



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1660 Nela Ave, Belle Isle, FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, October 05, 2021 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor, District 6 Commissioner – Jim Partin

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck
District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 7 Commissioner – Sue Nielsen

Welcome - Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or website at www.belleislefl.gov. If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body and not individual council members, staff, or audience. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag - Comm Ed Gold - District 1**
3. **Consent Items** - These items are considered routine and have been previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. Any item removed from the Consent Agenda would be considered for consideration following the remainder of the Consent Agenda.
 - a. Approval of the Workshop minutes - August 25, 2021
 - b. Approval of the Workshop minutes - August 31, 2021
 - c. Approval of the City Council Budget Hearing minutes - September 21, 2021
 - d. Approval of the City Council Meeting minutes - September 21, 2021
 - e. Proclamation declaring October 15, 2021, as "Blind Americans Equality Day" in the Orlando Metropolitan Area
4. **Citizen's Comments** - Persons desiring to address the Council MUST complete and provide the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff, or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and should be answered by staff within a reasonable period following the meeting date. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Thank you.
5. **Unfinished Business**
 - a. ORDINANCE NO. 21-11 - SECOND READING AND ADOPTION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA AMENDING SECTION 2-54 OF THE CITY'S CODE OF ORDINANCES; DISALLOWING MEMBERS OF THE CITY COUNCIL FROM BEING APPOINTED TO OR REMAINING ON ADVISORY COMMITTEES; AUTHORIZING THE CITY COUNCIL TO ESTABLISH QUALIFICATIONS FOR MEMBERSHIP TO ADVISORY COMMITTEES AND ADDRESSING COUNCIL AUTHORITY FOR THE REMOVAL OF ADVISORY COMMITTEE MEMBERS; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.
6. **New Business**
 - a. Approval of Resolution 21-21: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR THE EMPLOYEES OF BELLE ISLE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.



CITY OF BELLE ISLE, FL
CITY COUNCIL REGULAR SESSION
Held in City Hall Chambers, 1600 Nela Avenue

Tuesday, August 25, 2021, * 6:00 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – OPEN
- District 6 Commissioner – Jim Partin

Absent was:

- District 7 Commissioner – Sue Nielsen

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the workshop to order at 6:00 pm, and the Clerk confirmed quorum. Also present were City Manager Francis, Chief Houston, Finance Manager Tracey Richardson, and Admin Asst Heidi Peacock.

2. Budget Workshop FY 2021-22

a. Review of General Fund Revenues

City Manager presented the Budget for FY20/21. Mr. Francis said the Budget Committee held public workshops, and at the last meeting, they recommended the Budget come to Council with a prioritized “Needs List” for consideration. Some of the Highlights of the preliminary Budget are:

- Millage remains at 4.4018.
- Revenues remain close to previous years.
- This year’s reserves were used to fund ongoing operations. No allocations for Bing Grants will be budgeted.
- Code Enforcement as of October 1 will fall under the Police Department.
- Solid Waste will increase to \$260.40 a year per household.
- Establishes a 3% cost of living increase for non-uniformed employees and increases the retirement to 14.5%.
- Police Department Pay Plan 4% increase across the board and hold the retirement at 17.5% with a cap of 19.5%.
- Health Care increase by 10.5% - budgeted 12%. No dental or vision increase.
- Expecting ARPA Funding – Paperwork has been submitted and in-process (2-year distribution). Some of the funds may be used to replenish losses in revenue during COVID utilizing the formula provided by the State.
- Paving projects District 3, and District 2 & 5, Swann Beach and Nela Bridge.
- Traffic Calming Design and Engineering
- Sidewalks – 25,000 Citywide. Discussion ensued on following the current Code that calls for homeowner repair/replacement.
- Mr. Francis provided an FLC report on ad valorem assessments by City for review to keep the millage rate the same or at a rollback rate.

Mayor Fouraker asked for an update on the Master Transportation Plan (\$150,000 grant) and the traffic signal/roundabout on Hoffner. Mr. Francis said the plan included the traffic signals of approximately \$65,000 design & Engineering, roundabout \$600,000, and the traffic signal roughly \$300,000 for Hoffner/St-Denis/Peninsular. At the open house, the staff received a lot of comments from residents for further review. Discussion ensued on safety measures, roundabouts, and Orange County partnership.

“If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”(F. S. 286.0105). “Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-851-7730) at least 48 hours in advance of the meeting.” –Page 1 of 3

Mayor Fouraker said he would like to hear from Council and their District prioritization list.

The Council reported as follows,

- Comm Carugno stated that his District requested paving on Cross Lake/Peninsular and additional and street lights on Venetian and Hoffner. He spoke on the safety benefit of crosswalks and the installation of license plate readers. He shared his concerns on the school traffic and the backup on Hoffner.
- Comm Shuck stated that finishing the paving project on Idaho and repairs at Swann Beach. His District is primarily a residential area, and for the most part, there have not been many complaints/issues raised.
- Comm Holihan stated that lighting in Tremble Park would benefit the residents and address safety concerns.
- Comm Partin spoke on the MSTU tax and the street sweeping around gated communities and cleaned the Lake. He told of the rain and stormwater drains in his neighborhood. Mr. Francis said the request was addressed at a NAV Board meeting and the NAV Board said they can establish an agreement with the HOA's similar to that of the City. Mr. Francis said he had forwarded the information to the HOA's. Mr. Francis said he could bring it forward at the next NAV Board meeting for an update.

Comm Partin addressed the traffic calming alongside Conway (Belle Isle Apartments). There are residents from both sides who continue to use that area as a u-turn section. He is wondering if we can use something to deter those vehicles from making u-turns going north on a southbound lane, creating a safety issue.

Comm Partin further shared his concern with motorcycles shooting down Conway towards Jude. Chief Houston said there is a task force looking at that issue; challenging problem to enforce.

City Manager Francis spoke on the following budget costs and priorities list based on Council discussions,

- City Manager Francis said staff and the Budget Committee provided a list of ten priorities. He spoke on unfreezing police officer positions. Chief Houston has submitted for a COPS grant to fund these positions. The COPS grant will fund this 100% for the 1st year; then, the remaining 4-years will be approximately a 75/25; 50/50; 25/75 split. At the 5-year, the City will need to cover 100%, which will open discussion for sustaining revenues. The Lobbyists are currently working on the Grant on the City's behalf.
- Paving projects (Cay/Stockbridge/Delia) showing excessive wear.
- Allow for the additional 2-Public Works Technician positions to run a 7-day operation to respond to City needs. In addition, purchase of an excavator, dump truck, and street sweeper.
- Part-time Admin position will cover special projects for all departments at City Hall – 20 hours a week.
- Police Vessels' are used every day of the week and are part of law enforcement on the Lake. Purchase a new vessel and 2-power poles.
- Renovation of the Bank of America building. City is waiting to schedule a meeting with CCA on their interest. Comm Partin and Mr. Francis will meet with the CCA Chairman once a date has been finalized.
- Coming out of COVID, it may be a good idea to purchase holiday decorations.

Mr. Francis said if CCA is interested in the Bank of America, he asked what we will do with relocating the Police Department. Mr. Francis said an option would be to renovate City Hall, add a second floor and combine Admin and PD. Council said it is an alternative; however, they foresee a parking issue. It might be a benefit to have a location by Wallace Field if there was any other property available to allow for a boat slip.

Mayor Fouraker spoke of the possibility of using the location of the Fire Department on Matchett Road. After some discussion with Comm Uribe, she said she would like to see the City identify what property the City will swap with the Fire Station, relocate and produce a new one. Mayor Fouraker promoted having the Council form a sub-committee with Comm Holihan and Comm Partin and report to Council with a recommendation.

City Manager Francis spoke on the opportunities for purchasing a property from the Church in 2022 (Maintenance and Oasis building) and other areas in the City. He asked if Council would like to propose an Agreement or entering through a friendly condemnation or eminent domain. Discussion ensued on working with the County, PD substations, and strategic discussions/workshops moving forward.

Council consensus was to schedule a workshop on September 29, 2021, at 6:00 pm.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 2 of 3

City Manager Francis spoke on the issue for an Assistant City Manager and resident concerns on the additional staff. Mr. Francis said the reason for the new position is to create a succession plan.

City Manager Francis recommended having staff calculate what money the City lost due to COVID and replace it with some ARPA funds not to use City Reserves for operations. Discussion ensued on ARPA Funds, funding new officers, and public works positions moving forward.

Mr. Francis said most of the Street sweeping is covered by the NAV Board and the Agreement through MSTU. The request for a new street sweeper is to replace the old City street sweeper that covers a couple of streets due to navigational issues.

After discussion, Chief Houston said it makes fiscal sense to sell the boat while it is in good shape, reallocate the funds, and offset the balance towards a new vessel. Council discussed having the PD lease one of the available boat docks on the Lake and hold off building a new dock due to the rising fees on construction.

Mayor Fouraker spoke on a necessary revenue sources analysis to accomplish the much-needed projects. Comm Gold said an additional \$400 per household might be able to cover the costs. He asks that all Council members carefully carry that message to their districts and feel the pros and cons. He further added that another alternative might be to annex Conway Woods and Shenandoah. Discussion ensued on revenue sources and sustaining revenue.

At the next City Council meeting Council will review the Stormwater Fund and ARPA allocations for specific projects.

3. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 8:30 pm.



CITY OF BELLE ISLE, FL
CITY COUNCIL REGULAR SESSION
Held in City Hall Chambers, 1600 Nela Avenue

Tuesday, August 31, 2021, * 6:00 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – OPEN
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the workshop to order at 6:00 pm, and the Clerk confirmed quorum. Also present were City Manager Francis, Chief Houston, Finance Manager Tracey Richardson, and Admin Asst Heidi Peacock.

2. Budget Workshop FY 2021-22

a. Review of General Fund

City Manager Francis presented Draft Budget Version 4. He said Council reviewed the general Fund quite extensively at the last meeting. Since we signed the agreement with DEM for the American Recovery Plan Act (ARPA) funding, the City should be receiving 1.813m by the end of September. We received a response from the State stating that all documents had been received. As part of the ARPA review, one of the items allowed is replacing lost revenue in the General Fund utilizing a funding formula.

The Finance Manager Tracey Richardson provided a worksheet and said the formula consists of the base year balance for FY2019/20 and three prior fiscal years (2016, 2017, and 2018) to calculate the difference in growth from year to year, totaling an average growth rate of 5.3%. For the calendar year of 2020, the revenue reduction was \$498,693. The same formula will be applied for the following years, and if the revenue were reduced, we would receive ARPA funding. If it increases, it will net zero.

City Manager Francis noted that that the ARPA funding will come out of the 1,083m received from the Government. He stated that he was not able to change his numbers, so some of his numbers would not be accurate and be off by +- 80,000. He reviewed the following changes made by Finance on the worksheet,

Fund 001 – General Fund

Revenue - *Net Revenue Revision: \$70,000 Increase

- a. 001-315-000 Communications Services Taxes – Decreased from 193,000 to 189,000.
- b. 001-335-120 State Shared Revenue – Increased from 320,000 to 344,000.
- c. 001-335-180 Half-Cent Sales Tax – Increased from 1,050,000 to 1,100,000.

Expenditures

- a. 001-541-00-6430 Capital – Equipment – Decreased from 59,000 to 46,500 as one of the

Ending Fund Balance - *Net Expenditure Revision: \$12,500 Decrease

(Without Needs List) - Increased from \$2,839,486 to \$2,921,986

*Net Ending Fund Balance Revision: \$82,500 Increase

Fund 103 – Stormwater Fund

Beginning Fund Balance - *Net Beginning Fund Balance Revision: \$171,776 Increase

Increased from \$8,224 to \$180,000 due to the Sol projected budgeted in FY 20/21 not occurring.

Ending Fund Balance - * Net Ending Fund Balance Revision: \$171,776 Increase

(Without Needs List) – Increased from \$63,466 to \$235,242

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 3

Fund 201 – Charter Debt Service Fund

Beginning Fund Balance – *Net Beginning Fund Balance Revision: \$17,800 Decrease
Decreased from \$1,363,111 to \$1,345,312 due to the needed use of Renewal &
Replacement funds in FY 20/21 - * Net Ending Fund Balance Revision: \$17,800 Decrease
Ending Fund Balance – Decreased from \$981,279 to \$963,480

Mr. Francis said he would like Council to consider including the ARPA Funds of \$498,693 to the General Fund. It would increase the General Fund from \$7,253,309 to 7,752,002. He reported that we were in a deficit position at a previous meeting, and the ARPA funds will put us back in the positive.

One of the issues addressed by the Council at a previous meeting was the public works staff salary. After some research, Mr. Francis found the average salary is from 22,000 to 54,900, and we are right in the middle, including a generous benefits package.

From the priorities list, Mr. Francis spoke of three options and recommended the following,

1. Approval of the Police Officer position, Paving and the 2-Public Works Technicians – totaling 335,075; or
2. One-time expenses: Paving, New Police Vessel, Boat Dock, and 2-Marine Power Poles; or
3. Any other priorities, approved by Council.

Mr. Francis reported that the CCA Lease Discussion meeting with the CCA Board Chair went well and will continue negotiating with the school. On September 21' it may be on the agenda for Council discussion and approval.

Mayor Fouraker expressed that he would like to see if Council can fund the necessary police officer positions due to the current events in our City. Mr. Francis said we are awaiting approval of a COPS grant to cover the additional Police Officer positions with the City discussing long-term funding moving forward. Discussion ensued on funding resources and extra overtime hours.

Comm Shuck and Comm Holihan consensus were to approve and unfreeze an officer position, new police vessel, and boat dock, allowing additional safety, enforcement, and access in our City.

Comm Holihan said everything is going up in price, and we have promised the residents the paving projects, and we have to deliver.

Comm Gold said he would like to focus on one-time expenses. Discussion ensued on paving projects. Comm Gold said if we stay under 250,000 on reoccurring fees, we can create a \$50 per household public safety fee instead of increasing the Ad Valorem.

Comm Partin said he would like to prioritize the 1-police officer position, 1-public works technician, and paving projects.

Comm Nielsen said to cover most of the items on the priorities list that are not one-time purchases is by raising taxes. Raising Taxes is not popular for many residents; however, most can accept the idea if they understand it is the only reoccurring revenue that will cover safety, police salary, and benefits. She favors prioritizing 1-public works technician, 1-police officer, 1-administrative position, and paving projects and not discount the traffic light on Hoffner.

Comm Carugno asked if the staff could place a referendum on the election ballot to see how residents feel about a tax increase. He is in favor of unfreezing the police officer position and paving projects.

Mayor Fouraker asked for discussion on succession planning, property purchase, and moving forward with the Transportation Plan. Mr. Francis said those goal discussions would occur during the Strategic Planning workshops.

Mayor Fouraker opened for public comment.

- Holly Bobrowski residing at 2400 Hoffner Avenue said she recommends hiring three additional police officers to cover two shifts per day. This will cover any absences due to sickness or other priorities. Discussion ensued on current coverage during shift changes.
- Mr. McGregor residing at 1816 Wind Harbor Road, said boat dock construction is at a premium and recommends the City wait until the prices go down. In addition, paving and purchasing a boat during the winter months may lower the process. Everything is going up, and raising taxes at this time may not be very favorable.

Comm Holihan agreed and said a boat dock could wait until the market is more favorable. He said it might be reasonable to find an existing dock to use, unfreeze the police and admin positions.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 2 of 3

There being no further comment, Mayor Fouraker closed public comment.

Mayor Fouraker called for a 5-minute break.

City Manager Francis said the consensus of Council discussion is as follows,

- Unfreeze the 19th position; and
- Hire an additional officer; and
- Move forward with the Paving Projects (one-time expense); and
- Purchase the PD Vessel (one-time expense).

City Manager Francis said he does not want to budget revenue that he has no control over. We can submit a budget amendment to add another priority item, providing we sell the existing boat next year.

b. Review of Stormwater and Other Funds

City Manager Francis said there are no changes to the Transportation Impact Fee Fund. The ARPA Funds will be allocated to the qualified Stormwater Fund projects designated (Sol Avenue, Barby Lane, Seminole & Daetwyler, Cross Lake Rd, St Partin Place, and St Moritz) with a remaining balance of approximately \$188,147 in ARPA Funding. With the remaining balance, we would like to look at the Wallace project's design, engineering, and permitting, conveyance system on Wind Willow, and pipe repair/replacement on Trimble Park. If a Public Works position is added, it will increase personnel expenses by approximately \$20,000 as the portion for staff breakdown. Council consensus was to move forward with the Stormwater projects as discussed

Law Enforcement Education Fund

City Manager Francis reported that there are no changes made to this Fund.

Charter Debt Service Fund

City Manager Francis said there was a change of a decrease of \$17,800. This Fund will go away if CCA goes through with their refinancing of the 2012 bond. For the Charter School, the City is looking to replace the roof on the field house, repairing the metal roof at the High School, and replace HVAC in the High School that will tie into the system with the Middle and Lower Schools. Mayor Fouraker shared his concern with the existing repairs and the current negotiations with the triple net lease.

Comm Holihan asked how current the estimate is because estimates are backlog and have gone up on costs. Mr. Francis said the City is going through the OC Public School contract.

2019/2020 Note

If we plan to move forward with a stormwater project or purchase additional property, City Manager Francis said we have 3-years to spend the funds and must use the money this year.

Equipment Fund

City Manager Francis said the City had not funded this replacement fund in a couple of years. He strongly recommends allocating money to this Fund to purchase equipment down the road instead of leasing later.

c. Review of Capital Improvement Plan

City Manager Francis said with the 5-year Capital Improvement Program; there will be a change to this Fund because it can be funded through ARPA. Paving in District 3, Resurfacing Stafford/Delia, and Cross Lake will be moved to Stormwater and financed through ARPA. Unfunded projects are Pole Decorations, traffic signals, sidewalks (resident/city), and Bank of America. Discussion ensued on code regulations (Section 10-152) on sidewalk and homeowner repair.

The first Budget Hearing will be on September 7, incorporating the discussion items.

3. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 8:40 pm.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 3 of 3



**CITY OF BELLE ISLE, FL
BUDGET HEARING AND ADOPTION
CITY COUNCIL MEETING**

Tuesday, September 21, 2021, * 6:00 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:02 pm, and the City Clerk confirmed quorum. Also present were Attorney Langley, City Manager Francis, Chief Houston, and City Clerk Quiceno.

2. Invocation and Pledge to Flag

Comm Partin gave the invocation and led the Pledge to the Flag.

3. Public Comment

Mayor Fouraker called for any public comment. The City Clerk stated that she did not receive any comments. There being no public comment, Mayor Fouraker closed public comment.

4. Budget Hearing and Adoption

City Manager Francis said the first substantial issue for discussion is the percentage increase in millage over the roll-back rate needed to fund the Budget, if any. The roll-back rate is 4.2125 mils. The proposed millage is 4.4018, the same for the last the past 12 years. A millage rate is a rate at which property taxes are levied on the property. The Ad Valorem revenue has increased due to the increase in assessed values. The assessed value in 2021 was \$839,942,676. The assessed value for 2022 is \$875,503,293. The roll-back rate is needed to bring in the same funding as last year, totaling 3.6 million in property taxes. The proposed millage of 4.4018 is recommended to sustain the same services we are currently providing.

There being no further questions, Mr. Francis continued to summarize the proposed Budget (v6.91521) as follows,

- Decrease in the Stormwater Fund – \$1.00.
- No other changes have been made since the last budget hearing.
- Budget Committee recommended having an ending reserve balance of 25%; currently, the City has a reserve of 39% (Page 6 of the proposed Budget).

Comm Carugno asked if it would be possible to add the Bing Grants to the Budget. Mr. Francis said the Council would have to decide how much they would like allocated to each district.

City Manager Francis asked if the Council would want to continue funding a 39% Reserve or look at the Budget Committee recommendation of a 25% Reserve.

Comm Gold said he would like to see the City go with the Budget Committee recommendation of 25-30%. He will also consider the roll-back rate and payback to the citizens by completing and offsetting open projects. Discussion ensued on possible revenue base scenarios. Comm Gold said if we don't go with the roll-back rate, we would have to advertise a tax increase because of the assessed value. Mr. Francis said it is not a tax increase; it is a millage rate. Mayor Fouraker said Amy Mercado's Office is the agency that derives from the assessed properties' value.

Comm Holihan said he would like to leave it as is, utilize the reserves funds, and work down to the 25% as needed throughout the year by passing a Resolution amendment.

Comm Carugno said he would like to stay status-quo and go with the roll-back rate as discussed.

Comm Nielsen said she does not want to move with the roll-back rate and agrees with Comm Holihan and keep the rate the same.

Comm Partin said he would like to keep the money in the General Fund and work towards the 25% Reserve by paying down on some pressing projects.

Comm Shuck said he would like to keep the same millage rate at 4.4018 and not move forward with the roll-back rate. He would like to keep the 39% Reserves and use them as needed.

5. New Business.

- a. RESOLUTION NO. 21-19 - RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA ESTABLISHING THE AD VALOREM TAX LEVY (MILLAGE RATE) UPON THE ASSESSED REAL PROPERTY AND BUSINESS PERSONAL PROPERTY TAX ROLLS OF THE YEAR 2021

City Manager Francis read Resolution 21-19 by Title.
Comm Nielsen moved to approve Resolution 21-19 as presented.
Comm Holihan seconded the motion which passed unanimously 7:0 upon roll call.

