

City of Bowling Green

Minutes of Regular Meeting

February 16, 2023

Present: Mayor Jones, Vice-Mayor Fite, Commissioner Durastanti, Commissioner Lunn, Commissioner Arreola, Interim City Manager Durrance, City Clerk Kinzel, Chief Scheel, and Administrative Assistant Candice Torres, Attorney Buhr, Stefanie von Paleske-Bush (CFRPC), Dyana Stewart (FRWA) and members of the audience.

1. **Call to order** – The meeting was called to order by Mayor Jones.
2. **Prayer** – The prayer was given by Mayor Jones.

Flag Salute

3. Old Business

A. Approval of Minutes

1) Regular Meeting 1/10/20223

Commissioner Durastanti made the motion to approve. Motion was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

2) Special Meeting 1/18/2023

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

4. New Business

A. Thank You Letter to the City of Hawthorne

Vice-Mayor Fite made the motion to sign the letter because they were generous in donating items for our residents. Motion was seconded by Commissioner Durastanti. Roll call vote, all in favor, motion carried.

B. Entrance Access – Angelo Johnson

Angelo Johnson did not come to the meeting, so this item was not discussed.

C. Impact Fees – Jaime Blas

Mayor Jones asked Mr. Blas to step to the podium and provide his name and address. Jaime Blas (4550 Bryan Ave) is requesting to pay minimum payment on his connection for water for his future residence. He wants to build on a piece of property that had water and sewer already but it was cancelled some years back. He would like the Commission to consider reducing the impact fees. Due to his job and his ailing mom, he has not been able to proceed as quickly in getting a home built on the property. He also helps the City on a voluntary basis whenever needed. He demolished an old home and he had help with this even after the hurricane. He has been a resident of Bowling Green his whole life. He has been taught to help. He and his father have employed Bowling Green residents. Mayor Jones thanked Mr. Blas for everything he has done. He deferred to the City Attorney to answer. City Attorney Buhr said that the City has an ordinance that establishes the City's rate and the City cannot deviate from the ordinance, even for a non-profit corporation.

Non-profits can request donations to help with paying the impact fees but since Mr. Blas is a private individual he cannot. The City has no choice in charging the impact fees as the law requires it. If the City has bonds (loans), they typically restrict a City from allowing reducing the impact fees. Vice-Mayor Fite asked for clarification that since there was already there, Mr. Blas did not have to repay the tap fees. City Attorney Buhr also asked the question if water was already there. Mr. Blas said yes there was. City Attorney Buhr asked how long the account was idle for; Administrative Assistant Torres stated that it was more than five years if she remembers correctly. City Attorney Buhr said that the tap fees could be credited to him. Mayor Jones said that he wanted to hear from the City Attorney so that everything remains legal. Mr. Blas said he understood, and Mayor Jones again thanked him. Administrative Assistant Torres said that impact fees would not be due until Mr. Blas applies for a certificate of occupancy and he can go ahead on opening the account but the impact fees would not be due until he has received his certificate of occupancy. (Mayor Jones asked Administrative Assistant Torres to identify herself.)

D. Resolution 2023-02: Terminating the Charter Communications, Inc., Cable Franchise in the City

City Attorney Buhr read the short description. He said that Charter Communications requested the charter be cancelled due to Chapter 610 which puts these types of utilities in the hands of the State and not the cities. Vice-Mayor Fite asked if they are liable for the service fees or taxes. City Attorney Buhr said no. Interim City Manager Durrance said that in return they are going to hand over a storage building that was left on the City's property. Mayor Jones asked if it was the trailer but Interim City Manager Durrance said it was a small storage unit inside the water tower. Vice-Mayor Fite made a motion to accept the resolution terminating Charter Communications cable franchise in the City; there was a second from Commissioner Lunn. Roll call vote, all in favor, motion carried.

E. Ordinance 2022-05 (Second Reading): Amending the City of Bowling Green Comprehensive Plan Future Land Use Map to Change One Parcel of Land Totaling 8.02 Acres Located on Doc Coil Road from Single Family Residential to Medium Density Residential

City Attorney Buhr read the short description of the ordinance. Vice-Mayor Fite made the motion to accept the ordinance as read in the second reading. City Attorney Buhr asked Mayor Jones to open for public hearing. After Mayor Jones closed the public hearing, Commissioner Arreola seconded the motion. Roll call vote, all in favor, motion carried.

F. Ordinance 2022-06 (Second Reading): Amending the Official Zoning Map of the City of Bowling Green, FL Specifically Amending One Parcel of Land totaling 8.02 Acres located on Doc Coil Road from the Zoning of R-1, Single Family Residential to R-2, Single and Two Family Residential

City Attorney Buhr read the short description of the ordinance. Vice-Mayor Fite made the motion to accept the ordinance as read in the second reading with a second from Commissioner Arreola. Mayor Jones opened the floor for public hearing. Hearing none, Mayor Jones closed the public hearing. Roll call vote, all in favor, motion carried.

G. Ordinance 2023-03: Amending Chapter 38 of the City Code, Article II Portions of Section 38-23 to Amend Ratemaking Provisions of the Code and to Impose New Water and Wastewater Facility Capacity Fees; Providing for Separate Accounts for Collected

Capacity Fees and Proper Accounting and Usage Thereof; Providing New Rates for Capacity Fees (First Reading)

City Attorney Buhr read the short description of the ordinance. Vice-Mayor Fite made the motion to move forward with this ordinance in the first reading. It was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

H. Ordinance 2023-04: Providing for Increases in Water and Sewer Monthly Rates and Providing for Additional Increases for Each Year until 2025 (First Reading)

City Attorney Buhr read the short description of the ordinance. Vice-Mayor Fite made the motion to move forward with this ordinance in the first reading. It was seconded by Commissioner Lunn. City Attorney Buhr asked City Clerk Kinzel if this was properly put on the water bills prior to this meeting. City Clerk Kinzel stated that it was posted on the last two water bills and a copy of both is in the binders for review. Charles Fulse (4915 Doyle Parker Ave) asked if this means the water rates are going up; Mayor Jones said it is. He does not mind the rates going up but is concerned the service is the same. He has concerns about his water pressure. City Attorney Buhr said the City needs to look into why the pressure is bad in this area so that it can be fixed. He said the rates were not established based on service. Vice-Mayor Fite asked if Mr. Fulse replumbed from the meter to his house. Mr. Fulse said he did. City Attorney Buhr said Interim City Manager Durrance can have a water operator pull the meter out and do a pressure test of the service line. Mayor Jones asked how beneficial it would be to test the pressure prior to installing the new meters. City Attorney Buhr said that they can but there would be a charge for it. Interim City Manager Durrance said there are new boxes that have been ordered for the meters and Public Works Prine will be going around to see which ones need to be changed out. He can check for pressure as well. City Attorney Buhr said to check the hydrant as well. It will show where the problem is: the main line or the service lines Vice-Mayor Fite said it could be the meters as well. Dorene Brummett (4720 N Bryan Ave) said that Public Works Supervisor Prine has fixed a pipe in the alleyway twice and she said her pressure is going down again. She has also changed all the pipes in her house. City Attorney Buhr stated that she needs to contact City Hall and fill out a complaint so a field operator or contract operator. Mr. Prine said that he will go back out to her house to see what the continuing issue is. City Attorney Buhr asked what the issue is; Mr. Prine stated that her house has 2" galvanized pipe and an old system that needs to be replaced. Mrs. Brummett said it only needs to be replaced in one section. City Attorney Buhr said to bear in mind that she could apply for a grant that will help with replacing her old system. He did say that the rates would go up and the costs would have to be passed on. Roll call vote, all in favor, motion carried.

I. Community Planning Technical Assistance Grant Agreement

Jennifer Codo-Salisbury from the Central Florida Regional Planning Council spoke to the Commission. This is the second time this grant agreement has come before the Commission. The first time was at the end of 2022. The Florida Department of Economic Opportunity awarded the grant in July 2022 however; due to the hurricane and short staffing it was delayed. The grant's purpose is to develop a downtown master plan. They sent the final grant agreement in February. Work is underway to meet the grant deadline of June 30, 2023. The first public workshop has already been held and the grant agreement from the State is being provided today to obtain City Commission approval.

Mayor Jones wanted confirmation that the deadline was June 30. Ms. Codo-Salisbury confirmed that it is. Mayor Jones also requested confirmation the grant runs July to June to which Ms. Codo-Salisbury confirmed this as well. He stated that the actual deadline is May 17th; Ms. Codo-Salisbury said it is but the deadline can go later (until June 30th). She hopes to have it completed with May 17th and she thanked the Commission for the great turnout at the first public workshop. Mayor Jones asked if the date of the second workshop is available, but Ms. Codo-Salisbury said it has not yet been scheduled but will work with the Interim City Manager to schedule it towards the end of March. The scope calls for two public workshops but Central Florida Regional Planning Council would like to schedule three. The last one would be toward the end of April but will coordinate with the City and School Board in time. Vice-Mayor Fite asked if the second one would compile the feedback from the first workshop and incorporating additional feedback. The final one will be like an open house where the public can tour the plan. Vice-Mayor Fite made the motion to accept the Community Planning Technical Assistance Grant and proceed with workshops with a second from Commissioner Lunn. Roll call vote, all in favor, motion carried.

Ms. Codo-Salisbury said that there is a related item she needs to discuss. It is an overview of Family Advisory Services to allow CFRP to do the work. Vice-Mayor Fite made the motion to accept the overview with a second from Commissioner Durastanti. Roll call vote, all in favor, motion carried.

City Attorney Buhr asked if this was the second reading for the previous ordinance (ordinance 2022-05 and 2022-06). City Clerk Kinzel said that it was.

J. DEP Grant WG075: Wastewater Treatment Facility AWT Improvements

Roger Homan and Jeff McKinney with Pennoni came to speak on this grant. Mr. Homan reviewed both this wastewater grant and the next one (Item K on the agenda). It was received over a year ago. One will improve the wastewater plant with other improvements which are needed (digester and splitter box with clarifier). The second is for expanding the sewer in Bowling Green, which will add 128 residential customers and 8 commercial customers. Both grants are 100%: the first one is for \$8.8 million and the second one is \$6.4 million. They have worked with City staff on this and there are documents that need to be returned to DEP. The grant agreement from the state will need to be executed if the City is ready to move forward. City Attorney Buhr has reviewed the grant agreements and asked if he had any comments. City Attorney Buhr said he already sent his comments that there were no changes and asked the City Manager regarding administrative items. He did ask the Pennoni representatives who was going to administer the grant. Mr. Homan said he was proposing that they would. City Attorney Buhr reminded them to review and adhere to the reporting requirements. Mayor Jones asked who is responsible for the responsible for the accruing interest. City Attorney Buhr and Mr. Homan said there should not be any accruing interest since the grant is 100%. Mr. Homan said that Pennoni would like to design the project and have something ready for the Commission next month. City Attorney Buhr said that they have to be individually procured since the grants are both over \$4 million and it will have to go out to RFQ since there is a cap. Mr. Homan said he is aware of that but some cities have not gone to that. He believed it was \$500,000 for an engineering contract but City Attorney said per study and that it was for either/or in this case due to the amount since construction is over the \$4 million. Mr. Homan said that this will need to be done quickly to the upcoming deadline on the grant to get finished. City

Attorney Buhr stated that if it is not properly secured when he is asked to certify than he cannot certify it. Mr. Homan said he understands. Vice-Mayor Fite made the motion to accept DEP Grant WG075 (Mayor Jones stated that would be contingent on it going out for RFQ which City Attorney Buhr confirmed; he said that if Pennoni's attorney has a different interpretation then as long as it is in accordance with the statute, he will reexamine it); there was a second from Commissioner Durastanti. Commissioner Durastanti said that when the City has received grants in the past when the grants are completed, it significantly increases operation costs; will that happen here? Mr. Homan said that would not happen here and will make it better due to improvements. City Attorney Buhr clarified that this would be incurring costs due to manpower to operate 24/7. Mr. McKinney said that staffing is based on what the water is used for. Right now, the expansion and addition are not changing that which is industrial reuse. Mosaic is using it and it will not increase staffing costs unless there is a change in use, such as additional customer and using it as public reaccessible water. Based on the type of plant it is, per City Attorney Buhr, AWTs require higher staffing levels. Mr. McKinney reiterated that it is based on water usage so they can build a plant and add filter which will provide protection. It should not affect staffing as it ensures the quality of water. City Attorney Buhr said that the issue with Mosaic is the Nitrogen because of the Tampa Bay Estuary. He asked if it would help that to which Mr. McKinney said it would. Vice-Mayor Fite stated that when he met with DEP in Tallahassee about selling water to customers, he wanted to know if Pennoni received an email from DEP. City Attorney Buhr said if Mosaic wanted it for free would that change anything. Mr. McKinney said it comes down to what it is being used for. Mosaic's current use is industrial waste and not publicly accessible. There are restrictions on what industrial wastewater can be used for. The purpose of this plant was to get off dependence off Mosaic. Interim City Manager Durrance asked if this was the one where the City would not touch until five years from now (Vice-Mayor Fite said commissioned). Mr. Homan said it would have to be commissioned by 2026. Interim City Manager Durrance said it would be five years prior to operation which was confirmed by Mr. Homan. Mr. McKinney said that the improvements would not sit and collect dust. Once it was built it would be utilized and Interim City Manager Durrance stated that it would maintain itself. Mr. McKinney would not increase maintenance more than what is current. Mayor Jones wanted assurance that there would be a discontinuation of services. City Attorney Buhr said it has to do with good operators but Pennoni is requesting the grant to build a good plant. Mayor Jones asked what is it going to cost the City to have the quality operators. City Attorney Buhr said that there is a company under contract. At some time, the City will need to hire operators and a manager which City Attorney Buhr offered to help with. Commissioner Arreola asked Mayor Jones wanted a workshop to go over the grant. City Attorney Buhr said that the timing is too close to schedule a workshop prior to signing, however, a workshop while it is in process can be scheduled. The workshop can be used to discuss operations once the contract with current operators is completed in 2½ to 3 years. Mayor Jones said it would benefit the City to properly train personnel versus what the City currently has on staff. Commissioner Arreola explained that all the improvements and changes like Commissioner Durastanti stated would take time and money. City Attorney Buhr said that there would be some things that would require operators with more expertise but this plant will not require that much more. Mr. Homan agreed that this plant has some redundancy but there are some items that do need to be replaced due to condition and age. Commissioner Arreola said that once the current plant goes to maximum capacity, it would then go over to the new plant. City Attorney corrected him but said this

was improving the current plant, making it cleaner and more affluent. He also explained the purpose of the digester (hauling solid waste). Commissioner Arreola asked who he could talk to get help with questions he had for the future. Pennoni and City Attorney Buhr said he could call either for explanations. Mr. McKinney said that the City could use the existing concrete structure. City Attorney Buhr explained how the digester operates. Interim City Manager Durrance asked if a workshop could still be held prior to signing the contract and hold a second vote once the workshop is completed. City Attorney Buhr stated that once the vote moves forward then the City would be under contract. He also said that Pennoni needs to move forward now due to deadline. Vice-Mayor Fite said this grant was shelved for about a year. City Attorney Buhr said the workshop should explain why the AWT is better than the secondary one. He said that he agrees with Commissioner Durastanti is right to be concerned about costs after a grant ends. He asked if this included the screw press that will be installed. Mr. Homan said no it was separated which was confirmed by Interim City Manager Durrance. Both Vice-Mayor Fite and Mayor Jones said that it should have been operational June of 2022 based on information from the former City Manager. Mayor Jones stated that the City needs to be prepared to have its own operators. Vice-Mayor Fite said that the increased costs where from the contract operators. City Attorney Buhr said that the City can start building a department close to the end of the contract, so it is in place once the contract ends (six months out). The incoming staff can learn from the contract operators so that they do not come in cold. Mayor Jones asked Interim City Manager Durrance to schedule a workshop. Roll call vote, 4 yeas, 1 nay, motion passed and carried.

K. DEP Grant WG077: Hardee Street Area Septic to Sewer Improvements

Vice-Mayor Fite made the motion to accept DEP Grant WF077 with a second from Commissioner Durastanti. Mayor Jones explained that this grant is to turn septic into sewer (also explained by Mr. Homan with Pennoni). City Attorney Buhr said that this is good for the environment and for the City since that will provide more customers. More customers mean that rates can be reasonable. Commissioner Arreola asked is this was outside the City limits. Both Vice-Mayor Fite and Mayor Jones stated that it would be Hardee Street and to the south. Roll call vote, all in favor, motion carried.

L. Peace River Ranch/Peace River RV – Jon Solin

This item was taken off the agenda as it did not need to be discussed.

5. Mayor

Mayor Jones thanked Interim City Manager Durrance for everything she is doing. He individually thanked Chief Scheel, City Clerk Kinzel, and Administrative Assistant Torres for their support. He thanked the Parks and Rec Chair Robinson. There are noticeable changes taking place. He is hoping it will make a difference. He asked to have his registration for Florida League of Cities Legislative Days be approved by the Commission, including the Mayors' program (\$100). Vice-Mayor Fite asked Interim City Manager Durrance if she would like to attend which she asked the Commission to approve her registration costs as well. Vice-Mayor Fite asked to include him as well. Commissioner Lunn made the motion to approve the registration fees for all three. Vice-Mayor Fite seconded it but amended it to include room and board since it will include Monday and Tuesday prior. He said the League has a room block at a reduced rate. Roll call vote, all in favor, motion carried. City Attorney Buhr just cautioned that the Commissioners not travel together.

6. Commissioners

Commissioner Durastanti thanked the City employees for all they do. He appreciates them and the police department. Vice-Mayor Fite provided information from the FLC WDC trip with regards to the Strike Team and Flood Insurance. He wants CoBG to tap into unused federal dollars. He met with the teams of both Senator Rubio and Senator Scott. There has been some concern about ARPA clawbacks. He met with the Deputy Secretary of FEMA at the White House (regarding FEMA trailers for homeowners) and the Deputy Secretary of HUD (meet with Vice-Mayor Fite and Interim City Manager Durrance about tapping into HUD dollars for the City). There was a presentation with the Deputy Secretary of Cybersecurity and Homeland Security. Also, there was a presentation about CDBG dollars which is being threatened to go away or reduced. It was felt that FLC was successful in its efforts. He will speak with Senator Ben Albritton about the City's appropriation request about the DOT project through town. He believes the events are going well and looking forward to the one in September. There was a great turnout for the movie on Saturday but he did warn not to get burned out. He has received great feedback from the community. He thanked Chief Scheel and the police department. He did ask for an update on the new police car that had to go back. Chief Scheel said he received an email about it but need to discuss it more later. Commissioner Lunn thanked the City staff, police officers, the public and office workers. Vice-Mayor Fite stated that Bowling Green does have an audience at Commission meetings. Commissioner Arreola thanked the audience and City workers. He also thanked the Interim City Manager and police department. He asked if this new car was part of what was passed recently but Chief Scheel said it was part of last fiscal year's budget. Interim City Manager Durrance said there is an upcoming meeting with Enterprise to finalize everything. It will not be everything on the original list but she said that one can be included for Chief Scheel as the one that is still being waited on is only half-cage (prisoner transport issue). Vice-Mayor Fite asked if this was Bartow Ford but Chief Scheel said it was from the manufacturer.

