANCE Purchaser intends to commence construction of Permitted Improvements within two (2) years from Closing (the "Construction Deadline"), which requirement shall be satisfied if Purchaser has recorded a Notice of Commencement, obtained a building permit and commenced construction of Permitted Improvements by the Deadline (the "Requirement"). In the event Purchaser does not meet the Requirement, the Seller shall have the option to re-purchase the Property back from Buyer for a price (the "Reconveyance Purchase Price") equal to the Purchase Price (the "Repurchase Option"). The Repurchase Option may be exercised at any time within ninety (90) days following the expiration of the Construction Deadline, but, in any case before Purchaser commences construction of Permitted Improvements (if such commencement occurs after the Construction Deadline) by Seller notifying Purchaser in writing that Seller is exercising the Repurchase Option, which notice shall set forth a closing date (the "Reconveyance Closing Date") no earlier than 30 days following the date of Seller's Closing Notice. Seller shall deliver the Reconveyance Purchase Price to the Escrow Agent within three (3) days prior to such Reconveyance Closing Date. Purchaser shall, no later than ten (10) days prior to the Reconveyance Closing Date, deliver a Special Warranty Deed and such other documentation as may be required by Seller's title commitment in order for Purchaser to deliver good, marketable and insurable title to Seller. Purchaser shall pay any and all closing costs in connection therewith, including without limitation recording costs and documentary stamp taxes associated with the recording of the Special Warranty Deed to Seller. If Purchaser does not meet the Requirement but demonstrates that Purchaser has submitted the building permit application and all documents related thereto to the City of Bowling Green and is awaiting governmental action on the building permit application, Seller shall not exercise its right to purchase the Property back for a period of up to an additional ninety (90) days, or until the City's review of the application is complete and the City has rejected the building permit application, whichever is sooner. This paragraph shall survive Closing. In addition to all other remedies Seller may have as a result of Purchaser's default under this Paragraph, Seller shall be entitled to the remedy of specific performance of Purchaser's obligations hereunder. It is further agreed that Seller's repurchase option contained in this paragraph shall be set for in the Special Warranty Deed from Seller to Buyer and remain a restriction against the Property.

1516. REPRESENTATION OF ENVIRONMENTAL HAZARDS: To the best of its knowledge, Seller is not aware of the existence of any hazardous substances on the Property. Seller has not caused the generation, transportation, storage, or disposal of

hazardous substances on the Property.

| ~~16~~17. **MAINTENANCE**: Seller agrees to maintain the property in its present condition, allowing only for reasonable wear and tear, subsequent to the date of this Contract, up to the Closing Date.

| ~~17~~18. **NOTICES**: Any notices due hereunder shall be sent to the addresses first given above and shall be given by U.S. Mail and shall take effect upon mailing.

| ~~18~~19. **RADON GAS DISCLOSURE**: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the public health department.

| ~~19~~20. **OTHER PROVISION(s)**: This Contract for Sale of Real Estate supersedes all prior contracts and negotiations.

| ~~20~~—21 **NOTE**: The City of Bowling Green agrees to ~~apply for and~~ assist in identifying funding for infrastructure improvements.

[SIGNATURES ARE ON SEPARATE PAGE]

This Contract shall be binding upon the parties hereto, their heirs, assigns, successors and personal representatives.

SELLER(s):

City of Bowling Green

By: _____

N’Kosi Lerone Jones, Mayor
Member

Date: _____, 2023

PURCHASER(s):

~~Development of America, Inc.~~ **National**
NDA Bowling Green, LLC

By:

Eric C. Miller, ~~President~~ Managing

Date: _____,
2023

EXHIBIT "A"

Property Sketch

Summary report:	
Litera Compare for Word 11.1.0.69 Document comparison done on 1/17/2023 11:11:37 AM	
Style name: SaxonGilmore	
Intelligent Table Comparison: Active	
Original filename: Bowling Green - HOME PSA 1.5.23.doc	
Modified filename: Bowling Green NDA PSA Tract 1 1.16.23.doc	
Changes:	
Add	50
Delete	18
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	68

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of purchase and sale is made and entered into by and between:

SELLER: City of Bowling Green
Address: PO Box 608, Bowling Green, FL 33834
Tel. No.:

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PURCHASER: NDA Bowling Green, LLC
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WHEREAS, Seller desires to sell and Purchaser desires to buy the real property described below, to be used for affordable housing funded by Florida Housing Finance Corporation; tax credits and other funding thru others; and

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- 1. PURCHASE PRICE:** The full consideration to be paid by Purchaser to Seller for the Property covered by this Contract is the sum FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00). The Purchase Price, less any deposits or other credits due Purchaser according to this Contract, shall be due and payable upon delivery by Seller to Purchaser and recordation of good and sufficient Warranty Deed conveying the Property to Purchaser free and clear of all assessments, liens, and encumbrances, excepting only the current year's taxes which shall be prorated as of the date of closing, and except any encumbrances and only those encumbrances or other matter not objected to by Purchaser pursuant to Paragraph 7 below.