- b. RESOLUTION NO. 21-20 - RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA ADOPTING THE ANNUAL BUDGET OF THE CITY OF BELLE ISLE, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022

City Manager Francis read Resolution 21-20 by Title.
Comm Holihan moved to approve Resolution 21-20 as presented.
Comm Carugno seconded the motion which passed unanimously 7:0 upon roll call.

- c. RESOLUTION NO. 21-22 - RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENTS PROGRAM FOR FISCAL YEARS BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2026

City Manager Francis read Resolution 21-22 by Title.
Comm Nielsen moved to approve Resolution 21-22 as presented.
Comm Holihan seconded the motion which passed unanimously 7:0 upon roll call.

6. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 6:30 pm.



CITY OF BELLE ISLE, FL
CITY COUNCIL REGULAR SESSION
Held in City Hall Chambers, 1600 Nela Avenue

Tuesday, September 21, 2021, * 6:30 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed quorum. Also present were Attorney Langley, City Manager Francis, Chief Houston, and City Clerk Yolanda Quiceno.

2. Invocation and Pledge to Flag

Comm Nielsen gave the invocation and led the Pledge to the Flag.

3. Discussion/Appointment of District 5 Commissioner and Oath of Office

City Manager Francis said the City received two qualified applications for District 5 Commissioner – Beth Lowell and Rick Miller. Mayor Fouraker opened for Council discussion.

Comm Carugno moved to appoint Beth Lowell as the District 5 Commissioner.

Comm Nielsen seconded the motion.

Comm Gold said he feels since Mr. Miller actually won the office and was effectively chosen by the entire City by lack of an opponent, he is entitled to apply for it and not be dismissed. He was unjustly tried and convicted and objected that he was removed and rejected for consideration.

Mayor Fouraker said he appreciates his opinion; however, to clarify, the latter comment is false because the City Manager named him one of the qualified candidates for consideration.

After discussion, the motion passed upon roll call unanimously 6:0.

Mayor Fouraker swore in Beth Lowell as the District 5 Commissioner.

4. Consent Items

- a. Approval of the City Council meeting minutes - August 17, 2021
- b. Approval of the City Council meeting minutes - August 23, 2021
- c. Approval of the City Council meeting minutes - September 7, 2021
- d. Monthly Reports: Code Enforcement, Fire Unit Responses, NAV Board, PD, and Red Light Camera

Comm Carugno moved to approve the Consent Agenda as presented.

Comm Nielsen seconded the motion, which passed unanimously 7:0.

5. Citizen Comments

Mayor Fouraker opened for citizen comment. There being no comments, Mayor Fouraker closed public comment.

6. Unfinished Business

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 6

- a. **Ordinance 21-10 (Second Reading and Adoption)** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTION 50-103(a) OF THE CITY'S CODE OF ORDINANCES AS SUCH PERTAINS TO HOME BASED OCCUPATIONS; PROVIDING FOR HOME BASED BUSINESS REGULATIONS CONSISTENT WITH GENERAL LAW; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

City Clerk read Ordinance 21-10 for the record.

Comm Partin moved to adopt Ordinance 21-10 as presented.

Comm Holihan seconded the motion, which passed unanimously 7:0.

- b. **Discussion on Equity Study Commission**

City Manager Francis said he could not find any more information on an Equity Study Commission. However, he said the City's business community can form a Commission from each District to look at new rates and classifications for home-based businesses and commercial properties. Staff recommended the discussion be tabled for 3-4 months. After discussion, the Council consensus was to place the question and create a Committee on hold for a later date.

Comm Nielsen moved to table discussion for four months.

Comm Gold seconded the motion, which passed unanimously 7:0.

7. New Business

- a. **Discussion/Appointment Kevin Pierre to Budget Advisory Committee (District 4)**

Comm Holihan moved to appoint Kevin Pierre to the Budget Advisory Committee for District 4.

Comm Partin seconded the motion, which passed unanimously 7:0.

- b. **Discuss Revised Lease Agreement for Cornerstone Charter Academy**

City Manager Francis said the City and CCA Representative met on August 31 to discuss changes to the lease agreement. One of the items they could not agree on was the annual rent. It was proposed, at the meeting, that the City continue negotiations for a reasonable and fair rent. The City asked CCA for total costs for their facilities, grounds, and annual payments; provided for the record.

The City, under its current Lease, has an obligation for maintenance of the HVAC and building envelope – averaging approximately \$350,000 for the past few years – break down consist of,

- The school strictly pays the Debt Service Fund totaling \$8m through its revenues.
- \$250,000 is put away in a Reserve Fund for equipment, maintenance, and repair.
- Excess rent is given back to the City to cover expenses at the school.

Mr. Francis summarized the upcoming maintenance projects, over the next couple of years, at the High School totaling \$850,000 and equipment and repair projects on the other buildings totaling approximately - \$977,000.

With the proposed Triple Net Lease, CCA will take on the maintenance, equipment, and repair debt and refinance the Bond. The City will not have to pay any maintenance costs moving forward. In addition, CCA will be taking over the Bank of America property and the Debt Service for the next 20-years. Based on the new Lease, CCA offered a rent of \$400,000 a year for the ground lease with a 2% max and CPI annual increase.

The subcommittee reviewed the Lease and removed the language that stated CCA could not make any By-Law changes through a lease. The proposed Lease also requires some scrivener edits. Staff recommends conditional approval to move forward for CCA approval. The Lease will be approved by Ordinance and have two readings before adoption by Council.

Comm Nielsen asked for clarification on Article III – Leasehold Mortgages. Attorney Langley said it is a mortgage on the Charter School's interest on the Lease. A Leasehold is the tenant's interest on the Lease, contracted the right of possession. The mortgage will be a security interest that will encumber the tenant's interests.

Comm Holihan said he did not see a subordination clause and said one should be clearly stated. Mr. Francis said he would make the note and forward it to the City Attorney for review. He further asked for clarification on Condemnation. Attorney Langley said since the City is the owner, the likelihood of Condemnation is unlikely. There is document law that often prohibits one entity from taking the property of another. Since the City has condemning power, it mitigates the possibility. Comm Holihan said he is not opposed to the proposed rent considering all the

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 2 of 6

school's other expenses will be covered under the new Lease (HVAC replacement, debt service, maintenance, and repairs).

For clarification, Mr. Francis said the City of Belle Isle Charter Schools Inc. was changed to Cornerstone Charter Schools, Inc. and corrected on the final Lease. The City owns the property, and CCA is the tenant. The effective date will be applied once the 2012 Bond is paid off, approval of the Ordinance, and the Triple Net Lease is finalized.

Mayor Fouraker shared his concern with the proposed \$400,000 a year rental amount and the unknown of future build-outs not tied to the Lease. He spoke of the going rent/value rates currently in the market and believes the rent is on the low end and not close to the value for 12+ acres, including the shared use of Wallace field. Comm Holihan said the property has such a specialized use the standard comps do not apply. Discussion ensued on tenant and landlord lease options and comps.

Comm Partin said Council should consider how much money the CCA will be paying on the build-out of the property and Wallace Field. CCA will also be taking over the City's maintenance and repair costs currently paid out of the Excess Rent. The City has an opportunity to be relieved from the debt and obtain sustainable revenue.

Mayor Fouraker said the school has an \$8m surplus; the charter school business is very lucrative, and the school is asking for a 37-year term lease. He would like to see more of a community partnership. He shared some of the views from the subcommittee and provided a copy for the record. Discussion ensued.

Comm Partin said he asked CCA about the \$8m surpluses and was told that the funds are being used as part of the bank's evaluation to allow them to apply for the loan. He said after some research, the Budget Committee recommended a rent base of \$400,000.

Comm Carugno asked for staff recommendation. Mr. Francis said staff recommends,

- Council conditional approval to move forward for CCA approval;
- Have the City Attorney correct the scriveners' errors, two draft readings of an ordinance with the Lease as an exhibit.

Comm Shuck said he has always had a problem with the City making money on the school's back.

Comm Shuck moved to accept the revised lease agreement with Cornerstone Charter Schools, Inc.

Comm Partin seconded the motion.

Attorney Langley clarified that the Lease would not be formally approved until the City adopts it by Ordinance.

Comm Gold said he is interested in learning more about the school's surplus. Mayor Fouraker shared his opinion and said he does not believe enough money is being used to upgrade the building and classrooms. Discussion ensued.

After discussion, the motion failed 5:2 upon roll call with Comm Nielsen, Comm Holihan, Comm Gold, Comm Lowell, and Comm Carugno, nay. Comm Partin withdrew his second.

The motion failed for lack of a second.

The Council discussed and clarified the necessary changes to the Lease as follows,

- Subordination clause in the Lease
- Tighten the landlord and tenant permit/site plan approval process to ensure traffic studies are completed
- Scrivener's errors: tenant name, business terms, and annual CPI

Comm Nielsen asked what professionals have evaluated the Lease and determined that it is in no way harmful or risky to the City. Mayor Fouraker said the Lease had been assessed by the City's Financial Advisors, Real-estate Sub-Committee, Real Estate Expert-Bob Harrell, Study of Land Lease, Comm Partin, Comm Holihan, and the City Attorneys. Comm Nielsen shared her concerns and said the Lease should be vetted every two years or tightened up where necessary.

Comm Gold said the City and its residents are stakeholders, and the school rightfully belongs to the residents.

After discussion, Comm Holihan moved to have the Lease forwarded for CCA consideration to include the following changes,

- **Subordination clause**
- **Tighten the landlord and tenant permit approval process**
- **Correct scrivener's errors: name, business terms and move to an annual CPI**
- **Propose a yearly Lease amount of \$450,000**

Comm Partin seconded the motion with an amendment to include reasonable permit control/approval – Section 7.1. As the government in charge of permitting, Comm Langley said the City could only exercise the authority in the confines and restrictions of the law.

The motion passed 6:1 upon roll call with Comm Carugno, nay.

c. Discuss/Determine Qualifications of Nicholas Fouraker to run for Re-election

Mayor Fouraker opened the discussion and said this is a continuance of the July 20, 2021 meeting.

In consultation with the Mayor, Attorney Langley recommended that the Mayor seek clarification and determination from Council regarding his qualifications to run for re-election. He suggested that the Mayor give the facts surrounding his claim that 5826 Cove Drive is his residence to qualify for re-election.

The Council is ultimately the body that determines the qualification of its members. The Mayor was very proactive and came to Council before purchasing his home and residing out of the City limits. Council voted 7:0 and determined that the Mayor continues to meet the qualifications for office due to the circumstances. Circumstances have not changed, and Case Law on residency is not always black and white. The mere absence from home is not evidenced that someone has lost a residence. The courts look to the intention of the individual who wants to run for office—unless there is clear evidence of the contrary. The courts may be more favorable towards him through several factors: where he receives mail, utility bills, and driver's license address, renovation of a property, and homestead exemption.

Mayor Fouraker said he came to Council proactively in the act of transparency to disclose that he had a dilemma with purchasing a property with extensive renovations on his forever home. With Council's approval, he and his family endeavored. He currently resides in Conway Harbor off of Daetwyler; his attendance record has been impeccable with Council, Boards, and other duties. The home was financed as his primary residence and provided a letter from the bank for the record. They have camped at the house, opened utilities, received mail, a driver's license issued, and are members of the Lake Conway HOA. He and his family have suffered unexpected delays with the building materials.

John Carr residing at 4210 Cay Drive Court, stated that it is evident that there are numerous delays with every phase of the project. They have waited for 6-months for windows, pavers, and materials. Because of all the delays, he is 6-months past the deadline, beyond anyone's control. Despite the price increases, mayor Fouraker has pushed through to ensure that things get done right and without further delay.

Comm Partin said he asked Mr. Carr about the delays. Besides the wait and price increase of 30-40% in materials, Mr. Carr said there is a shortage of professional labor. The Pandemic has created a lot of issues for a lot of folks in the industry.

Mayor Fouraker stated,

- He bought his house at 5826 Cove Drive on 10/31/2019 (1 year before the qualifying date)
- Mortgage received based on purchasing a primary resident
- Drivers License has primary address 5826 Cove Drive
- Receives USPS mail at the same address

Based on the information provided, Attorney Langley recommends that Council determines that Mayor Fouraker qualifies for re-election. A candidate for office is giving Council indication and declares that 5826 Cove Drive is his residency. The home is under construction and renovation, and upon completion, it is his residence. The fact that the Council had already spoken on this issue in Oct 2019 makes it more challenging to support the contrary position.

Mayor Fouraker excused himself from the meeting.

Comm Gold asked if the Mayor notified the Supervisor of Elections of his new address because he could not find a penalty for voting at the wrong location. Attorney Langley said he would have to ask the Mayor on his return. Comm Gold said. He spoke of the events in Nov. 2017 regarding the Charter Amendments and a letter he wrote to Mr. Francis

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 4 of 6

for clarification on Code Section 3.07 on residency. He said several residents are questioning that Section of the Code, and he feels it necessary to speak for them.

Comm Partin read section 3.03 of the Code and asked for Council clarification. Attorney Langley said it states that Council decides the qualifications and can be challenged in court, typically a candidate.

Comm Nielsen asked if the Council received the emails from John Evertsen and Holly Bobrowski. Comm Nielsen said she would like to read them aloud before moving to a vote. Comm Nielsen read the email submitted by John Evertsen dated September 20, 2021, for the record.

Comm Carugno moved to extend the meeting an additional 30 minutes.

Comm Holihan seconded the motion, which passed unanimously 7:0.

Comm Shuck excused himself for a comfort break.

Vice Mayor Partin called for citizen comments.

- Holly Bobrowski shared her concerns over the integrity of the City Charter. The Charter clearly states the residency requirements to qualify to be a candidate for office and what needs to remain there. She spoke on Sections 3.02, 3.07, 3.03 and submitted a copy of her email to Council dated September 21, 2021.

There being no further comment, he closed citizen comment.

Attorney Langley spoke on the statement made by John Evertsen in his letter regarding Council directing the City Clerk. Attorney Langley stated that Section 3.03 explicitly gives the Council the role to determine the qualifications of its members and extends to candidates. The forfeiture of office provision speaks explicitly to individual members of the Council directing staff members, not the entire body. He does not see the decision, as a body, on this matter interfering with the role of the City Clerk.

Attorney Langley also said the example of a person claiming they could not hold office because he did not reside in the District. The dispute is not to whether someone resides in a district. In this case, the Mayor says that he resides in the City, this is my address, and I plan to live there. Unless there are any questions, his recommendation has not changed

Comm Holihan said one of the things the Council is striving to do is raise themselves to a higher level moving forward. Council granted the exemption; Mayor Fouraker has done his best to get his home built under the existing conditions and continues to keep it as his primary residence. The Council must uphold the intent for him to complete the process.

Comm Shuck shared some concerns with the address posted on permit applications as 7328 Grotto Avenue. The exemption was granted in 2019 after qualifying in the prior election. He said, if Council wants to stick to the letter of the law, the Code calls for a bonafide residence and a homestead exemption. Attorney Langley clarified that a homestead exemption is not the only deciding factor. Discussion ensued.

Comm Carugno shared his concerns with the comments made by John Evertsen about Council. He said Council is doing the best they can and understands the stress s the Mayor and his family must be going through. He said the Mayor should be allowed to qualify, and if someone is opposed, they should vote him out. Based on the Attorney's recommendation, he called for the vote.

After hearing the evidence presented by the City Attorney, Comm Carugno moved that the Council is determining that Mayor Fouraker meets the residency requirement for re-election for the position of Mayor based on the declaration that 5826 Cove Drive is his residence.

Comm Holihan seconded the motion, which passed unanimously 5:2 upon roll with Comm Shuck and Comm Gold, nay.

8. Attorney's Report – No report.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 5 of 6

9. City Manager's Report

a. Issues Log – No report.

Mr. Francis reported the following

- He will be on vacation from September 24 – October 1.
- He and the Lobbyists met with Rep. Anna Eskamani and Sen. Linda Stewart regarding State funding for Wallace Field Drainage Project, Building a new Emergency/PD Operations Center, and Start the conversion of Septic to Sewer Program.

b. Chief's Report – No report.

c. Public Works Director's Report – No report.

10. Mayor's Report

Mayor Fouraker reported on the following,

- CCA Board meeting scheduled for September 22
- COVID 19 Vaccine Event – October 4.

11. Council Reports

- Pine Castle Pioneer Days Silent Auction – October 21 at 6:30 at St. Mary of the Angels
- Gumbo Cook-off – October

12. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 9:30 pm.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 6 of 6

Office of the Mayor

CITY OF BELLE ISLE



Proclamation

Declaring October 15, 2021 as “Blind Americans Equality Day” in the Orlando Metropolitan Area

Whereas, by joint resolution approved on October 6, 1964 (Public Law 88-628, as amended), Congress designated October 15 of each year as “White Cane Safety Day” to recognize the contributions of Americans who are blind or have impaired vision; and

Whereas, it is important that all residents in the Orlando Metropolitan Area who are blind or visually impaired have the opportunity to live active, independent lives; and

Whereas, more than 32,000 residents in Central Florida are blind or visually impaired; and

Whereas, for Floridians who are blind or visually impaired, the white cane is an important tool for self-reliance and full participation and inclusion in our society; and

Whereas, the use of white canes, dog guides, and public and private transportation programs has ensured Floridians who are blind or visually impaired can travel efficiently and safely, breaking down barriers to success and independence; and

Whereas, in 2011 “White Cane Safety Day” was renamed “Blind Americans Equality Day” by President Barack Obama; and

Whereas, this proclamation called upon public officials, business and community leaders, educators, librarians, and Americans across the country to observe this day with appropriate ceremonies, activities, and programs to celebrate and recognize the accomplishments and contributions of blind and visually impaired Americans; and

Whereas, we recommit to forging ahead with the work of perfecting our Union and ensuring we remain a Nation where all people, including those living with disabilities, have every opportunity to achieve their dreams.

NOW, THEREFORE, BE IT RESOLVED by the City of Belle Isle City Council that October 15, 2021 is designated as

“Blind Americans Equality Day”

Passed and duly adopted at a regular meeting of the City of Belle Isle City Council on this 5th day of October 2021.

The undersigned duly qualified serving as Mayor of the City of Belle Isle City Council certifies that the foregoing is a true and correct copy of a Proclamation adopted at a legally convened meeting of the City of Belle Isle City Council.

ATTEST

Yolanda Quiceno, City Clerk

Honorable Nicholas Fouraker



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: October 5, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 21-11 Updating the BIMC RE: Advisory Boards (2nd Reading)

Background: The City Council recognized that complications arise with regard to Florida’s open meeting laws when members of its City Council simultaneously serve as a member of an advisory committee and to prevent any such complications from arising, the City Council directed that an ordinance be drafted to preclude City Commissioners or the Mayor, including City Commissioners-elect or a Mayor-elect from simultaneously serving as a member of an advisory committee.

Staff Recommendation: Read Ordinance 21-11 for a second time at the October 5 Council meeting and adopt the ordinance at that meeting.

Suggested Motion: I move that we adopt Ordinance 21-11 as presented.

Alternatives: Do not continue with the Ordinance and continue to allow Commissioners to serve on advisory boards.

Fiscal Impact: None

Attachments: Ordinance 21-11

ORDINANCE NO. 21-11

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA AMENDING SECTION 2-54 OF THE CITY'S CODE OF ORDINANCES; DISALLOWING MEMBERS OF THE CITY COUNCIL FROM BEING APPOINTED TO OR REMAINING ON ADVISORY COMMITTEES; AUTHORIZING THE CITY COUNCIL TO ESTABLISH QUALIFICATIONS FOR MEMBERSHIP TO ADVISORY COMMITTEES AND ADDRESSING COUNCIL AUTHORITY FOR THE REMOVAL OF ADVISORY COMMITTEE MEMBERS; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle (the "City") has recognized that complications arise with regard to Florida's open meeting laws when members of its City Council simultaneously serve as a member of an advisory committee serving thereunder;

WHEREAS, to prevent any such complications from arising, the City desires to preclude City Commissioners or the Mayor, including City Commissioners-elect or a Mayor-elect from simultaneously serving as a member of an advisory committee;

WHEREAS, the City Council further desires to expressly codify its authority to delineate qualifications for membership to certain advisory committees; and

NOW, THEREFORE, be it ordained by the City Council of the City of Belle Isle, Florida, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. City Code Amendment. Section 2-54 of the Belle Isle Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 2-54. Advisory committees.

- (a) *Establishing advisory committees.* The city council has the power to create any advisory committee which is not identified within the city Charter. Any advisory committee established by the council shall adhere to the regulations listed in this section. The term "advisory committee" shall mean any committee established by the council, not identified in the city Charter, and advisory in nature to the council. The council shall identify the duties, qualifications, and purpose of ~~the~~ each advisory committee.
- (b) *Membership.*

(1) *Composition, nomination and approval.* Advisory committees shall consist of at least three but not more than seven members as determined by the council. Each member of a committee shall be nominated by the member's commissioner according to the qualifications established by the council for that advisory board and approved by the entire council. ~~Each~~ ~~No~~ commissioner may shall have the right to serve on the committee. If a member of any advisory committee is elected or appointed to the council while serving on the committee, the member will be deemed to automatically resign from the committee upon the certification of the election to the council or the effective date of the appointment to the council. ~~or may choose a resident of the commissioner's district to serve on the committee.~~

(2) *Chair and vice-chair.* The members of an advisory committee shall elect a chair and vice-chair from among its membership. The chair and vice-chair shall each be elected for a one-year term. Each year thereafter, an election for a chair and vice-chair will be held during the anniversary month.