Mayor Jones said there are a couple more bills to pay attention to: Senate bill 102 and House bills 23, 671, and 383. Vice-Mayor Fite invited the public to join in the calls. City Attorney Buhr said there is discussion about Attorney and City Manager contracts. Mayor Jones said the public has the right to contact their legislators so that their voice is heard. Vice-Mayor Fite said that he can provide brochures to sign up and get involved. Vice-Mayor Fite and City Attorney Buhr said that legislation is being brought up that favors counties over cities.

7. City Attorney

City Attorney Buhr had no additional comments.

8. Recreation

Chiquita Robinson, Recreation Supervisor, thanked the Mayor and Vice-Mayor for attending the first Movie in the Park. Everyone had a good time. The next one will be March 11th 6:00pm at Pyatt Park, and the movie shown will be Grease. There will also be a best-dressed contest. Interim City Manager Durrance said the Hardee County Players will perform a skit. Mayor Jones apologized for his early exit due to sick child. Recreation Supervisor Robinson invited the Commission to the 2nd annual Black History event on February 25th starting with a parade at 1:00pm starting at the Fire Department. She asked the Commission to let her know if they plan on being in the parade. There are 7 food trucks, and 15 vendors/pop up organizations. She also has 3 motivation speakers. Vice-Mayor Fite asked her to speak on the September event but deferred to City Manager Durrance. She also said there would be a trivia night on February 23rd but the public will need to call in due to capacity.

9. Interim City Manager

Interim City Manager Durrance told the Commission that on September 23rd, the City will hold its Boots and Pearls event at Ranch 17. There will be a live Nashville band with an opening act from Hardee County. It will be a sit-down meal with choice of 10-ounce prime rib, ½ chicken or 8-ounce salmon, salad, and dessert. There is one drink with meal but cash bar open for the rest of the night. A raffle of a Yeti cooler with gift cards and drinks will be available to purchase. Vice-Mayor Fite said that the Commission will need to commit which Interim City Manager Durrance confirmed. Commissioner Lunn asked about the price of tickets; Vice-Mayor Fite said she could get with him on that. Attendees can sponsor a table and get a carry home gift. Tickets are \$50 each or couple tickets are \$90. Recreation Supervisor Robinson said you can get a table with 8 for \$450. Interim City Manager Durrance said that those tables come with a bottle of wine, gifts and everyone will get a mug with the Boots & Pearls event logo.

Recreation Supervisor Robinson said that the City will offer dedication benches in the park for those who would like to memorialize family members. The fence will be coming up at Pyatt as it will be remodeled. Those who are interested in it can contact City Hall for a donation of \$1,000, as only 5 will be available. Per Interim City Manager Durrance, it will be a bench with a memory plaque with up to 5 lines of text and add a photo or stock image that will be bolted into concrete or the ground.

Mayor Jones said that he will late to the Black History event due to his participation in a Shared Governance meeting in Orlando for National Community Action. He can only help with farm worker assistance for Hardee.

Interim City Manager Durrance said that the City will be finishing up the revamping of Pyatt Park with grant funds. There is a mobile home on City property at the park that is in bad shape. There is one offer of \$3,000 which includes moving it off the property. Vice-Mayor Fite asked what year it was; Administrative Assistant Torres said 2005. Mayor Jones said the information said it is 2004 but Administrative Assistant Torres said it was purchased in 2004 but it is a 2005 model. Vice-Mayor Fite said if it is in bad shape why does the City want it to stay in Bowling Green. Interim City Manager Durrance said that is why it was brought for the Commission. Vice-Mayor Fite believes there is an age cut-off per the County as to what can be moved and relocated. She said the other option was to have it auctioned. Commissioner Arreola said that there are restrictions on H2A use. Mayor Jones said for the City to investigate if it can be sold and moved within the County so it can be brought back to the next meeting. Administrative Assistant Torres stated that the City was trying to have it sold and moved prior to the Pyatt Park renovations which will start soon. Mayor Jones said to check to make sure the City is not violating any codes. Vice-Mayor Fite made the motion for the City to check with the Building and Zoning department to take a look at it and see if it a viable move, accept the cash in hand and move forward. Roll call vote, all in favor, motion carried.

Interim City Manager Durrance also asked to open a separate bank account for proceeds sold. The City has sold some vehicles and it will just roll into the General Fund. Her purpose is for a future garbage truck in case one is needed. Vice-Mayor Fite made a motion to authorize 2 additional accounts – one for the Land and one for the equipment – that are interest bearing accounts. It was seconded by Commissioner Lunn. Roll call vote, all in favor, motion carried.

Her last item to discuss is that she had a meeting with Mosaic and they are interested in helping the City bring the Train Depot up to ADA standards. It was put in for bid but only one was received. She does someone coming to look at it tomorrow. Vice-Mayor Fite said

to bring it back to the Commission. His only concern was the open door at the bottom and cost, along with the painting that is needed.

Pyatt Park will finish up all the original plans that were included in the grant. City Clerk Kinzel will go before the EDA board (as Interim City Manager Durrance sits on it) to ask for additional funds so the City can add the pickle court since the basketball court was out of the City's price range. Commissioner Arreola asked when the Commission would vote on the rezoning on Centennial Park. Interim City Manager Durrance said that at the Downtown Master Plan meeting, she was told that it would not need to be rezoned or change the land use. She has plans in March to level the ground for soccer fields at Centennial Park. She gave an overview of the grant for a new City Hall. She welcomed all ideas.

10. Police Chief

Chief Scheel said the car came and was sent back. The cadet in the academy graduated on January 31st and passed the state exam. He will take Captain Dowden's spot. Captain Dowden will go to part-time. He requested the 7th position come back because Bowling Green cannot rely on HCSO response and there needs to be 2 officers. Mayor Jones said he is on the Citizens Advisory Board and the Sheriff's Department only has 5 officers on the street at one time. He feels it needs to be considered due to after hours activity. Interim City Manager Durrance said due to the time it will take to bring someone on board, he would need to go ahead and proceed. Vice-Mayor Fite asked where Chief Scheel was on his labor budget. She has been working on the budget, but she only has read-only access currently. She feels that he has saved in other areas that he can bring an officer on part-time. Vice-Mayor Fite said that funds could be redistributed but the position would not go away. He made the motion for Chief Scheel to proceed with looking into it. Chief Scheel said that it could be advertised but the City may not find an officer. It will take about 5 months for the academy and the next class has already started. There will not be another one until the end of the year. Mayor Jones asked if the police department has received all the safety equipment. Chief Scheel has ordered everything, but Interim City Manager Durrance said only one thing has not come in. Commissioner Lunn seconded the motion on the floor. Jaime Blas (4550 Bryan Ave) said he has a nephew for Lakeland police and he can ask him to apply for the Bowling Green position. Vice-Mayor Fite thanked Chief Scheel and the police department.

11. Interim City Clerk

City Clerk Kinzel did not have much to report. She did remind everyone that the Hardee County Fair starts on Saturday and the circus will be in Bowling Green March 1st and 2nd.

12. Public

Jaime Blas (4550 Bryan Ave) wanted to thank Chief Scheel and the police department for the job he has done over the years. He has worked with him over the years and appreciates him.

Mayor Jones adjourned the meeting.

City of Bowling Green

Special Meeting Minutes

March 7, 2023

Present: Mayor Jones, Vice-Mayor Fite, Commissioner Arreola, Interim City Manager Durrance, City Clerk Kinzel, Chief John Scheel, City Attorney Buhr and Finance/HR Manager Virginia Gordillo, including members of the public.

Absent: Commissioner Lunn and Commissioner Durastanti

Call to order – The meeting was called to order by Mayor Jones.

2. Prayer was given by Mayor Jones. Vice-Mayor Fite led the pledge.

3. New Business

A. Procurement Procedures

Mayor Jones stated that it was amended on January 13th. It says that any funding spent in excess of \$5,000 must first be discussed by the Commission. He knows there are a great deal of improvements going on in the City. A part of the procurement process is that RFQs are sent out for people to bid upon. None have come before the Commission. Moving forward, he wants to make sure the City is doing everything in order and decent in accordance with the ordinances set forth by the Commission and the laws and statutes. City Attorney Buhr stated that the provision has been like that for a long time. The only thing added in January, it was to allow particular types of purchases through other groups where another group has already gone the bid process. Or those who get bids for groups of utilities who are members. It was allowed by the previous person. Grants are particular about following procurement policy. He asked if the \$5,000 was the spending authority. Mayor Jones said it was part of the ordinance. City Attorney Buhr said that anything above her spending authority would have to be brought before the Commission. Vice-Mayor Fite asked when Jerry Conerly was here, it was upped to \$25,000. A prior grant had required it to be in line their procedures. City Attorney Buhr stated that if it is not part of the code then it needs to be added to the code. He requested City Clerk Kinzel to check the minutes from when Jerry Conerly was City Manager. Vice-Mayor Fite remembers it due to the amount not being acceptable. He does not recall lowering it back to \$5,000. Mayor Jones said a state statute allows for \$35,000 but City Attorney Buhr said this is for state agencies. Municipalities set their own procurement procedures and authorization limits based on the Commission's reasonable discretion. Mayor Jones referred to the current ordinance of \$5,000 set by the Commission. City Clerk Kinzel asked what time frame to be checking on to locate the minutes pertaining to the request. Vice-Mayor Fite said it was about 6-7 years ago. He stated that the meeting minutes during this time would likely be lax. City Attorney Buhr said it would be in the time frame that Jerry Conerly was City Manager of Bowling Green. Vice-Mayor Fite said that it would coincide with the funding obligations at the time so that the City was in line with it. City Attorney Buhr wanted it check to make sure it if it was for the grant or not. He felt \$5,000 was low but \$25,000 was high. Mayor Jones said the Commission can look at it. City Attorney Buhr said it is a crime to claim something is a sole source.

Jean Kelly (4640 Bryan Ave) said she was at the meeting that Vice-Mayor Fite was referring to that raised the limit to \$25,000 and it was not for the one-time grant but to make is easier for the City

Manager. She believes it was not processed by the City Clerk at that time. City Attorney Buhr said it is easy to change the code once he gets that information. Interim City Manager Durrance said that former City Manager Thompson told her that the limit was \$25,000 when she was first hired. Vice-Mayor Fite asked when she was given the procurement code and she stated it was yesterday (March 6th). He stated that she has been here ninety (90) days without having access to it. City Attorney Buhr asked if it was written in the code or statement of policy. He said if it is statement of policy then it needs to be passed by resolution which Vice-Mayor Fite agreed with. City Attorney Buhr said if the City wanted a policy then it needs to be in the Code. (He was searching for information on this issue). Commissioner Arreola asked if \$25,000 is too high and \$5,000 is too low, could it be put on the agenda to be addressed next Tuesday's regular meeting. This will allow to the absent Commissioners to be present and City Clerk Kinzel to have time to research the information being requested.

B. Interim City Manager

Mayor Jones stated that it is coming up on the Interim City Manager's ninety (90) days. It was requested by the former City Manager to do an evaluation at that time. It is challenging because the Commission until a couple days ago received a copy of the budget and see how things are being spent. He said there needs to be an adequate way to complete the evaluation. City Attorney Buhr stated it would be informal as opposed to the normal annual evaluation since she has only been here a short amount of time. Many of the questions would be inapplicable to her. It would be a matter of how the Commission feels and how she has done so far. She has not had a lot of time to get up to speed and get things done. He believes she is doing a good job so far. Vice-Mayor Fite said that this matter needs to be discussed with the full Commission, not just three of them. It is 100% Commission's discretion and she is their employee. He had concerns about the questionnaires the Commission received tonight; he did not know who came up with them or who gathered them. He knows the Commission did not request it, so he made a motion to adjourn the meeting until the full Commission is in attendance. City Attorney Buhr asked for clarification on the motion if Vice-Mayor Fite wanted to adjourn the meeting. Vice-Mayor Fite said it was the last thing on the agenda. Virginia Gordillo, CoBG Finance/HR Manager, said she had never been in this situation before with Interim. With Timothy Day, he resigned beforehand. Because benefits are a time sensitive thing and dependent on the Commission's decision, she will need to submit paperwork which includes offering her the full-time City Manager job. She asked if their decision will override any dates or just a simple letter from the Commission in case it goes over the ninety (90) days. The benefits system shuts down about a ½ week or week before so the 14th will cut it close and since the City has never gone from Interim to City Manager before except City Clerk Kinzel. If Interim City Manager Durrance misses the deadline, then she will have to wait until open enrollment on October 1st. For her job, she needs to know if the Commission tables it. Due to some employees' feedback, some Commissioners were contacted to help with the evaluation process and that is where the forms came from. She stated that however the Commission wanted to utilize it was up to their discretion. It was provided to the Commission with feedback from some employees being that the Commissioners are not here on a day-to-day basis. They were turned in to her and provided them to the Commission so they could see the employee feedback. If this is being tabled or not, she just needs to know if a letter will be drawn up, so she does not have to wait on insurance. City Attorney Buhr said the motion on the floor needs a second or it will die due to a lack of a second. He said that since there was not a second to the motion it dies due to a lack of a second. He told the Commission they could move on. Mayor Jones said that these bits of information came because of concern. There are tenured employees ready to walk out the door. City Attorney Buhr said that no one has tenure; they are considered long-term. Mayor Jones corrected himself by

saying long-term. The purpose was the request came from the former City Manager and Mr. Day was here much longer and resigned beforehand. When Mr. Thompson came in, he came in directly and was chosen. Again, this is before the Commission. The feedback was provided to Human Resources per personnel policies and protocol. Vice-Mayor Fite asked City Manager Buhr, if Interim City Manager Durrance was a Commission employee. City Attorney Buhr stated that she was. Vice-Mayor Fite also stated that as an employee she is due that benefit. City Attorney Buhr said it was based on how the Commission hired her as he was not at that meeting when she was hired. He was asked not to come. Mayor Jones asked if there is a pending contract. City Attorney Buhr said that there could be a pending contract if the Commission hires her full time but they do not have to have a contract. If that is what she requires and the Commission agrees, then they can do that. The Commission up to now has never hired anyone with a contract. Vice-Mayor Fite said that one resigned because the Commission would not accept his contract. Mayor Jones said based on the personnel policies and the feedback from some employees, he asked what the Commission was to do with it. City Attorney Buhr said that if anything other than discussing it was to be done, it could not be done at this meeting because the City Charter says that you cannot take any action against a City Manager except at a regular meeting and only by a vote of three (3) of the five (5) Commissioners. Vice-Mayor Fite said that the information they received today did not give them time to read or review it. Mayor Jones said the reason this meeting was called was to this aside from the regular meeting. Since the regular meeting is on the 14th and her ninety days is on the 18th. City Attorney Buhr asked if it (insurance) could be done on the 15th. Finance/HR Manager Gordillo said that paperwork on the 15th would be fine. City Attorney Buhr said it could be taken up at the regular meeting. The Commission could take action with regards to providing insurance but could not take any job action against her in this meeting. Mayor Jones said that he was unaware two of the Commissioners were going to be absent. City Attorney Buhr reminded him that it must be done at a regular meeting. The Commission cannot call special meetings to take a job action against the City Manager. Mayor Jones said it was not to take an action but to bring to light. Since the Commission cannot discuss anything outside the chambers, this was the only time it could be done. Interim City Manager Durrance asked if she was allowed to get copies of the feedback that the Commission was provided. City Attorney Buhr and Vice Mayor Fite stated that it is public record, and she could get a copy, including the public and the news media. City Attorney Buhr asked if it was written complaints or verbal that needed to be discussed. Vice-Mayor Fite asked why City Attorney Buhr did not have a copy of the feedback forms, since he is the City's attorney. Finance/HR Manager Gordillo said no to which Vice-Mayor Fite asked why not since he should have had copies of it. Finance/HR Manager Gordillo had copies available of the feedback information that had been given to the Commission. Commissioner Arreola stated that some of the commissioners are not aware of what is going on or hearing the employee concerns, possibly those employees are only going to certain commissioners. Mayor Jones said that is not necessarily an evaluation, that is just a complaint/grievance according to the personnel policy. City Attorney Buhr said that any action has to be taken at a regular Commission meeting and may consider what was discussed/provided at this meeting is the commissioners wish and open to the public. At this time, City Attorney Buhr was provided a copy of the feedback information by Finance/HR Manager Gordillo. In his opinion, City Attorney said this will need to be discussed at a regular meeting with the full Commission. Jim Kelly (4640 Bryan Ave and owner of the Herald Advocate) stated that there is new personnel at the City and he checked with his staff but the newspaper did not get notification about tonight's meeting. It was told to them "Word-of-mouth". He wanted to just point out that when meetings are going to happen that they are notified because they are the only news media in the county. City Attorney Buhr stated that it needed to be done when Mayor Jones contacted him. Mayor Jones said that City Attorney Buhr told him: social media. City Attorney