2. **DEPOSIT:** Purchaser has made an earnest money deposit in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (hereafter "Deposit"), to be held by Trenam Law (hereafter "Escrow Agent"). Said Deposit shall be held by the Escrow Agent and applied toward the Purchase Price but shall be subject to the terms and conditions of this Contract.
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 - (b) Such municipal, county, state, or utility-supplier approvals as necessary to enable development of the facility on the Property; the cost of obtaining such approvals to be at Purchaser's expense; and
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If the conditions above have not been fulfilled or waived by Purchaser, then the Contract shall be null, and void and the earnest money deposit shall be returned to Purchaser and thereafter, neither party shall have any liabilities of the other.

5. **APPRAISAL:** Following receipt of the Notification of the funding, Lender or Syndicator will promptly select and engage a MAI Appraiser to prepare an appraisal of the value of the Property for the intended use. Upon Purchaser's receipt of the MAI-appraised value equal to or in excess of the Purchase Price or at such lesser value as is acceptable to Purchaser.
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Sale is contingent upon the simultaneous closing of Tract 1 being the Northerly portion of

Parcel number 05-33-25-0000-03430-0000 and subject to that certain Contract for Sale of Real Estate between Seller and Purchaser dated January __, 2023, attached hereto as Exhibit B.

7. **TITLE:** Seller agrees to furnish an Owner's Title Insurance Binder within twenty (20) days after the Effective Date in the amount of the Purchase Price to be issued by the Title Company of Purchaser's choice. If title is not acceptable to Purchaser's attorney, Purchaser's attorney shall notify Seller within thirty (30) days after Purchaser receives such Title Insurance Binder and Seller shall have a maximum of sixty (60) days after due notice of any defects to remedy title in a manner satisfactory to Purchaser's attorney. If the title cannot be corrected to the satisfaction of Purchaser's attorney after diligent effort by Seller, Seller agrees to return to Purchaser all deposits made pursuant to this Contract and this Contract shall then be terminated.
8. **ENTRY AND INSPECTION:** With reasonable notice, Seller shall provide access to Purchaser, their contractors, or assigns, to have the Property surveyed and to make tests as to the suitability of the Property for Purchaser's intended use including preliminary engineering, soil bearing tests, environmental studies and such other inspection and tests as shall be necessary or appropriate.
9. **ZONING:** Seller agrees to cooperate with any zoning need for Purchaser's intended use. All cost and expense with regards to any zoning shall be borne entirely by the Purchaser.
10. **COSTS:** Seller shall be obligated to pay any Documentary Stamps that are required to be affixed to the deed and the Owner's title insurance expenses, including the title search and examination fee, as well as any additional costs pertaining to curing any title defects referenced, and further including any outstanding assessments, or liens against the Property. Seller shall be obligated to pay the real estate commission, if any. Purchaser shall be obligated to pay the recording fees of the Deed and all costs associated with the financing.
11. **ACCEPTANCE:** If this Contract is not executed and delivered by Seller on or before 3:00 p.m. Eastern Standard Time on January 25, 2023, this Contract shall be null and void. The Effective Date of the Contract, for purposes of performance shall be regarded as the date when the last of the Seller and Purchaser has signed this Contract.
12. **ASSIGNMENT:** Purchaser may assign this Contract to a related entity with no approval required.
13. **ATTORNEY FEES AND COSTS:** In connection with any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
14. **DEFAULT:** In the event of a default in, or breach of, any of the terms conditions and provision of this Contract, the Party who is or is to be thereby aggrieved shall have the right to specific performance and other equitable relief of its rights under this Contract. If, for any reason, Seller fails, neglects, or refuses to perform this Contract, Purchaser may seek specific performance or elect to receive the return of its' deposits without thereby

waiving any action for damages resulting from Seller's breach. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.