(3) ~~*Mayor-City Manager Responsibility.*~~

~~a. The mayor may, if nominated, serve as a voting member of an advisory committee for the district in which the mayor lives.~~

~~b. The mayor shall serve as a nonvoting ex officio member of any advisory committee on which the mayor is not a voting member.~~

ea. The city manager shall be responsible for informing the committee of its duties and purpose as identified by the council.

eb. It shall be the city manager's duty to ensure that any and all information, equipment and manpower necessary to accomplish the committee's duties and achieve its purpose are provided.

(4) *Terms.* The terms of the individual members of an advisory committee shall be determined by the council. At the time the committee is established, the council shall set the term length, qualifications of members, and decide on the method of reappointment. An advisory committee member may be removed from an advisory committee by the council, with or without cause, at any time.

(5) *Vacancies.*

a. Should any seat on an advisory committee become vacant, the council shall nominate and approve the member in the same method described in subsection (b)(1) of this section.

- b. Should the chair no longer be able to serve or that seat become vacant, the vice-chair shall become chair.
- c. Should the vice-chair no longer be able to serve or that seat become vacant, the advisory committee shall elect a new vice-chair from its members.

(c) *Abolishing an advisory committee.* The council has the power to abolish an advisory committee or restructure the advisory committee in accordance with the city's goals, objectives and policies.

SECTION 3. Codification. Section 2 of this Ordinance will be incorporated into the Belle Isle City Code. Any section, paragraph number, letter, and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. If a conflict arises between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of such conflict, as permitted under the law.

SECTION 6. Effective date. This Ordinance will become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

FIRST READING: _____, 2021

SECOND READING: _____, 2021

ADOPTED this ____ day of _____ 2021, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL
CITY OF BELLE ISLE

Nick Fouraker, Mayor

ATTEST:

Yolanda Quiceno, City Clerk

S:\DL\Clients\Belle Isle, City of\General B900-29001\Ordinance - Advisory Board Changes\Ordinance - Advisory Board Amendments - 08-26-2021.docx

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RESOLUTION NO. 21-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA;
AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR THE EMPLOYEES OF
BELLE ISLE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Commission established a Retirement Plan and Trust for the Employees of Belle Isle pursuant to Resolution 14-01 dated January 7, 2014; and

WHEREAS, the Retirement Plan and Trust agreement was executed on January 7, 2014; and

WHEREAS, the plan was last amended on October 1, 2020 by Resolution 20-16; and

WHEREAS, the Plan and Trust authorizes the City Council to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivering to the Trustee a written amendment in accordance with the limitations set out in that section; and

WHEREAS, the City Council desires to amend the Plan and Trust in order to change the employer contribution rate of the Plan set forth by the adoption of the plan on January 7, 2014; and

WHEREAS, the effective date of this resolution shall be October 1, 2021, City non-elective employer contributions shall be 15% for civilian general employees and 17.5% for law enforcement employees.

1 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA**
2 **HEREBY RESOLVES:**

3 **SECTION 1.** The City Council of the City of Belle Isle, in its capacity
4 as the Trustee of the Retirement Plan and Trust for the employees of Belle
5 Isle hereby approves the changes as set out forth below, with additions to
6 the Plan and Trust indicated by underlining (underlining) and deletions by
7 strike through (~~stricken through~~).

8
9 **PARTICIPATING EMPLOYER CONTRIBUTIONS**

10 A Participating Employer may make Non-elective Contributions and/or Matching
11 Contributions as specified below. Non-elective Contributions and Matching
12 Contributions that are tied to Payroll Periods (as defined in this Adoption
13 Agreement) must be remitted to the Plan Administrator no later than 15
14 business days after the Payroll Period. Annual Contributions must be remitted
15 to the Plan Administrator no later than 15 business days after the end of the
16 Plan Year. A Participating Employer may establish different classes of
17 Employees for contribution purposes in this Adoption Agreement. The
18 Participating Employer hereby elects to make Contributions as follows (choose
19 one or both as applicable):

- 20 Non-elective Contributions - Participating Employer Non-elective
- 21 Contributions will be made on the following basis (must specify):
- 22 ~~14% employer contribution for civilian general employees~~
- 23 15% employer contribution for civilian general employees
- 24 17.5% employer contribution for law enforcement employees

25

1 **Section 2.** The City Council of Belle Isle hereby empowers the
2 Chairperson or its appointee of the City of Belle Isle with the authority to
3 execute such documents and agreements as are required to effectuate this
4 amendment of the Plan.

5 **SECTION 3.** All Resolutions or parts of Resolutions, in conflict with
6 this Resolution are hereby repealed.

7 **SECTION 4.** This Resolution shall be effective October 1, 2021.

8
9 **ADOPTED** at a public hearing of and by the City Council of the City of
10 Belle Isle, Florida, this 5th day of October, 2021.

11
12 _____

13 Nicholas Fouraker, Mayor

14
15 Attest: _____

16 Yolanda Quiceno, CMC-City Clerk

17
18 _____

19 Approved as to form and legality

20 City Attorney

21
22
23
24
25

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do
4 hereby certify that the above and foregoing Resolution No. 21-21 was duly and
5 legally passed and adopted by the Belle Isle City Council in session
6 assembled, at which session a quorum of its members were present on the
7 _____ day of October, 2021.

8

9 _____

10 Yolanda Quiceno, City Clerk

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

ORDINANCE NO. 21-12

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA APPROVING AND AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO THE CORNERSTONE CHARTER ACADEMY, INC. FOR THE CONTINUED OPERATION OF A CHARTER SCHOOL; AND PROVIDING FOR SEVERABILITY, CONFLICTS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 3.12(G) of the Charter of the City of Belle Isle, Florida, requires the City Council to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

WHEREAS, the City owns fee simple title to real property identified to wit (“Leased Premises”), which is more specifically described as set forth in **Exhibit A** to the proposed Lease Agreement, which is attached hereto and incorporated herein as **Exhibit 1**; and

WHEREAS, the Cornerstone Charter Academy, Inc. (“Lessee”) has constructed and presently operates the Cornerstone Charter Academy (the “Charter School”) located at 5903 Randolph Avenue, Belle Isle, Florida, for the benefit of local residents; and

WHEREAS, the City is currently obligated for repayment of certain Charter School Lease Revenue Bonds, Series 2012, (“2012 Bonds”) pursuant to the Trust Indenture dated October 1, 2012, (“Trust Indenture”) which 2012 Bonds were issued for the purpose of purchasing the Premises (or a substantial parcels thereof);

WHEREAS, the City and Lessee are currently parties to a lease dated October 1, 2012 (the “Prior Lease”), which Prior Lease, in part, secures repayment of the 2012 Bonds;

WHEREAS, the City and Lessee have determined it is in the best interests of both parties that the 2012 Bonds be fully redeemed pursuant to the terms of the Trust Indenture;

WHEREAS, the Lessee is willing and able to obtain financing to fully redeem the 2012 Bonds in consideration of this new Lease Agreement with the City; and

WHEREAS, the City desires to lease the Leased Premises to the Lessee, and Lessee desires to lease the Leased Premises from the City for the continued operation of the Charter School and pursuant to and in accordance with the terms and conditions of the Lease Agreement;

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to the Cornerstone Charter Academy, Inc., in accordance with the Lease Agreement attached as **Exhibit “1”** to this Ordinance (“Lease Agreement”).

NOW, THEREFORE, be it ordained by the City Council of the City of Belle Isle, Florida, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Approval of Lease. The City Council of the City of Belle Isle hereby approves the Lease Agreement attached hereto as **Exhibit "1."** The Mayor is hereby authorized to execute the Lease Agreement for and on behalf of the City of Belle Isle.

SECTION 3. Authorization. This Ordinance constitutes the authorization by the City Council pursuant to Section 3.12(G) of the Charter of the City of Belle Isle, Florida, for the lease of the Leased Premises.

SECTION 4. Conflicts. To the extent that any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, this Ordinance will govern and control.

SECTION 5. Non-Codification. No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

SECTION 6. Effective date. This Ordinance will become effective immediately upon adoption and passage by the City Council of the City of Belle Isle, Florida.

FIRST READING: October 5, 2021

SECOND READING: _____, 2021

ADOPTED this ____ day of _____ 2021, by the City Council of the City of Belle Isle, Florida.

	YES	NO	ABSENT
Ed Gold	_____	_____	_____
Anthony Carugno	_____	_____	_____
Karl Shuck	_____	_____	_____
Randy Holihan	_____	_____	_____
Beth Lowell	_____	_____	_____
Jim Partin	_____	_____	_____
Sue Nielsen	_____	_____	_____

CITY COUNCIL
CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

Kurt Ardaman, City Attorney

Approved as to form and legality for the use and
reliance of the City of Belle Isle, FL, only.

LEASE AGREEMENT

by and between

CITY OF BELLE ISLE, FLORIDA

as LANDLORD

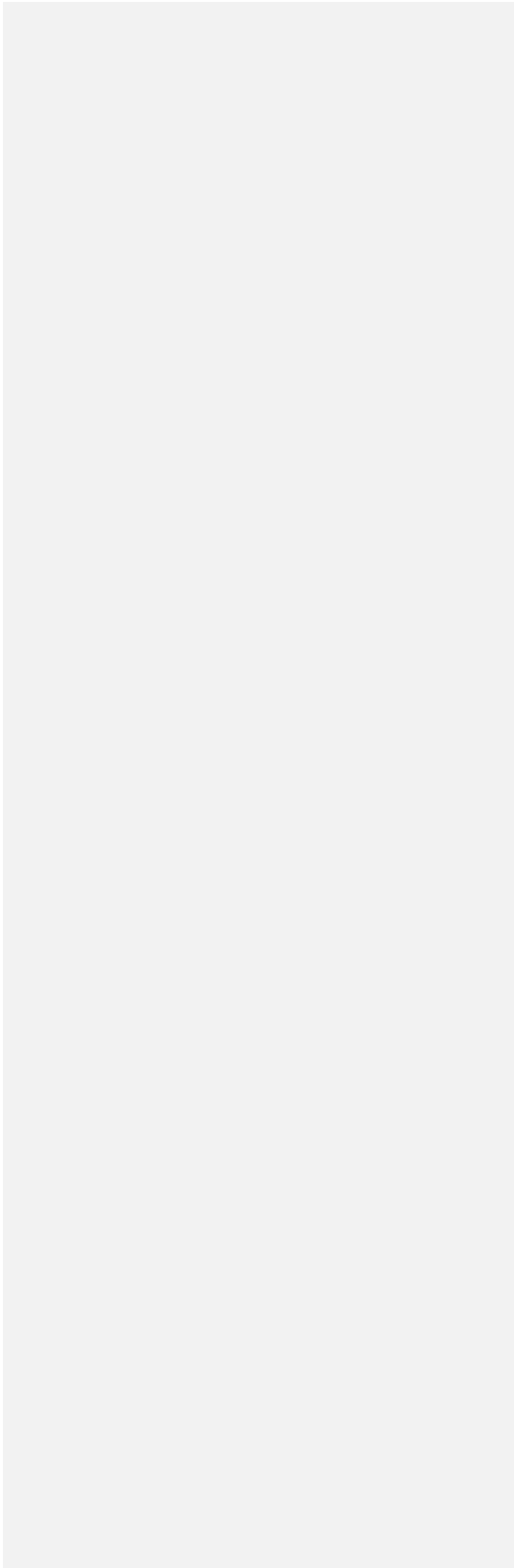
and

CORNERSTONE CHARTER ACADEMY, INC. as

TENANT

Property Address:

**5903 Randolph Avenue, Belle Isle, FL
32809**



LEASE
AGREEMENT

This LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 2021 by and between CITY OF BELLE ISLE, FLORIDA, a Florida municipal corporation ("Landlord, or City") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and CORNERSTONE CHARTER ACADEMY, INC., a Florida not-for-profit corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

WITNESSETH

÷

WHEREAS, Landlord is the fee simple owner of certain real property as more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, including the tenements, hereditaments, improvements, fixtures, furniture, equipment, appurtenances, rights, easements, and rights-of-way incident thereto (collectively, the "Leased Premises");

WHEREAS, as of the date of this Lease, Tenant currently operates two charter schools known as Cornerstone Charter Academy, for up to 900 students in grades K-8, and Cornerstone Charter High School, for up to 800 students in grades 9-12, (collectively, the "Charter Schools") on the Premises;

WHEREAS, Landlord is currently obligated for repayment of certain Charter School Lease Revenue Bonds, Series 2012, ("2012 Bonds") pursuant to the Trust Indenture dated October 1, 2012, ("Trust Indenture") which 2012 Bonds were issued for the purpose of purchasing the Premises (or a substantial parcels thereof);

WHEREAS, Tenant and Landlord are currently parties to that certain Lease Agreement dated October 1, 2012, which Lease Agreement, in part, secures repayment of the 2012 Bonds;

WHEREAS, Tenant and Landlord have determined it is in the best interests of both parties that the 2012 Bonds be fully redeemed pursuant to the terms of the Trust Indenture;

WHEREAS, Tenant is willing and able to obtain financing to fully redeem the 2012 Bonds in consideration of this new lease agreement with Landlord; and

WHEREAS, the Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from the Landlord for the Permitted Use (as hereinafter defined) and pursuant to and in accordance with the terms and conditions more specifically set forth herein.

NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Except as otherwise defined herein, capitalized words and phrases shall have the meanings specified below, and other capitalized words and phrases in this Lease have the meanings ascribed to them, unless the context clearly requires otherwise:

"Annual Financial Statements" means the annual audited financial statements, which may be in a single combined report or separate statements, relating to (i) the Cornerstone Charter Academy and (ii) the Cornerstone Charter High School, prepared in accordance with Generally Accepted Accounting Principles by a Certified Public Accountant, relating to the Charter Schools' operations and including, without limitation, statements in reasonable detail of financial condition as of the end of such Charter School Fiscal Year and income and expenses for such Charter School Fiscal Year. To ensure transparency, these Annual Financial Statements as well as monthly financial reports (including revenues, expenses, and fund balances) must be published on the school website and available to the public within 5 business days after the closing of the books for the respective period.

"Buildings" means all buildings and other structures now existing or later constructed on the Premises and includes, without limitation, the charter school facilities located on the Premises as of the date of this Lease.

"Charter Contracts" shall mean the charter contracts granted to the Tenant by the School Board pursuant to § 1002.33, Florida Statutes, for the operation of the Charter Schools, as such contracts may be in place and effective from time to time, including all amendments, extensions and renewals thereof.

"Charter School Fiscal Year" has the meaning set forth in the Charter.

"Charter School Law" means Section 1002.33, Florida Statutes and other applicable provisions of law governing or otherwise relating to charter schools.

"Charter School Revenues" means all amounts payable to Tenant by the School Board or the Florida Department of Education under the Charter Contracts including, but not limited to (i) Charter School capital outlay funds distributed to Tenant pursuant to Sections 1002.33(19), 1013.62, 1013.71, 1013.72, 1013.735, 1013.737, Florida Statutes, and any successor statutes or similar funding sources, and (ii) Charter School operating funds distributed to Tenant pursuant to Section 1002.33(17), Florida Statutes and any successor statutes or similar funding sources.

"Equipment" means all furniture, machinery, fixtures, and equipment now owned or hereafter acquired by Landlord for use at any portion of the Premises (excluding such matters temporarily provided by Landlord for temporary use on the Premises), including, without limitation, all items of tangible personal property and fixtures used or usable in connection with the Buildings, and any item of furniture, machinery, fixtures, equipment or other tangible personal property or fixtures acquired in substitution or replacement thereof.

"Indebtedness" means all indebtedness of the Tenant for borrowed moneys, no matter how created, regardless of whether such indebtedness is assumed by the Tenant, including any leases required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations, and guaranties.

"Leased Premises" means the parcels of land described in Exhibit A, attached hereto and incorporated herein, and the buildings and other improvements situated thereon with any additions or alterations thereto which are permitted under this Lease Agreement.

"Lien" means any mortgage or pledge of security interest in, or lien or encumbrance on, any property that secures any Indebtedness or other obligation of the Tenant.

"School Board" means the School Board of Orange County, Florida.

**ARTICLE II
TENANT
REPRESENTATIONS**

Section 2.1. Representations by the Tenant. The Tenant represents and covenants that:

(a) It is duly organized and existing as a Florida not-for-profit corporation and is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) The Tenant has been duly authorized to execute the Lease Agreement and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of this Lease Agreement will not conflict with or constitute a breach of or default by the Tenant under any other instrument or agreement to which the Tenant is a party or by which its property is bound.

(c) The Tenant's execution, delivery, and performance of the Lease Agreement shall not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over the Tenant.

(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's ability to execute, deliver, and perform with respect to this Lease Agreement.

(f) Neither the representations of the Tenant contained in the Lease Agreement nor any oral or written statement, furnished by or on behalf of the Tenant to the Landlord and the transactions contemplated hereby, contain any untrue statement of a material fact or omit stating a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Tenant has not disclosed to the Landlord in writing that the Tenant believes materially and adversely affect or in the future may (so far as the Tenant can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its obligations under the Tenant Documents or any documents or transactions contemplated hereby or thereby.

(g)The Tenant's federal employer identification number is 27-2154495.

(h) The Tenant will comply fully and in all respects with the Charter School Law and the Charter Contracts and will take all reasonable action to maintain, extend and renew the Charter Contracts so long as any amounts under this Lease are due and payable. Tenant will notify Landlord on Charter renewals or changes to the Charter.

(i) The Tenant has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Leased Premises to operate the Leased Premises as charter schools, and to enter into, execute, and perform its obligations under this Lease and the other Tenant Documents.

(j) *Intentionally Left Blank.*

(k) The Tenant (i) understands the nature of the structure of the transactions related to the financing and refinancing of the Leased Premises; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Tenant or the Landlord is a party or of which the Tenant is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Leased Premises; and (iv) has not relied on the Landlord for any guidance or expertise in analyzing the financial consequences of such financing transactions.

(l) Tenant has entered into this Lease based on its own full investigation, including third party acting for the Tenant, of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation, or that of the third party.

(m) There is no completed, pending or, to Tenant’s knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Tenant.

ARTICLE III
DEMISING
CLAUSE/LEASEHOLD
MORTGAGES

Section 3.1 Demising Clause. Landlord hereby demises and leases the Leased Premises to Tenant and Tenant hereby leases the Leased Premises from Landlord, in accordance with the provisions of this Lease, to have and to hold for the Term (as defined herein).

Section 3.2. Leasehold Mortgages. Except as specifically provided otherwise in this Lease, Tenant shall be permitted to mortgage Tenant’s leasehold interest in the Leased Premises.

3.2a Landlord agrees that the provisions set forth in this Section 3.2 shall apply to, and be for the benefit of, any mortgagee of Tenant’s leasehold interest in the Leased Premises, whose mortgage is a first lien on Tenant’s leasehold interest (“Leasehold Mortgage”). Landlord shall be served with a copy of the mortgage (“Leasehold Mortgage”) certified to be true by the Leasehold Mortgagee and a certified true copy of the title insurance policy insuring the Leasehold Mortgage to be a first lien on Tenant’s leasehold interest in the Leased Premises, or Landlord shall be provided with other proof reasonably satisfactory to Landlord of the priority of the Leasehold Mortgage.

3.2b No notice of default of this Lease Agreement will be valid, binding, and effective until the notice is served on all Leasehold Mortgagees in the manner set forth in this Lease, at the address set forth in the Leasehold Mortgage or the address the Leasehold Mortgagee provides to Landlord according to the provisions set forth in this Lease.

3.2c Monetary Default. If there is a default due to nonpayment of monetary obligations payable directly by Tenant to Landlord (“Monetary Default”), Landlord shall not exercise any of the rights and remedies provided in Article 11 or elsewhere in this Lease, or any remedies provided by law, unless the Monetary Default shall have continued for at least thirty days after notice to all Leasehold Mortgagees.

3.2d Curable Nonmonetary Default. If there is a curable default other than a Monetary Default (“Curable Nonmonetary Default”), Landlord shall not exercise any of the rights and remedies provided in this Lease, or any remedies provided by law, unless the Curable Nonmonetary Default shall have continued for at least thirty days after notice to the Leasehold Mortgagee. However, if it is not reasonably possible to cure the default within thirty days, then the time period for curing the Curable Nonmonetary Default shall be extended, provided that the default is cured as expeditiously as practicable by actions undertaken diligently and in good faith.

3.2e Noncurable Default. If there is a default due to bankruptcy, insolvency, or any other noncurable default (“Noncurable Default”), Landlord shall not exercise any of the rights and remedies provided in this Lease, or any remedies provided by law, if within thirty days after notice of default a Leasehold Mortgagee notifies Landlord that it will foreclose its Leasehold Mortgage, and that Leasehold Mortgagee diligently and continuously commences and prosecutes to completion foreclosure proceedings and sale of Tenant’s leasehold interest in the Leased Premises, or causes that leasehold interest to be conveyed and assigned in lieu of foreclosure. However, nothing contained in this Paragraph shall prohibit Landlord from exercising its rights and remedies pursuant to this Lease, or any remedies provided by law, should there occur a Monetary Default or Curable Nonmonetary Default after the occurrence of a Noncurable Default.