Buhr said it was media of any kind which Vice-Mayor Fite said that is standard procedure for any meeting of any kind. Mayor Jones stated that the City Attorney Buhr spoke directly to City Clerk Kinzel and he stated that was not said. Mr. Kelly said that there should be a public notice put in the newspaper to let the citizens know what is going on and to attend the meeting. He understands if there was a true emergency but those should be few and far between. Mayor Jones stated that since Mr. Kelly's newspaper did not go out until Wednesday (tomorrow) and this was a situation where which the Commission was coming up on and he wanted to get her to where she needs to be for her ninety (90) days. Mr. Kelly said that the newspaper should have received a phone call or email to notify them of the meeting so they have the opportunity to cover it. Mayor Jones asked City Clerk Kinzel to make a note of it which she said she would. Vice-Mayor Fite said that the Commission should have been made aware of it so that they could have scheduled it instead having a rapid called meeting since the ninety (90) days did not just pop up. Mayor Jones agreed that the ninety (90) days did not just pop up but the issues did. If you have several people who work for the City ready to walk off and leave, what is the City going to do? City Attorney Buhr said that there is nothing to do since the City has a "Chief Executive Officer". Mayor Jones said he understands that, but the public has the right and need to know. City Attorney Buhr said sure, and he agreed with that. Mayor Jones said the public voted the Commission in. County Commissioner Renee Wyatt (345 Circle Dr, Wauchula and Hardee County Commissioner) asked if there would be public comment. Commissioner Arreola said that yes there should be since he wants to know what they are thinking. The Commissioners are not here to see the day-to-day activities whereas the public does. He said if the public has something to say then he wants to hear what they have to say. Mayor Jones asked for her name and address for the record. She said she would wait until the public comment time after the Commission finished their discussion. Mayor Jones said it was not on the agenda that there was public comment but if she wanted to make a comment she would need to state her name and address. Commissioner Wyatt asked if Mayor Jones said there was no room for public comment but he clarified the statement that it was not written on the agenda for public comment. He said if she wishes to speak then she would need to provide her name and address for the record. Vice-Mayor Fite asked City Attorney Buhr that the public had a right to comment on an item. City Attorney Buhr said that any agenda item that was going out for a vote would need to go out to the audience. Since there was no vote, it would not have to. If there had been a vote, then it would have to go out for public comment. Since the last motion was not seconded, there was not a vote. The City has generally allowed the public to comment on items since he has been here. Jean Kelly (4640 Bryan Ave) said she was concerned if the Commission received feedback from all employees. She was talking to a long-term employee not too long ago who told her that this person said how great and how much they enjoyed working with the City Manager. She wanted to know if the Commission only received the negative or did they get the positive as well. County Commissioner Renee Wyatt (345 Circle Dr, Wauchula and Hardee County Commissioner) said she had concerns with the meeting. She understands if employees that are disgruntled or they had bad run-ins with Interim City Manager Durrance. It could possibly be that she was doing her job putting them in their place, but she does not have all the information. She said that the Commission has a City Manager in place for a reason and there will be employees who are displeased with new management or old management. That is just the way it is. A City Manager is put in place for a reason. She has a job to do. Is there an evaluation that says she has not done her job. She then asked if Interim City Manager Durrance's ninety (90) days is on March 18th. City Attorney Buhr said that is the deadline when she would need to be added to the City's insurance which she can do on the 15th so this is a non-issue for this meeting. All the feedback information can be brought up on the 14th. County Commissioner Wyatt said this was being brought due to complaints from a few long-term employees about her or against her, but she does

not know what the situation is. It is very concerning because everybody knows where you work and not everyone is happy with who they work for. That is just the way it goes. If a long-term employee is going to walk off a job because of a disagreement, has anyone come to her and discussed it with her. Who does that with the City Manager? Mayor Jones said that the only ones who can discuss with her regarding her performance is the Commission. County Commissioner Wyatt agreed but clarified that with how everything is coming out tonight regarding the complaints against her and she is not able to defend herself. The Commission presented the complaints tonight and she has not even seen them. She definitely needs a copy and the City's attorney did not get a copy of it to be prepared with questions. It just seems unprepared and unprofessional. Mayor Jones said the Commission does not regulate the administrative side. County Commissioner Wyatt asked then who does. Mayor Jones answered that the City Manager does. County Commissioner Wyatt said exactly because she has a job to do. Mayor Jones said it was not to rain on her parade or put her out to pasture, but the meeting's purpose was to decide what to do with her deadline coming up. County Commissioner Wyatt said that the City's attorney said that cannot be done until a regular meeting. Commissioner Arreola stated that the Commission cannot make a judgment, but it can be discussed to hear what is going on which he asked City Attorney Buhr for confirmation. City Attorney Buhr said if it is an attack on the City Manager, then the information should have been provided to her beforehand and put on the regular meeting for discussion. Interim City Manager Durrance said that there are only six (6) employees who responded with feedback. She read some of them: "I hold them responsible for turning in paperwork" that they did not have. Paperwork was implemented such as checking the trucks before driving them, making sure the job duties are documented which some employees are saying is too much work, and the last employee feedback which was more complaints than anything. Interim City Manager Durrance stated that she received a letter from someone (Amalia Arista) who complained about this last employee talked to her (Interim City Manager Durrance stated that she gets complaints on this employee regularly) and her supervisor, Chief Scheel has spoken to her about it. The City will not accept employees talking to residents disrespectfully. Most of the feedback is complaints about completing paperwork but the last one is a complaint by a disgruntled employee. She told the Commission that she is new and she is still learning. She learned something today that she did not know. She reaches out to Wauchula, Hardee County, and others when she does not know something. She has found out about new grants she had not know about previously. She received about two hours' worth of training. City Attorney Buhr said that he spoke to her a couple weeks ago and was told that she was getting push back from employees. He responded by saying she is similar to a "CEO" of a company and the employees are under her and subject to termination. No employees of the City are under contract and "at will" but she has not taken any action against anyone at this time. This is under her authority if she chooses. The Commission does not have a say in that but the Commission can terminate her if they choose if they are not happy about it. They cannot tell her how to manage employees. Vice-Mayor Fite said the only ones they can go to are Interim City Manager Durrance, Chief Scheel, and City Attorney Buhr as those are the Commission's direct reports. They cannot tell them how to do their job; they can discuss things but a decision needs to be done, then it requires the entire Commission. The Commission works for the citizens and employees work for the City. He can see the public that is in attendance and when he heard about the Facebook post stating "Interim City Manager" is made is seem the City was looking for another one. The community has poured a lot of support toward Interim City Manager Durrance based on her involvement in the community and she has been a pleasure to work with. Other City Managers have completed her go-to nature and trying to learn to do the right thing for the City of Bowling Green and the community. That says a lot for someone who comes in green that does not have the network connections. They knew up front that she had

not municipal experience and the Commission needs to work with her. He reiterated what he said at her interview: if she is successful then the Commission is successful. The employees are hers. City Attorney Buhr said she was concerned about the employee issue when he spoke to her. He recommended that Mayor Jones contact her individually and speak to her about this meeting before the weekend so she did not agonize about it. He understood that was not done. Mayor Jones stated that he did reach out to her first by phone then by email. Interim City Manager Durrance said that she responded back to the email asking what she needed. Mayor Jones told her what she needed. He said the feedback forms were placed on their spots tonight. Concerning the time of the ninety (90) days, he felt when they came up, they needed to be addressed. Commissioner Arreola asked if the Commissioners work for the residents of Bowling Green then should the City workers know that they can come to them if they choose. City Attorney Buhr said that this has to be done carefully but the Commissioners cannot interfere with her management of the employees. Vice-Mayor Fite stated it was similar to a sounding board to which the City Attorney stated yes. They can listen to it but cannot respond in a way that belittles her. Vice-Mayor Fite said that Interim City Manager Durrance did not have access to City records. If she is similar to a "CEO" then she should not be restricted to anything, is that correct? (Question was asked of the City Attorney.) City Attorney Buhr said that she must have access. Interim City Manager Durrance stated that it was more for the financials. Finance/HR Manager Gordillo said that this request has never been brought to her before and she does not have an issue getting her access to the system. However, she wanted to get guidance from the City's auditors which they recommend not providing full access (such as plugging in number) but she would get reports and see information. Full access refers to payroll, making changes, to change budget and it opens the program to put in information. City Attorney Buhr asked her to send him the auditor's information so he can speak with him about this. In his opinion, there should be no one who should have more access than she does. Finance/HR Manager Gordillo said that since she signs checks and will be creating the budget and she will provide full access but she is concerned that it will be a finding against the City. Both the City Attorney and Vice-Mayor Fite said that she should have access since she is responsible for the budget. City Attorney Buhr said it needs to have two people with full access as a checks and balances in case one person (which he was not making assumptions about Finance/HR Gordillo) is corrupt. She said that it was her and former City Clerk Silva. Since current City Clerk Kinzel is training on it, it is only herself now. She just needed guidance and since Bowling is so small, City Clerk Kinzel does the deposits and Finance/HR Manager Gordillo creates the checks and since she does payables, she cannot do receivables. The auditors state that since Interim City Manager Durrance creates the budget, if numbers are plugged in and Finance/HR Manager Gordillo is balancing but the numbers are wrong, the auditors want to know why. When budget amendments are made, those are provided so the numbers can be plugged in. If the auditors say that is how it is supposed to be then fine, but since Interim and City Managers are "CEOs" of cities, they should have full access to everything and be responsible for it. Finance/HR Manager Gordillo asked if it was just reporting because she has access to everything that is put in and paid out. City Attorney Buhr said if that is all the access she wants then that is up to her otherwise she should have full access to everything. He feels that these conversations should include all the commissioners and can be done at the regular meeting on the 14th. Finance/HR Manager Gordillo said she went to Interim City Manager Durrance regarding having this meeting with two commissioners absent as she feels this is too important. She stated that the Mayor was reached out to about it but since there was a quorum it was fine. City Attorney Buhr also stated that press should be individually notified for all meetings. Notices do need to go out; public hearing must be publicized. He stated that there is no reason to have a meeting if that is all. Finance/HR Manager Gordillo said that CS&L (auditors) will be at the March 14th meeting. Jon Solin (1520 County Line Rd) said he can wait until the regular meeting on

the 14th if this will be discussed then. He has had the pleasure of working with Interim City Manager Durrance over the last two months with his project. With someone with zero city experience, she has picked up the ball and ran with it. He understands the difficulty of dealing with employees as he had a fleet of twenty (20) truck drivers, and they did not like to fill out pre-trip paperwork, but it is a CDL requirement. He does not feel like if that is the main complaint then it should not be discussed in a public forum such as this but to find another way to do it such as a job review. He has had lengthy discussions with her about her vision for the City and her passion and he seems it is detrimental to her to have this hanging over her. He feels she should have the full-time City Manager position. Colette Greene (4921 Epps Ave) said she was born in Wauchula and lived in Bowling Green, left seven times but always came back because it is special to her. She loves her City and sees it growing. She wants to see her grandchildren help make it better in the future. She has been following her sister (Recreation Supervisor Robinson) and there have been so many City Managers, she thinks that the residents should question themselves. Evidently, (pointing to the Commission) they do not know anything about Bowling Green and come in saying they do not like this, or they do not like that. Maybe the residents need to look themselves in the mirror because it is a waste of time for City Managers to come in, apply for the job, do not stay, or leave for whatever reason. Everyone is bickering back and forth and the City does not continue to grow into the future. Our future is our children, and we need to instill family values in our children. Jaime Blas (4550 Bryan Ave) said he is a volunteer for the City of Bowling Green and he has been here since his day. He says the City has gone through City Managers and he has worked with all of them. The City cannot seem to keep one. Anytime the City has an event, regardless of which one it is, he is there to help. He has had the pleasure of working with Interim City Manager Durrance. She has a lot of heart and learn to do what it takes to run the City. He hears many people complain about their job; they leave and then come back. He wants the City to give her a chance and he is behind her. Finance/HR Manager Gordillo asked for guidance from City Attorney Buhr as her department takes a lot. Both her and Interim City Manager Durrance have an open-door policy. She wanted to know if an employee goes to the Commission and expresses what is going on. She wanted to know if the employee can go to the Commissioners or are they supposed to go to HR first. City Attorney Buhr stated that the employee should go to HR but if they feel like their rights are being violated then they can speak to the Commission. Due to the multiple layers at the City, it alleviates the tension to allow the employees to go to the Commission if they feel like they cannot speak to their supervisor or City management. Vice-Mayor Fite said that the Commission's direct report is Interim City Manager Durrance then they should go to her first. He said that they cannot tell her what to do but let her know what is going on. City Attorney Buhr said everybody knows what to do. He said they can tell her the information they have received but they cannot tell her what to do about an employee. Collette Green (491 Epps Ave) said in a question that the Commissioners cannot talk to each other. City Attorney Buhr confirmed that the Sunshine Law forbids communication between Commissioners when not in a Commission meeting with the public present. Mayor Jones said to bring about clarity, the meeting was established to find out what was going on with the procurement procedures per the ordinance. As well as the Interim City Manager coming up to the ninety (90) days. In the midst of this, HR provided complaints and grievances according to personnel policy. Based on what was said tonight, it was alluded to that it was present. Interim City Manager Durrance said that she was under the impression that the form was created because someone had asked for it and the reason for the meeting tonight. She said that only six (6) employees completed the feedback form and there are more employees than that. Mayor Jones said he was not aware of that and Vice-Mayor Fite asked if it was true. She said she was told they were to create a form for employees to fill out. Finance/HR Manager Gordillo said that employees were asked to give a written statement and an employee volunteered to create the form. She said if she

had it any earlier, she would sent it out, however, she only just received them prior to the meeting. Vice-Mayor Fite said it was a form to evaluate the Interim City Manager. City Attorney Buhr agreed that the process was a little off. He said that there is a meeting with the Commission and they choose the form of the evaluation. He understands why it was done the way it was due to the time constraints. Mayor Jones said that a form is already available that the Commission uses for the City Manager and the Police Chief. City Attorney Buhr said that is correct but the Commission votes on the form they will use for evaluation. He has never seen a ninety (90) day evaluation this formal before. Mayor Jones agreed, and City Attorney Buhr said that he has seen it for a yearly evaluation. He said that there can be discussions about how and why things were done the way they were, however, this was dropped like a bomb on her. Jim Kelly (4640 Bryan Ave and owner of the Herald Advocate) said he has been covering Commission meetings (city, county and school board) for over fifty (50) years and he agrees with the Mayor for calling the meeting to deal with this. But he is concerned the City has City Manager after City Manager which ruining the continuity. He said that Interim City Manager Durrance has a good heart and good ideas. He is concerned for her because she was hired without any municipal experience. He wanted to know if the ninety (90) days could be extended into a month or two to evaluate her. She is going through some personal things, and he is concerned about the employee issues/Commissioners not having information ahead of time. Also, the City Attorney not being apprised of this ahead of time. He encouraged a cooling down period and everybody try to work together to give everyone more time. He addressed Mayor Jones by saying he had a good reason to call the meeting but he is concerned with Commissioners Durastanti and Lunn not being in attendance. He understands the City Manager is the boss of the employees and she does have an open door policy for those who have grievances and complaints. This should be between her and the employee. He is concerned about the City and that the City was willing purchase more real estate by spending hundreds of thousands of dollars. It should be put on the back burner. Instead of building a new city hall and police department, the City needs to get the basic workings of the City first (how the City is being run). He is appalled that Interim City Manager Durrance did not have access to City records. If the City auditor has laid out, then everyone should know about it. He recommended a cooling off period. Carolyn Pasdura (4681 W Palm Dr, Avion Palms) said she took over as treasurer as Avion Palms and worked very hard as the previous one let things go. She said that Interim City Manager Durrance is going to work harder to get her job done than an experienced person because she is a novice. She is going to look at everything so she can do it right and ninety (90) days is not enough. She needs more time; she is also a female with male workers. Ms. Pasdura said she has a similar situation of dealing with male residents at Avion Palms who did not like being told they had to do things a certain way. But they got used to it so these are some of the things the Commission needs to give her a chance. Ms. Pasdura is concerned because she has not been here as long but the City has gone through many City Managers. Some were okay, Mr. Thompson was good but Interim City Manager Durrance will have to be better, but the Commission needs to give her a chance. The employees who do not like it can go find another job. Vice-Mayor Fite stated that Ms. Pasdura got pushback because she was new person in charge. He holds a doctorate-level certification in as Certified Public Manager. He said that he learned managers come and go but change is inevitable. Change for the sake of change is not good. Change for the better is good. If a good City Manager makes a wrong change, then that person must be strong enough to back up and regroup. He told Interim City Manager Durrance when she was interviewed that if she is successful then the Commission is successful. The Commission must uphold and support her not tear her down. He is in the public and interacts with other individuals that have said nothing but good things about her, including Police Chief Scheel. Other contractors have said that she has been a pleasure to work with. The Commission serves the public and they employ the Commission and City employees. If

the public is not happy then the public is not happy. She is the one steering the ship, and all the employees answer to her. He was perplexed with this being brought before the Commission on short notice and the City Attorney not being made aware of it. City Attorney Buhr was aware of the procurement issue, but he did not know about the evaluation packet. Vice-Mayor Fite said it was poor judgement with regards to the packet and not having it presented to the Commission so they could read it. Mayor Jones said that this was not to tear Interim City Manager Durrance down. This was made because she was coming up on the ninety (90) days of her interim status based on a request by the former City Manager. The procurement process and the employee issues were just an awareness because the personnel policy, they went to HR. He said that HR brought them forward. Interim City Manager Durrance said that Finance/HR Manager Gordillo told her that no employees came to HR which was confirmed by Finance/HR Manager Gordillo. She said that no one came to her at first. Interim City Manager Durrance said it was brought to HR after this meeting was called. Finance/HR Manager Gordillo said not after but the concerns had gone to the Commission, that is a misunderstanding. This was to help the Commission know what was going on, to get a statement from the employees which is what she did. The employees did not come to her office personally about these issues. Interim City Manager Durrance asked if all the Commissioners asked her to do that or just one. Vice-Mayor Fite asked Finance/HR Manager Gordillo who told her to get the information. Finance/HR Manager Gordillo said that Mayor Jones had asked her. Vice-Mayor Fite asked if that was above the Commission's statutory authority to direct that to be happening. Mayor Jones said that he did not direct her to do anything, he asked if people came to complain that is why you must go by the personnel policy. Finance/HR Manager Gordillo stated this is why she was asking for guidance of the Commission because she prefers the employees go talk to the City Manager. City Attorney Buhr said there is not reason for people to beat themselves up over it and go on to the next meeting and deal with what needs to be dealt with. It is not right that there are two Commissioner gone and having this conversation. Vice-Mayor Fite made a motion to adjourn the meeting which was seconded by Commissioner Arreola.

Meeting adjourned.

N'Kosi Jones, Mayor

Katherin Kinzel, City Clerk

ORDINANCE NO 2023-03

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA, PROVIDING FOR UTILITY RATES; PROVIDING RECITALS AS TO THE COMMISSION INTENT; AMENDING CHAPTER 38 OF THE CITY CODE, ARTICLE II PORTIONS OF SECTION 38-23 TO AMEND RATEMAKING PROVISIONS OF THE CODE AND TO IMPOSE NEW WATER AND WASTEWATER FACILITY CAPACITY IMPACT FEES; PROVIDING FOR CALCULATING WATER CAPACITY FEES; PROVIDING FOR SEPARATE ACCOUNTS FOR COLLECTED CAPACITY FEES AND PROPER ACCOUNTING AND USAGE THEREOF; PROVIDING NEW RATES FOR CAPACITY FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERROR, CODIFICATION, REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Rural Water Association's ("FRWA") technical staff, in cooperation with the city staff, have completed an evaluation (hereinafter "FRWA Capacity Fee Study") of the necessary fee for reserving capacity in the City's utility system; and,

WHEREAS, the Commission and city staff have reviewed the FRWA Capacity Fee Study and recommendations, and having considered the concerns for impact fees meeting the costs of growth, as well as the valid concerns of developers and need for new growth in the City, have approved a compromise to the FRWA recommendations; and,

WHEREAS, the Commission wishes to now increase the capacity fee rates for new connections to the City as provided herein and in accordance with the City Code and Florida Statutes.