15. **RECONVEYANCE** Purchaser intends to commence construction of Permitted Improvements within two (2) years from Closing (the "Construction Deadline"), which requirement shall be satisfied if Purchaser has recorded a Notice of Commencement, obtained a building permit and commenced construction of Permitted Improvements by the Deadline (the "Requirement"). In the event Purchaser does not meet the Requirement, the Seller shall have the option to re-purchase the Property back from Buyer for a price (the "Reconveyance Purchase Price") equal to the Purchase Price (the "Repurchase Option"). The Repurchase Option may be exercised at any time within ninety (90) days following the expiration of the Construction Deadline, but, in any case before Purchaser commences construction of Permitted Improvements (if such commencement occurs after the Construction Deadline) by Seller notifying Purchaser in writing that Seller is exercising the Repurchase Option, which notice shall set forth a closing date (the "Reconveyance Closing Date") no earlier than 30 days following the date of Seller's Closing Notice. Seller shall deliver the Reconveyance Purchase Price to the Escrow Agent within three (3) days prior to such Reconveyance Closing Date. Purchaser shall, no later than ten (10) days prior to the Reconveyance Closing Date, deliver a Special Warranty Deed and such other documentation as may be required by Seller's title commitment in order for Purchaser to deliver good, marketable and insurable title to Seller. Purchaser shall pay any and all closing costs in connection therewith, including without limitation recording costs and documentary stamp taxes associated with the recording of the Special Warranty Deed to Seller. If Purchaser does not meet the Requirement but demonstrates that Purchaser has submitted the building permit application and all documents related thereto to the City of Bowling Green and is awaiting governmental action on the building permit application, Seller shall not exercise its right to purchase the Property back for a period of up to an additional ninety (90) days, or until the City's review of the application is complete and the City has rejected the building permit application, whichever is sooner. This paragraph shall survive Closing. In addition to all other remedies Seller may have as a result of Purchaser's default under this Paragraph, Seller shall be entitled to the remedy of specific performance of Purchaser's obligations hereunder. It is further agreed that Seller's repurchase option contained in this paragraph shall be set for in the Special Warranty Deed from Seller to Buyer and remain a restriction against the Property.

16. **REPRESENTATION OF ENVIRONMENTAL HAZARDS:** To the best of its knowledge, Seller is not aware of the existence of any hazardous substances on the Property. Seller has not caused the generation, transportation, storage, or disposal of hazardous substances on the Property.

17. **MAINTENANCE:** Seller agrees to maintain the property in its present condition,

allowing only for reasonable wear and tear, subsequent to the date of this Contract, up to the Closing Date.

18. **NOTICES:** Any notices due hereunder shall be sent to the addresses first given above and shall be given by U.S. Mail and shall take effect upon mailing.
19. **RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the public health department.
20. **OTHER PROVISION(s):** This Contract for Sale of Real Estate supersedes all prior contracts and negotiations.
21. **NOTE:** The City of Bowling Green agrees to assist in identifying funding for infrastructure improvements.

[SIGNATURES ARE ON SEPARATE PAGE]

This Contract shall be binding upon the parties hereto, their heirs, assigns, successors and personal representatives.

SELLER(s):

PURCHASER(s):

City of Bowling Green

Green, LLC

NDA Bowling

By: _____

By:

N’Kosi Lerone Jones, Mayor

Eric C. Miller, Managing Member

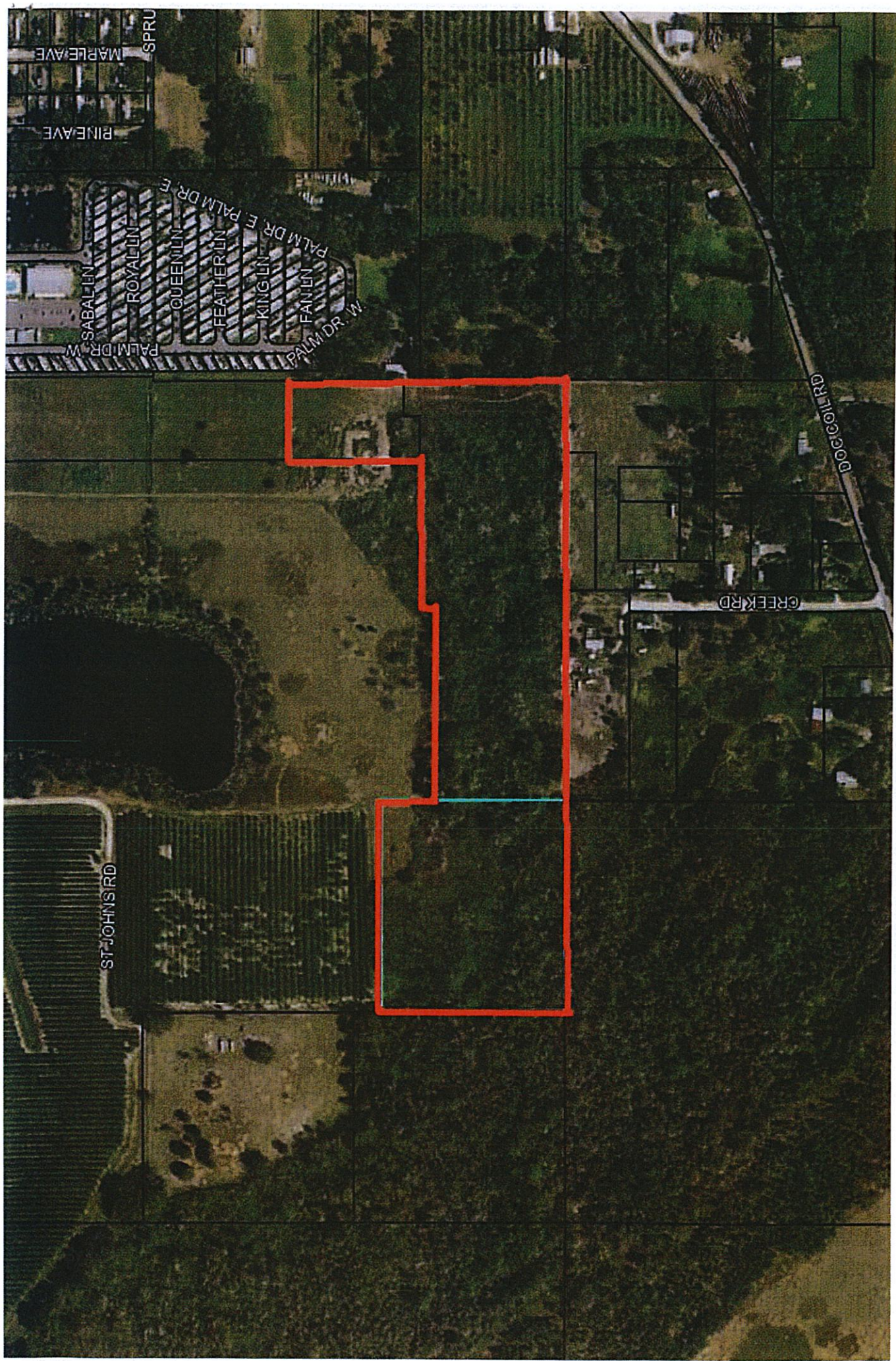
Date: _____, 2023

2023

Date: _____,

EXHIBIT "A"

Property Sketch



SPRU
MAPLE AVE
PINE AVE

SABALIN
ROYALIN
QUEENIN
FEATHERIN
KINGIN
FANIN
PALM DR W
PALM DR E

DOGGALL RD

CREEKR D

ST JOHNS RD

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of purchase and sale is made and entered into by and between:

SELLER: City of Bowling Green
Address: PO Box 608, Bowling Green, FL 33834
Tel. No.:

Fax No:

PURCHASER: ~~National Development of America, Inc.~~ NDA Bowling Green, LLC
Address: 12629 New Brittany Blvd. BLDG. #16, Fort Myers, FL 33907

Tel. No.:

239-275-8029

Fax No.: 239-275-0648

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to buy the real property described below, to be used for affordable housing funded by Florida Housing Finance Corporation; tax credits and other funding thru others; and

WHEREAS, Seller and Purchaser agree that the Purchase Price set forth below represents the fair market value of the Property and both have voluntarily entered into this Contract and desire to evidence their agreement in writing;

NOW, THEREFORE, this Contract for Sale of Real Estate (the "Contract") is made and entered into as of this day of January, 2023 (the "Effective Date"), by and between Seller and Purchaser. Seller has agreed this day to sell to Purchaser, and Purchaser has agreed to buy from Seller, certain real estate located in the City of Bowling Green, County of Hardee, State of Florida (the "Property"), known as: Tract ~~1A~~: the Southerly portion of Parcel #: 05-33-25-0000-03430-0000, Tract ~~2B~~: Parcel # 05-33-25-0000-04770-0000 & Tract ~~3C~~ Parcel #05-33-25-0000-03420-0000 and more particularly identified in the Property Sketch attached as **Exhibit "A"**. **NOTE:** The ~~Property~~ property sketch includes the Southern portion of Tract ~~1A~~, Parcel # 05-33-25-0000-03430-0000, Tract B: Parcel # 05-33-25-0000-04770-0000 & Tract C Parcel #05-33-25-0000-03420-0000 ~~plus Tracts 2 & 3 as outlined in Exhibit A.~~

- 1. PURCHASE PRICE:** The full consideration to be paid by Purchaser to Seller for the Property covered by this Contract is the sum FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00). The Purchase Price, less any deposits or other credits due Purchaser according to this Contract, shall be due and payable upon delivery by Seller to Purchaser and recordation of good and sufficient Warranty Deed conveying the Property to Purchaser free and clear of all assessments, liens, and encumbrances, excepting only the current year's taxes which shall be prorated as of the date of closing, and except any encumbrances and only those encumbrances or other matter not objected to by Purchaser

pursuant to Paragraph 7 below.