3.2f If this Lease is terminated due to a Tenant default, Landlord shall serve notice of this termination on the Leasehold Mortgagee, specifying all sums of money then due and payable under this Lease and specifying any other default then existing. The Leasehold Mortgagee shall have the option of obtaining a new lease (“New Lease”) on terms set forth in Paragraph 3.2g; this option shall be waived if it is not exercised within thirty days after the Leasehold Mortgagee receives notice of termination.

3.2g The New Lease entered into between Landlord and Leasehold Mortgagee as the New Tenant shall contain terms identical to the terms of this Lease, except that the commencement date of the New Lease shall be the date of termination of this Lease, and the term of the New Lease shall be equal to the remaining Term of this Lease.

3.2h The New Lease shall be subject to the following terms:

- (1) All Monetary Defaults and Curable Nonmonetary Defaults shall be cured by the New Tenant.
- (2) All fees and expenses, including reasonable counsel fees, incurred by Landlord in connection with Tenant’s defaults, termination of this Lease, recovery of possession, negotiations with Leasehold Mortgagees, and preparation and execution of the New Lease, shall be paid by the New Tenant.

3.2 i Landlord shall accept performance of the terms of this Lease or a New Lease by the Leasehold Mortgagee, or any agent, nominee, or designee of a Leasehold Mortgagee, as if the terms were performed by Tenant.

3.2j If the Leasehold Mortgagee enters into a New Lease or acquire Tenant’s leasehold interest in the Leased Premises by foreclosure or otherwise, and then Leasehold Mortgagee assigns or otherwise conveys its interest in this Lease or the New Lease, on that assignment or conveyance the Leasehold Mortgagee will be discharged and relieved from all liability for performance of the terms of this Lease or the New Lease subsequently accruing, but nothing contained in this Lease may relieve the Leasehold Mortgagee from its liabilities and obligations accruing before the assignment or conveyance. Provided, however, that any assignment or conveyance of this Lease or the New Lease must be approved by Landlord, which approval will not be unreasonably withheld.

3.2k This Lease may not be modified or amended, nor may it be voluntarily terminated by Landlord and Tenant, without the prior written consent of the Leasehold Mortgagee.

**ARTICLE IV
TERM, SURRENDER**

Section 4.1 Term. The term of this Lease shall commence on the Effective Date (as hereinafter defined) and end on the date that is thirty-seven (37) years thereafter unless sooner terminated in accordance with the terms and conditions hereof (the “**Termination Date**”). The period from the Effective Date through the Termination Date shall be referred to herein as the “**Term**.” unless earlier terminated pursuant to Section 4.2 below.

Section 4.1 a. Effective Date. This Lease Agreement shall become effective as of the date the 2012 Bonds are fully redeemed. Landlord and Tenant specifically acknowledge and agree that this Lease Agreement is contingent upon the following conditions:

- i. Tenant obtaining bond financing on terms and conditions acceptable to Tenant; and
- ii. Upon redemption of the 2012 Bonds, Landlord shall pay to Tenant the balance of funds held in the City of Belle Isle Charter Debt Service Funds, retaining only the Security Deposit pursuant to Section 4.4 below.

Section 4.2. Termination of Term. The Term shall terminate upon the earliest of any of the following events:

- (a) The occurrence of an Event of Default and termination of the Term by the Landlord under Article XIV of this Lease; or
- (b) The end of the Term.

Section 4.3. Term Extensions. Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have the option to extend the Initial Term (the "Term Extension") for the greater of two (2) 5-year terms or for the same amount of time that the Orange County School Board (or the state) extends the term of either Contract (the "Charter Renewal"). The

renewal process may require that Tenant be able to demonstrate to the School Board that the Lease Agreement has been extended as a condition to the School Board's willingness to grant the Charter Renewal. In such case, Tenant can elect to initiate the Term Extension subject to a condition that the School Board approve the Charter Renewal within a reasonable amount of time after any such Charter Renewal, Tenant shall notify the Landlord of any such extensions. If Tenant elects to exercise said option, then Tenant shall provide Landlord with written notice not later than eighteen (18) months prior to the expiration of the term of the Lease. If Tenant does not exercise any such option in a timely manner, then all rights to extend the Lease automatically shall terminate, Landlord shall have the right during the remainder of the Term of this Lease to advertise the availability of the Premises for sale or reletting and to erect upon the Premises signs appropriate for the purpose of indicating such availability.

Section 4.4. End of Term. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Premises in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All alterations, additions or improvements and fixtures made to the Leased Premises made by either party shall remain upon and be surrendered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant's movable trade fixtures, furniture, furnishings and equipment not permanently attached to the Improvements or Premises and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal must be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of the Term, the same shall, at Landlord's option, become the property of Landlord. The Tenant will pay to the Landlord \$250,000.00 as security for any damages not repaired by the Tenant. If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 20 days after termination/expiration of the Leased Premises to Tenant. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenant, including damages and such charges shall be deemed additional rent.

Section 4.5 Holdover Tenancy. If Tenant does hold over following the expiration or earlier termination of this Lease without Landlord's express or implied consent, the Base Rent payable during such holding over shall be as follows: (i) for the first ninety (90) days, one hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such holding over, (ii) for the next ninety (90) days, one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over, and (iii) thereafter, two hundred percent (200%) of the Base Rent in effect immediately preceding such holding over. The foregoing sentence shall not imply any right to holdover, nor shall it limit Landlord's right to collect its damages including reasonable legal fees, lost profits and consequential damages, in the event of a holdover.

Section 4.6 Option to Lease Additional Space. If additional property is acquired by the Landlord, then during the Term of this Lease and any renewals thereof, Tenant shall have the limited option to lease only those areas shown as the "Additional Space" on Exhibit D attached hereto and incorporated by reference, by adding the Additional Space to this Lease at a rate to be negotiated in good faith between Landlord and Tenant.

ARTICLE V
RENT

Section 5.1 Rent Payment Period. The "Annual Rent" (as defined below) must be paid timely in equal quarterly installments beginning October 1st of each of the consecutive 12-month

periods during the Term.

Section 5.2 Full Net Lease. The rent paid to Landlord in accordance with this Lease Agreement shall be absolutely net to Landlord. This means that, in addition to the rent, Tenant shall pay all “Operating Costs” and “Impositions” defined in Paragraphs 5.2a and 5.2b, below, in connection with the Leased Premises.

5.2a. “Operating Costs” shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- (1) Repairs, maintenance, replacements, improvements, painting, and redecorating.
- (2) Landscaping.
- (3) Insurance.
- (4) Heating, ventilating, and air conditioning repair and maintenance.
- (5) Water, sewer, gas, electricity, fuel oil, and other utilities.
- (6) Rubbish, garbage, and solid waste removal.
- (7) Supplies and sundries.
- (8) Sales or use taxes on supplies or services.
- (10) Costs of wages and salaries or other payments for all employees, persons, and contractors engaged in the operation, maintenance, and repair of the Leased Land, including fringe benefits and social security taxes.
- (11) All other expenses, regardless of whether mentioned in this Lease, that are incurred in connection with the operation of the Leased Premises, including any replacements if necessary for repairs and maintenance or otherwise.

5.2b. “Impositions” includes all fines, penalties, fees, and levies that result from construction activities or the normal operation of the premises on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

Section 5.3 Annual Rent. Tenant shall pay to the Landlord annual rent in the amount of ~~Two~~ ~~Three Hundred Seventy-Three~~ ~~Eighty-Four Thousand~~, Eight Hundred ~~Twenty-Seven~~ and 00/100 DOLLARS (\$~~273,800~~~~23~~~~84,827~~.00) (the “Annual Rent”). In addition to the foregoing, Landlord agrees to execute a separate agreement for additional payment to cover certain municipal services provided to the Tenant in addition to ordinary municipal levels of service to cover security, traffic management, and other additional services provided for or by the City on and about the Premises so that the sum total of the Annual Rent due under this lease and such additional payment equals four hundred fifty thousand dollars (\$450,000). Such agreement must also contain an annual adjustment to such sum that is equal to any annual increase in the CPI for that year, not to exceed 2% per annum, as described in Section 5.4 Rent Adjustments in this Agreement.

Formatted: Highlight

Section 5.4 Rent Adjustments: Once every ~~3~~ years of the Term starting with the ~~2024~~2022 school year, the Annual Rent ~~shall will~~ be adjusted ~~upward based on~~in accordance by the same percentage increase in the CPI for that year, not to exceed 2% per annum. ~~Provided however that no adjustments may be made to the portion of Annual Rent equivalent to the Bank of America Debt Service (\$125,800.00) which expires October 1, 2040. After October 1, 2040, a reduced rate for this property will be negotiate in good faith between Landlord and Tenant. the Annual Rent shall be reduced by \$100,800.00.~~

Section 5.5 Additional Rent. All sums, liabilities, obligations, and other amounts that Tenant is required to pay or discharge pursuant to this Lease, including taxes (if any) and insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or other sums which may be added for late payment thereof, will constitute “**Additional Rent**” hereunder. The Annual Rent, Additional Rent, and any other sums required to be paid by Tenant to Landlord hereunder are collectively referred to as the “**Rent**”. All Rent must be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease. If any additional rent is due, the Landlord will inform the Tenant of any such additional rent, and the parties will negotiate the payment thereof in good faith.

Section 5.6 Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage will (i) bear 5% interest from the due date for amounts past due to the Landlord until paid in full; (ii) include a reasonable administrative charge to cover the costs of processing and handling delinquent debts, but not in excess of \$100.00; and (iii) include an assessment of an additional 5% penalty charge on any portion of a debt that is more than 90 days past due.

Section 5.7 Intentionally Left Blank.

Section 5.8. Payments. All Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto).

Section 5.9. Taxes and Assessments. Tenant shall pay and discharge, punctually as and when the same shall become due and payable, each and every item of expense, of every kind and nature whatsoever relating to the ownership, use, maintenance, operation, or occupancy of the Leased Premises, or for the payment of which Landlord is, or shall or may be or become, liable by reason of any rights or interest of Landlord in or under this Lease, including all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, including any sales tax imposed on the rental payments hereunder or under a sublease, occupational license taxes, water charges, sewer charges, assessments of any nature and all other governmental impositions and charges of every kind and nature whatsoever (collectively, the “**Taxes**,” and individually, a “**Tax**”), when the same shall be due and payable without penalty or interest. It is the intention of the parties hereto that, insofar as the same may lawfully be done, Landlord will be, except as specifically provided for herein, free from all expenses in any way related to the Premises and the use, maintenance, or occupancy thereof.

ARTICLE VI

**USE AND MAINTENANCE OF
PREMISES**

Section 6.1 Permitted Use. The Leased Premises shall be used for the purposes of the maintenance, repair, and operation of an elementary school (prekindergarten through fifth grade); a middle school (sixth through eighth grade); and high school (ninth through twelfth grade) currently consisting of eight (8) buildings and related ancillary facilities and improvements (collectively, sometimes herein referred to as the “**School**”), for purposes reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, club or association meetings) and for no other purpose (all the foregoing collectively hereinafter referred to as, the “**Permitted Use**”). Notwithstanding the foregoing, Landlord may use the Leased Premises during non-school hours for nonrecurring City of Belle Isle functions upon at least 15 days’ notice and with Tenant’s prior consent, which will not be unreasonably withheld, provided that such use does not interfere with Tenant’s after-hour school activities. Landlord will return the premises to the condition in which they were found (e.g., furniture arrangement) and be responsible for clean-up consistent with CDC COVID-19 immediately after such use.

- a. Tenant agrees that, unless and to the extent that it shall obtain Landlord’s prior approval (which may be withheld in Landlord’s absolute discretion), it will not use the Premises, nor will it suffer or permit the same to be used, for any purpose that (i) is not permitted under applicable zoning regulations, or (ii) would void insurance policies required to be carried by Tenant pursuant to the terms of this Lease, or (iii) would cause material, permanent damage to the structural components of the Building, or (iv) would violate the Permitted Encumbrances, or (v) would violate Tenant’s obligations regarding the storage of Hazardous Materials pursuant to Section 6.1.c below and Article XII, or (vi) would involve the storage or sale of gasoline (in no event, however, shall the terms of this Section 6.1 or any other provision of this Lease prohibit Tenant from installing, maintaining, or operating one or more stand-by emergency generators or gas-operated maintenance equipment on the Leased Premises, provided that such activities are conducted in compliance with all applicable Legal Requirements, as defined below, Hazardous Materials Laws (as defined in Section 6.1.c below and Article XII below) and only reasonably necessary amounts of fuel are stored at the Leased Premises). Tenant shall not seek, make, consent to or acquiesce in any change in the zoning of the Leased Premises.

- b. Tenant shall, throughout the Term hereof, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations, and requirements (“**Legal Requirements**”) of all federal, state, county and municipal governments which may be applicable to the Premises, foreseen or unforeseen, ordinary as well as extraordinary, even if the same shall require structural or extraordinary repairs, alterations, or additions. Tenant accepts the Premises in the actual condition of the Premises as of the Commencement Date. If the use of the Leased Premises becomes a non-conforming use, Tenant may not permit such use to be discontinued or abandoned. Tenant shall comply and have sole responsibility for complying with the provisions of the Americans with Disabilities Act as now promulgated or as amended after the date hereof and any similar type of legislation, whether federal, state, local, or other legislation hereinafter promulgated or hereinafter amended by any governmental authority applicable to the Premises. Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other similar list and is in

compliance with OFAC, (ii) not an entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (iii) not an “Embargoed Person”, (iv) in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and regulations promulgated thereunder. None of the funds or assets of Tenant or Guarantor constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government that is an Embargoed Person and no Embargoed Person has any interest in Tenant.

- c. Without limiting the foregoing, Tenant hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a) any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance, provided however, that normal and customary school activities may in no way be considered a nuisance; (b) activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (as hereinafter defined) (excepting normal cleaning supplies, pesticides, glues, and paints kept and used in reasonable and customary quantities; or (c) partisan political activities.

Section 6.2. Delivery of Premises. Tenant has inspected all portions of the Leased Premises and agrees (a) to accept possession of the Leased Premises in the "as is" condition existing on the Commencement Date (Exhibit C), (b) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Leased Premises except as expressly set forth herein, and (c) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any improvements to the Premises to prepare the Premises for Tenant's occupancy. Tenant's occupancy of any portion of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of all portions of the Leased Premises in its then current condition and that all portions of the Leased Premises were in a good and satisfactory condition at the time such possession was taken.

Section 6.3 Maintenance and Repair. Tenant shall, throughout the Term hereof and at no expense whatsoever to Landlord, take good care of the Premises and the Building and other Improvements and structural components thereof now or hereafter erected thereon and shall not do or suffer any waste with respect thereto, and Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other Improvements (including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems) in good and lawful order and in at least as good condition as such premises are in on the Commencement Date but subject to reasonable wear and tear. When used in this Article, the term “**repairs**” shall include replacements, capital improvements or renewals when necessary. Tenant shall keep and maintain all portions of the Premises, in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the parties. To the extent not prohibited by law, Tenant hereby waives and releases all rights now or hereinafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 6.3. In addition, the provisions of this Section 6.3 are subject to the limitations imposed by Article VII below.

Section 6.4. Cleaning: Refuse and Rubbish Removal. Tenant, at Tenant's sole cost and expense, shall (a) keep all of the Leased Premises in a clean condition, (b) cause the Premises and the Buildings to be treated for pests with such frequency and in such manner as to prevent the existence of vermin, insects, or other infestation, and (c) cause Tenant's garbage and other refuse to be removed from the Premises in a timely manner and, until removed, kept in a neat and orderly condition.

Section 6.5. Landlord's Right of Access. Landlord and any other party designated by Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the Leased Premises, (b) to show all or any portion of the Premises to prospective Tenants, subtenants or licensees and (c) to make such repairs, alterations or additions to all or any portion of the Leased Premises (i) as Landlord may deem necessary or appropriate or (ii) which Landlord may elect to perform following Tenant's failure to perform pursuant to Section 6.3. If the Landlord is required to make any repairs, alterations, improvements, or additions, the Landlord will notify the Tenant of such repairs, alterations, improvements, or additions within a reasonable time prior to commencing the work. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to enter the Leased Premises, whether for purpose of making repairs, exhibiting the same to prospective tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, (c) in such a manner so as to minimize interference with the conduct of Tenant's business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and (d) Landlord's and Tenant's access to the Leased Premises is subject to compliance with all applicable background screening requirements of state and federal law, including without limitation the requirements of the Jessica Lunsford Act. Further, Landlord acknowledges and agrees that any entry upon the Leased Premises by the Landlord, including its employees, agents, contractors, or representatives, will be at the Landlord's sole risk, and in no event will Tenant be liable to the City or any such person for any personal injury, loss of life, or property damage resulting from or occasioned by their entry onto the Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Tenant.

Section 6.6. Compliance with Law. Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to its use of the Leased Premises or the occupancy of all of the portions of the Leased Premises (collectively, the "Legal Requirements"). Landlord shall comply with and shall not cause the Leased Premises or any portions thereof to violate any Legal Requirements.

**ARTICLE VII
ALTERATIONS AND IMPROVEMENTS**

Section 7.1 Tenant Improvements. Tenant ~~shall have the right to~~ may make Improvements ~~or demolish existing structures~~ on the Leased Premises, at Tenant’s sole cost and expense, without the prior approval of Landlord, ~~which approval will not be reasonably withheld~~. In connection with any such Improvement ~~or demolition authorized by the Landlord~~, Tenant will be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements made on the Leased Premises and comply with applicable general law and local rules and ordinances. Landlord will have no liability for any costs or expenses in connection with the Improvements ~~or demolitions~~ on the Leased Land. Notwithstanding the foregoing rights of Tenant, Tenant will be required to obtain all necessary permits and meet all applicable requirements of the City of Belle Isle Land Development, Zoning and Building Codes. For purposes of this Section, “Improvements” means the construction or demolition of and the alteration or addition to structures, buildings, fencing, parking areas, student sports/play fields, and other grounds improvements within the area of the Leased Premises. Landlord will reasonably cooperate with Tenant in applying for and obtaining a Planned Development and zoning changes or variances, consistent with C-2 zoning requirements as may be necessary for the construction of buildings or other improvements in the Concept Plan attached hereto as Exhibit E, including extensions of the plan made to include the entire Leased Premises, however, under no circumstances may this provision be interpreted as requiring the City to approve any requested Planned Development, zoning change, or variance, where such may be denied or otherwise modified within the lawful discretion of the City.

Formatted: Highlight

Section 7.2. Tenant Installation of Machinery, Tenant Equipment and Removable. During the Term, the Tenant will have the right at its sole cost and expense, to install such of its own machinery and equipment (“**Tenant Equipment**”), to make improvements, and to attach such removable fixtures, including, but not limited to, Tenant Equipment in, on, below, or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Tenant Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Tenant of this Lease. In the event of termination of this Lease by the Landlord, the Tenant will have a reasonable period of time following the effective termination date to remove such property, including the Tenant Equipment and to restore the buildings and/or premises to its original condition. The Tenant and Landlord will meet to determine if any of the Tenant Equipment is not needed or wanted by the Landlord, which the Tenant will be required to remove. The installation of Tenant Equipment shall be done in accordance with Applicable Laws, including the National Electrical Code, the Florida Building Codes (current edition) and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

Section 7.3. Covenant Against Liens. The Leased Premises is municipally owned property and therefore not subject to any mechanics’ or other liens. Tenant shall not suffer or permit any liens to stand against the Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof by, through or under Tenant. No mortgage or lien on the Premises or the Landlord’s interest in the property may be made, nor will the Landlord subordinate its interest in the Premises to any mortgage, including any leasehold mortgage. If any

Formatted: Highlight

such lien is filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Tenant fails to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but will not be obligated to, procure the discharge of the same. Any amount reasonably paid or deposited by Landlord for any of the aforesaid purposes, including all legal and other expenses of Landlord, including counsel fees, in defending or commencing any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Interest Rate, will become due and payable forthwith by Tenant to Landlord.

Section 7.4 Notices Nothing in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises. Notice is hereby given that Landlord shall not be liable for any labor or material or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor, materials or services may attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises or this Lease. Tenant shall post and keep posted at the Premises during the course of any Alterations such written notices as are necessary to effect the terms of this Section 7.4 or are otherwise necessary in Landlord's reasonable opinion to prevent any claim from attaching to the fee or reversionary or other estate or interest of Landlord in the Premises or in this Lease pursuant to Florida Statutes 713.

Section 7.5 Payment and Performance Bonds. Prior to commencement of construction on the Leased Premises, which the Landlord, in its discretion, reasonably considers material or substantial, , Tenant shall provide to the Landlord one or more bonds obtained by the general contractor of Tenant or its subtenant (and not from any subcontractor of that general contractor) ensuring payment and performance of that general contractor's obligations under the prime construction contract directly between that general contractor and the Tenant with respect to the construction. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of the total cost of constructing the portion of the Improvement covered by such Notice to Proceed, as such cost is stipulated in the construction contract between the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvement in accordance with final construction plans and specs that have been approved by the City Manager (or his duly authorized representative); and (v) provide that the Landlord is an obligee on such bonds as its interests may appear. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Section 7.6. Quiet Enjoyment; Defense of Title. Landlord covenants and warrants that, except as provided herein, and so long as no Event of Default (as hereinafter defined) has occurred or is continuing, Tenant shall and will peacefully and quietly have, hold and enjoy the Leased Premises for the Term subject to the terms and conditions of this Lease. Except for matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does hereby fully warrant the title to the Leased Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

**ARTICLE VIII
DESTRUCTION AND CONDEMNATION**

Section 8.1. Destruction of Premises. If the Improvements are completely destroyed or damaged in excess of 40 percent, due to any cause whatsoever, the Tenant may, at its own expense, repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so, and this Lease will continue in full force and effect. If Tenant deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease will terminate upon sixty (60) days' written notice to Landlord and any Leasehold Mortgagee under Article III, Section 3.2 of this Lease.