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

SECTION 1. ADOPTION OF FINDINGS. The above recitals represent the legislative findings of the City of Bowling Green, Florida, relative to the provisions of this Ordinance and are incorporated herein by reference.

SECTION 2. AMENDMENT TEXT PROVISIONS OF CITY CODE SECTION 38-23.

Sec. 38-23. Fees, charges and capacity.

(a) **Monthly service rates and charges.**

(1) **Rates.** Water and wastewater rates, charges and deposits not specifically established in this article ~~may be established by resolution of the city commission, and shall be on file in the city clerk's office. Rates, fees and charges already in existence and not specifically established in this article shall continue in effect until such time as the commission modifies them by resolution or ordinance, as deemed appropriate by the commission under the circumstances. Rates, fees and charges established by this article may be changed in the future by resolutions.~~ A procedure to provide for automatic annual increases in water and wastewater usage rates to avoid degradation of city income by inflation, may be established by ~~resolution of the commission.~~

...

(b) **Capacity fees.**

(1) **Policy; calculation.** A capacity fee shall be paid by each ~~applicant to reserve capacity for the applicant's use as otherwise provided herein~~ person seeking to connect to the City water or wastewater system for the first time, or developing a change to an existing structure such that substantially more capacity is required from the City's water or wastewater system. Capacity fees shall be uniform within classes of service. An individual applicant's capacity fees shall be based upon the anticipated average daily water consumption and/or wastewater flow contribution for the type of development or establishment requesting or expanding service to its project as provided herein. When existing structures connected to the system will require an increased water supply and/or sewage capacity, additional capacity fees shall be charged based upon the anticipated increase in flow resulting from the new demand. When existing structures connected to the system use a greater water supply and/or sewage capacity than they were allocated, additional capacity fees shall be charged based upon the increased flow resulting from the additional usage.

(2) **Additional usage.** The amount of additional capacity fees charged for the additional usage at an existing property or building where the change in usage of the property or building will increase water demand substantially may be calculated by the city's engineer and adopted by the commission; or, the average usage for the most recent 12-month period; the city engineer's estimates based on fixture counts; or, historical use at a similar facility, whichever is likely to be closest to the actual addition demand in the opinion of the city. All additional capacity fees shall be paid at the rates in effect at the time of final connection of the utility system to the customer service assembly. ~~shall be based on the three-month rolling average daily water usage and/or wastewater produced for the most recent 12-month period. All additional capacity fees shall be paid at the rates in effect at time of final connection of the utility system to the customer service assembly.~~

(3) The City may charge the costs of the staff, attorney, and engineer for the work necessary to determine capacity charges.

(4) Studies to establish the rates to be used in calculations of future developer capacity fees shall be performed by qualified engineers and/or utility rate analysts and be based on the most recent and localized data reasonably available and applicable. Such capacity fee modifications shall be

by ordinance and shall provide notice to the public as required by law. Once the effective date of the ordinance has passed, the rate shall be effective as applied to any new structure not yet issued a certificate of occupancy (CO).

(5) Enterprise funds. The city shall maintain a separate and distinct enterprise fund for the, accounting, reporting and deposit of water capacity fees.

(6) Water capacity fee use shall be restricted to expenditures for planning, construction and professional services used for development of new potable water treatment plant supply and capacity, land for new capacity, and to pay debt service for the financing of the new facilities, or other purpose allowed by law.

(7) Capacity fee studies and rates are on file with the City's utility billing staff and available upon request.

SECTION 3. CAPACITY FEE INCREASES FOR WATER AND WASTEWATER.

(a) Based on FRWA Capacity Fee Study the City hereby increases its water capacity fee from \$1,000 per EDU to **\$1,500 per ERU.**

(b) Based on FRWA Capacity Fee Study the City hereby increases its wastewater capacity fee from \$3,000 per EDU to **\$3,500 per ERU.**

SECTION 4. SCRIVENER'S ERROR.

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 5. CODIFICATION.

The provisions of Section 2 of this Ordinance shall become and be made part of the Code of the City. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word, etc.

SECTION 6. REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS.

All City codes, ordinances and resolutions or parts of codes, ordinances and resolutions or portions thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY.

If any section, sentence, clause, part, or provision of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective immediately upon passage.

This Ordinance was read for the first time at the ~~regular~~ special session of the City Commission held on 16 February 20 23. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
^{1st} Commissioner Fite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
^{2nd} Commissioner Lunn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Durastanti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Arreola	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<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 Durastanti	<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"/>

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Katherin Kinzel, City Clerk

N’Kosi Jones, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF BOWLING GREEN, FLORIDA PROVIDING FOR INCREASES IN WATER AND SEWER MONTHLY RATES AND PROVIDING FOR ADDITIONAL INCREASES FOR EACH YEAR UNTIL 2025; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR STATUTORY NOTICE AND AN EFFECTIVE DATE.

WHEREAS, the City has experienced significant losses in its water and sewer fund as a result of water and sewer monthly rates too low to reflect current costs of service incurred and those losses have caused the City to use its Utility Reserve Fund to make up the losses in the utility department; and,

WHEREAS, the City has retained utility rate experts at Florida Rural Water Association (“FRWA”) to evaluate the current condition of the City’s utility fund and determine what monthly water and sewer rates would be necessary to reflect the current, and future cost of service to the year 2031, and the FRWA has provided the City with its “Bowling Green S4 Bowling Green FY22 (Recom, New Structure) Fiscal Year: 2022” (hereinafter “FRWA Study” and attached by reference as Exhibit “C”); and

WHEREAS, the City staff and commission have reviewed the FRWA Study and have concluded that the new rates provided in the Attachment “B” are fair, equitable, and reasonably reflect the cost of city water and sewer service through 2025; and

WHEREAS, unless this Ordinance is revoked or amended, new rates will be put in place in conformance to Exhibit “B” each specified year for a full month of service, if possible, in February-March using meter readings occurring at the end of March, or if not based on meter readings, on the same date as the meter readings; and

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

Section 1. Water and Sewer Monthly Rates Increased.

The existing water and sewer utility monthly charges shown in Exhibit “A” shall be increased starting in April, 2023, and shall be increased every year thereafter up to and including year five recommendations according to the schedule shown in as provided in Exhibit "B" attached hereto.

Section 2. Severability. It is the declared intent of the City Commission that, 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, and in doing so, the court shall attempt to adhere to the legislative

intent.

Section 3. 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 4. Notice. The Clerk verifies that notice has been provide the date, time, and place of the meetings of the City at which such increase will be considered, on the utility bills to the customers of the City utility as required in section 180.136 Florida Statutes, in addition to the regular notice required for passing an ordinance.

Section 4. Effective Date. This Ordinance shall take effect immediately upon passage.

=====

This Ordinance was read for the first time at the Regular Meeting of the City Commission held on the 16th day of February, 2023. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
^{1st} Commissioner/Vice/Mayor Fite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
^{2nd} Commissioner Lunn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Durastanti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Arreola	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No	Abstain	Absent
Commissioner/Mayor Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner/Vice-Mayor 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 Durastanti	<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"/>

ATTEST:

CITY OF BOWLING GREEN, FLORIDA

Katherin Kinzel, City Clerk

N’Kosi Jones, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

ATTACHMENT A EXISTING WATER AND SEWER MONTHLY RATES

RESIDENTIAL WATER CHARGE

Category	Rates
Metered Charges	
Base Charge includes 4,000 gallons	\$22.83
4,001 – 8,000	\$4.35 per thousand
8,001 – 12,000	\$4.75 per thousand
12,001 – and UP	\$5.41 per thousand

COMMERCIAL WATER CHARGE

Category	Rates
Metered Charges	
Base Charge includes 4,000 gallons	\$25.13
4,001 – 8,000	\$4.75 per thousand
8,000 - UP	\$5.22 per thousand

RESIDENTIAL WASTEWATER CHARGE

Category	Rates
Base Charge includes 8,000 gallons	\$38.76
8,001 – Up	\$3.76 per thousand

COMMERCIAL WASTEWATER CHARGE

Category	Rates
Base Charge includes 7,000 gallons	\$45.74
7,001 – UP	\$5.32 per thousand

OUT OF CITY RATES

Res Water Rates + 25%
Res Sewer Rates + 25%

Com Water Rates + 25%
Com Sewer Rates + 25%

TAP FEES

WATER

3/4"	\$300.00
1"	\$350.00
1 1/2"	\$450.00
2"	\$600.00
3"	\$800.00

SEWER

4"	\$500.00
6"	\$700.00

Avion Palms: pays a Water base rate of \$22.83 per 234 residents for a total of \$5,342.22 Monthly and a Wastewater base rate of \$38.76 per 234 residents for a total of \$9,069.84 Monthly.

Pioneer Creek: pays a Water base rate of \$18.26 per 208 RV lots and \$22.83 per 169 residential units for a total of \$7,656.47 Monthly and a Wastewater base rate of \$31.01 per 208 RV lots and \$38.76 per 169 residential units for a total of \$13,000.52 Monthly.

ATTACHMENT B

MARCH, 2023-2025 NEW MONTHLY WATER RATES

	2023	2024	2025	2026	2027
Drinking Water					
Residential Single Family					
Base Charges Inside City					
5/8-inch	<u>\$22.83</u>	<u>\$23.97</u>	<u>\$25.17</u>	\$26.43	\$27.75
Base Charges Outside City					
5/8-inch	<u>\$28.54</u>	<u>\$29.97</u>	<u>\$31.47</u>	\$33.04	\$34.69
Usage Charges Inside City					
0 to 4,000 gallons	<u>\$4.14</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
4,001 to 8,000 gallons	<u>\$4.35</u>	<u>\$4.57</u>	<u>\$4.80</u>	\$5.04	\$5.29
8,001 to 12,000 gallons	<u>\$4.75</u>	<u>\$4.99</u>	<u>\$5.24</u>	\$5.50	\$5.77
12,001 gallons or more	<u>\$5.41</u>	<u>\$5.68</u>	<u>\$5.96</u>	\$6.26	\$6.58
Usage Charges Outside City					
0 to 4,000 gallons	<u>\$5.18</u>	<u>\$5.44</u>	<u>\$5.71</u>	\$6.00	\$6.30
4,001 to 8,000 gallons	<u>\$5.44</u>	<u>\$5.71</u>	<u>\$6.00</u>	\$6.30	\$6.61
8,001 to 12,000 gallons	<u>\$5.94</u>	<u>\$6.24</u>	<u>\$6.55</u>	\$6.88	\$7.22
12,001 gallons or more	<u>\$6.76</u>	<u>\$7.10</u>	<u>\$7.45</u>	\$7.83	\$8.22
Commercial					
Base Charges Inside City					
5/8-inch	<u>\$25.13</u>	<u>\$26.39</u>	<u>\$27.71</u>	\$29.09	\$30.55
Base Charges Outside City					
5/8-inch	<u>\$31.41</u>	<u>\$32.98</u>	<u>\$34.63</u>	\$36.36	\$38.18
Usage Charges Inside City					
0 to 4,000 gallons	<u>\$5.18</u>	<u>\$5.44</u>	<u>\$5.71</u>	\$6.00	\$6.30
4,001 to 8,000 gallons	<u>\$5.44</u>	<u>\$5.71</u>	<u>\$6.00</u>	\$6.30	\$6.61
8,001 gallons or more	<u>\$5.94</u>	<u>\$6.24</u>	<u>\$6.55</u>	\$6.88	\$7.22
Usage Charges Outside City					
0 to 4,000 gallons	<u>\$6.48</u>	<u>\$6.80</u>	<u>\$7.14</u>	\$7.50	\$7.88
4,001 to 8,000 gallons	<u>\$6.80</u>	<u>\$7.14</u>	<u>\$7.50</u>	\$7.87	\$8.27
8,001 gallons or more	<u>\$7.43</u>	<u>\$7.80</u>	<u>\$8.19</u>	\$8.60	\$9.03

MARCH, 2023-2025 NEW MONTHLY WATER RATES (Con't)

Drinking Water Cont.	2023	2024	2025	2026	2027
Irrigation Customers					
Base Charges Inside City					
5/8-inch	<u>\$22.83</u>	<u>\$23.97</u>	<u>\$25.17</u>	\$26.43	\$27.75
Base Charges Outside City					
5/8-inch	<u>\$28.54</u>	<u>\$29.97</u>	<u>\$31.47</u>	\$33.04	\$34.69
Usage Charges Inside City					
0 to 4,000 gallons	<u>\$4.14</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
4,001 to 8,000 gallons	<u>\$4.35</u>	<u>\$4.57</u>	<u>\$4.80</u>	\$5.04	\$5.29
8,001 to 12,000 gallons	<u>\$4.75</u>	<u>\$4.99</u>	<u>\$5.24</u>	\$5.50	\$5.77
12,001 gallons or more	<u>\$5.41</u>	<u>\$5.68</u>	<u>\$5.96</u>	\$6.26	\$6.58
Usage Charges Outside City					
0 to 4,000 gallons	<u>\$5.18</u>	<u>\$5.44</u>	<u>\$5.71</u>	\$6.00	\$6.30
4,001 to 8,000 gallons	<u>\$5.44</u>	<u>\$5.71</u>	<u>\$6.00</u>	\$6.30	\$6.61
8,001 to 12,000 gallons	<u>\$5.94</u>	<u>\$6.24</u>	<u>\$6.55</u>	\$6.88	\$7.22
12,001 gallons or more	<u>\$6.76</u>	<u>\$7.10</u>	<u>\$7.45</u>	\$7.83	\$8.22
*Pioneer Creek					
Base Charges Inside City					
5/8-inch	<u>\$22.83</u>	<u>\$19.17</u>	<u>\$20.13</u>	\$21.14	\$22.20
Park Sites 5/8-inch	<u>\$28.54</u>	<u>\$23.97</u>	<u>\$25.17</u>	\$26.43	\$27.75
Usage Charges Inside City					
0 to 4,000 gallons	<u>\$5.18</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
4,001 to 8,000 gallons	<u>\$5.44</u>	<u>\$4.57</u>	<u>\$4.80</u>	\$5.04	\$5.29
8,001 to 12,000 gallons	<u>\$5.94</u>	<u>\$4.99</u>	<u>\$5.24</u>	\$5.50	\$5.77
12,001 gallons or more	<u>\$6.76</u>	<u>\$5.68</u>	<u>\$5.96</u>	\$6.26	\$6.58
**Avion Palm					
Base Charges Inside City					
5/8-inch	<u>\$22.83</u>	<u>\$23.97</u>	<u>\$25.17</u>	\$26.43	\$27.75
Usage Charges Inside City					
0 to 4,000 gallons	<u>\$4.14</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
4,001 to 8,000 gallons	<u>\$4.35</u>	<u>\$4.57</u>	<u>\$4.80</u>	\$5.04	\$5.29
8,001 to 12,000 gallons	<u>\$4.75</u>	<u>\$4.99</u>	<u>\$5.24</u>	\$5.50	\$5.77
12,001 gallons or more	<u>\$5.41</u>	<u>\$5.68</u>	<u>\$5.96</u>	\$6.26	\$6.58

*This scenario establishes Pioneer Creek as a Residential community outside the city limits, however applies a discounted rate due to seasonal residents and because they are a Park facility. They will now pay a base per lot and for usage used. Currently, # of lots is 208 Park (reduced rate) and 169 residential (no reduction). Should facility expand lot or residential sites these numbers will be increased, and monthly bills will reflect increases.

**This scenario established Avon Palms as residential community and established Residential Base Rate plus Usage rate for each resident. Currently # of residents is 234. Should facility expand residential sites these numbers will be increase and monthly bills will reflect increases.