2. **DEPOSIT:** Purchaser has made an earnest money deposit in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (hereafter "Deposit"), to be held by Trenam Law (hereafter "Escrow Agent"). Said Deposit shall be held by the Escrow Agent and applied toward the Purchase Price but shall be subject to the terms and conditions of this Contract.
3. **FINANCING:** Purchaser agrees to submit an application together with the required exhibits to Florida Housing Finance Corporation to provide funding for Purchaser's proposed development of multi-family housing ("Permitted Improvements"), and other individuals needing affordable housing. Purchaser shall use due diligence and its best efforts to obtain said funding and all other funding needs to develop the Project.
4. **CONDITIONS:** Said purchase and sale is subject to and conditional upon:
 - (a) Purchaser obtaining on or before July 31, 2023, notice of award of said funds for the proposed development (hereafter "Notification"); and
 - (b) Such municipal, county, state, or utility-supplier approvals as necessary to enable development of the facility on the Property; the cost of obtaining such approvals to be at Purchaser's expense; and ~~approval by the Board of Directors of Purchaser; and~~
 - (c) Satisfactory MAI appraisal as described in Paragraph 5 below; and
 - (d) Purchaser's initial closing of the funding, to occur simultaneously with the purchase of the Property.

If the conditions above have not been fulfilled or waived by Purchaser, then the Contract shall be null, and void and the earnest money deposit shall be returned to Purchaser and thereafter, neither party shall have any liabilities of the other.

5. **APPRAISAL:** Following receipt of the Notification of the funding, Lender or Syndicator will promptly select and engage a MAI Appraiser to prepare an appraisal of the value of the Property for the intended use. Upon Purchaser's receipt of the MAI-appraised value equal to or in excess of the Purchase Price or at such lesser value as is acceptable to Purchaser.
6. **CLOSING:** Sale shall be closed simultaneously with Purchaser's initial closing of the financing, but no later than twelve (12) months following ~~date of the Notification~~the Effective Date (the "Closing"). Seller agrees to deliver the deed and all closing documents to Trenam Law as the Closing Agent, at least two (2) business days prior to closing to be held pending the simultaneous closing with financing. However, if Purchaser is unable to accomplish initial closing of the financing within said twelve (12) month period, Purchaser may, at its option, extend the closing date with ~~two~~three (23)

separate ~~six~~thirty (630) ~~month~~day extensions by Purchaser giving written notice prior to the time for Closing to Seller. At closing, Seller shall surrender possession to Purchaser.

Sale is contingent upon the simultaneous closing of Tract 1 being the Northerly portion of Parcel number 05-33-25-0000-03430-0000 and subject to that certain Contract for Sale of Real Estate between Seller and Purchaser dated January _____, 2023, attached hereto as Exhibit B.

7. **TITLE:** Seller agrees to furnish an Owner's Title Insurance Binder within twenty (20) days after the Effective Date in the amount of the Purchase Price to be issued by the Title Company of Purchaser's choice. If title is not acceptable to Purchaser's attorney, Purchaser's attorney shall notify Seller within thirty (30) days after Purchaser receives such Title Insurance Binder and Seller shall have a maximum of sixty (60) days after due notice of any defects to remedy title in a manner satisfactory to Purchaser's attorney. If the title cannot be corrected to the satisfaction of Purchaser's attorney after diligent effort by Seller, Seller agrees to return to Purchaser all deposits made pursuant to this Contract and this Contract shall then be terminated.
8. **ENTRY AND INSPECTION:** With reasonable notice, Seller shall provide access to Purchaser, their contractors, or assigns, to have the Property surveyed and to make tests as to the suitability of the Property for Purchaser's intended use including preliminary engineering, soil bearing tests, environmental studies and such other inspection and tests as shall be necessary or appropriate.
9. **ZONING:** Seller agrees to cooperate with any zoning need for Purchaser's intended use. All cost and expense with regards to any zoning shall be borne entirely by the Purchaser.
10. **COSTS:** Seller shall be obligated to pay any Documentary Stamps that are required to be affixed to the deed and the Owner's title insurance expenses, including the title search and examination fee, as well as any additional costs pertaining to curing any title defects referenced, and further including any outstanding assessments, or liens against the Property. Seller shall be obligated to pay the real estate commission, if any. Purchaser shall be obligated to pay the recording fees of the Deed and all costs associated with the financing.
11. **ACCEPTANCE:** If this Contract is not executed and delivered by Seller on or before 3:00 p.m. Eastern Standard Time on January 25, 2023, this Contract shall be null and void. The Effective Date of the Contract, for purposes of performance shall be regarded as the date when the last of the Seller and Purchaser has signed this Contract.
12. **ASSIGNMENT:** Purchaser may assign this Contract to a related entity with no approval required.
13. **ATTORNEY FEES AND COSTS:** In connection with any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