8.2. Damage of Premises. If damage to the Improvements due to any cause whatsoever is not in excess of 40 percent, Tenant shall, at its own expense, repair, restore, or replace the damaged Improvements with due diligence, and this Lease will continue in full force and effect.

8.3. The phrase "completely destroyed" means and is defined as the destruction of the safe, tenantable use of occupancy of all Improvements under this Lease. The phrase "damaged in excess of 40 percent" will be construed to mean any damage to the Improvements (excluding damage caused solely by water used in extinguishing fire) that will require an expenditure in excess of 40 percent of the market value (immediately prior to the damage) of the Improvements to accomplish required repairs, restoration, or replacement.

Section 8.4. Total Condemnation. If, during the lease term or any extension or renewal of it, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

Section 8.5 Partial Condemnation.

(a) If less than all, but more than 25 percent (25%), of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the Lease by giving Landlord written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

(b) If the premises are partially condemned and Tenant fails to exercise the option to terminate the lease under this section, or if less than 25 percent of the premises is condemned, this lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the building and other improvements situated on the premises to make them reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable under Article 5 of this lease will be adjusted equitably during the unexpired portion of this lease.

Section 8.6 Condemnation Award. Landlord and Tenant are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests in any condemnation proceedings. The termination of this lease will not affect the rights of the respective parties to the awards.

Section 8.7. Cooperation of Landlord. Landlord and Tenant shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy maintained by Tenant and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Premises or any portion thereof. In no event may either Landlord or Tenant voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or action relating to any construction contract for any portion of the Leased Premises without the written consent of the other.

**ARTICLE IX
UTILITIES**

Section 9.1. Utilities. Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, stormwater, all communication services, trash collection and all other utility services used, rendered, or supplied to or in connection with the Leased Premises during the Term. Landlord will not be liable in any way to Tenant for any failure, defect, or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Premises for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor will there be any allowance to Tenant for a diminution of rental value, nor will the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations. Tenant hereby acknowledges and agrees that the Landlord will not have any obligation or liability for the provision of utility services (including, without limitation, electric, gas, communications, potable water, and wastewater) to the Leased Premises or the School. Tenant will be solely responsible for designing, permitting, and constructing all infrastructure and systems necessary for utility service connections and delivery to the Leased Premises and for obtaining such utility services from available local providers. Tenant will be responsible for any impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without limiting the forgoing, the Landlord may, but is not required to, via written agreement pursuant to and in accordance with all the terms, conditions, and requirements of applicable law, provide Tenant with utility services on a reimbursable basis.

**ARTICLE X
TRANSPORTATION**

Section 10.1 Access and Transportation Improvements. Tenant shall, at its sole cost and expense, operate, repair and maintain all pedestrian and vehicular access and transportation improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on and adjacent to the Leased Premises. Tenant, its employees, representatives, contractors, agents, licensees and invitees will have ingress/egress access to the Leased Premises, as determined by the Tenant, to the subject property as depicted on **Exhibit A** attached hereto and incorporated herein by this reference. Landlord and Tenant shall cooperate with each other in determining whether road closures should be made during school hours of any roadways contained within the boundaries of the Leased Premises. The Landlord will not be responsible nor incur any cost or expense for providing transportation or busing services for the Tenant or the Leased Premises or for the benefit of the Tenant’s operations thereon. If the Tenant provides bus or transportation services to its students, Tenant shall do so at its sole cost and expense and ensure that any such bus or transport servicing students outside the Leased Premises access the Leased Premises via the designated Access Areas.

ARTICLE XI
GENERAL LIABILITY AND INSURANCE

Section 11.1 Waiver. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Landlord, Tenant and its officers, members, partners, agents, employees, subtenants, licensees, invitees and contractors, and all persons claiming by and through them, hereby waive, release, and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, and other expenses (including attorneys’ and experts’ fees and expenses) against the Landlord and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Leased Premises or arising from the exercise of the rights granted to Tenant or performance of any obligation required by or for the Tenant under this Lease, including: (i) any interruption or stoppage of any utility services; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with Tenant’s business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Landlord of any right or the performance of any obligation under this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Landlord (City), which immunity is hereby reserved to the Landlord (City). This covenant in this Section 11.1 shall survive the expiration or earlier termination of this Lease.

Section 11.2. No City Liability. Except as otherwise provided in this Lease, the City shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Tenant, or injuries or death of the Tenant’s officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them. It is the intent of the Parties that the Tenant will, to the extent permitted by law, hold harmless the City for any loss or damage arising out of the use of the Leased Premises.

Section 11.3. Tenant Liability. Except as otherwise provided in this Lease, and to the extent permitted by law, Tenant assumes all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Tenant, the Tenant’s officers, agents, servants, employees, or others (excluding those employees or agents of the Landlord (City) who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the “Tenant Parties”), or the activities conducted by or on behalf of the Tenant Parties under this Lease. The Tenant expressly waives all claims against the Landlord (City) for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Tenant Parties, or the conduct of activities or the performance of responsibilities under this Lease. Upon the request of the Landlord (City), Tenant agrees to request the execution of hold harmless agreements from the Tenant’s employees, students, contractors, vendors, officers, agents, servants, or other invitees, known by Tenant to be and remain in attendance on the Leased Premises for the entire period of daily school operations; this does not include persons or entities who may be on the Leased Premises for periods of less than the entire period of daily school operations. Such agreements will be provided by the Landlord (City) for Tenant’s use. If upon request of the Landlord (City) to obtain such agreements

and upon request of Tenant to execute such agreements, any individual refuses to execute such agreement, the Landlord (City) will not hold Tenant in violation of the terms of this Lease, nor, because of such refusal alone, deny the person or entity access to the Leased Premises; however, the Tenant will notify the Landlord (City) of the persons and/or entities refusing to sign the agreements. Nothing herein shall require Tenant to coerce or encourage parties to execute these agreements.

Section 11.4. Insurance. Upon the Effective Date and throughout the Term of this Lease, Tenant shall, at a minimum and, at its sole cost and expense, obtain and maintain in force during the Term of this Lease, the types of insurances with such coverage and in such form as specified in Exhibit B attached hereto and incorporated herein by this reference (collectively, the “**Required Insurances,**” **Exhibit B**). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible).

Section 11.5. Insurance Requirements. All insurance required to be carried pursuant to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or such third party provider shall be solely responsible for the payment of all premiums under such policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b) shall be effected under valid and enforceable policies issued by either the Florida Municipal Insurance Trust or by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as an Independent Consultant may at any time consider appropriate.

Section 11.6. Delivery of Policies. On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by each party pursuant to this Article and Exhibit __. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of such policy.

Section 11.7. Sovereign Immunity. Landlord is a local governmental entity of the State of Florida and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any part or section of this Lease to the contrary, nothing in this Lease may be deemed as a waiver of immunity or limits of liability of the Landlord beyond any statutory limited waiver of immunity or limits of liability that have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Landlord for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any claim against the Landlord, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE XII
ENVIRONMENTAL

Section 12.1. Maintenance of Premises. Tenant, at Tenant's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of

Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Leased Premises, including, but not limited to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access and at Landlord's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of the Landlord or any subtenant, licensee or other user of Landlord, to be in violation of any Environmental Laws. During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Tenant shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Tenant's use of the Leased Premises. As used herein, "**Environmental Laws**" shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Florida and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act ("RCRA"); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Protection; and all applicable state statutes and City ordinances applicable to the Leased Premises and the use thereof and operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Tenant shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, "**Hazardous Substances**" are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction of or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Tenant may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws, if consented to and approved in writing by the Landlord. Except as otherwise expressly provided in this Lease,

Section 12.2. Use of Hazardous Materials. Neither Tenant nor Landlord shall, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances," "hazardous wastes," or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

Section 12.3. Environmental Liens. Neither Tenant nor Landlord shall create or suffer to exist with respect to the Leased Premises, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Environmental Law.

Section 12.4. Responsibility. Tenant assumes all responsibility for and agrees to indemnify, defend, and hold Landlord and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses, and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Tenant's failure to comply with any Environmental Laws or Tenant's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Tenant, its officers, agents, employees, contractors, subcontractors or any subtenants or licensees, or their respective invitees, giving rise to Landlord liability, civil or criminal, or other responsibility under Environmental Laws. Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the Tenant, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Landlord's (or any subtenant, licensee or user of Landlord) use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Premises. The foregoing indemnities will survive the termination or expiration of this Lease.

**ARTICLE XIII
COVENANTS OF THE TENANT**

Section 13.1. Books, Records and Annual Reports. The Tenant shall keep proper books of record and account for each of the Charter Schools with full, true, and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting in which complete and correct entries shall be made of its transactions relating to the Charter Schools, and which, together with all other books and records of the Tenant, including, without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject during regular business hours to the inspection of the public. The operational manager of the school (currently Academica Central Florida, LLC) shall keep physical copies of all books, records, and annual reports at the Cornerstone Administrative Offices located at 5903 Randolph Avenue, Belle Isle, FL 32809 if the operational manager's main office is not physically located within Orange County. Tenant and Tenant's representatives will comply with Chapter 119, Public Records, of the Florida State Statutes.

Section 13.2. Consolidation, Merger, Sale or Conveyance. The Tenant agrees that during the term of this Lease it will maintain its corporate existence, will continue to be a not-for-profit corporation duly qualified to do business in the State, will not merge or consolidate with, or

sell or convey, except as provided herein, all or substantially all of its interest in the corporation to any Person unless (i) no Event of Default has occurred and is continuing, (ii) it provides to the Landlord notice of its intent at least 90 days in advance of such consolidation, merger, sale or conveyance, and (iii) the entity acquiring the Tenant’s interest in the Lease Premises shall:

(a) assume in writing the performance and observance of all covenants and conditions of this Lease;

(b) provide the Landlord with an Opinion of Counsel to the Tenant (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other entities that are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business, or has any pending litigation that might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger, or transfer and after giving effect thereto;

(c) deliver to the Landlord within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Tenant under the Tenant Documents shall become obligations of the new entity; provided, however, the Tenant shall not be released from same;

(e) in the case of a consolidation, merger, sale or conveyance, shall provide evidence to the Landlord the entity can continue to operate the Charter Schools as charter schools in accordance with the Charter School Law.

Section 13.3. Further Assurances. The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 13.4. Financial Statements; Reports; Annual Certificate; Rate Covenant.

(a) Annual Compliance Certificate. The Tenant will deliver to the Landlord within 90 days after the end of each Charter School Fiscal Year a certificate executed by an Authorized Representative of the Tenant stating that:

(i) A review of the activities of the Tenant during such Charter School Fiscal Year and of performance hereunder has been made under his or her supervision; and

(ii) He or she is familiar with the provisions of this Lease, and to the best of his or her knowledge, based on such review and familiarity, the Tenant has fulfilled all of its obligations hereunder and thereunder throughout the Charter School Fiscal Year, and there have been no defaults under this Lease or, if there has been a default in the fulfillment of any such obligation in such Charter School Fiscal Year, specifying each such default known to him or her and the nature and status thereof and the actions taken or being taken to correct such default.

(b) Additional Documents Upon Request. The Tenant will provide the Landlord with any public records and other the documents specified in this Section in a timely manner upon request.

Section 13.5. Intentionally Left Blank.

Section 13.6. Intentionally Left Blank.

Section 13.7. Licenses and Qualifications. The Tenant will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its Tenants to comply, with such permits, licenses and other governmental approvals necessary for the uninterrupted and continued operation of its Charter Schools as charter schools under the Charter School Law and any applicable Charter Contracts.

Section 13.8. Intentionally Left Blank.

Section 13.9. Nonsectarian Use. The Tenant agrees that it will be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Tenant will also comply with all applicable state and federal laws concerning discrimination of any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 13.10. Intentionally Left Blank.

Section 13.11. Intentionally Left Blank.

Section 13.12. Renewals and Extensions of Charter Contracts. Under the provisions of Florida Statutes §1 002.33(7)(b), Tenant has the right to apply to the School Board for an extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all amounts due hereunder are indefeasibly paid and satisfied in full.

Section 13.13. Liens. The Tenant covenants that, except as specifically provided in this Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien on the Leased Premises

ARTICLE XIV
DEFAULT

Section 14.1. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

- (a) Failure of Tenant to make any Installment of Rent (inclusive of Additional Rent) required to be made in cash or any other monetary payment required to be made by Tenant hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Tenant (“**Notice of Default**”).
- (b) Failure of Tenant to keep, observe, or perform any term, condition, or provision this

Lease, which failure is not remedied within (30) days after receiving Notice of Default, provided, however, if the failure cannot reasonably be cured within thirty (30) days, the Tenant shall not be in default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of the Notice of Default Landlord.

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.

(d) *Intentionally Left Blank.*

(e) If the Leased Premises or more than fifty percent (50%) of the area of the Buildings becomes vacated, deserted, or abandoned (and the fact that any of Tenant's property remains in the Leased Premises will not be evidence that Tenant has not vacated, deserted, or abandoned the Leased Premises) for more than thirty (30) days after notice by Landlord to Tenant of such vacation, desertion, or abandonment, the Leased Premises will be deemed abandoned for the purposes of this Lease, and the Landlord shall have the right to reenter, take possession of, and occupy, use, or otherwise relet the property to another entity free and clear of any rights the Tenant may have had pursuant to this Lease. Without limitation, customary or temporary cessations of activity on the Leased Premises in observance of holidays, school breaks, including summer breaks, or government shutdowns due to pandemic or other states of emergency, do not constitute vacation, desertion, or abandonment.

(f) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the Charter Schools or to make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting either from a merger or consolidation of the Tenant into or with another domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 13.3 hereof.

(g) *Intentionally Left Blank.*

(h) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Tenant, and the Tenant does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(i) The placement of any lien upon the Leased Premises, by Tenant or by Tenant's contractors, sub-contractors, agents, representatives, or employees in connection with Tenant's exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days

(j) The termination of the Tenant’s Charter Contract(s) either by its terms or for any other reason.

Section 14.2. Remedies and Termination.

(a) Remedies. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may, in its sole and absolute discretion, pursue any remedies as may be available to the Landlord at law or in equity.

(b) Termination.

Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.

The Landlord shall have the right to recover all unpaid Rent and other payments earned by Landlord prior to the date of termination of the Lease or date of repossession of the Leased Premises (whichever is earlier), and all of the Landlord’s damages, costs, and expenses incurred, including reasonable attorneys’ fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Landlord from Tenant. Unless expressly provided otherwise herein, no action taken by the Landlord pursuant to this Section 14.2 may be deemed to terminate this Lease unless written notice of termination, (a “**Notice of Termination**”) is given by the Landlord to Tenant.

The rights and remedies herein conferred upon or reserved to Landlord are not exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord will be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions, or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

Section 14.3 No Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease will constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Tenant by the Landlord at any time when Tenant is in default under this Lease may not be construed as a waiver of such default or of Landlord’s right to exercise any remedy arising out of such default, nor may any waiver of indulgence granted by the Landlord to Tenant be taken as an estoppel against the Landlord, it being expressly understood that the Landlord may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 14.4 Surrender of Leased Premises. Upon expiration or earlier termination of this Lease, Tenant shall vacate and surrender the Leased Premises to the Landlord pursuant to and

in accordance with the terms and conditions of this Section. The terms and conditions of this Section, inclusive of all subsections and sub-subsections, will survive expiration or termination of this Lease.

a. Retention of Improvements. The Landlord, in its discretion, may retain all or any part of the Improvements upon the expiration or earlier termination of this Lease. The Landlord may exercise the aforementioned right by providing written notice of the same to Tenant two (2) years prior to the Expiration Date or in the Landlord’s Notice of Termination. Tenant shall execute any and all documentation necessary to convey all right title and interest in said Improvements to be so retained by the Landlord.

b. Removal of Improvements. If Landlord does not wish to retain certain Non-permanent Improvements made by Tenant, then Landlord shall provide written notice to Tenant two (2) years prior to the Expiration Date or in the Landlord’s Notice of Termination, and Tenant will be responsible for removing such Improvements and related utilities from the Leased Premises at Tenant’s sole cost and expense within ninety (90) days of lease termination date. “Non-permanent Improvements” shall include such improvements as sports/play field seating and lighting, modular classrooms and similar school specific fixtures. If the Tenant fails to timely remove such Non-Permanent Improvements, then the Landlord may cause such Non-Permit Improvements to be removed, and Tenant shall be liable to the Landlord for such cost of removal.

Section 14.5. *Intentionally Left Blank.*

Section 14.6. No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, regardless of whether Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant may not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim, or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event will Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential, or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord or its members, officers, agents or employees.

Section 14.7. Landlord’s Defaults. Upon a default by Landlord under this Lease, Tenant will have all rights and remedies available to it under the law or in equity, but specifically excluding rights of setoff or abatement as to Charter School Revenues and Rent.

Section 14.8. Waiver of Trial by Jury. LANDLORD AND TENANT AND THEIR ASSIGNS, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

Section 14.9. Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party will be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

Section 14.10. Indemnification. To the extent permitted by law and occasioned by a party's negligence, and as limited by Section 768.28, Florida Statutes, each party will indemnify, defend, and hold harmless the other from any and all fines, suites, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Leased Premises caused by the negligence, willful misconduct or breach of this Lease by such indemnifying party, its members, officers, agents, employees, business invitees or guests, or arising from such indemnifying party's use of the Lease Premises.

Section 14.11. Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of any amounts by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease may be deemed to have been waived by either party hereto, unless such waiver has been reduced to writing by that party.

Section 14.12. Force Majeure. Except as otherwise expressly provided in this Lease, any prevention, delay, or stoppage caused by fire, earthquake, explosion, flood, hurricane, the elements, or any other similar cause beyond the reasonable control of the party from whom performance is required, or any of their contractors; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war, invasion, insurrection, rebellion; riots; strikes or lockouts, or inability to obtain necessary materials, goods, equipment, services, utilities or labor shall excuse the performance of such party for a period equal to the duration of such prevention, delay or stoppage; provided, however that (i) in no event will financial incapability excuse the performance of either party, and (ii) the terms of this Section 14.12 will in no event excuse Tenant's obligation to timely pay Annual Rent and the other sums owing under this Lease.

Section 14.13 Waiver of Claims for Defects. Tenant further covenants and agrees that Landlord will not be liable to Tenant, or any one claiming by, through, or under the Tenant, for any defect in the Premises, or any buildings, building components, fixtures, apparatuses, or personal property located thereon, latent or otherwise, for any injury, loss, or damage to any persons or to the Premises, or to any property of Tenant, or of any other person, contained in or upon the Premises, caused by or arising or resulting from such defect.

**ARTICLE XV
GOVERNMENT RIGHTS**

Section 15.1 Government Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or authority of the City over the Leased Premises relating to the security or the health, welfare, safety, or security of persons on the Leased Premises, as established in law, regulation, or ordinances.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.1 Recitals. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 16.2 Effective Date. The “**Effective Date**” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 16.3 Brokers. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from such claim made by or through the indemnifying party.

Section 16.4. Assignment and Subletting. Tenant may not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent of the Landlord. Any transfer, assignment, or sublease which is not conducted in strict compliance with the terms and conditions of this Section is void ab initio and of no force or effect whatsoever. So long as an Event of Default has occurred and is continuing, Tenant has no right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and may not sublet (or underlet), or permit the Leased Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole discretion and that the Tenant may assign, or otherwise transfer this Lease as permitted by the Landlord so long as the rent from the assignee or other transferee equals or exceeds fair market rent at that time. Any assignment, sublease, mortgage, pledge, encumbrance, or transfer in contravention of the provisions of this Section is void. The consent by Landlord to any assignment, sublease, mortgage, pledge, encumbrance, or transfer may not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor may the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

Section 16.7. Applicable Law. The laws of the State of Florida govern the validity, performance, and enforcement of this Lease. Venue for any and all claims brought hereunder or in connection herewith must be Orange County, Florida. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Tenant shall comply with and require all of its officers, employees, agents, suppliers, contractors, licensees, and invitees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, ordinances, policies, directives, and instructions, including the Environmental Laws and applicable provisions of the Americans with Disabilities Act (collectively, the “**Applicable Laws**”), as may be in effect or modified from time to time during the Term of this Lease.

Section 16.8. Estoppels. Within seven (7) days following a request from Landlord, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in a form satisfactory to Landlord, (a) stating the Effective Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Rent has been paid, (c) stating whether, to the best of Tenant's knowledge, Landlord is in default under this Lease, and,

if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Premises, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Premises.

Section 16.9 Bankruptcy. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant may not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code operates to stay or otherwise affect the City’s ability to enforce any rights it has under any agreement between the Parties, or any other rights that the City has, regardless of whether now or hereafter acquired, against any party responsible for the debts or obligations of Tenant under such agreements. Tenant may not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the City’s ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Tenant. The covenants in this Section are material in inducing the City to enter into this Lease, and Tenant agrees that no grounds exist for equitable relief that will bar or impede the exercise by the City of its rights and remedies under such agreements against Tenant or any party responsible for the debts or obligations of Tenant. If any part of Tenant’s interest in the Leased Premises or the Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the City shall immediately become entitled, in addition to all other relief to which the City may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the City to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Tenant’s use of all “cash collateral,” as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Tenant shall not assert in any pleading or petition filed in any court proceeding that the City lacks sufficient grounds for relief from the automatic stay. Tenant agrees that any bankruptcy petition or other action taken by Tenant to stay, condition, or prevent the City from exercising its rights or remedies under this Lease or any other agreement between the Parties will be deemed to have been undertaken in bad faith. If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall notify the City of such filing within ten (10) business days after receiving notice. If any part of Tenant’s interest in the Leased Premises or Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Tenant shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 16.10. Memorandum of Lease. Tenant shall not be permitted to record a copy of this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to record a memorandum of this Lease on such Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date and renewal options.