MARCH, 2023-2025 NEW MONTHLY SEWER RATES

	2023	2024	2025	2026	2027
Wastewater					
Residential Single Family					
Base Charges Inside City					
5/8-inch	<u>\$38.76</u>	<u>\$40.70</u>	<u>\$42.73</u>	\$44.87	\$47.11
Base Charges Outside City					
5/8-inch	<u>\$48.45</u>	<u>\$50.87</u>	<u>\$53.42</u>	\$56.09	\$58.89
Usage Charges Inside City					
0 to 5,000 gallons	<u>\$3.38</u>	<u>\$3.55</u>	<u>\$3.73</u>	\$3.91	\$4.11
5,001 to 8,000 gallons	<u>\$3.76</u>	<u>\$3.95</u>	<u>\$4.15</u>	\$4.35	\$4.57
8,001 to 10,000 gallons	<u>\$4.14</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
10,001 gallons or more	<u>\$4.55</u>	<u>\$4.78</u>	<u>\$5.02</u>	\$5.27	\$5.53
Usage Charges Outside City					
0 to 5,000 gallons	<u>\$4.23</u>	<u>\$4.44</u>	<u>\$4.66</u>	\$4.90	\$5.14
5,001 to 8,000 gallons	<u>\$4.70</u>	<u>\$4.94</u>	<u>\$5.18</u>	\$5.44	\$5.71
8,001 to 10,000 gallons	<u>\$5.18</u>	<u>\$5.44</u>	<u>\$5.71</u>	\$6.00	\$6.30
10,001 gallons or more	<u>\$5.31</u>	<u>\$5.58</u>	<u>\$5.85</u>	\$6.15	\$6.45
Commercial					
Base Charges Inside City					
5/8-inch	<u>\$45.74</u>	<u>\$48.03</u>	<u>\$50.43</u>	\$52.95	\$55.60
Base Charges Outside City					
5/8-inch	<u>\$57.18</u>	<u>\$60.04</u>	<u>\$63.04</u>	\$66.19	\$69.50
Usage Charges Inside City					
0 to 5,000 gallons	<u>\$4.79</u>	<u>\$5.03</u>	<u>\$5.28</u>	\$5.55	\$5.82
5,001 to 8,000 gallons	<u>\$5.32</u>	<u>\$5.59</u>	<u>\$5.87</u>	\$6.16	\$6.47
8,001 to 10,000 gallons	<u>\$5.85</u>	<u>\$6.14</u>	<u>\$6.45</u>	\$6.77	\$7.11
10,001 gallons or more	<u>\$6.44</u>	<u>\$6.76</u>	<u>\$7.10</u>	\$7.46	\$7.83
Usage Charges Outside City					
0 to 5,000 gallons	<u>\$5.99</u>	<u>\$6.29</u>	<u>\$6.60</u>	\$6.93	\$7.28
5,001 to 8,000 gallons	<u>\$6.65</u>	<u>\$6.98</u>	<u>\$7.33</u>	\$7.70	\$8.08
8,001 to 10,000 gallons	<u>\$7.31</u>	<u>\$7.68</u>	<u>\$8.06</u>	\$8.46	\$8.89
10,001 gallons or more	<u>\$8.05</u>	<u>\$8.45</u>	<u>\$8.88</u>	\$9.32	\$9.78

MARCH, 2023-2025 NEW MONTHLY SEWER RATES (Con't)

Wastewater Cont.	2023	2024	2025	2026	2027
Sewer Only					
Base Charges Inside City					
5/8-inch	<u>\$38.76</u>	<u>\$40.70</u>	<u>\$42.73</u>	\$44.87	\$47.11
Base Charges Outside City					
5/8-inch	<u>\$48.45</u>	<u>\$50.87</u>	<u>\$53.42</u>	\$56.09	\$58.89
*Pioneer Creek					
Base Charges Inside City					
Park Sites 5/8-inch	<u>\$31.01</u>	<u>\$32.56</u>	<u>\$34.19</u>	\$35.90	\$37.69
5/8-inch	<u>\$38.76</u>	<u>\$40.70</u>	<u>\$42.73</u>	\$44.87	\$47.11
Usage Charges Inside City					
0 to 5,000 gallons	<u>\$3.38</u>	<u>\$3.55</u>	<u>\$3.73</u>	\$3.91	\$4.11
5,001 to 8,000 gallons	<u>\$3.76</u>	<u>\$3.95</u>	<u>\$4.15</u>	\$4.35	\$4.57
8,001 to 10,000 gallons	<u>\$4.14</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
10,001 gallons or more	<u>\$4.55</u>	<u>\$4.78</u>	<u>\$5.02</u>	\$5.27	\$5.53
**Avion Palm					
Base Charges Inside City					
5/8-inch	<u>\$38.76</u>	<u>\$40.70</u>	<u>\$42.73</u>	\$44.87	\$47.11
Usage Charges Inside City					
0 to 5,000 gallons	<u>\$3.38</u>	<u>\$3.55</u>	<u>\$3.73</u>	\$3.91	\$4.11
5,001 to 8,000 gallons	<u>\$3.76</u>	<u>\$3.95</u>	<u>\$4.15</u>	\$4.35	\$4.57
8,001 to 10,000 gallons	<u>\$4.14</u>	<u>\$4.35</u>	<u>\$4.56</u>	\$4.79	\$5.03
10,001 gallons or more	<u>\$4.55</u>	<u>\$4.78</u>	<u>\$5.02</u>	\$5.27	\$5.53

*This scenario establishes Pioneer Creek as a Residential community outside the city limits, however, applies a discounted rate due to seasonal residents and because they are a Park facility. They will now pay a base per lot and for usage used. Currently, # of lots is 208 Park (reduced rate) and 169 residential (no reduction). Should facility expand lot or residential sites these numbers will be increased, and monthly bills will reflect increases.

**This scenario established Avon Palms as residential community and established Residential Base Rate plus Usage rate for each resident. Currently # of residents is 234. Should facility expand residential sites these numbers will be increase and monthly bills will reflect increases.

CITY OF BOWLING GREEN
 P.O. BOX 608
 BOWLING GREEN, FL 33834-0608

18561


PRE-SORTED FIRST
 CLASS
 U.S. POSTAGE PAID
 LAKELAND, FL
 PERMIT #2110

Account Number	Bill From	Bill To		
000026-01	11/15/22	12/15/22		
Previous Balance	Payments			
-1.00	1.00			
Type	Amount	Previous	Current	Usage
WAT	27.18	0	5 A	5000
SF	4.13	0	0	
GAR	32.75	0	0	
SEW	38.76	0	0	
Tax	2.72			

Account Number	Due Date	Amount Due After Due Date	Amount Due By Due Date
000026-01	1/15/2023	128.54	103.54

RETURN THIS STUB WITH PAYMENT

See back for important information about Utility Rate Increases



Return Service Requested

Current Amount	105.54
Amount Due Now	103.54
Pay After 01/15/23	128.54

REBECCA TORRES
 211 S. WASHINGTON AVE
 FORT MADE FL 33841

CUSTOMER:
 REBECCA TORRES
 ADDRESS:
 13 E BANANA ST

PUBLIC NOTICE

Rate increases on Water and Sewer will be considered at the Jan 10th and Feb 14th, Bowling Green Commission Meeting at 104 E. Main St. beginning at 6:30pm.

CITY OF BOWLING GREEN
P.O. BOX 608
BOWLING GREEN, FL 33834-0608

15024


PRE-SORTED FIRST
CLASS
U.S. POSTAGE PAID
LAKELAND, FL
PERMIT #2110

Account Number	Bill From	Bill To		
000640-03	12/15/22	01/15/23		
Previous Balance	Payments			
100.75	100.75			
Type	Amount	Previous	Current	Usage
RWAT	22.83	660	662 A	2000
FSF	4.13	0	0	
RGAR	32.75	0	0	
RSEW	38.76	0	0	
tax	2.28			

Account Number	Due Date	Amount Due After Due Date	Amount Due By Due Date
000640-03	2/15/2023	125.75	100.75

RETURN THIS STUB WITH PAYMENT

See back for important information about Utility Rate Increases

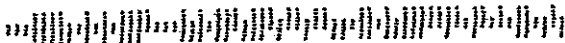


Return Service Requested

Current Amount	100.75
Amount Due Now	100.75
Pay After 02/15/23	125.75

BERTA ROCHA
4820 MYRICK AVE
BOWLING GREEN, FL 33834-6826

CUSTOMER:
BERTA ROCHA
ADDRESS:
4820 MYRICK AVE



PUBLIC NOTICE

Rate increases on Water and Sewer will be considered at the Jan 10th and Feb 14th Bowling Green Commission Meeting at 104 E. Main St. beginning at 6:30pm.

EDA Recreational Grant 19-15-14 COBG Parks

2 messages

Victoria L. Rogers <vrogers@hardeeclerk.com>
To: "cityclerk@bowlinggreenflorida.org" <cityclerk@bowlinggreenflorida.org>
Cc: Pamela Durrance <citymanager@bowlinggreenflorida.org>

Tue, Feb 28, 2023 at 2:23 PM

Katherine,

Attached is the modification and backup, which was approved. I will be sending the original for your council or mayor to sign and approve.

Thanks,

Vickie

Victoria L. Rogers

Hardee County Clerk of the Circuit Court and Comptroller

(863) 773-4174 Direct Extension 7279

PUBLIC NOTICE: Under Florida Law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public record request, do not send electronic mail to this entity. Instead, contact this office by phone (863) 773-4171 or in writing to P.O. Drawer 1749, Wauchula, FL 33873.

 **19-15-14 M2 COBG - PARKS NOT COMPLETE.pdf**
755K

Katherin kinzel <cityclerk@bowlinggreenflorida.org>
To: "Victoria L. Rogers" <vrogers@hardeeclerk.com>

Tue, Feb 28, 2023 at 2:38 PM

Great. Thank you so much.

Katherin Kinzel
City Clerk
City of Bowling Green
104 E Main St
PO Box 608
Bowling Green, FL 33834
863-375-2255 Phone
863-375-3362 Fax

[Quoted text hidden]

**MODIFICATION NUMBER 2 TO RECREATION GRANT AGREEMENT
BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AND THE CITY OF BOWLING GREEN**

This Modification is made and entered into by the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "AUTHORITY") and the **CITY OF BOWLING GREEN** (hereinafter referred to as "COBG"), to modify the Recreation Grant Award Agreement, dated June 23, 2020.

WHEREAS, AUTHORITY and COBG on March 22, 2022, approved Modification Number 1, which funded additional dollars to the project and extended the Agreement until June 22, 2023.

WHEREAS, AUTHORITY and COBG desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

• Additional Funding

1. The parties agree to fund the Recreation Grant Award Agreement (CITY OF BOWLING GREEN-PARKS 19-15-14) dated June 23, 2020, an additional \$35,649.47 to the project. The new total funds for the project will be \$341,258.28.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**CITY OF
BOWLING GREEN**

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____

By:  _____
Russell Melendy, Chair

Date: _____

Date: 2/28/23

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**



BUDGET AMENDMENT FORM

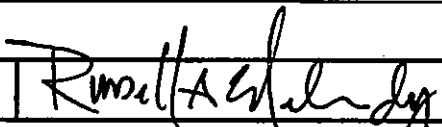
DATE:	2/28/2023	BUDGET NO.:	BA 23-05
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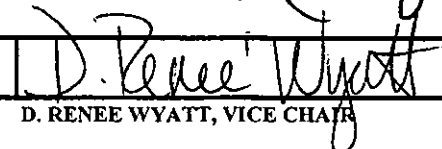
REVENUE LINE ITEMS:			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE

EXPENDITURE LINE ITEMS:			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
004-552-000-03	COBG (19-15-14) PARKS	\$ 35,649.47	

CONTINGENCY:			
ACCOUNT NUMBER	ACCOUNT CLASSIFICATION	INCREASE	DECREASE
004-599-000-0	RESERVE FOR DISBURSEMENT-RECREATION		\$ 35,649.47

JUSTIFICATION:
MODIFICATION OF GRANT 19-15-14 COBG-PARKS-APPROVED 2/28/2023

APPROVED:		DATE:	2/28/2023
RUSSELL MELENDY, CHAIR			

APPROVED:		DATE:	2/28/2023
D. RENEE WYATT, VICE CHAIR			

CITY OFFICIALS
Pamela Durrance, City Manager
Katherin Kinzel City Clerk
John Scheel, Police Chief
Gerald Buhr, City Attorney



COMMISSIONERS
N'Kosi Jones, Mayor
Robert S. Fite Jr., Vice Mayor
David Durastanti
Herbert C. Lunn Jr.
Francisco Arreola

P.O. Box 608, 104 E. Main Street
Bowling Green, FL 33834-0608
(863) 375-2255, Fax (863) 375-3362

HARDEE COUNTY EDA
C/O County Manager's office
412 W. Orange St., Room 103
Wauchula, FL 33873

RE: Amendment to Hardee County EDA Infrastructure Grant Application, Pyatt Park Renovation & Centanino Park improvements. Section III-ENTITIY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY sub section (g).

Hardee County EDA Board,

The City of Bowling Green would like to formally amend our Hardee County EDA Infrastructure Grant Application 2020 Recreation Grant, specifically Section III, subsection (g) adding funds to help with changes made to the original master plan. The master plan changes would be a pickle ball court in the place of a basketball court. The change is requested due to the cost. The original amount requested for a basketball court was \$30,000.00. The bids exceeded the amount of \$350,000.00 for the basketball court. Would also like to add a 14 ft W x 20 ft L pergola, 4 park benches, 4 picnic tables.

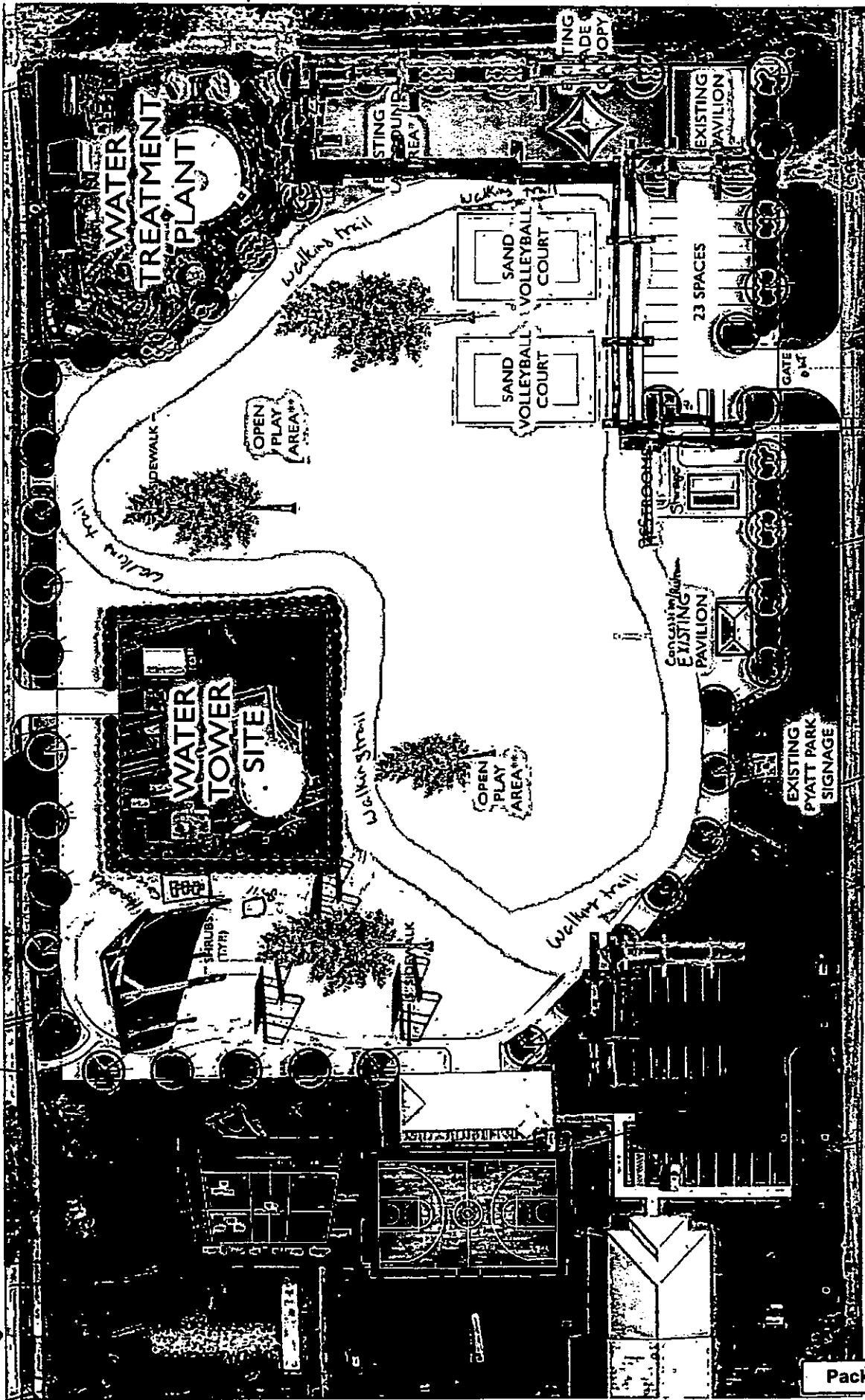
The city would like to ask for additional funding in the amount of \$55,000.00 to help complete the project. The funds will be spent as follows:

- 1 Pergola \$3599.99
- 4 Park Bench \$1186.00
- 4 Picnic tables \$1573.48
- Pickle Ball court \$59290.00

Thank you.

	0.00
3,599.99	+
1,186.00	+
1,573.48	+
59,290.00	+
65,649.47	T
65,649.47	+
30,000.00	-
35,649.47	T

Attachment: COBG Letter (COBG - Recreation Grant Request Change)



Attachment: COBG Proposal (COBG - Recreation Grant Request Change)

SEAN KELEHER A CUT ABOVE LAWN SERVICE, INC. and PEACE RIVER LANDSCAPE & DESIGN, LLC.
 P.O. Box 175
 Wauchula, FL 33873 US
 863-273-0316
 office@acacommercial.com



Estimate

ADDRESS
 City Of Bowling Green
 104 East Main Street
 Bowling Green, Florida
 33834
 United States

ESTIMATE # 1075
 DATE 02/08/2023

Attachment: COBG Proposal (COBG - Recreation Grant Request Change)

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Landscaping	2600 Linear Feet Landscape Buffer; 70 trees 15 gallon- alternate Crape Myrtle and 'Little Gem' Magnolia 730 shrubs 07 gallon alternate Simpson Stopper (approximately 2/3) and Loropetalum (approximately 1/3) Plants and Trees, Selection, Handling, Delivery, Site Preparation, Layout, and Installation.	1	42,000.00	42,000.00
Landscaping	14 Live Oak 5" caliper 18'-20' H x 10' W and 06 triple cabbage palm clusters 16'-20' H spaced strategically throughout the park area for addition of shade. Trees, Selection, Handling, Delivery, Site Preparation, Layout, Installation, and Staking.	1	26,000.00	26,000.00
Irrigation	Landscaping for monument area and for clubhouse sidewalk and entrance area utilizing layered combination of native and colorful plant materials. Designs and/or conceptual drawings to be provided upon request.	1	4,150.00	4,150.00
Landscaping	100 cu.yd. Mini Pine Bark Nugget mulch for buffer areas, freestanding trees, monument area, and clubhouse area. Materials, Handling, Delivery, and Installation.	100	75.00	7,500.00
Irrigation	Low volume, pressure regulated drip irrigation for all buffer areas, landscape areas, and trees as provided in this quote. All stations to	1	9.45	9.45

If you have any question concerning your estimate please feel free to contact Matt Knight @ 863-781-4338.
 We look forward to doing business with you!

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	be pressure regulated and we will provide in line filter for each station. All commercial grade materials to be used. Materials, Handling, Delivery, and Installation.			
Landscaping	825 Lin Ft 3 board fence 48" H with face board.	1	13,975.00	13,975.00
Landscaping	Remove and reinstall 100 lin ft of 9 gauge chain link fence, Repair existing chain link fence where applicable for water treatment and water tower areas, Install 250 lin ft of new 6 ft H 9 gauge chain link fence with barbed wire on top. Materials, Handling, Delivery, and Installation.	1	11,575.00	11,575.00
Landscaping	Install 6' x 4' walk gate and 6' x 10' drive gate at water treatment plant. One each. Materials, Handling, Delivery, and Installation.	1	960.00	960.00
Landscaping	Installation of 06 wood bollards in front of existing pavilion area. Will utilize existing telephone poles that are on site. Handling and Installation of Materials.	1	120.00	120.00
Landscaping	Two pickleball court with 60' x 60' asphalt pad, 5" shell base, 2 nets and 2 sets of poles, 8 foot chain link fence completely around courts, 1 gate 8' x 4', fence color to match net post (black or green), two coats each of resurfacer with silica sand and fortified color concentrate to be applied. Materials, Handling, Delivery, and Installation.	1	59,290.00	59,290.00
Landscaping	Fill dirt can be provided and spread/ laser leveled for \$475 per load.	1		0.00
Landscaping	Walk path Walk Path length, width, and materials used to be determined. Price for provision of materials and construction can be provided after more details are determined.	1	0.00	0.00
Landscaping	50 x 80 Sand volleyball court. Remove 12 inches of existing soil and haul off site. Provide and Install 12-14 inches of bright white sand. Provide and install commercial grade volleyball net with adjustable base, beach volleyball net, 2" beach court boundary line markers, and beach pole padding. Materials, Handling, Delivery, and Installation.	1	19,820.00	19,820.00
Landscaping	Walking trail; Shape and mark out trail, Scrape 3" top soil overburden and haul off site, Install 3" of mini pine bark nugget for walking surface. Materials, Handling, Delivery, and Installation.	1	11,500.00	11,500.00
Landscaping	Laser leveling of soccer field at Centanino Park. 7-8 loads of clean fill dirt and leveling.	1	9,400.00	9,400.00
Landscaping	Re-surfacing of 67 x 120 tennis court. Materials, Handling, Delivery, and Installation.	1	16,000.00	16,000.00

Attachment: COBG Proposal (COBG - Recreation Grant Request Change)

If you have any question concerning your estimate please feel free to contact Matt Knight @ 863-781-4338.