14. **DEFAULT:** In the event of a default in, or breach of, any of the terms conditions and provision of this Contract, the Party who is or is to be thereby aggrieved shall have the right to specific performance and other equitable relief of its rights under this Contract. If, for any reason, Seller fails, neglects, or refuses to perform this Contract, Purchaser may seek specific performance or elect to receive the return of its' deposits without thereby waiving any action for damages resulting from Seller's breach. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.
15. **RECONVEYANCE** Purchaser intends to commence construction of Permitted Improvements within two (2) years from Closing (the "Construction Deadline"), which requirement shall be satisfied if Purchaser has recorded a Notice of Commencement, obtained a building permit and commenced construction of Permitted Improvements by the Deadline (the "Requirement"). In the event Purchaser does not meet the Requirement, the Seller shall have the option to re-purchase the Property back from Buyer for a price (the "Reconveyance Purchase Price") equal to the Purchase Price (the "Repurchase Option"). The Repurchase Option may be exercised at any time within ninety (90) days following the expiration of the Construction Deadline, but, in any case before Purchaser commences construction of Permitted Improvements (if such commencement occurs after the Construction Deadline) by Seller notifying Purchaser in writing that Seller is exercising the Repurchase Option, which notice shall set forth a closing date (the "Reconveyance Closing Date") no earlier than 30 days following the date of Seller's Closing Notice. Seller shall deliver the Reconveyance Purchase Price to the Escrow Agent within three (3) days prior to such Reconveyance Closing Date. Purchaser shall, no later than ten (10) days prior to the Reconveyance Closing Date, deliver a Special Warranty Deed and such other documentation as may be required by Seller's title commitment in order for Purchaser to deliver good, marketable and insurable title to Seller. Purchaser shall pay any and all closing costs in connection therewith, including without limitation recording costs and documentary stamp taxes associated with the recording of the Special Warranty Deed to Seller. If Purchaser does not meet the Requirement but demonstrates that Purchaser has submitted the building permit application and all documents related thereto to the City of Bowling Green and is awaiting governmental action on the building permit application, Seller shall not exercise its right to purchase the Property back for a period of up to an additional ninety (90) days, or until the City's review of the application is complete and the City has rejected the building permit application, whichever is sooner. This paragraph shall survive Closing. In addition to all other remedies Seller may have as a result of Purchaser's default under this Paragraph, Seller shall be entitled to the remedy of specific performance of Purchaser's obligations hereunder. It is further agreed that Seller's repurchase option contained in this paragraph shall be set for in the Special Warranty Deed from Seller to Buyer and remain a restriction against the Property.

- 1516. REPRESENTATION OF ENVIRONMENTAL HAZARDS:** To the best of its knowledge, Seller is not aware of the existence of any hazardous substances on the Property. Seller has not caused the generation, transportation, storage, or disposal of hazardous substances on the Property.
- 1617. MAINTENANCE:** Seller agrees to maintain the property in its present condition, allowing only for reasonable wear and tear, subsequent to the date of this Contract, up to the Closing Date.
- 1718. NOTICES:** Any notices due hereunder shall be sent to the addresses first given above and shall be given by U.S. Mail and shall take effect upon mailing.
- 1819. RADON GAS DISCLOSURE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the public health department.
- 1920. OTHER PROVISION(s):** This Contract for Sale of Real Estate supersedes all prior contracts and negotiations.
- 2021. NOTE:** The City of Bowling Green agrees to ~~apply for and~~ assist in identifying funding for infrastructure improvements.

[SIGNATURES ARE ON SEPARATE PAGE]

This Contract shall be binding upon the parties hereto, their heirs, assigns, successors and personal representatives.

SELLER(s):

City ~~Of~~of Bowling Green

By: _____

N’Kosi Lerone Jones, Mayor
Member

Date: _____, 2023

PURCHASER(s):

~~Development of America, Inc.~~ National
Green, LLC NDA Bowling

By:

Eric C. Miller, ~~President~~ Managing

Date: _____,
2023

EXHIBIT "A"

Property Sketch

Summary report:
Litera Compare for Word 11.1.0.69 Document comparison done on
1/17/2023 11:14:43 AM

Style name: SaxonGilmore

Intelligent Table Comparison: Active

Original filename: Bowling Green - HOME PSA 1.5.23 (2).doc

Modified filename: Bowling Green NDA PSA Parcels ABC 1.16.2023.doc

Changes:

Add	56
Delete	26
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	82

RESOLUTION 2023-01

A RESOLUTION OF THE CITY OF BOWLING GREEN FLORIDA OF HARDEE COUNTY, FLORIDA, SUSPENDING ENFORCEMENT OF THE CITY'S UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT A TEMPORARY HOUSING PROGRAM THAT WILL MEET THE HOUSING NEEDS OF CITIZENS DISPLACED BY HURRICANE IAN DURING AND AFTER THE STATE OF EMERGENCY DECLARED BY THE PRESIDENT OF THE UNITED STATES AND THE GOVERNOR OF THE STATE OF FLORIDA; DELEGATING ADMINISTRATIVE AUTHORITY TO THE CITY MANAGER TO IMPLEMENT SAID PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the President of the United States and the Governor of the State of Florida have declared that a State of Emergency exists in the State of Florida because of the impacts of Hurricane Ian; and