Section 16.11. Survival. All obligations and liabilities of Landlord or Tenant to the other

which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 16.12. Interpretations. This Lease may not be construed more strictly against one party than against the other merely because this Lease may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

Section 16.13. Disputes. If a dispute regarding this Lease arises, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and to which each of the parties mutually agrees. The City's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. Under no circumstances will failure of the City to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party may take any additional actions it may deem necessary to resolve the dispute.

Section 16.14 Notices. All notices, demands, and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail, return receipt requested, or by a nationally recognized overnight delivery service making receipted deliveries to the addresses first above appearing or to such other addresses as are hereinafter designated by either party to the other.

Section 16.15. Relationship of Parties. The relationship between the parties hereto is solely as set forth herein, and neither party may be deemed the employee, agent, partner, or joint venturer of the other.

Section 16.16. Third Party Beneficiary. Landlord and Tenant are the only parties to this Lease. Nothing in the Lease provides any benefit or right, directly or indirectly, to third parties. The Parties agree to reasonably cooperate in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under the Lease.

Section 16.17. Severability. Each and every covenant and agreement contained in this Lease shall, for all purposes, be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party will in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease will not affect or impair any other provision.

Section 16.18 Headings. Headings contained in this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 16.19 Press Releases. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

Section 16.20 Anti-Discrimination. Tenant shall comply with Federal laws, rules, and regulations prohibiting discrimination any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 16.21 Time is of the Essence. Time is of the essence with respect to the performance of each party's duties and obligations under this Lease.

Section 16.22 Anti-Kickback Procedures. Tenant shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to believe that any of the activities described in this Section may have occurred, Tenant or Landlord shall promptly report in writing such activities to the State Attorney General, State Ethics Commission and/or FDLE. Tenant shall cooperate fully with any federal or state agency investigating such activities.

Section 16.23 Binding Effect and Beneficiaries. The provisions of this Lease inure to the benefit of and are binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease is not assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto, and no other person or entity has any right of action under this Lease.

Section 16.24 No Individual Liability. No covenant or commitment contained in this Lease may be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of the Landlord or the Tenant, in his or her individual capacity, and none of such persons will be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 16.25 Immunities and Defenses. Nothing in this Lease may be construed to waive any immunity from or defense to claims which Landlord or Tenant may enjoy under federal law, including the Federal Tort Claims Act, or under state law, including the Florida Tort Claims Act.

Section 16.26 Counterparts. This Lease may be executed in multiple counterparts, each of which will constitute an original and all of which when taken together will constitute one and the same instrument. Facsimile and electronic copies of this Lease, bearing the parties' respective signatures, will be enforceable as originals.

Section 16.27 Interpretation. This Lease was jointly negotiated and jointly drafted by the Parties with the advice or their respective legal counsel and may not be interpreted or construed in

favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease will be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 16.28 Notices and Consents. Any and all notices or other communications required or permitted to be given under this Lease must be in writing and either (i) personally delivered, in which case notice shall be deemed delivered upon receipt, (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine, (iii) sent by any nationally recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service, or (iv) sent by United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Landlord: City of Belle Isle
ATTN: City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Tenant: Cornerstone Charter Academy
ATTN: Chair, Board of Directors
5903 Randolph Avenue
Belle Isle, FL 32809

Section 16.28 Entire Agreement; Amendments.

(a) This Lease constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

(b) This Lease may not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by written agreement executed by the Parties hereto. Except as expressly permitted by the terms of this Lease, no modification, alteration or amendment shall be made to this Lease which adversely affects the rights of the Landlord to exercise their rights and any remedies with respect to this Lease upon the exercise of an Event of Default (as defined herein).

**[SIGNATURE PAGE
TO FOLLOW]**

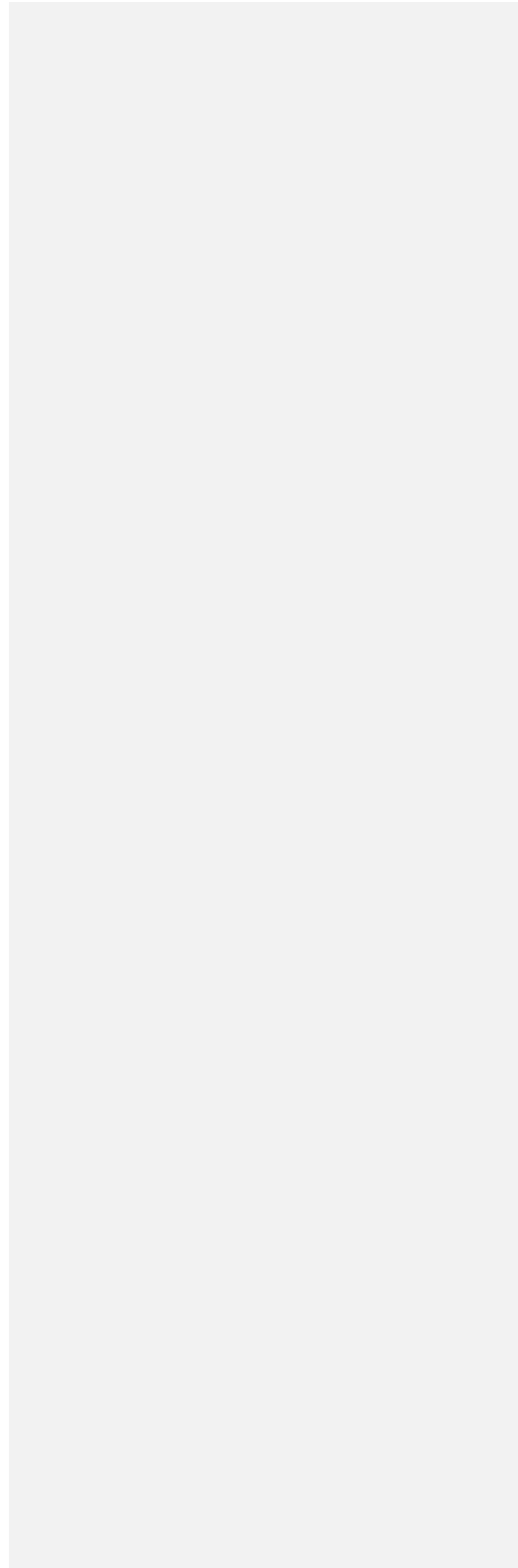


EXHIBIT A

Legal Description

PARCEL A

Lot 1 and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL B

The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL C

Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL D

Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL E

Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL F

Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL G

Lots 10, 11, 12 and 13, of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S HOMESTEAD, more particularly described as follows:

North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9, together with any other interest of party of the first part in and to that part of said Lot 9, lying North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL H

The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida. ALSO DESCRIBED AS:

Begin at a stone at the Northeast corner of land formerly belonging to C.J. SWEET AT PINE CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173 feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF BEGINNING.

AND

PARCEL J-3

Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more particularly described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89 degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page I, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet; thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF BEGINNING.

AND

PARCEL K-1:

North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida.

AND

PARCEL K-2:

The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-3:

Begin at the Northwest corner of Lot 10, run East 145.0 feet along the North line of Lot 10, thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees 59 minutes 34 seconds East 3.5 feet more or less, to the Northwest corner of the above described Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the Northeast corner of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34 seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest corner of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

From the Northwest corner of Lot 10, run East 145.0 feet along the North line of Lot 10; thence run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING; thence run East 3.5 feet to the Northwest corner of the above described Parcel K-1, thence South 00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast corner of the above described Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest corner of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes 36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-4:

A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 10; thence due East 145.00 feet along the North line of said Lot 10 for a POINT OF BEGINNING; thence continue along said North line, due East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of

said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50 feet to the Northeast corner of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North 00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.

AND

PARCEL K-5

The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K6:

Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K7

The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-8:

The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-9

The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 10:

The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 11

Begin 763 feet East and 250 feet North of the Southwest corner of Lot 10, HARNEY HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE OF BEGINNING.

Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc., a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County, Florida, more particularly described as follows:

A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a point on the East line of lands described in Official Records Book 6253, Page 6532, Public Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10 feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet along said southerly projection to the POINT OF BEGINNING.

AND PARCEL

K12:

Beginning 465 feet East of the Southwest corner of Lot 10, HARNEY HOMESTEAD, in Section 24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and South 250 feet to the POINT OF BEGINNING.

AND Former Bank of America Parcel

Being that property located within the City of Belle Isle, Orange County, Florida, more particularly described as follows:

Lot 9 of HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, less the East 100 feet thereof; less the North 391.8 feet thereof; less

portions of road right of way on the North, bounded by Fairlane Avenue, and on the South, bounded by East Wallace Street, as the same may have been conveyed to or taken by the City of Belle Isle or Orange County, Florida for road widening purposes.

LESS AND EXCEPT:

That part of Lot 9 conveyed to the State of Florida by Special Warranty Deed recorded in Official Records Book 779, Page 14, of the Official Records of Orange County, Florida, being described as follows:

That part of: Lot 9, Harney Homestead Subdivision, as shown in Plat Book "C", Page 53, said public records, LESS the North 391.8 feet of said Lot 9; lying within 30 feet Easterly of the survey line of State Road 527, Section 75040, said survey line being described as follows:

Begin on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, public records, Orange County, Florida, at a point 31.16 feet East of the Northeast corner of said Lot 18, and run thence North 0°15'17" West, 579.36 feet to the center of Section 24, Township 23 South, Range 29 East;

ALSO, the East 30 feet of the West 60 feet of the South 30 feet of the North 421.8 feet of said Lot 9, Harney Homestead;

ALSO, that part of said Lot 9, Harney Homestead, lying within 30 feet Northerly of a line described as follows:

Commence on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, Public Records, Orange County, Florida, at a point 31.16 feet East of the Northeast Corner of said Lot 18, and run thence North 0°15'17" West 33.70 feet for a POINT OF BEGINNING; From said Point of Beginning run South 89°42'47" East, 60 feet;

The lands herein described contain .172 acre (7499 square feet), more or less, exclusive of area in existing roads.

FURTHER LESS AND EXCEPT

That part conveyed to Pine Castle Methodist Church, Inc. by Special Warranty Deed recorded in Official Records Book 8382, Page 274, of the Official Records of Orange County, Florida, being described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the public records of Orange County, Florida, thence run North 89 deg 57 min 29 sec East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN- CASTLE, as recorded in Plat Book "P", Page 1, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 deg 04 min 16 sec East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 deg 58 min 20 sec East, a distance of 173.95 feet; thence leaving said South line

South 00 deg 18 min 56 sec East along the West line of the East 100.00 feet of said Lot 9, a distance of 224.65 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 deg 57 min 29 sec West, a distance of 175.47 feet to the POINT OF BEGINNING.

Address (as shown in Tax Records): 6300 Hansel Ave., Orlando, FL 32809
Address (actual): 6003 Hansel Ave., Belle Isle, FL Orange County Tax Parcel No. 24-23-29-3400-00-094

EXHIBIT B

INSURANCE

Insurance	Coverages	Other Requirements
Worker's Compensation	Statutory	Waiver of subrogation in favor of City. No "alternative" forms of coverage permitted without City approval.
Employers' Liability	\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.	Waiver of subrogation in favor of City.
General Liability	\$2,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 products/completed operations aggregate limit \$2,000,000 personal and advertising injury \$100,000 damaged to rented premises \$10,000 medical expense limit	1. Coverage shall be written on a "per occurrence" insurance form. 2. Coverage shall include contractual liability, independent contractors' liability, products and completed operations liability, and personal injury liability. 3. Coverage shall be primary and non-contributory. 4. City shall be named as "Additional Insured". 5. Separation of Insured language shall not be modified. 6. Waiver of subrogation in favor of City. 7. General Aggregate and Products/Completed Operations Aggregate limits apply on a "per location" basis. 8. No exclusion of liability assumed under contract.

Insurance	Coverages	Other Requirements
Business Automobile Liability	\$1,000,000 combined single limit per accident	<p>City shall be named as “Additional Insured.”</p> <p>Waiver of subrogation in favor of City.</p> <p>Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Tenant’s owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.</p>
Excess/Umbrella Liability Insurance	\$10,000,000 each occurrence / \$5,000,000 aggregate	<ol style="list-style-type: none"> 1. Coverage shall be written on an “occurrence” insurance form. 2. City shall be named as “Additional Insured.” 3. Waiver of subrogation in favor of City. 4. Coverage shall apply to excess claims to Employers’ Liability, General Liability, Automobile Liability, and, if required under Article XI, Errors & Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages.
Property	Replacement Cost Value	<ol style="list-style-type: none"> 1. Coverage shall be for Special (“All-Risks”) perils or causes of loss. 2. Coverage shall be for Tenant’s business personal property, improvements and betterments, equipment and tools. 3. No coinsurance. 4. City shall be named as Additional Insured and Loss Payee. 5. Waiver of Subrogation in favor of City. 6. Ordinance and Law coverage.

Insurance	Coverages	Other Requirements
Property - Extra Expense	Extra Expense (including all ongoing expenses) of not less than six (6) months.	<ol style="list-style-type: none">1. Actual Loss Sustained valuation coverage.2. Extended Period of Indemnity of at least one hundred eighty (180) days.3. City shall be named as Additional Insured and Loss Payee.4. Waiver of subrogation in favor of City.5. Coverage of losses arising from interruption of utilities outside any Leased Premises.
Property – Builders’ Risk	Replacement Cost Value of any improvements made on the Leased Premises during the Term of the Lease.	<ol style="list-style-type: none">1. Coverage shall be for Special (“All-Risks”) perils or causes of loss.2. Coverage shall be for any improvements made during the Term of the Lease.3. No coinsurance.4. City shall be named as Additional Insured and Loss Payee.6. Waiver of Subrogation in favor of City.

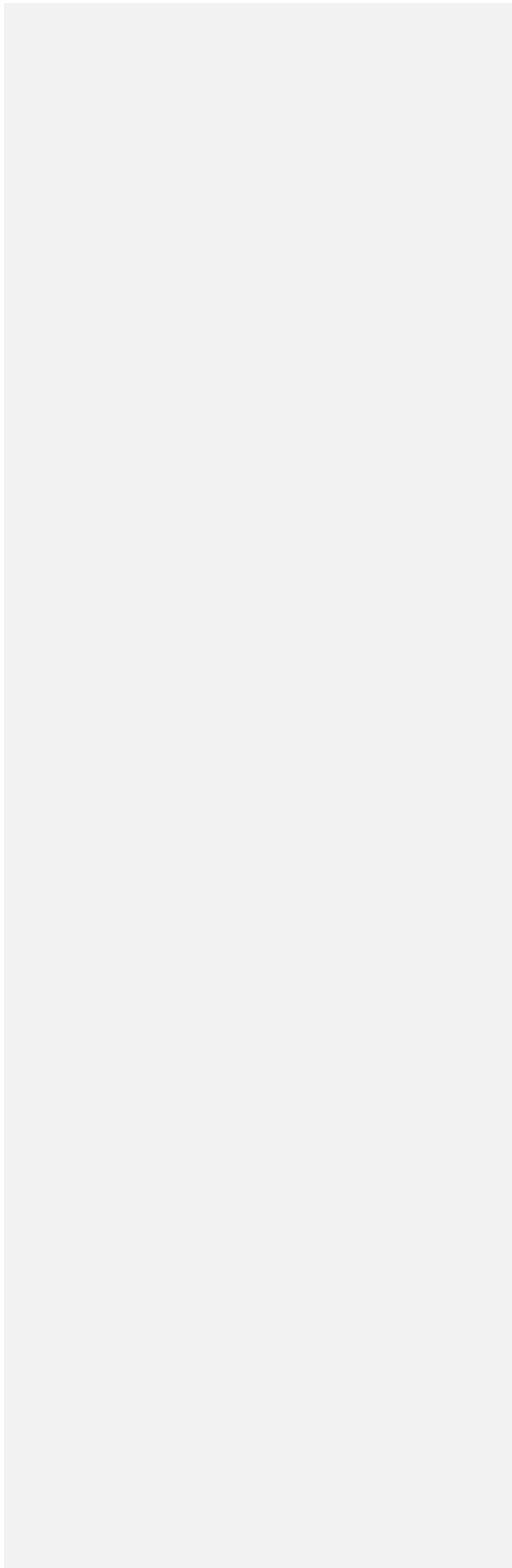


EXHIBIT C

“Initial Physical Condition Report”

As of (Date)

This is to confirm that the Tenant of the Leased Premises which consists of approximately ___ acres, described in Exhibit A and is familiar with the condition and characteristics of the Leased Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept the Leased Premises in “as-is, where-is” condition, without any representation or warranty by the Landlord or City concerning the condition of the Leased Premises and without obligation on the part of the Landlord or City to make any alterations, repairs, additions, or improvements to the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease of Property. The Leased Premises have been continuously used for a charter school since (date). Except as otherwise defined in this Acknowledgement, the terms used herein shall have the same meanings as set forth in the Leased Premises.

EXHIBIT D

Additional Space:

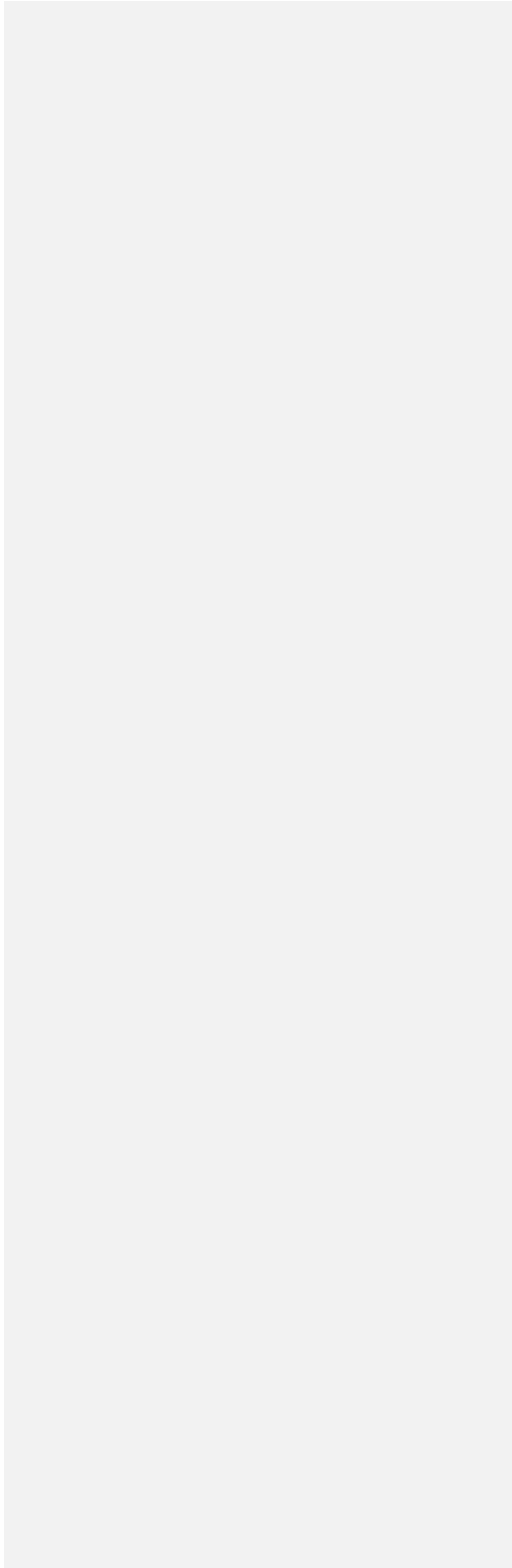
A. Pine Castel Methodist Church, 942 Fairlane Avenue (TAX ID: 24-23-29-3400-00-093) and commonly known as “Oasis” Property.

The east 100 fl. of Lot 9 (less the North 391.8 ft. thereof), Harney Homestead, Plat Book C, Page 53, Public Records of Orange County, Florida. with a total land area of 50,658 sqft (+/-) | 1.16 acres (+/-)

B. Parcel 2. 1106 E. Wallace Street. Orlando. Orange County. Florida. Tax parcel #24-23-29-3400-00-170

Begin at a stake 60 feet east of the northwest corner of Lot 16, Harney Homestead, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, said stake being on the south line of Wallace Street, then run east along said lot line 100 feet to a stake, thence south II 0.60 feet to a stake, thence west I 00 feet to a stake, thence north 110.60 feet to point of beginning.