We look forward to doing business with you!

7.A.1.b

TOTAL

\$222,299.45

Accepted By

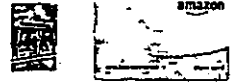
Accepted Date

Attachment: COBG Proposal (COBG - Recreation Grant Request Change)

If you have any question concerning your estimate please feel free to contact Matt Knight @ 863-781-4338.
We look forwarded to doing business with you!

Pay ~~\$6,359.47~~ \$6,349.47 for this order. Get a \$10 Amazon Gift Card instantly upon approval for the Amazon Store Card.

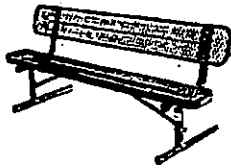
Learn more



Part of your order qualifies for FREE Shipping. Choose this option at checkout. See details

Shopping Cart

Price



CoatedOutdoorFurniture B6WBP-BLK Heavy Duty Park Bench with

\$593.00

In Stock
Shipped from: Coated Outdoor Furniture
Gift options not available. Learn more
Size: 6 Ft, With Back Portable
Color: Black

Qty: 2 Delete Save for later

Compare with similar items



MELLCOM 14' x 20' Hardtop Gazebo, Galvanized Steel Metal

\$3,599.99

Only 18 left in stock - order soon.
Shipped from: HOMMOW
Gift options not available. Learn more
Material Type: Brown Aluminum Frame
Size: 14'x20'

Qty: 1 Delete Save for later



Norwood Commercial Furniture Blow- Molded Plastic Picnic Table,

\$393.37

In Stock
Eligible for FREE Shipping
Gift options not available. Learn more
Size: 1-(Pack)

Qty: 4 Delete Save for later

Compare with similar items

Subtotal (7 items): \$6,359.47

Subtotal (7 items): \$6,359.47

Proceed to checkout

Your recently viewed items



12' x 20' Hardtop... 203

\$2,924.99
Save \$155.00 with coupon

Add to Cart



MELLCOM 12' x 20' Hardtop... 1,038

\$2,799.99
Only 18 left in stock - ord...

Add to Cart



EROMMY 12'x16' Hardtop Gazebo Dou... 1,055

\$899.99 - \$2,799.99
See all buying options



Domi Outdoor Living... 308

\$2,899.99
Save \$200.00 with coupon

Add to Cart

Attachment: COBG Proposal (COBG - Recreation Grant Request Change)

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.

Products related to items in your cart

UTILITY SERVICE AGREEMENT

BETWEEN

CITY OF BOWLING GREEN, FLORIDA

AND

PEACE RANCH, LLC

FOR

Peace River RV

AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of MARCH 2023, by and between Peace Ranch LLC, a Florida limited liability company, whose business address is 1520 E County Line Rd., Bowling Green, FL 33834, and its successors and assigns (hereinafter referred to as "**Developer**"), and The City of Bowling Green whose business address is 104 E. Main Street, Bowling Green, Florida 33834, and its successors and assigns (hereinafter referred to as "**City**").

RECITALS

1. Developer owns the land located outside the boundaries of the City of Bowling Green, as described herein, which property is more particularly described in Exhibit "A," attached hereto and made a part hereof (the "**Property**"), and Developer has provided a site plan, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, showing the manner in which it intends to develop the Property ("**Project**"); and

2. Developer is desirous of having available to the Project the City's central potable water and wastewater system provided to the Project; and

3. The City is willing to provide, in accordance with the provisions of this Agreement, City code, and the City Specifications, potable water and wastewater service to the Project in the manner provided herein; and

4. The City has determined that in order to prevent the costs of the Project from being paid by existing City residents, Developer or its assigns shall pay a capacity fee for each structure being built at the time that a building permit for such structure is applied for and shall pay the capacity fee in place at the time the permit is requested. The City Code currently requires capacity fees, but an amount has not yet been determined. A fee study has been commissioned, and will be in place and shall be paid by Developer prior to service being rendered; and,

5. The City requires that all new development pay all costs associated with those developments, including the City's administrative costs, professional fees including those for assistance in planning, engineering, and legal, and that the new developments minimize economic and environmental externalities on existing residents of the City, and the Developer agrees to pay all such costs; and,

6. The City has entered into a Grant Award Agreement (the "**Grant**") with the Hardee County Economic Development Authority, dated August 16, 2022, in the total amount of \$752,330.00 (the "**Grant Amount**"), to fund the installation (including engineering design, permitting, inspection, construction and other costs as set forth in the Grant) of improvements to extend the City's Utility System to the Property as provided in engineering drawings approved by the City (the "**Approved Engineering Drawings**"); and

7. The Developer and City have agreed that the Developer shall enter into a construction agreement with an appropriately licensed contractor approved by the City (the "**Contractor**") to permit and construct the Utility Improvements (the "**Project Costs**") according to the Approved Engineering Drawings; and

8. The City has agreed to pay the Project Costs from the Grant directly to Contractor pursuant to the provisions of the construction agreement, not to exceed the Grant Amount; and

9. The Developer has agreed to pay all Project Costs (the “Additional Costs”) that exceed the Grant Amount, provided that the City has agreed to petition the Hardee County Economic Development Authority to increase the amount of the Grant Amount to pay any change orders or additional costs reasonably determined to be necessary to complete the Utility Improvements. If the Hardee County Economic Development Authority declines, in whole or part, to increase Grant Amount to include the Additional Costs, the Developer shall pay the balance of the Additional Costs.

10. The Property is currently not contiguous to the existing City boundaries, and the Developer has agreed to annex the Property into the City when annexation is lawful and is aware that failure to do so could allow the City to withdraw utility service from the Property.

Now, therefore, Developer and City therefore agree as follows:

RECITALS AND EXHIBITS PART OF AGREEMENT

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

SECTION 1
DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning or unless they are contradicted by City ordinance or State law:

- 1.1 **Connection Point** - means that point in the City Utility System where the Developer will be allowed to connect its on-site or off-site facilities to the City Utility System. Master water meter and wastewater pumping station shall be placed in an easement on the Property well off the right of way of roads and protected against traffic. The Connection Point shall be clearly called out in the Approved Engineering Drawings.
- 1.2 **City Specifications** – means the most recent version of the City’s written specifications for utility facility design and construction specifications, if any, as well as any written specifications by the City, or supplements to previous specifications. Developer and the Contractor shall comply with the Specifications unless written approval for deviation is granted by the City. Even minor deviations shall be a material breach of this Agreement and may subject the Project to a refusal to serve by the City.
- 1.3 **City Utility System** – A system of existing City water and wastewater treatment facilities, water mains and sewer gravity and force mains and pumping stations, water and wastewater service lines, wastewater laterals, and related or accessory equipment and facilities.

- 1.4 Point of Delivery - the point where the pipes or meters of City will connect to the pipes of the Developer or, in the case of subdivisions, the consumer. Unless otherwise indicated, the Point of Delivery shall be at the Connection Point.
- 1.5 Project – the proposed improvements to the Property by the Developer.
- 1.6 Property - all the lands legally described in Exhibit “A”.
- 1.7 Site Plan – an engineering drawing showing the proposed improvements to be constructed on the Property as set forth in “Exhibit B” attached hereto and made a part hereof necessary to complete the Project.
- 1.8 Utility Improvements - unless otherwise described herein, shall mean all potable water and wastewater improvements to be constructed by Developer and owned and maintained by the City according to this Agreement. The term “**On-Site Utility Improvements**” means and includes all Utility Improvements constructed within the boundaries of Developer’s Property, providing a network of potable water and wastewater mains and services necessary to serve the Project, but specifically excludes all potable service lines on the upstream side of the City master water meter and downstream from the wastewater pumping station shown on the Approved Engineering Drawings. The term “**Off-Site Utility Improvements**” means and includes all Utility Improvements constructed on the upstream side of the master water meter and customer-side invert of the wastewater pumping station and outside of the boundaries of Developer’s Property, that serve to connect the On-Site Utility Improvements to the City Utility System, including, without limitation, extensions of the City Utility System, the master wastewater lift station, the water meter, and the upstream side of the master water meter assembly, that are necessary to serve the Project. The backflow preventor shall be part of On-Site Utility Improvements, owned and maintain by the Developer pursuant to City Code and state law, but the make, model and installation specifications shall be as provided by the City. Notwithstanding the foregoing, Off-Site Utility Improvements excludes all improvements rejected for ownership, operation, and maintenance by City because of use of construction or materials not approved by the City, or as otherwise designated on the Project’s Approved Engineering Drawings as being owned, operated, and maintained by persons or entities other than City.

SECTION 2 – EASEMENTS

- 2.1 Grant of Easements and Exclusive Right to Serve. Developer grants and gives to City as a prerequisite to utility service, and subject to the terms of this Agreement, the exclusive right or privilege to construct, install, own, maintain, expand, and operate the Utility Improvements in, under, upon, over and across a legally described portion of the Property that the City deems necessary or prudent to serve the Property. The City requires that the Developer also grant to the City, a written perpetual legally described utility easement over all Property upon which Utility Improvements are constructed as identified in the Site Plan. Such easement shall be substantially in the form as attached hereto in Exhibit “C”.

2.2 Interested Parties – Developer shall obtain the full completion and execution of Exhibit “D” “Subordination of Interest in Property by Interested Parties” attached hereto and made a part hereof for the purpose of subordinating the interests in the Property in favor of the CITY’s rights in this Agreement, including without limitation mortgage and lien rights. Developer warrants that the persons executing Exhibit “D” are all persons having a mortgage or other lien interest in the Property superior to the City’s easements as required herein, other than the Developer, whether such party is a mortgagee, secured lien holder, tenant or otherwise.

2.3 Rights of Ingress and Egress. In addition to the written grant described above, the Developer agrees that it grants the City the right of ingress and egress to any part of the Property for observing matters which may relate to the provision of Utility Services, including without limitation, potential infiltration, inflow, and undisclosed connections. The foregoing grants shall be for such period of time as and to the fullest extent that City or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation, and repair service of the Utility Improvements and service to the Project, except that the City shall obtain prior permission to enter private buildings.

2.4 Errors in Line Locations. City and Developer shall use due diligence in ascertaining all easement locations; however, should City or Developer install any of the Utility Improvements outside a dedicated easement area or in a location different from the approved Construction Drawings, City will not be required to move or relocate any Utility Improvements lying outside a dedicated easement area, or private easement area conveyed by express grant, so long as the Utility Improvements do not interfere with the then or proposed use of the area in which the Utility Improvements have been installed, and so long as City obtains a private easement for such line location, which Developer will grant without cost to City if it is within Developer’s reasonable power to make such grant. Should City be obligated to relocate any such Utility Improvements installed by Developer, then Developer shall reimburse to City, City’s costs reasonably incurred in connection with such relocation.

2.5 Utilization of Easement Grants. City agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of municipalities with respect to the operation of all such utilities in any of the easement areas to serve the Property; and that Developer or Developer’s successors or assigns shall, pursuant to the terms of this Agreement, have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the Property any utility services other than water, wastewater, or reclaimed water, except that such other easements shall not require the relocation or otherwise interfere in any way with the City Utility System.

SECTION 3 GENERAL COVENANTS BETWEEN THE PARTIES

3.1 General Agreement to Serve Project. Upon the completion of construction of all Utility Improvements by Developer; the inspection and acceptance by City of those Utility Improvements and other potable water and wastewater improvements as provided herein; compliance with all City ordinances regarding utility service as amended from time-to-time; approval from the Florida Department of Environmental Protection (FDEP) to place Utility

Improvements into service; and subject to and in compliance with the other terms and limitations in this Agreement; payment of all fees and charges including without limitation City fees, meter fees, and/or tap fees (as shown in Exhibit "D"), and reimbursement for professional charges as provided in this Agreement; completion of all title work and other documentation for transfer of Utility Improvements that the City agrees to own to the City, City covenants and agrees that it will authorize Developer to connect the new Utility Improvements installed by Developer to the central facilities of City, and will provide potable water and wastewater services in accordance with City ordinances as amended from time-to-time and this Agreement.

3.2 Developer's Control of Property. Developer represents to the City that Developer owns the Property. If there is a mortgage or other lien against the Property granting third parties any type of right of foreclosure or transfer of the Property to a third party, the Developer agrees that such mortgagee or lienholder must execute a Subordination of Interest generally in the form reflected in the attached Exhibit "D".

3.3 Payment & Deposit for City's Costs. The Developer agrees to pay all costs of the City expended on behalf of the Developer, whether directly, or indirectly related to the Project. The City Manager shall, in his sole discretion, establish, increase, or decrease a deposit amount based on the estimated costs for a three (3) month billing cycle. The Developer shall be responsible for payment of the deposit and adjustments thereto, and in addition, shall pay the billed costs each month within fifteen days of receipt of the bill, or the City shall have cause to stop all work on behalf of the Developer regardless of the amount of the deposit. The charges shall cease when all professional services to the City related to this Project have ceased, including all documentation.

3.3.1 Appeal. The Developer shall have thirty (30) days from the date of receipt of a bill for the City's costs to appeal charges to City Commission ("Commission"), by submitting a written request for a hearing by the Commission or shall waive the right to appeal that expense. If the Developer prevails at said hearing, the bill shall be adjusted in accordance with the Commission decision. If the Developer fails to prevail or is dissatisfied with adjustments given by the Commission, it must appeal that administrative decision to a court of competent jurisdiction according to applicable law or waive the right to appeal that expense. The City may cease work of that type or of that professional in question until the issue of validity of that type of expense is finally resolved by the Commission or court. The billed expense(s) in question must be paid regardless of the appeal, subject to refund, without interest.

SECTION 4 – UTILITY IMPROVEMENT SPECIFIC REQUIREMENTS

4.1 On-Site Utility Improvements:

4.1.1 Developer's Obligation to Construct Utility Improvements. Developer agrees to construct all On-Site and Off-Site Utility Improvements to City Specifications and at Developer's own expense. The Off-site Utility Improvements may be paid by the Grant as provided in this Agreement.

4.1.2 Engineering Design Plans. Developer has submitted and the City is reviewing the engineering drawings prepared and sealed by a professional engineer registered in the State of Florida showing the construction plans for all Utility Improvements, On-Site or Off-Site (shaded or otherwise identified as Developer constructed improvements), including Connection Points approved by the City, meter assemblies and taps (meter provided by City at Developer's expense), backflow prevention devices specified by the City as to type, brand, size, and location, and otherwise in accordance with the City's Specifications and City's Cross Connection Control Ordinance. Once approved in writing by the City's engineer, the City Manager and City Attorney, the engineering drawings will be the Approved Engineering Drawings, subject to any necessary modifications approved in writing by the same City representatives.

4.1.2.1 Off-Site Utility Improvements to Be Owned By City. The Offsite Utility Improvements shall be constructed by Developer as provided herein pursuant to the Approved Engineering Drawings and then title granted to the City for ownership and maintenance thereafter. The Point of Delivery shall be the master water meter and the customer's invert into the wastewater lift station, respectively, which shall be placed as reflected in the location reflected in the Approved Engineering Drawings. The Developer shall convey to the City all Utility Improvements the City agrees to accept for ownership.

4.1.2.2 RV Wastewater Dump Station. Developer shall provide City with analyses of the strength of CBOD, TKN, Ammonia and TSS for similar dump stations consistently in use (the "**Baseline Analysis**") in order for the City to ascertain its ability and costs associated with accepting such wastes. The City also reserves the right to sample and analyze Developer's station at Developer's expense at least annually for 2 years once full capacity has been achieved and adjust charges if higher strength wastewater is discovered. The City is contractually prohibited from accepting industrial wastewater. If Developer's RV Wastewater Dump Station wastes are classified as industrial wastewater, the Developer shall not discharge such wastewater to the City and the City will seek approval from the City of Wauchula and Mosaic to accept Developer's wastes, and if any of them reject the city's acceptance of the wastewater, or if the wastewater otherwise jeopardizes the City's use of its effluent disposal system through its contracts with Hardee County, Wauchula or Mosaic Developer will be required to use other means of disposal of such RV Wastewater Dump Station wastewater, and not discharge such wastewater to the City. The City reserves the right to charge Developer and its assigns any additional cost of treating or disposing of the Dump Station wastewater beyond the cost of residential wastewater.

4.1.3 Deviations in Site Plan or Engineering Plans and Specifications must be Pre-Approved. Developer shall submit four (4) hard copies and one (1) digital copy, in "Auto-CAD" format and PDF disk, layered per utility specifications, of such utility plans and specifications to City's engineer and shall be subject to the approval of City. No construction shall commence until City has approved such plans and specifications in writing. Developer shall pay City's costs and expenses in reviewing all such plans and specifications submitted by Developer. After written approval, no modifications to the Site Plan or Approved Engineering Drawings shall be made without the specific written approval of such modifications by the City.

4.1.4 Construction of On-Site Utility Improvements. After the City's approval of the Site Plan and Approved Engineering Drawings, Developer shall cause to be constructed, at Developer's own cost and expense, the On-site Utility Improvements as shown on the plans and specifications approved by the City Approved Engineering Drawings, and otherwise in accordance with the City's Specifications, as well as other potable water and wastewater On-Site Utility Improvements necessary to connect the Project's individual units. Developer will submit appropriate details and shop drawings to the City for review prior to construction of any equipment such as pumping stations or devices, even if such equipment is not to be owned or maintained by the City. Developer further represents and warrants that said Utility Improvements furnished by it shall be constructed and installed in a manner satisfactory to and meeting the approval of all applicable public, governmental, or other agencies having supervision, regulation, direction and control of such Utility Improvements and services rendered in connection therewith. All construction of Utility Improvements to be constructed or installed by Developer hereunder shall be done by contractors approved in advance by City as competent to perform such work. City's approval of such contractors shall not be unreasonably withheld.