WHEREAS, said emergency declaration specifically includes the City of Bowling Green (the "City") and the government provide for temporary housing assistance to the City and its citizens through the Federal Emergency Management Agency ("FEMA") and the State of Florida Division of Emergency Management ("DEM"); and

WHEREAS, the City Commission (the "Commission") finds that it is necessary to take and authorize whatever prudent action is necessary to ensure the health, safety, and welfare of the community during and after this State of Emergency due to the temporary housing needs of the Town's citizens impacted by Hurricane Ian; and

WHEREAS, the Commission further finds that it is necessary to expedite the location and placement of temporary housing on property in the City that is made available through FEMA and/or services through DEM so that said housing can be utilized by the citizens of the City who have been displaced due to the impacts of Hurricane Ian; and

WHEREAS, in order to facilitate receipt of assistance from FEMA and/or DEM, and to meet the temporary housing needs of the City's residents, the Commission finds that it is necessary to waive certain requirements relating to land development and housing which would otherwise apply if the State of Emergency did not exist; and

WHEREAS, many citizens of the City who have been displaced due to Hurricane Ian are able to provide for the placement of privately owned temporary housing units on real property they own or lease, and the Commission finds that the same temporary housing accommodation should be made available to them as is provided by this Resolution to citizens receiving FEMA assistance and/or DEM services; and

WHEREAS, the Commission finds that it would be in the best interests of the residents of the City to adopt this Resolution.

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

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Suspension of Land Development Regulations. Enforcement of City's Unified Land Development Code ("ULDC"), is hereby suspended for a period of eighteen (18) months from the date of this Resolution, unless otherwise extended or terminated by action of the Commission. This suspension is strictly limited to facilitating the placement on property in the City of temporary housing made available through FEMA and/or services through DEM for use by the citizens of the City who have been displaced due to the impact of Hurricane Ian, and for facilitating the private placement of temporary housing on real property owned or leased by citizens who have been displaced by Hurricane Ian.

Section 3. Implementation. The Commission authorizes the City Manager or designee to develop and implement a temporary housing program applicable to FEMA, as well as privately provided, temporary housing that is consistent with and carries out the intent of this Resolution during the time when the suspension of ULDC is in effect. The City Manager or designee shall make periodic reports to the Commission about the temporary housing program.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

This Resolution was passed at a public hearing of the City Commission held on the _____ day of _____, 20____. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor 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"/>
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 Arreola	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time of adoption: _____ PM

(Seal)

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Katherin Kinzel, City Clerk

By: _____
N'Kosi Jones, Mayor

Approved as to form:

By: _____
Gerald Buhr, City Attorney

RESOLUTION NO. 2023-10

HARDEE CLERK TO BOARD
NOV 23 12:22 AM 10:21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, **SUSPENDING ENFORCEMENT OF LAND DEVELOPMENT REGULATIONS OF THE HARDEE COUNTY CODE OF ORDINANCES, TO IMPLEMENT A TEMPORARY HOUSING PROGRAM THAT WILL MEET THE HOUSING NEEDS OF CITIZENS DISPLACED BY HURRICANE IAN DURING AND AFTER THE STATE OF EMERGENCY** DECLARED BY THE PRESIDENT OF THE UNITED STATES AND THE GOVERNOR OF THE STATE OF FLORIDA; DELEGATING ADMINISTRATIVE AUTHORITY TO THE COUNTY ADMINISTRATOR TO IMPLEMENT SAID PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the President of the United States and the Governor of the State of Florida have declared that a State of Emergency exists in the State of Florida because of the impacts of Hurricane Ian; and

WHEREAS, said emergency declaration specifically includes Hardee County (the "County") and provides for temporary housing assistance to the County and its citizens through the Federal Emergency Management Agency ("FEMA") and the State of Florida Division of Emergency Management ("DEM"); and

WHEREAS, the Board of County Commissioners (the "Board") finds that it is necessary to take and authorize whatever prudent action is necessary to ensure the health, safety, and welfare of the community during and after this State of Emergency due to the temporary housing needs of the County's citizens impacted by Hurricane Ian; and

WHEREAS, the Board further finds that it is necessary to expedite the location and placement of temporary housing on property in Hardee County that is made available through FEMA and/or services through DEM so that said housing can be utilized by the citizens of Hardee County who have been displaced due to the impacts of Hurricane Ian; and

WHEREAS, in order to facilitate receipt of assistance from FEMA and/or DEM, and to meet the temporary housing needs of the County's citizens, the Board finds that it is necessary to waive

certain requirements relating to land development and housing which would otherwise apply if the State of Emergency did not exist; and