C. City Of Belle Isle Charter Schools Inc, 5929 Hansel Ave (TAX ID: 24-23-29-8820-00-050) commonly known as the “former Texaco Property”
J G TYNERS SUB F/44 LOTS 5 & 6 (LESS W 10 FT OF LOT 6 FOR R/W PER OR 802/595)
21,799 sqft (+/-) | 0.50 acres (+/-)



CORNERSTONE CHARTER ACADEMY

City Belle Isle, Florida



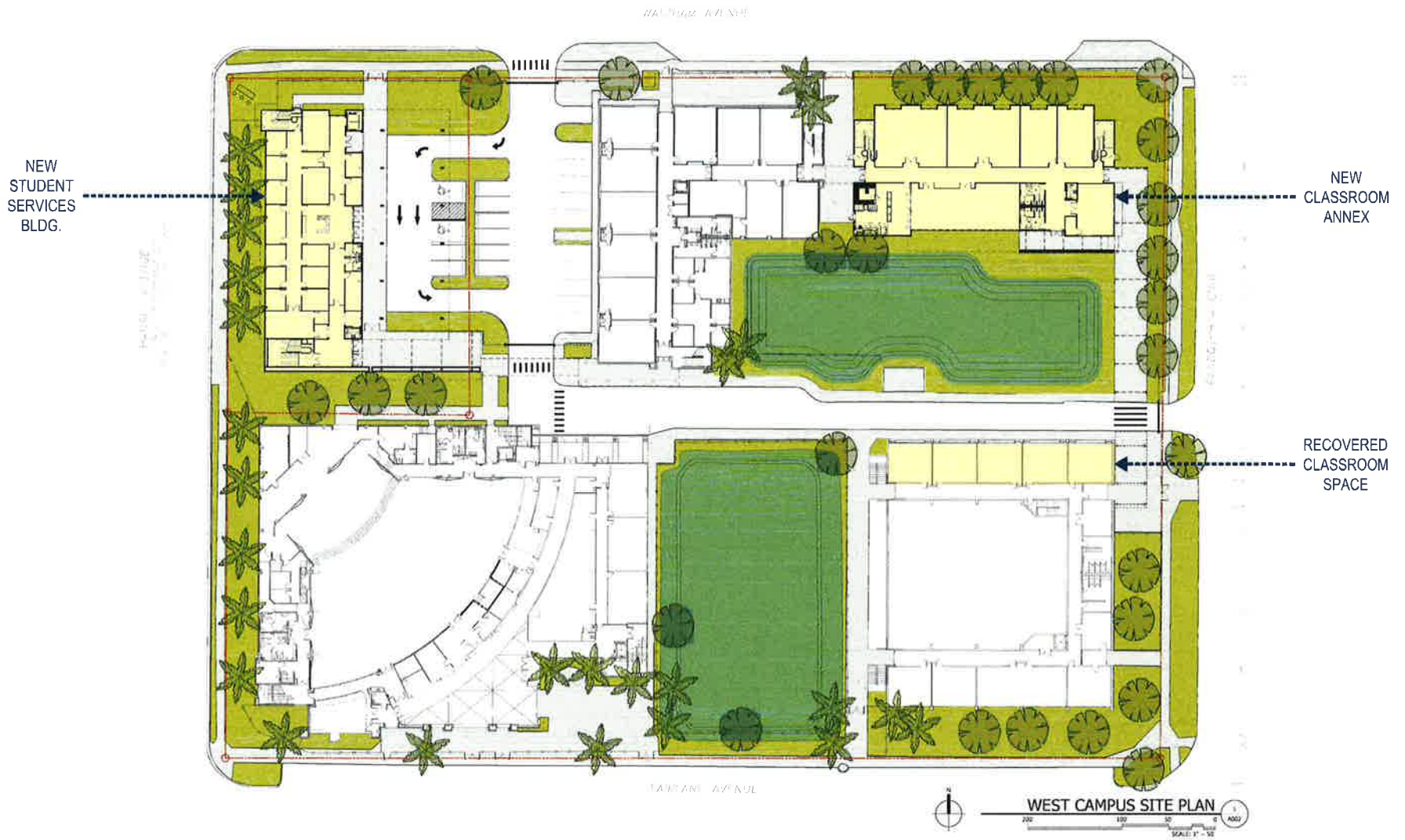
New Student Services Building & Classroom Annex

*CIVICA ARCHITECTURE
6/25/21*





DRAWING TITLE: OVERALL CAMPUS SITE PLAN		SCALE: 1" = 100'
PROJECT: CORNERSTONE CHARTER ACADEMY		PROJECT No: 202221
CIVICA <small>ARCHITECTS</small> 8323 NW 12th St., Suite 106 Doral, FL 33126 tel. 305.593.8999 www.civicagroup.com AA #76051083	SHEETS: 2 OF: 12 REF. DWG. NO.: DATE: 06/28/21	SKETCH NO.: A-001
	<small>COPYRIGHT © 2021</small>	



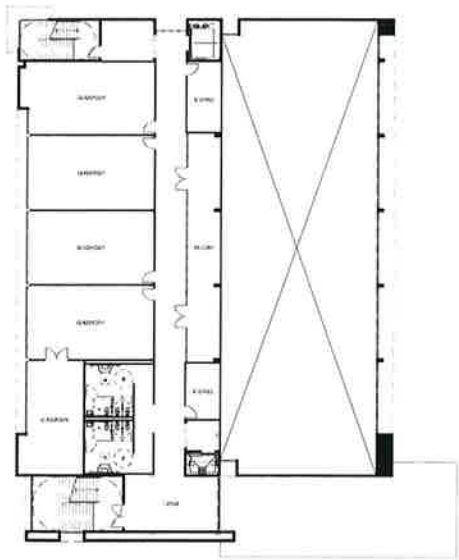
DRAWING TITLE SITE PLAN / WEST CAMPUS
 PROJECT CORNERSTONE CHARTER ACADEMY

CIVICA
 ARCHITECTURE + INTERIOR DESIGN

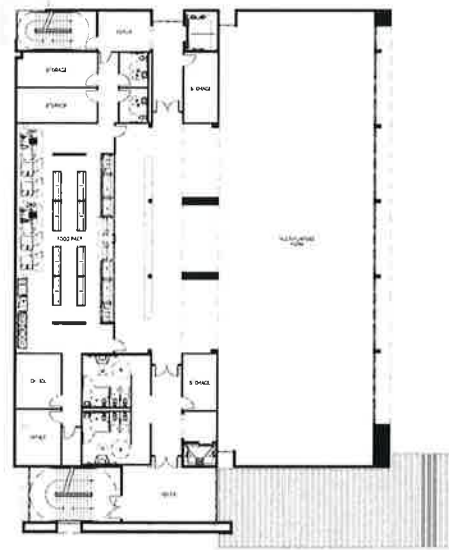
8323 NW 12th St, Suite 106
 Doral, FL 33126
 tel: 305-593-8999
 www.civica-group.com
 AA 026001093

COPYRIGHT © 2021

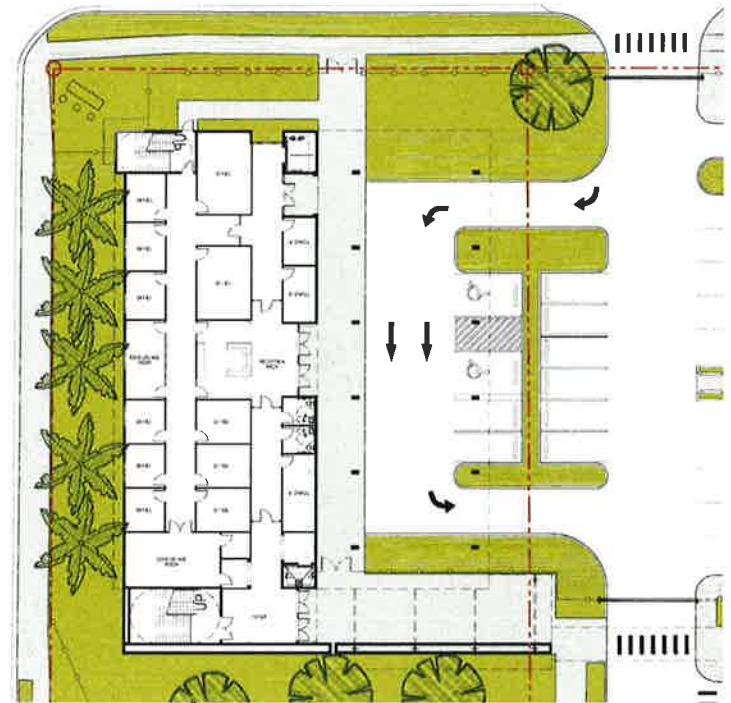
SCALE:	1" = 50'
PROJECT No.:	202221
SHEET:	3
OF:	12
REF DWG NO.:	
DATE:	06/28/21
SKETCH NO.	
A-002	



THIRD LEVEL 1
SCALE: 1/32" = 1'-0"



SECOND LEVEL 2
SCALE: 1/32" = 1'-0"



GROUND LEVEL 3
SCALE: 1/32" = 1'-0"

STUDENT SERVICES BLDG. DATA	
FIRST FLOOR	6,630 SQ.FT.
SECOND FLOOR	12,204 SQ.FT.
THIRD FLOOR	6,993 SQ.FT.
TOTAL	25,827 SQ.FT.

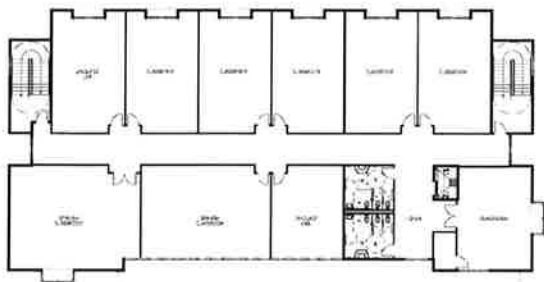
DRAWING TITLE: STUDENT SERVICES BLDG FLOOR PLANS
PROJECT: CORNERSTONE CHARTER ACADEMY

CIVICA
ARCHITECTURE INTERIORS GROUP

8323 NW 12th St, Suite 106
Doral, FL 33126
tel: 305.593.9858
www.cicagroup.com
AA #26001093

10/14/21 W 2208

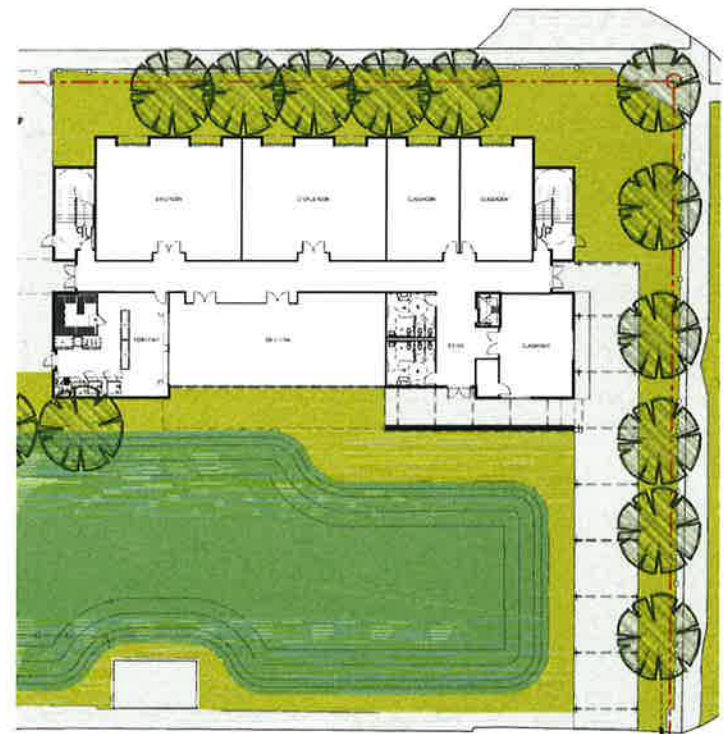
SCALE: 1/32" = 1'-0"
PROJECT No: 202221
SHEET: 4
OF: 12
REF DWG NO:
DATE: 06/28/21
SKETCH NO.
A-101



THIRD LEVEL
SCALE: 1/32" = 1'-0"



SECOND LEVEL
SCALE: 1/32" = 1'-0"



GROUND LEVEL
SCALE: 1/32" = 1'-0"

EAST CLASSROOM ANNEX	
FIRST FLOOR	8,869 SQ.FT.
SECOND FLOOR	9,156 SQ.FT.
THIRD FLOOR	8,923 SQ.FT.
TOTAL	26,948 SQ.FT.

DRAWING TITLE	EAST CLASSROOM ANNEX FLOOR PLANS		SCALE:	1/32" = 1'-0"
PROJECT:	CORNERSTONE CHARTER ACADEMY		PROJECT No.:	202221
CIVICA <small>ARCHITECTURE & DESIGN</small> 8323 NW 12th St, Suite 106 Doral, FL 33126 tel: 305.593.9959 www.civicagroup.com AA 42660193			SHEET	5
			OF	12
			REF DWG NO.:	
			DATE:	06/28/21
			SKETCH NO.	A-102



DRAWING TITLE		STUDENT SERVICES BLDG ELEVATIONS		SCALE: 1/16" = 1'-0"	
PROJECT		CORNERSTONE CHARTER ACADEMY		PROJECT No.: 202221	
CIVICA		8323 NW 12th St, Suite 106		SHEET: 6 OF 12	
Doral, FL 33126		Tel: 305.593.9959		REF DWG NO:	
www.civica.com		AA 82661093		DATE: 06/28/21	
AA 82661093		COPYRIGHT © 2018		SKETCH NO. A-201	



DRAWING TITLE	STUDENT SERVICES BLDG ELEVATIONS	SCALE:	1/16" = 1'-0"
PROJECT:	CORNERSTONE CHARTER ACADEMY	PROJECT No.:	200221
CIVICA <small>ARCHITECTURAL GROUP, INC.</small> 8323 NW 12th St, Suite 106 Doral, FL 33126 Tel: 305.593.8959 www.civica-group.com AA #26001093	SHEET:	3	SKETCH NO
	OF:	12	
	REF. DWG. NO.:		
	DATE:	05/28/21	



DRAWING TITLE	EAST CLASSROOM ANNEX ELEVATIONS	SCALE:	1/16" = 1'-0"
PROJECT:	CORNERSTONE CHARTER ACADEMY	PROJECT No.:	202221
CIVICA <small>ARCHITECTURE INTERIOR DESIGN</small> 8323 NW 12th St. Suite 106 Doral, FL 33126 tel: 305-593-8950 www.civicagroup.com AA 926001093		SHEET:	8
		OF:	12
		REF. DWG. NO.:	
DATE:	06/28/21	SKETCH NO.:	A-203
		DATE:	06/28/21



DRAWING TITLE		EAST CLASSROOM ANNEX ELEVATIONS		SCALE: 1/16" = 1'-0"	
PROJECT:		CORNERSTONE CHARTER ACADEMY		PROJECT No: 20221	
CIVICA		8323 NW 12th St, Suite 106		SHEET: 9	
Doral, FL 33128		tel: 305-593-8959		OF: 12	
www.civica.com		AA #2601063		REF DWG NO:	
COPYRIGHT © 2018				DATE: 06/28/21	
				SKETCH NO:	
				A-204	



VIEW LOOKING NORTHWEST
SCALE: N.T.S. 4



VIEW LOOKING NORTHEAST
SCALE: N.T.S. 1



VIEW LOOKING SOUTHEAST
SCALE: N.T.S. 2



VIEW LOOKING SOUTHWEST
SCALE: N.T.S. 1

DRAWING TITLE		CAMPUS AXONOMETRIC RENDERS		SCALE	N.T.S.
PROJECT		CORNERSTONE CHARTER ACADEMY		PROJECT No.	202221
CIVICA <small>ARCHITECTURAL GROUP P.L.L.C.</small> 8323 NW 12th St., Suite 106 Doral, FL 33126 tel. 305.593.9850 www.civicaup.com AA #2601053		SHEET	10	SKETCH NO.	A-205
		OF	12		
		REF DWG. NO.		DATE	06/28/21
		<small>© COPYRIGHT © 2018</small>			



VIEW FROM EXISTING HIGHSCHOOL BLDG. SCALE: N.T.S. 4 A206



VIEW FROM EXISTING ELEMENTARY SCHOOL BLDG. SCALE: N.T.S. 3 A206



HANSEL AVE VIEW SCALE: N.T.S. 2 A206



VIEW FROM CORNER OF WALTHAM & HANSEL AVE SCALE: N.T.S. 1 A206

DRAWING TITLE		STUDENT SERVICES BLDG RENDERS		SCALE:	NTS
PROJECT:		CORNERSTONE CHARTER ACADEMY		PROJECT No:	202221
CIVICA <small>ARCHITECTURE & INTERIOR DESIGN</small> 8323 NW 12th St, Suite 106 Doral, FL 33126 tel: 305 593 3959 www.civica.com AA 92661093		SHEET:	18	SKETCH NO.	A-206
		OF:	12	REF DWG NO.:	
		DATE	06/28/21		



VIEW FROM EXISTING INTERIOR ROAD
SCALE: N.T.S. 4 ARIJ



VIEW FROM PROPOSED RETENTION AREA
SCALE: N.T.S. 3 ARIJ



VIEW FROM WALTHAM AVE
SCALE: N.T.S. 2 ARIJ



VIEW FROM EAST DRIVEWAY
SCALE: N.T.S. 1 ARIJ

DRAWING TITLE	EAST CLASSROOM ANNEX RENDERS	SCALE	NTS
PROJECT	CORNERSTONE CHARTER ACADEMY	PROJECT No.	202221
CIVICA <small>ARCHITECTURAL & GRAPHIC DESIGN</small> 8323 NW 12th St. Suite 106 Doral, FL 33126 Tel: 305 593 9959 www.civicafirm.com AA #28001091		SHEET	12
		OF	12
		REF DWG NO:	A-207
		DATE	06/28/21
		SKETCH NO.	

ORDINANCE NO. 21-13

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA AMENDING SECTION 30-77 TO ARTICLE 30 OF CHAPTER 30 OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR WITHHOLDING THE ISSUANCE OF VEHICLE LICENSE PLATES AND REVALIDATION STICKERS FOR OUTSTANDING PARKING VIOLATIONS WITHIN THE CITY; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to § 316.1967(6), Florida Statutes, the City may provide by ordinance that the clerk of the court or the traffic violations bureau provide the Florida Department of Highway Safety and Motor Vehicles (the “Department”) electronic data which is machine readable by the installed computer system at the department, listing persons who have three or more outstanding parking violations, including violations of § 316.1955, Florida Statutes (pertaining to parking tickets for parking in spaces designated for persons with disabilities);

WHEREAS, § 316.1967(6), Florida Statutes, states that upon receipt of such list, the Department must mark the appropriate registration records of those who are so reported;

WHEREAS, § 320.03(8), Florida Statutes, states that persons placed on such list pursuant to § 316.1967(6), may not be issued a license plate or revalidation sticker until the person’s name no longer appears on the list or until the person presents a receipt from the City showing that the outstanding parking violations have been paid;

WHEREAS, the City desires to use all available means to enforce the provisions of its parking regulations as set forth in Article III of Chapter 30 of the Belle Isle City Code of Ordinances; and

WHEREAS, the City wishes to adopt the foregoing additional enforcement methods to better ensure compliance with the City’s parking regulations.

NOW, THEREFORE, be it ordained by the City Council of the City of Belle Isle, Florida, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. City Code Amendment. Section 30-77 of the Belle Isle Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 30-77. – Impoundment / Withholding of Tags and Revalidation Stickers.

(a) Impoundment.

- (a1) *Authority of enforcement officer.* When any vehicle is left parked, stopped or standing in violation of any statute of the state or county ordinance or ordinance of the city on any public property, the enforcement officer is authorized to take possession of such vehicle and to remove such vehicle from such property and to store and possess such vehicle in conformity with this article.

- (b2) *Impounding and storage charges.* The cost of fines, towing or removing a vehicle impounded under this article and the cost of storing same shall be chargeable against the owner and shall be a lien upon the vehicle. The owner of the vehicle shall pay these charges before the vehicle will be released. Payment for parking fines to the city will be paid first before the cost of impounding and storing. The owner will present a city receipt to the towing/storage company as proof that the vehicle can be released. The vehicle may be stored in a public or private place. If the vehicle is stored in a private place, the amount charged for storage shall be the amount provided for by contract between the private storage facility and the enforcement officer. The charges to the owner for towing shall be the amount provided for in any wrecker contract between the towing company and the city. If the owner of a vehicle impounded under this article does not claim such vehicle within 60 days, the enforcement officer is hereby authorized to declare such vehicle an abandoned vehicle and to dispose of such vehicle in accordance with article II of this chapter.

- (e3) *Notice to owner.* Upon taking possession of any such vehicle, as provided in this article, the enforcement officer shall make a reasonable attempt to notify the owner thereof that such vehicle has been impounded and is being held for the towing and storage charges.

- (d4) *Notice to sheriff's office.* The enforcement officer shall notify the county sheriff's department that the vehicle has been impounded and is being held for the towing and storage charges.

- (e5) *Recovery.* The registered owner of such vehicle shall be entitled to recover such vehicle only after making payment for charges and expenses to the contract towing company providing the towing and/or storage services.

- (f6) *Filing complaint not precluded by impoundment.* The taking of possession of a vehicle for a violation of a statute of the state or a county ordinance or an ordinance of the city shall not prohibit the filing of a complaint for such violation in addition to the impounding of such vehicle as hereinabove provided.

(g) *Failure by enforcement officer to comply with provisions of this article.* Failure by the enforcement officer to comply with any of the provisions of this article shall not act to remove the lien from the vehicle.