4.1.4.1 Proceeding in Construction without Proper Approvals. The Developer acknowledges and agrees that should any portion of the construction of Utility Improvements be done without prior approval and signatures of the following persons, such construction is done at the Developer's sole risk that the City will refuse to allow such Utility Improvements to be connected to the City or be owned by the City. Signatures required on "authorization to commence construction of Utility Improvements" (Exhibit "F") include the City Manager and the City's engineer.

4.1.5 Post-Construction Assurances. After completion of construction and prior to approval of the Utility Improvements by City, Developer agrees to furnish to City: a) five (5) sets of record drawings plus a copy in PDF format, signed and sealed by the Engineer of Record, showing specific locations, depth, and other appropriate details of all Utility Improvements along with the "as built" drawings which have been sealed by the surveyor; b) an overlay Mylar showing actual easements granted by Developer and certified by the surveyor to ensure that as-built lines were constructed within easements; c) as-builts (with easements) on "Auto-CAD" disk, layered per utility specifications, and including Global Positioning System ("GPS") coordinates for all valves; d) the results of bacteriological tests of the installed potable water lines approved by the appropriate regulatory agency; f) the written results of pressure tests of all mains, services and laterals to be pressurized when in service; and, g) clearance from FDEP to place Utility Improvements into service. When layered over utility mains layer, the easement layer shall clearly show the verified as-built locations of all Off-Site Utility Improvements to be roughly centered within the easement. After inspection and acceptance evidenced by the City's Certificate of Acceptance, City agrees to maintain the Off-Site Utility Improvements as they are completed by Developer and title turned over with required documentation as provided in this Agreement. Developer shall indemnify and hold City harmless from and in respect of any repairs or replacements required to be made to Utility Improvements accepted by the City to be owned and maintained by the City as shown on the Approved Engineering Drawings for a period of two years from the date the City accepts the Off-Site Utility Improvements for ownership. Such acceptance shall not be issued until all accounts owed by Developer or its agents or contractors are paid in full, all inspections have yielded acceptable results according to the City inspectors

and City engineers, proper title and documentation are provided, and the Project have been completed such that the Utility Improvements, in the City's sole discretion, are operating successfully under demand and use conditions.

4.1.6 Meter Installation; Final Approval for Utility Service. Developer shall be required to pay the applicable charge (as set by City from time to time) for the water or wastewater meter(s) and meter installation of sufficient capacity for the Project. Pre-approved construction water meter(s) may be installed by the City at the Developer's expense on a protected standpipe above ground and shall not be installed in a meter box. Final service meter(s) will be installed by the City after all post-construction Assurances have been fulfilled and the Developer has been issued a "Final Approval for Utility Service" (Exhibit "G") signed by the same persons as in "Authorization to Commence Construction of Utility Improvements" (Exhibit "F") described above.

4.1.7 Inspection of Work. During the construction of the Utility Improvements by Developer, Developer's engineer shall inspect the materials and equipment to be installed as the Utility Improvements prior to installation, inspect for proper installation of Utility Improvements by the contractor, and when construction is completed, shall observe the standard tests for pressure up to and including curb stops, exfiltration, fill, cover, line and grade, and all other reasonable engineering tests useful for determining whether the Utility Improvements or other improvements have been installed in accordance with this Agreement, the Approved Engineering Drawings, good engineering practices, City's Specifications, and City's written requirements for said testing specific to this Project. City shall have the right but is not obligated to review and observe such installations and testing at Developer's expense to determine compliance with the Approved Engineering Drawings and City Specifications but shall not review or be deemed to have reviewed, the safety practices of the Developer or its agents or contractors. City shall not supervise the construction or control the safety practices or quality of the installation and shall not be deemed to have done so by its conduct of observing and reviewing the installation and testing, and such inspections and observations by City shall not be claimed by the Developer as a defense or excuse for any action or claim by City for Developer's failure to properly install or test the Utility Improvements or comply with City Code or this Agreement. The Developer acknowledges and agrees that any materials or equipment installed without providing a reasonable opportunity for City inspection shall be fully uncovered for such inspection or refused for service and perpetual ownership by the City, if applicable.

4.1.7.1 Developer's engineer shall coordinate construction or preconstruction meetings with the City, the City's Engineer, and its own engineer at meaningful times prior to and during construction and shall closely coordinate all testing dates with City, City Engineer, and its own engineer. Developer agrees to pay to City, or City's authorized contractor(s) or agent(s), a reasonable sum to cover the cost of inspection of installations made by Developer or Developer's contractor(s) or agent(s), which charge shall be consistent with such charges made by City to others, depending on the size and complexity of the Project shall place a deposit for such charges as required by the City. Portions of such costs may be paid by the Grant if provided in the Grant agreement. Any portion not paid by Grant proceeds shall nevertheless be charged to the Developer and be the sole responsibility of the Developer.

4.1.8 Transfer of Title. Prior to the rendering of service by City, Developer shall convey to City, by itemized bill of sale in form satisfactory to the City Attorney, the Utility Improvements as constructed by Developer and approved for ownership by City as reflected in the Approved Engineering Drawings, free and clear of all liens or encumbrances of any form. Developer shall execute all documents necessary to ensure that the Utility Improvements are free and clear of all said liens or encumbrances to the satisfaction of City's legal counsel. Approved exceptions to title shall include, if applicable, only:

4.1.8.1 Restrictions set out in the recorded plat of the subdivision approved by the City for the Property;

4.1.8.2 Easements for utilities and drainage set out in such recorded plat of the subdivision; provided, however, that none of the restrictions or easements set out in such recorded plat of subdivision shall prevent, hinder, or restrict the present use of the Property or the City's ability to provide utility service or use and enjoy easements granted to the City by Developer;

4.1.8.3 Standard restrictions of record (except liens, encumbrances, or mortgages) that do not impair, restrict, or inhibit the City's ability to provide utility service or use and enjoy easements granted to the City by Developer, and are not coupled with a forfeiture or reversionary provision, and,

4.1.8.4 All laws, ordinances, and governmental regulations, including without limitation, all applicable building, zoning, land use and environmental ordinances, regulations, restrictions, and other requirements, none of which will prevent or hinder the City's ability to provide utility service or use and enjoy easements granted to the City by Developer.

SECTION 5.

RIGHT OF REFUSAL TO SERVE/ COMPLIANCE A PREREQUISITE /ANNEXATION COVENANT A REQUIREMENT

5.1 Compliance by the Developer with this Agreement, all City ordinances, and with all regulations of all state, local and federal agencies is a prerequisite to City's duties, covenants, or obligation to serve all or any portion of the Project hereunder. None of the provisions of this Agreement shall be deemed to amend, modify, or otherwise change the provisions of any such ordinance or regulation of the City or any other governmental agency. City shall have the right to refuse to provide service, the right to terminate service to the Project, and the right to terminate this Agreement in the event Developer fails to comply with any of the terms and conditions of this Agreement in a timely manner. Time is of the essence.

5.1.1 Developer and its Assigns Obligation to Perpetually Maintain On-Site Utility Improvements. As part of its obligations to comply with the laws, Developer and its assigns shall perpetually maintain the On-Site Utility Improvements or Off-site Utility Improvements not deeded over to the City, such that;

5.1.1.1 The water mains do not lose excessive amounts of water through leaks beyond amounts considered appropriate by the State of Florida Water Management District; and,

5.1.1.2 The wastewater system does not allow excessive inflow and infiltration amounts beyond amounts established by the governing agency (whether it be the Water Management District, Florida Department of Environmental Protection or another state or regional agency), and if no State of Florida governing agency establishes such standard, then the standard shall be the wastewater utility industry engineering standard recognized in the State of Florida.

5.2 Annexation Required. The Developer, as the owner of the Property, agrees to annex said Property when such annexation, in the sole, unfettered opinion of the City, is lawful and prudent to be annexed. To accomplish that future annexation, Developer agrees to execute Exhibit "H" as part of this Agreement, suitable for recording. In the event that any court of competent jurisdiction fails to enforce the Agreement to Annex, the City may choose to terminate or refuse to provide utility service to the Property, or any portion thereof. As to this Section only, the Developer, or its assigns, agrees to pay the City's reasonable attorney fees and costs for enforcing the Agreement to Annex should Developer or its assigns refuse or fail to perform in accordance with the Agreement to Annex. However, Developer shall not be liable for attorney's fees incurred as a result of a third-party challenge to the Agreement to Annex. The execution and recording of the Agreement to Annex are conditions preceding any obligation by City to provide water or wastewater service to the Property.

SECTION 6
EFFECT OF THIS AGREEMENT ON PRIOR AGREEMENTS
AND METHOD OF AMENDMENT

This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and City, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Developer and City. No additions, alterations, or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

SECTION 7
LAWS OF FLORIDA TO GOVERN / VENUE

This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Hardee County, Florida, and the parties agree to waive any right to jury trial.

SECTION 8
SECTION HEADINGS FOR CONVENIENCE ONLY

Section headings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they shall be disregarded in construing the provisions of this Agreement.

SECTION 9
WARRANTY OF AUTHORITY TO EXECUTE AGREEMENT

The signature of any person to this Agreement shall be deemed representation and personal warranty by that person that he/she has the power and authority to bind any corporation or partnership or any other business entity for which he purports to act.

SECTION 10
DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms-length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

SECTION 11
DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12
CONFLICT WITH LAWS

In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order.

SECTION 13
SAVING CLAUSE

In the event that any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate, and except as provided by City ordinance resolution or rules and regulations, the rights and duties of the parties shall cease, and the City shall refund Developer's remaining, unused fees.

SECTION 14

NOTICE; PROPER FORM

Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the addresses stated at the top of this Agreement.

The remainder of this page is intentionally left blank

DEVELOPER

Signed, sealed and delivered before these witnesses:

PEACE RANCH LLC

Joni Smith
(Signed)

By: [Signature]

Joni Smith
(Printed)

Its: OWNER

[Signature]
(Signed)

Virginia Gardillo
(Printed)

STATE OF FLORIDA
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of March, 2023, by **Jonathan Solin**, as **Manager** of **PEACE RANCH LLC**, a Florida limited liability company.

WITNESSETH my hand and official seal in the state and county named below.



CANDICE F. TORRES
Notary Public
State of Florida
Comm# HH284779
Expires 7/6/2026

Notary Public, State of Florida, County of Hardee
Signature: [Signature]
Printed name: Candice Torres
Commission No. HH284779
My Commission Expires: 7/6/2026

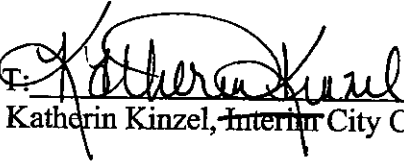
Personally Known, OR Produced Identification
Type of Identification Produced _____

CITY OF BOWLING GREEN

[SEAL]

**CITY OF BOWLING GREEN,
FLORIDA,**

ATTEST:


Katherin Kinzel, ~~Interim~~ City Clerk

By: _____
~~Duane Gardner, Mayor~~
N'Kosi Jones

APPROVED AS
TO FORM:

Gerald T. Buhr, City Attorney

This Agreement Approved on this ____ day of _____, 20____, at a regular
special session of the City Commission. The vote was as follows:

Yes No Abstain Absent

Commissioner/Mayor Jones

Commissioner/Vice Mayor Fite

Commissioner Durastanti

Commissioner Lunn

Commissioner Arreola

Description

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 7 Township 33 South, Range 23 East, Hardee County, Florida. Thence S 89°43'21" E along the North line of the NW 1/4 of Section 3, a distance of 431.21 feet. Thence South 89°25'14" E a distance of 75.00 feet to a point on the Southern Right of Way line of State Road 664 and the Right of Beginning. Thence South 89°13'51" E along the said Southern Right of Way line a distance of 529.87 feet to the corner line of Peace River. Thence Southerly along the centerline of Peace River to a point 128.84 feet South of the North line of the NW 1/4 of Section 3. Thence N 89°43'21" West parallel with the North line of the NW 1/4 of Section 3, a distance of 649.51 feet to a point on the East line of the West 1/2 of the West 1/2 of the East 1/2 of Section 3. Thence S 89°25'14" W along said line a distance of 337.25 feet. Thence S 89°43'21" E a distance of 150.00 feet. Thence N 00°25'14" W a distance of 376.46 feet to the Point of Beginning.

AND

Parcel 1

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 23 East, Hardee County, Florida, thence South 89°13'51" East along the North line of the NW 1/4 of said Section 3 a distance of 431.21 feet. Thence South 89°25'14" East a distance of 135.46 feet; thence North 89°43'21" West a distance of 100.00 feet; thence North 09°24'17" West a distance of 710.00 feet to the SE corner of the NW 1/4 of NW 1/4 of NE 1/4 of the NW 1/4 of Section 3, thence North 89°13'51" West along the South line of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, a distance of 331.22 feet to the SW corner of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, thence North 89°25'14" West along the West line of the NE 1/4 of the NW 1/4 of said Section 3, a distance of 341.51 feet to Point of Beginning. Subject to road right of way; and subject to a 50.00 foot right-of-way easement along the South and East sides.

LESS AND EXCEPT That part of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 23 East being described as follows: Begin at the NW corner of NE 1/4 of the NW 1/4 of said Section 3 and run South 09°25'14" East 341.51 feet; thence South 89°13'51" East 230.00 feet; thence North 89°25'14" West 346.25 feet to a point on the North line of said Section 3; thence North 89°43'21" West and along the North line of said Section 3, 239.63 feet to the Point of Beginning. Being in Hardee County, Florida and subject to road right of way.

Parcel 2

That part of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 23 East, being described as follows: Begin at the NW corner of NE 1/4 of the NW 1/4 of said Section 3 and run South 09°26'11" East 341.51 feet; thence South 89°25'14" East 230.00 feet; thence North 09°25'14" West 346.25 feet to a point on the North line of said Section 3; thence North 89°43'21" West and along the North line of said Section 3, 239.63 feet to the Point of Beginning. Being in Hardee County, Florida and subject to road right of way.

Subject to reservations, restrictions and easements of record.

EXHIBIT "C"

FORM OF EASEMENT

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

**Gerald T. Buhr, Esquire
City Attorney
City of Bowling Green, Florida
104 E. Main Street
Bowling Green, Florida 33834**

For Recording Purposes Only

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____, 202__, By, **PEACE RANCH, LLC**, a Florida limited liability company whose address is 1520 E County Line Rd., Bowling Green, FL 33834, its successors and assigns, hereinafter referred to as "Grantor," and to the **CITY OF BOWLING GREEN, FLORIDA**, a Florida Municipality located at 32819 Pennsylvania Avenue, Bowling Green, FL 33576, its successors and assigns, hereinafter referred to as "Grantee".

WITNESSETH

That the said Grantor, for and in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of water, wastewater and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, extend, add to, change the size of, or remove water, wastewater and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), service lines, lift stations, and related facilities, as well as the right to extend water, wastewater, drainage or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under a portion of the property with a physical address 1520 East County Line Road, Bowling Green, FL 33576, and county STRAP numbers 03-33-25-0000-01260-0000 and 03-33-25-0000-01290-0000, more specifically described below (hereinafter, "Easement Area"):

See Legal Description Attached as Exhibit "1"

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such Grantor uses shall include any and all purposes not prohibited herein or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace, adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns, change the grade above Grantee's installed facilities, or perform any construction on the surface of the Easement Area which is permitted hereunder, which change in grade and or construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns. Also provided that Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitation, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as a Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities within the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace or repair any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warrant and forever defend

the above described Easement and the rights herein conferred against any person or legal entity whomsoever; and the Grantor' signatory below warrants that he/she has the authority to bind the Grantor to this Easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper officers, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

DATED this 7 day of MARCH 2023.

Joni Smith

Witnesses Signature

Joni Smith

Witnesses Printed Name

[Signature]

Witnesses Signature

Virginia Gordillo

Witnesses Printed Name

By: [Signature]

STATE OF FLORIDA
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of March 2023, by **Jonathan Solin**, as **Manager of PEACE RANCH LLC**, a Florida limited liability company.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of Hardee

Signature: [Signature]

Printed name: Cardice Torres

Commission No. HH284779

My Commission Expires: 7/6/2026



(Seal)
CARDICE TORRES
Notary Public
State of Florida
Comm# HH284779
Expires 7/6/2026

Personally Known, OR Produced Identification
Type of Identification Produced _____

EXHIBIT "D"

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

**Gerald T. Buhr, Esquire
City Attorney
City of Bowling Green, Florida
104 E. Main Street
Bowling Green, Florida 33834**

For Recording Purposes Only

**SUBORDINATION OF INTEREST IN PROPERTY BY INTERESTED
PARTIES**

The undersigned, as an inducement for City to enter into this Utility Service Agreement with Peace Ranch LLC, a Florida limited liability company, does hereby join in the execution of this Utility Service Agreement for the purpose of subordinating each and every interest of the undersigned herein to the interests of the City under the Grant of Easement for the real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

Signed, sealed and delivered before
these witnesses:

PEACE RANCH LLC
(Name of Company in caps)

Joni Smith
(Signed)

By: Jonathan Solin
(Type or print name and title)
JONATHAN SOLIN

Joni Smith
(Printed)

[Signature]
(Signed)

Virginia Gordillo
(Printed)

STATE OF Florida
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of March, 2023, by Jonathan Solin as owner for Peace Ranch LLC, Inc.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of Hardee



(Seal)
CANDICE TORRES
Notary Public
State of Florida
Comm# HH284779
Expires 7/6/2026

Signature: C. Torres
Printed name: Candice Torres
Commission No. HH 284779
My Commission Expires: 7/6/2026

Personally Known, OR Produced Identification

Type of Identification Produced _____

EXHIBIT E
SUMMARY OF CHARGES

In order to further induce the City to provide municipal services, Developer hereby agrees to abide by the provisions of this Exhibit E and to pay to the City, in accordance with the terms and conditions set forth below and within the body of the Agreement, the sums of money set forth herein, together with such other charges as are hereafter provided for by law. The City shall charge any other rates, fees and charges lawfully authorized by ordinance or resolution of the City Commission, as amended from time to time.

1. **Water and Wastewater Capacity Fees – Phase 1:** Developer acknowledges and agrees that the final capacity fees shall be whatever charges are approved by the City Commission as of the date permanent (not construction) service is provided for structures having received COs as may be evidenced by full execution of Exhibit “G” to this Agreement:

- a. Water Capacity Fee: 4,225 gpd / 544¹ gallons per ERC X \$1,500 per ERC = \$11,650.
- b. Sewer Capacity Fee: 4,225 gpd / 224² gallons per ERC X \$3,500 per ERC = \$66,016.
- c. Total to be paid with signing of contract.....**\$77,666.**
 - 1. 544 gallons per water ERC based on 2022 FRWA Capacity Fee Study
 - 2. 224 gallons per water ERC based on 2022 FRWA Capacity Fee Study.