WHEREAS, many citizens of the County who have been displaced due to Hurricane Ian are able to provide for the placement of privately owned temporary housing units on real property they own or lease, and the Board finds that the same temporary housing accommodation should be made available to them as is provided by this Resolution to citizens receiving FEMA assistance and/or DEM services; and

WHEREAS, the Board finds that it would be in the best interests of the residents of the County to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

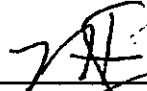
Section 2. Suspension of Land Development Regulations. Enforcement of Land Development Regulations, of the Hardee County Code of Ordinances, is hereby suspended for a period of eighteen (18) months from the date of this Resolution, unless otherwise extended or terminated by action of the Board. This suspension is strictly limited to facilitating the placement on property in Hardee County of temporary housing made available through FEMA and/or services through DEM for use by the citizens of Hardee County who have been displaced due to the impact of Hurricane Ian, and also to facilitating the private placement of temporary housing on real property owned or leased by citizens who have been displaced by Hurricane Ian.

Section 3. Implementation. The Board authorizes the County Manager or designee to develop and implement a temporary housing program applicable to FEMA, as well as privately provided, temporary housing that is consistent with and carries out the intent of this Resolution during the time when the suspension of Land Development Regulation is in effect. The County Manager or designee shall make periodic reports to the Board about the temporary housing program.

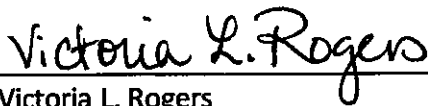
Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 22nd day of November 2022 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA



Noey A. Flores
Chairman



Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 11/22/2022
Date: 11/23/2022

APPROVED AS TO FORM:



WEISS-SEROTA HELFMAN COLE + BIERMAN P.L.
COUNTY ATTORNEY

Sec. 8.02.00. - Administrative approvals by the City Manager, or his/her designee, and/or Building Director.

The Development Director and/or Building Director shall have the authority to approve the following, subject to conditions set forth below and in applicable provisions of this Code:

- (A) *Setback adjustments.* In single-family land use classifications only, the City Manager, or his/her designee, and/or Building Director may approve reduction of side and rear setbacks for principal and accessory structures (excluding swimming pools) by no more than 10 percent subject to the following conditions:
- (1) The setback requirement is established by the land use classification and no other section of this Code;
 - (2) The maximum lot coverage of the lot or building site shall not exceed 35 percent;
 - (3) The approval would not result in the encroachment of a structure into an existing utility or drainage easement held by the City;
 - (4) A certified survey shall be submitted by the applicant verifying building locations and structural coverage;
 - (5) When, in the opinion of the City Manager, or his/her designee, a proposed administrative adjustment materially affects abutting property owners, written notification shall be mailed to the affected property owner(s) of record at least 30 days prior to the granting of the administrative adjustment and shall take any comments or concerns into account.

At his discretion, the City Manager, or his/her designee, may deny the request and refer the application to the Zoning Board of Appeals as a variance.

- (B) *Temporary office or construction trailer.*

The City Manager, or his/her designee, and/or Building Director may authorize the use of a mobile home or other temporary structure not meeting the requirements of the Florida Building Code at the construction site of an approved Site Development Plan. The temporary structure may be used only as an office, tool shed or other facility in support of construction work, and shall not be used for living accommodations, for sales/rental of lots or offices, or for any other purpose.

The applicant shall designate the exact location of the temporary structure on the Site Development Plan, and shall place it only in the approved location. The temporary structure shall not be installed prior to issuance of the building permit for the development site, and shall be removed upon expiration of the building permit or issuance of the Certificate of Occupancy, whichever comes first. If a mobile home is to be used, the wheels and axles shall not be removed.

- (C) *Temporary mobile home or recreational vehicle for use during construction of a residence or as disaster relief.* The City Manager, or his/her designee, and/or Building Director may authorize the use of a mobile home or recreational vehicle as a temporary residence during construction of a permanent residence or in the case of a disaster situation such as fire, flood, or hurricane, under the following conditions:

- (1) The applicant has received approval of a building permit for construction of a single-family residence on the property;
- (2) The temporary unit shall be placed at least 20 feet from all lot lines, and 10 feet from any other existing or planned structure.
- (3) The temporary unit must be connected to a public sewer system or, upon approval of the City Manager, or his/her designee, have received a septic tank permit from the Hardee County Health Department.
- (4) Wheels and axles shall not be removed.
- (5) The temporary unit shall be removed from the building site within 30 days of the Certificate of Occupancy for the permanent residence, or at the end of a one-year period commencing at the date of its installation, whichever comes first.
- (6) This administrative approval may not be renewed or granted a second time for the same building site.