(b) *Withholding of issuance of license plates and revalidation stickers.*

(1) *Definitions.* As used in this section, the following words are defined as set forth herein:

- i. *Department of motor vehicles* shall mean and refer to the Florida Department of Highway Safety and Motor Vehicles or any successor agency thereto as may be designated by general law.
- ii. *Police department* shall mean and refer to the City of Belle Isle Police Department or any other traffic enforcement agency, department, or bureau to which the city assigns the task of enforcing the city’s parking regulations.

(2) The police department may prepare and supply to the county clerk's office or the department of motor vehicles, as appropriate, a list of persons who have three (3) or more outstanding parking violations, including violations of § 316.1955, Florida Statutes, issued by or within the city. Such list must be transmitted by electronic means in a format that is readable by the computer system installed at the department of motor vehicles.

(3) In accordance with §§ 315.1967 and 320.03, Florida Statutes, as may be amended or transferred, the Orange County Tax Collector will not issue a license plate or revalidation sticker to any person whose name appears on the list referenced in subsection (b) *supra* until (i) such person's name no longer appears on the list or (ii) until the person presents a receipt issued by the city or the clerk of court showing that such outstanding parking fines and all applicable late charges or other related charges have been paid. Any person appearing on such list must also pay any administrative service charges due to the tax collector and clerk of court.

(4) Pursuant to the authority granted in §§ 316.1967 and 320.03, Florida Statutes, this section is applicable throughout the city and to the enforcement of those parking tickets or citations issued by or on behalf of the city; provided, however, that the police department will be responsible for preparing and supplying the list of persons referenced in subsection (b) *supra*.

SECTION 3. Codification. Section 2 of this Ordinance will be incorporated into the Belle Isle City Code. Any section, paragraph number, letter, and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical,

and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicts. If a conflict arises between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of such conflict, as permitted under the law.

SECTION 6. Effective date. This Ordinance will become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

FIRST READING: _____, 2021

SECOND READING: _____, 2021

ADOPTED this ____ day of _____ 2021, by the City Council of the City of Belle Isle, Florida.

	YES	NO	ABSENT
Ed Gold	_____	_____	_____
Anthony Carugno	_____	_____	_____
Karl Shuck	_____	_____	_____
Randy Holihan	_____	_____	_____
Beth Lowell	_____	_____	_____
Jim Partin	_____	_____	_____
Sue Nielsen	_____	_____	_____

CITY COUNCIL
CITY OF BELLE ISLE

ATTEST:

Yolanda Quiceno, City Clerk

Nicholas Fouraker, Mayor

Kurt Ardaman, City Attorney

Approved as to form and legality for the use and
reliance of the City of Belle Isle, FL, only.

STATE OF FLORIDA

COUNTY OF ORANGE

I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that the above and foregoing document ORDINANCE 21-13 was duly and legally passed by the Belle Isle City Council, in session assembled on the ____ day of _____, 20____, at which session a quorum of its members were present.

Yolanda Quiceno, CMC-City Clerk

2021 Proposed Budget - Light the Way & Santa Rides Combined

TYPE OF RESOURCES Description	EXPENDITURES	
	Projected	
	GF-CASH	IN-KIND
Set Up - 3 City Staff@\$25/hr@3hrs	225.00	
2 OT/PD@\$35/hr@4hrs	560.00	
Set-up/Clean-up (6Volunteers@12/hr@6hrs)		432.00
Skating Rink	7,000.00	
Santa (3 nights)	750.00	
Merry Minstrel - Train	800.00	
Dual lane snow slide	7,000.00	
2 x Elf balloon artists	850.00	
Beer-wine-ice-cups-sineage	2,500.00	
Decorations / Lights	100.00	
Portable stage*	650.00	
Sound System / DJ	750.00	
Parking Security	100.00	
Shuttle Buses	500.00	
Candy Canes/Popcorn/Hot Chocolate/cups/napkins	250.00	
Train Conductor	650.00	
Tents-tables-chairs rental	500.00	
Generators	750.00	
Port-a-johns	500.00	
staff meals	125.00	
Stuffed animals (850 / Santa Ride)	3,000.00	
Sub-Total	27,660.00	432.00

Green - Anticipate to be donated

Some are items

2021 Light the Way – Highlights

December 8, 2021 5pm until 8pm

Main attractions will be two side by side snow slides with inner tubes for tubing and an artificial ice skating rink. (All staff to be provided by vendors)

Santa will be on a portable stage with volunteers allowing one family at a time.

4 Foodtrucks with tables and chairs. Each vendor will be charged a \$50.00 participation fee.

Beer and Wine garden. ID required and a wristband given as proof of age. VIP passes will be offered for \$25.00 and a side area set up for VIP service.

No face painting or arts and crafts due to Covid.

2 Balloon elves for 2 hours each. One from 5pm until 7pm and the other from 6pm until 8pm

Cake and cookie contest a possibility if a volunteer will take ownership of this project.

“Entry Fee” of a non-perishable food item will be requested.

The committee proposes the Santa Ride for the nights of December 21st and 22nd.

Portable Trailer Stage #90232

Stage Height: 32inches Stage Deck Length: 16ft Stage Deck Width: 7.5ft
Comes with: (1) stairs, skirt, 3-side rails. Trailer Weight: 2500lbs Holds up to: 7000lbs

You can hook a generator to the stage that will power the sockets located at each corner

Must have at least 23ft of space for trailer placement after unhitched from tow vehicle.

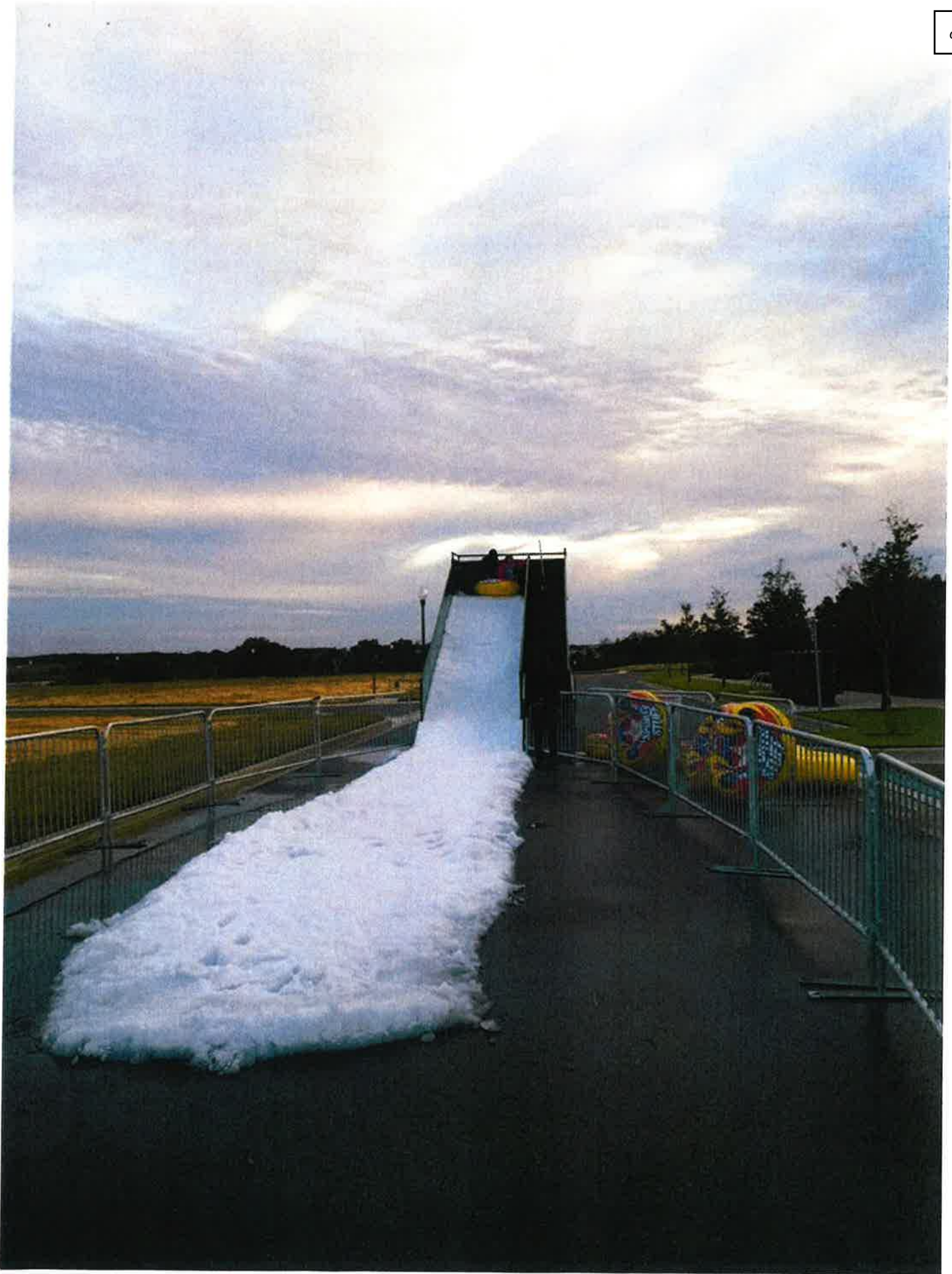


Trailer Stage must be set up on flat/level surface.



(Items shown on stage are not part of the stage packet but a representation of what you could place on the stage)

9/1/17





Belle Isle Issues Log
10/5/21

a.

Issue	Description	Start Date	POC	Last Completed Action	Next steps
Street Paving	The City staff will conduct a street assessment to determine the pavement conditions and determine if the prior assessment is still valid. When complete, the staff will set-up a Capital Improvement Program for street paving. Program	7/1/2020	PW/CM	The City has been successful in paving several streets over the past few years; most recently the area around City Hall.	2021 Goal: City to conduct Pavement Assessment and develop CIP for paving (next Fiscal Year). Assessment complete. CM working with PW Director on CIP for streets. District 3 Streets included in FY21-22 Budget. Streets in District 2 and 5 (Delia Beach area) included on budget. City will start paving as outlined in FY21-22 Budget
Storm Drainage	The City Engineer recently completed an assessment of the storm system. Some trouble spots have been corrected (Wind Drift, Derine, Chiswick) CM and Finance Director developed Storm Water CIP	4/3/2017	ENG/CM	Stormwater CIP was developed and reviewed by Budget Committee, who recommend approval. City staff to start reconditioning swales in trouble areas. Work at Jade Circle Swales done. 1631 Wind Willow (completed). Pipe lining on St. Moritz and Jade completed. Plan done for Sol avenue (Agenda Item). St. Partin Outfall waiting on Orange County bid for lift station (Lift Station will be rebid so City may consider moving forward). Meeting with new contractors for Stafford/Pam for new estimates. Working with OCEPD on Barby Lane drainage. OC Nav Advisory Board approved \$3,500 for pet waste stations and \$94.020 reimbursement for Delia Beach Project. City received reimbursements from OC Nav Board.	Preparing to bid Sol Ave. Project. Close Stafford/Pam Project. Grant submitted to FDEP for Wallace Project and HAB Project. City received notification that HAB grant was approved by the state. City and contractor working a final plan submission to the State for HAB grant. Issuing RFP for Sol Project. Refining projects that are eligible for ARPA.
Traffic Studies	Increased traffic in and through Belle Isle prompted the Council to allocate funds for city-wide traffic study to improve traffic flow. Study was done and resulting Traffic Master Plan was adopted by Council. Due to the City's membership in Metroplan Orlando, they are conducting additional studies focusing on Hoffner Ave.	4/3/2017	CM/Eng.	City's TMP completed and adopted. Metroplan study is nearing completion. Hoffner median constructed but still needs additional work. WaWa to reconfigure entrance (Working on permit with OC). Citizen feedback sent back to MetroPlan. Metroplan Consultant to work toward finalizing report. RRFB installed and is functional at Monet/Hoffner crosswalk. Staff incorporated comments from open house in TMP. Next step is to plan for improvements and funding through long term budgeting. Staff considers this issue closed.	Impact Fee Study is continuing to move forward. Staff sent information to consultant for review. First draft of study received. Being reviewed by staff. Staff review complete. Distribution to Council for review and action on September 7. Consultant putting together draft ordinance for new impact fees. Impact Fee Ordinance received from Consultant. Will send to City Attorney for review.
Wallace Field	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	Use Agreement adopted. CCA planning park site plan. CCA/City staff met to go over site plan requirements. CCA working with City Planner for site plan submission. CCA completed site plan. Council approved site plan concepts. P&Z decision granting special exception was approved by City Council. The site plan was approved with conditions. Staff is preparing documents to address the conditions. P&Z decision is being appealed to Council. Council approved Wallace Field Site Plan with conditions.	Continuing to plan for drainage project with OC. Discuss grading of site with CCA. CCA to start development of Wallace Field. First elements will be artificial turf and parking. CCA started practice on the field on August 10 (signs posted). Deed restriction recorded. No update
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property.	3/20/2018	CM	Cross lake purchase is on hold until County reschedules PH. Mayor/CM to meet with Commissioner Uribe and Adjacent property owner on Cross Lake on March 4. CM/Comm. Cross Lake Property deed recorded and improvements made (closed). BoA agreement finalized.	Financing complete. PSA executed by Mayor and BoA. BoA is now owned by the City. Discussion at Council Budget Workshop on August 18. Council directed a workshop be rescheduled from September 29, 2021
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Capital Facility Plan complete. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues. CM sent memorandum to CCA outlining conditions for refinancing. CCA discussed and rejected all the conditions sent by Council.	New Lease draft sent to Budget Committee for review. Budget Committee reviewed draft lease. Market Rent Study completed. Being reviewed by Budget Committee. Subcommittee of Council revising the new lease. CCA, at their June 30 meeting, would like to work with the City to continue working with the City on the lease agreement. Meeting between City and CCA was held on August 31 on new lease. Revisions being made. City and CCA agree on terms of the new Agreement. Final draft of the Agreement and Ordinance prepared. Agenda Item.

**Belle Isle Issues Log
10/5/21**

a.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Meet with consultant to determine what was done and what is left to do. P&Z Board looking at possible changes to fence/wall requirements. Discussion of sidewalk maintenance. Ordinance adoption for Home Occupation and Golf Carts. New Sign Ordinance (adopted and closed). Ordinance on at-large appointments (adopted and will advertise vacancies).	Changes to Impervious surface ratio were discussed and will remain unchanged. P&Z discussions on definition of "kitchen" and look at possible ordinance for installation of artificial turf on residential property. P&Z discussing Accessory Dwelling Units. No meeting was held last month.
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Council Planner CM	Meet with consultant to determine what was done and what is left to do.	City Manager and Planner to review 2009 Comp Plan for errors discovered in Zoning Map. Agenda Item.
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	Council determined the priority to annex. Planner completed 1st report. City Staff reviewing. CM and Mayor met with Management Company for Publix Shopping Center (another meeting is set for 5/19/21). CM to meet with private owner for annexation of 5 acres. Sienna place signed consents for annexation about 35% done.	Sienna condo about 70% complete. Discussion with Brixmor going well. Brixmor asked for additional information. Sienna may be an involuntary annexation. Information supplied to Brixmor for their review. Planner drafted Urban Service Report for Sienna Place. Staff is reviewing report.
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding of PWCs and issues with wake boats. Council would like more local control over the lake.	6/1/2019	CM, CA, Chief	City Attorney looking at how other communities have control of lakes. Staff drafting an ordinance for No Wake Zones. City waiting for County to meet with stakeholders. Draft ordinance is put on hold for now. City/OCSO looking at other avenues to allow enforcement. Lobbyist Presentations to BC on April 8. CM received information from FWC on Canoe Trail & Swim Areas. City staff to get public input on both.	Discuss control issues with lobbyist and determine direction. No Update.
IT Issues	City Council wants Staff to research changes in IT from Gmail back to Outlook	8/6/2019	City Clerk Chief	City staying with Gmail. City has new pages on website for financial transparency and new work order tracking program. City doing ADA conversion. City Clerk working with ADA compliance company. New website developed & ADA compliant Issue Closed). Bids received on RFP for Chambers A/V. Council approved bid.	Contract executed. Looking at a completion date of September 30. Due to COVID restrictions some materials are late. Contractor and City agreed on 60 day extension. New completion date is December 1, 2021
Grady (Lancaster) House	PCHS requested the Council not demolish Grady House and give up to a year to have it moved.	2/5/2019	CM	Discussion at PCHS. CM contacted State Historic Office on house and homestead and getting it registered on National Registry. Council directed PCHS top provide dates for moving the house and for renovations. PCHS responded to council stating they will not be moving or taking the house. Council set deadline of July 1, 2020 to have the house removed. Neighbor is working to get approvals to move the House to 5817 Randolph so it can be donated to her. Council extended deadline until September 1. Duke contacted for moving wires; quotes received for moving house; met with possible new owner; National Registry Application moving forward. Need cooperation of County to annex property across Waltham. Comm. Uribe will work with property owner to get OC variances. Private property owner was contacted by OC District 3 Office. City will assist where possible. Private property owner applied to County for variances to relocate the house.	County needs additional information from private property owner with a deadline is June 9, 2021 for a hearing on August 5, 2021. Letters of Support provided to property owner from City and PCHS. CCA will also write a Letter of Support. Variance granted to private property owner for lot split. She will work with OC Planning to see next steps in setting the Lancaster House on her property. Estimated cost to move the house is \$42-44K. City should fumigate the house prior to moving. CCA Board issue for funding match. City seeking additional funds to help move the house. City received estimate to fumigate the house. City to remove all vegetation around the house. Property owner to apply for building permit from Orange County to relocate the house. CCA Board rejected funding request. Moving forward with cost estimates for the move.

Belle Isle Issues Log
10/5/21

a.

New City Zip Code	Council directed that the City Manager research the possibility of applying to the USPS for a new zip code. Realtors state that property values may increase if the City has its own zip code and possibility insurance rates may also change.	3/16/2021	CM and Comm. Shuck	CM and Comm. Reviewed USPS information necessary for changing zip code. CM reached out to OCPA to see if Belle Isle could substitute for Orlando on property page which may lessen confusion.	Discuss response from OCPA. Develop "pro/con" list for Council review. Check with service providers to see if utility taxes are being sent to Orlando for homes in BI. Item tabled indefinitely.
Traffic Calming Requests/Projects	With the completion of the TMP as well as other traffic requests, the staff will track them here for Council information.	4/6/2021	CM, CE, PW, BIPD	Speed Humps Requested: Seminole, Cullen Lake Shore Drive, Oak Island Road, LCS, Daetwyler Shores. Speed Limit Reduction: Judge Rd, Daetwyler Shores All-Way Stop on Via Flora. Seminole in data gathering (temp. speed humps in place). Indian Drive and Barby Lane demand on Seminole decision. Daetwyler Shores scheduled for next budget year; CLSD and OIR were sent application packets. Speed reduction on Judge started (35 MPH). All-Way stop at Via Flora and Flowertree completed. Last traffic count on Seminole started. Seminole data complete and justifies installation of speed humps. OCFD has no issues with speed humps. Discussion with BIPD on active enforcement for next 4 months on Seminole. If placed on Seminole, then speed humps should be placed on	City to start planning for RRFB on Hoffner and Pleasure Island and Hoffner and Peninsular. City to start discussion with OC on TSP projects developed by Traffic Consultant. Projects placed on City CIP. City Manager to meet with Orange County Engineering and Commissioner Uribe to discuss Hoffner Avenue Projects for support with projects on Hoffner. Still waiting for meeting with Commissioner Uribe. No update on Hoffner meeting. Staff looking at other projects.
ARPA Funding	American Recovery Plan Act (ARPA) funds to be received from State for funding eligible projects. FLC estimates City will receive \$3.6 million in funding over 2 years	7/20/2021	CM/DoF	City sent all required information to FLC. FLC is the coordinating agency for NEU cities in Florida. DFEM is developing agreement for NEU cities.	Waiting on FLC to provide additional information once it's received from the state. Funding agreement with FDEM approved. FDEM contacted the City that all documents are in order for first payment of \$1,826,090 for first year payment. Total amount is \$3,626,180 (distributed over two years in equal amounts). City received its first payment. Staff reviewing additional information as it becomes available. Ninitial reporing period extended for three months.
Redistricting	Every ten years, with the decennial census, the City is to review its districts to determine if the boundaries need to be redrawn to get an even number as possible for each district. The city council appointed eight (8) city electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the city in any other capacity. The Committee has 120 days to complete its work and present it to the Council.	7/20/2021	CM/Clerk	Committee met on 7/28/21 to organize. Chair, Vice-Chair, and Secretary were chosen. City Manager went over the duties of the Committee and spoke about Sunshine Laws.	Next meeting is August 11. Materials will be passed out along with instructions. State to certify census numbers on August 12. Committee will meeting on September 8 to look at total numbers and try to come up with District map. Redistricting Committee came up with a new districting map. Counts are being verified. Meeting on October 6 to verify the counts
Palm Square Condos	The City was alerted to building problems at Palm Square Condos.	7/18/2021	CM/UES/CE	City Inspectors found multiple issues with the building. Building Inspector inspected the area and found multiple violations. Fire Marshall inspected the building and found multiple violations. Department of Health inspected a sewage overflow and is taking action. City Engineer and Structural Engineer inspected the building. Staff reviewing the report. City contacted the property manager with a report. Property Manager will hire an engineer to review deficiencies in the building.	Staff will set up a meeting with the property manager to discuss solutions to correcting the deficiencies. City received preliminary engineer report on deficiencies. City sent the report to the property manager. Property manager will send their report to the City when received. Then City and Property Manager will meet to determine path to get the deficiencies corrected. No update