2. **Reimbursement of Costs:** Upon the execution of this Agreement, Developer shall pay to City a deposit in the amount of \$3,000 to assure payment of the City’s legal, administrative, engineering & inspection costs. The actual costs may be more or less depending on the circumstances, and Developer agrees to pay periodic invoices for those expenses. Failure to pay said invoices shall be cause for the City to stop work for or by the Developer on the project. Any excess deposit shall be refunded, and continuing utility service shall be subject to paying any amounts in excess of the deposit.

3. **Tap-in charges.** Developer to provide water and wastewater taps to City Specifications and performed under City inspection.

4. **Meter installation fees.** Developer to provide master water meter assembly and water meter to City Specifications and constructed under City inspection.

5. **Backflow Preventor.** Developer shall install an RPZ backflow preventor on the downstream side of the master water meter to the City’s specifications.

6. **Water and Wastewater Deposits.**

Base Rate		31.41
0 – 4,000 gallons	6.48 per thousand * 4 =	25.92
4,001 – 8,000 gallons	6.80 per thousand * 4 =	27.20

8,001 gallons or more	7.43 per thousand * 119 =	884.17
Total		968.70

$968.70 * 2.5 =$		\$2,421.75
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Base Rate		57.18
0 – 5,000 gallons	5.99 per thousand * 5 =	29.95
5,001 – 8,000 gallons	6.65 per thousand * 3 =	19.95
8,001 – 10,000 gallons	7.31 per thousand * 2 =	14.62
10,001 gallons or more	8.05 per thousand * 117 =	941.85
Total		1,063.55

$1,063.55 * 2.5 =$		\$2,658.88
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EXHIBIT "F"
AUTHORIZATION TO COMMENCE CONSTRUCTION OF
UTILITY IMPROVEMENTS

The following checklist is for convenience only. Additional approvals may be required until the document is fully executed.

X	Tasks	Person Responsible
1.	Utility Plans approved	City Utilities Engineer; City Manager, City Attorney
2.	Streets, Drainage and plans other than Utilities approved	City Drainage and Streets Engineer; City Manager.
3.	Utility Agreement completed and signed by all parties	Mayor & Commission, City Manager; City Attorney City Utilities Engineer; City Drainage and Streets Engineer.
4.	Site Plan and Preliminary Plat approved	Mayor & Commission, CFRPC; City Manager; City Attorney City Utilities Engineer; City Drainage and Streets Engineer.
5.	Any necessary land use approvals granted.	Mayor & Commission, CFRPC; City Manager; City Attorney City Utilities Engineer; City Drainage and Streets Engineer.
6.	Proof of outside regulatory approvals (DEP, SWFWMD, DEO, Dade City Permitting) received and reviewed.	Utilities Engineer; Streets Engineer; Water Commissioner; Clerk; City Manager; CFRPC
7.	All prepayments received (\$3,000 deposit for City professional fees, construction water meter charge and deposit, capacity fees, other impact fees, etc)	Clerk, City Manager.
8.	City Acceptance of Flows signed	Public Works Director; City Manager.
9.	Easements required are signed and recorded.	City Attorney; Clerk
10.	Developer and its contractor have held a pre-construction meeting to coordinate inspections and progress approvals.	Utilities Engineer; Streets and Drainage Engineer; City Manager; Clerk.
11.	Pipe, hydrants, other materials, supplies and equipment for construction of the Utility Facilities have been reviewed for compliance with Utility Specifications (shop drawing review process)	Utilities Engineer; Streets and Drainage Engineer (if applicable); City Manager; Clerk.

12	Hydraulic Model or Letter	Utility Engineer; City Manager; Clerk.
13	Letter from Engineer of Record certifying the Design complies with the City's Specifications.	Utility Engineer; City Manager; City Attorney; Clerk.

Approved by:



 City Manager

3-7-2023

 Date

 City Engineer for Utilities

 Date

 City Public Works Director

 Date



 City Clerk

3-7-2023

 Date

 City Attorney

 Date

EXHIBIT "G"
FINAL APPROVAL FOR UTILITY SERVICE

The following checklist is for convenience only. Additional approvals may be required until the document is fully executed.

X	Tasks	Person Responsible
1.	Completion of all roads and grading nearby utility system such that further construction and compaction will not affect facilities.	Developer, City Manager and Engineer
2.	Review and spot-verification of Developer's Engineer's draft Record (as-built) Drawings as to construction complying with specifications, and accuracy of locations and GPS coordinates.	City Manager, Developer's Engineer; City Utilities Engineer
3.	Observe pressure test of water mains up to and including pressure to curb stops for all units.	Developer's Engineer, City Utilities Engineer, City Manager.
4.	Receive written results of bacteriological exams completed and provided to DEP and pressure test results. Pressure test form fully executed.	Utilities Engineer; Clerk
5.	Florida Department of Environmental Protection "Main Clearance" received. City reviews it for any limitations or exceptions.	Utilities Engineer; Clerk
6.	Record Drawings as described in the Agreement.	Utilities Engineer; City Manager, Clerk;
7.	Easement documents received and reviewed by City Attorney as to content and City Engineer/surveyor as to location and legal descriptions.	City Attorney City Utilities Engineer, and Streets/Drainage Engineer
8.	Receive drawings of approved As-Builts and easements showing actual easements granted by Developer to ensure that as-built lines were constructed within easements	City Attorney City Utilities Engineer, and Streets/Drainage Engineer; City Manager.
8.	Itemized list of materials used in construction of water facilities with costs for City Books on City form.	City Attorney City Utilities Engineer, and Streets/Drainage Engineer; Clerk
9	Releases of all liens, and/or waivers of liens from all contractors, subcontractors and materialmen providing materials of services for the water facilities, to the satisfaction of City Attorney.	City Attorney
10	Title to all property transferred to the City, in a form satisfactory to City Attorney.	City Attorney
11	City verifies compliance all City ordinances, Developer Agreement, and payment of all fees and charges.	Clerk

12	Backflow prevention device certifications (as applicable).	Utilities Engineer; City Manager; Clerk.
13	Satisfactory continuity test of tracer wire	Utilities Engineer, or City Manager
14	Satisfactory fire hydrant flow test	Utilities Engineer, or City Manager.

Approved by:

Water Manager

Date

City Engineer for Utilities

Date

City Public Works Director

Date

City Clerk

Date

City Attorney

Date

EXHIBIT "H"

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Gerald T. Buhr, P.A.
City of Avon Park, Florida
110 East Main Street
Avon Park, FL 33825
(863) 452-4403

For Recording Purposes Only

AGREEMENT TO ANNEX PROPERTY

This Agreement is executed on this 7 day of MARCH, 2023, by Peace Ranch LLC, a Florida limited liability company, whose business address is 1520 E County Line Rd., Bowling Green, FL 33834, and its successors and assigns (hereinafter collectively referred to as "Owner"), for and in favor of the City of Bowling Green whose business address is 104 E. Main Street, Bowling Green, Florida 33834, and its successors and assigns (hereinafter referred to as "City").

W I T N E S S E T H

Owner, for and in consideration of the future receipt of water and wastewater utility service, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby agree and covenant to annex the property described in Exhibit "1" attached hereto ("Property"), into the boundaries of the City.

Owner petitions to voluntarily annex the Property whenever annexation of the Property is deemed lawful by the City, in its sole discretion. The City would not otherwise provide utility service to the Owner but for the expectation that the Property would be annexed when it deems such annexation is lawful. Owner, and any successors, assigns by way of sale of the whole Property, parcels of property, sale of lots through subdivision or any other portion of the Property, all agree to voluntarily allow annexation by the City, and shall execute any documents necessary to accomplish that annexation into the City, and shall in no way hinder or delay such annexation. Owner, and all successors and assigns, understand that this Agreement is perpetual, is not revocable, and binds the Owner, its, successors and assigns. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the Property described herein including any lots or parcels resulting from subdividing and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership, and regardless of any other future changes in ownership or characteristics that may take place.

Owner agrees that if Owner breaches this Agreement, the City's loss of potential future taxes from Owner's project and future annexations based from Owner's parcel would be substantial, and agrees that the City would be entitled to damages for such losses, along with all legal and equitable remedies available under the law, as well as all attorney fees and costs, including without limitation paralegals and expert witnesses, and including appellate attorney fees and costs, to the prevailing party.

The City's promise to provide water and wastewater service is contingent upon a future City Utility Service Agreement whereby the Owner will agree, among other things, to construct or pay for any facilities necessary to convey the water to, or wastewater from, any individual buildings to the City's existing utility facilities, and to comply with and pay any charges required by the City codes and ordinances, and to perform any other requirements for utility service required by city code or other city, state or federal laws, rules and policies. This Agreement does not reserve capacity in any utility facilities for the project, and availability and scheduling of availability or utility capacity and service can only be accomplished through a separate utility construction and service agreement provided by the City when the Owner is ready to contemplate development of the Property.

Signed, sealed and delivered before these witnesses:

PEACE RANCH LLC

Joni Smith
(Signed)

By: [Signature]
John Solin, Manager

Joni Smith
(Printed)

[Signature]
(Signed)

Virginia Gordillo
(Printed)

STATE OF FLORIDA
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of March, 2023, by **Jonathan Solin** as **Manager** for **PEACE RANCH LLC**.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida,
County of Hardee
Signature: [Signature]
Printed name: Candice Torres
Commission No. HH 284779
My Commission Expires: 7/6/2026



(Seal)
CANDICE TORRES
Notary Public
State of Florida
Comm# HH284779
Expires 7/6/2026

Personally Known, OR Produced Identification

EXHIBIT 1
PROPERTY TO BE ANNEXED

Description
<p>Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 25 East, Hardee County, Florida. Thence S 89°43'21" E along the North line of the NW 1/4 of Section 3, a distance of 431.21 feet; thence South 09°29'14" E a distance of 75.06 feet to a point on the Southly Right of Way line of State Road 664 and the Point of Beginning. Thence South 89°43'21" E along the said Southly Right of Way line a distance of 659.87 feet to the center line of Flats Road. Thence South along the centerline of Flats Road to a point 1302.55 feet South of the North line of the NW 1/4 of Section 3. Thence N 89°43'21" W and parallel to the North line of the NW 1/4 of Section 3, a distance of 849.81 feet to a point on the East line of the West 1/2 of the West 1/2 of the East 1/2 of Section 3. Thence N 09°29'14" E along and over a distance of 237.28 feet. Thence S 89°43'21" E a distance of 100.46 feet. Thence N 09°29'14" W a distance of 376.46 feet to the Point of Beginning.</p>
<p>AND</p>
<p>Parcel 1 Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 25 East, Hardee County, Florida. Thence South 89°43'21" East along the North line of the NW 1/4 of said Section 3 a distance of 431.21 feet; thence South 09°29'14" East a distance of 1057.46 feet; thence North 89°43'21" West a distance of 100.46 feet; thence North 09°29'14" West a distance of 710.00 feet to the SE corner of the NW 1/4 of NW 1/4 of NE 1/4 of the NW 1/4 of Section 3, thence North 89°43'21" West along the South line of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, a distance of 131.32 feet to the NW corner of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, thence North 09°29'14" West along the West line of the NE 1/4 of the NW 1/4 of said Section 3, a distance of 341.51 feet to Point of Beginning. Subject to road right of way, and subject to a 50.00 foot narrow access easement along the South and East sides.</p>
<p>LESS AND EXCEPT That part of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 25 East being described as follows: Begin at the NW corner of NE 1/4 of the NW 1/4 of said Section 3 and run South 09°29'14" East 341.51 feet; thence South 89°43'21" East 250.00 feet; thence North 09°29'14" West 340.71 feet to a point on the North line of said Section 3, thence North 89°43'21" West and along the North line of said Section 3, 218.99 feet to the Point of Beginning. Being in Hardee County, Florida and subject to road right of way.</p>
<p>Parcel 2 That part of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 3, Township 33 South, Range 25 East, being described as follows: Begin at the NW corner of NE 1/4 of the NW 1/4 of said Section 3 and run South 09°29'14" East 341.51 feet; thence South 89°43'21" East 250.00 feet; thence North 09°29'14" West 340.71 feet to a point on the North line of said Section 3, thence North 89°43'21" West and along the North line of said Section 3, 218.99 feet to the Point of Beginning. Being in Hardee County, Florida and subject to road right of way.</p>
<p>Subject to reservations, restrictions and easements of record</p>

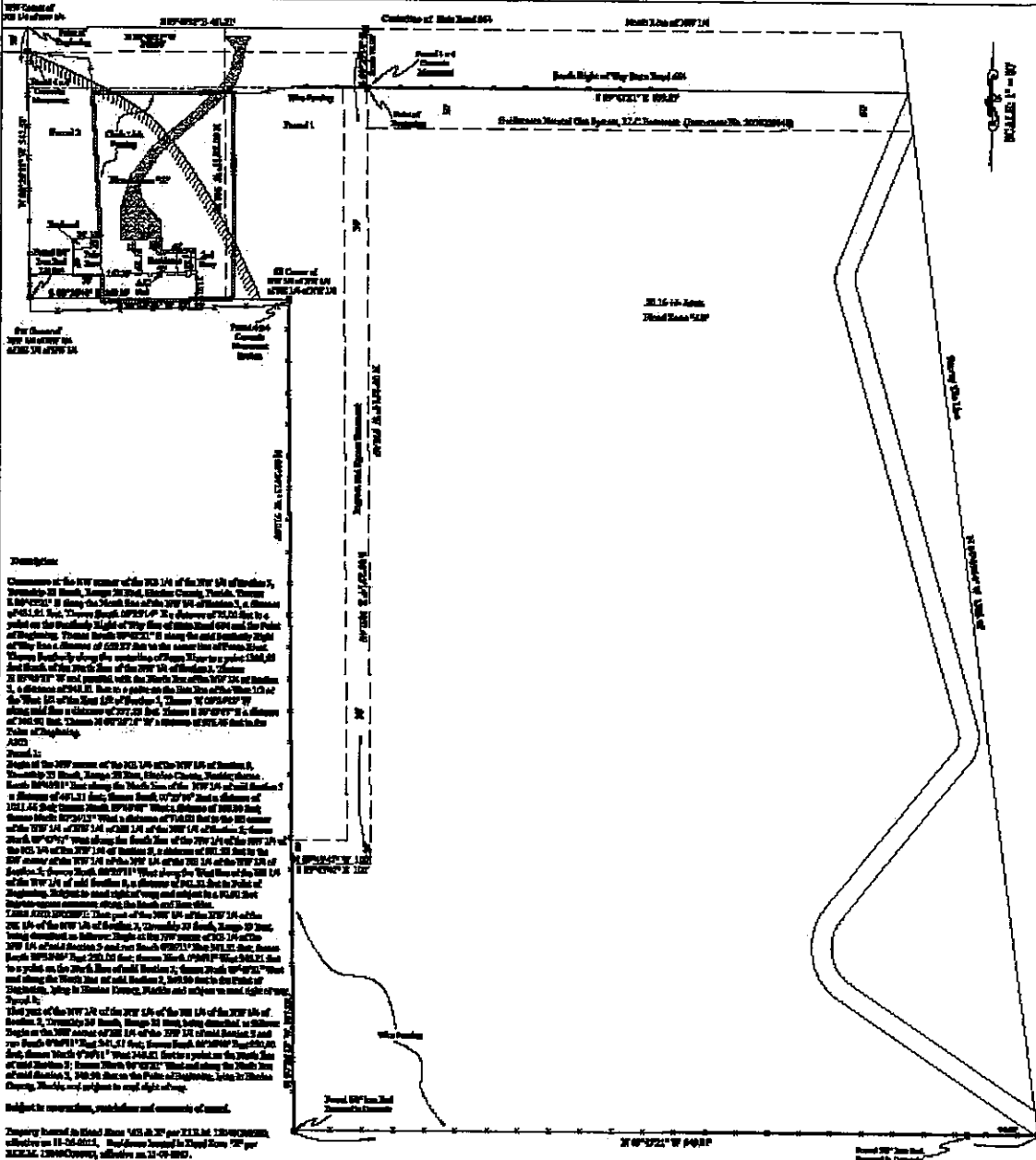
HEARTLAND SURVEYING LLC

4400 CENTRE STREET, SUITE 200, WYOMING, WY 83001-1400

WARNING: THIS INSTRUMENT IS A PUBLIC RECORD. IT IS THE POLICY OF HEARTLAND SURVEYING LLC TO PROVIDE THIS INSTRUMENT TO THE PUBLIC IN THE MOST ACCURATE AND COMPLETE FORM POSSIBLE. IT IS THE POLICY OF HEARTLAND SURVEYING LLC TO PROVIDE THIS INSTRUMENT TO THE PUBLIC IN THE MOST ACCURATE AND COMPLETE FORM POSSIBLE. IT IS THE POLICY OF HEARTLAND SURVEYING LLC TO PROVIDE THIS INSTRUMENT TO THE PUBLIC IN THE MOST ACCURATE AND COMPLETE FORM POSSIBLE.

PREPARED FOR:
 - Mountain View, LLC
 - Mountain View, LLC
 - 2400 Mountain View, LLC
 - 2400 Mountain View, LLC

DATE: 12/15/2011
PROJECT: MOUNTAIN VIEW
FILE NO.: 11-0000



Description:
 Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 7, Township 23 North, Range 23 East, Section 24, T23N, R23E, S14. Run S 89° 02' 14\"/>

ASD:
 Station 1: Point of the NW corner of the NE 1/4 of the NW 1/4 of Section 7, Township 23 North, Range 23 East, Section 24, T23N, R23E, S14. Run S 89° 02' 14\"/>

Notes:
 This plat is subject to the provisions of the Wyoming Uniform Gifts to Minors Act, Wyoming Statutes, Title 2, Chapter 10, and the Wyoming Uniform Transfers to Minors Act, Wyoming Statutes, Title 2, Chapter 10.

PROPERTY ADDRESS: 1234 Main Street Mountain View, Wyoming 83001	SURVEY TYPE: Boundary
DATE: 12/15/2011	PROJECT: MOUNTAIN VIEW
NOTATIONS AND NOTES FOR PUBLIC RECORD:	
<p>NOTICE: This plat is subject to the provisions of the Wyoming Uniform Gifts to Minors Act, Wyoming Statutes, Title 2, Chapter 10, and the Wyoming Uniform Transfers to Minors Act, Wyoming Statutes, Title 2, Chapter 10.</p>	

HEARTLAND SURVEYING LLC
 4400 CENTRE STREET, SUITE 200, WYOMING, WY 83001-1400
 TEL: 307.438.1234
 FAX: 307.438.5678
 WWW.HEARTLANDSURVEYING.COM