



city council agenda

Agenda
July 03, 2018 * 6:30 PM
City Council Meeting

City Council Chambers 1600 Nela Avenue

Lydia Pisano Mayor	Kurt Ardaman City Attorney	Bob Francis City Manager	Ed Gold District 1	Anthony Carugno District 2	Jeremy Weinsier District 3	Mike Sims District 4	Harv Readey District 5	Jim Partin District 6	Sue Nielsen District 7
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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 on the city's website at cityofbelleislefl.org.

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Ed Gold, District 1 Commissioner
3. Consent Items- no report
4. Citizen's Comments

Persons desiring to address the Council MUST complete and provide to 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 and speak from the lectern, 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 of time following the date of the meeting. 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. 18-06 - SECOND READING AND ADOPTION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY CODE ENACTING A FERTILIZER MANAGEMENT ORDINANCE REGULATING THE APPLICATION OF FERTILIZER TO LAWNS AND TURF IN THE CITY OF BELLE ISLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEASONAL RESTRICTIONS ON FERTILIZER APPLICATION; PROVIDING RESTRICTIONS FOR FERTILIZER CONSTITUENTS PHOSPHORUS AND NITROGEN; PROVIDING FOR RESTRICTIONS IN RATES OF FERTILIZER APPLICATION; PROVIDING FOR TRAINING REQUIREMENTS FOR COMMERCIAL APPLICATORS OF FERTILIZER; PROVIDING FOR EXEMPTIONS; PROVIDING FOR VARIANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR INCLUSION INTO CODE; AND PROVIDING FOR CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE
- b. ORDINANCE NO. 18-07 - SECOND READING AND ADOPTION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, ADOPTING A 90-DAY MORATORIUM ON LOT SPLITS AS GOVERNED BY SECTION 50-33(6) OF THE CITY CODE; PROVIDING THAT THE CITY SHALL NOT ACCEPT, PROCESS, OR CONSIDER LOT SPLIT APPLICATIONS DURING THE MORATORIUM; PROVIDING FOR EXTENSION, EXPIRATION, AND RENEWAL OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, NONCODIFICATION, AND AN EFFECTIVE DATE

6. New Business

- a. ORDINANCE NO. 18-08- FIRST READING AND CONSIDERATION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING AND REPLACING ORDINANCE 17-07 AND AMENDING CHAPTER 4, SECTION 4-1 OF THE BELLE ISLE CITY CODE TO DESIGNATE CERTAIN AREAS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY AS A RESTRICTED HUNTING AREA; PROVIDING FOR DEMARCATION OF THE RESTRICTED HUNTING AREA; PROVIDING FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF CITY DEPARTMENTS; PROVIDING FOR PENALTIES, SETTING FORTH UNLAWFUL CONDUCT, AND COMPLIANCE METHODS; PROVIDING FOR CONFLICTS AND REPEAL, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

"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 57

- b. ORDINANCE NO. 18-09- FIRST READING AND CONSIDERATION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA RENEWING THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, RECYCLING, AND RELATED SERVICES BETWEEN THE CITY AND REPUBLIC SERVICES OF FLORIDA; PROVIDING FOR AUTHORIZATION TO CITY MANAGER AND CITY MANAGER’S DESIGNEE(S); PROVIDING FOR SEVERABILITY, CONFLICTS, NONCODIFICATION, AND AN EFFECTIVE DATE.
- c. Approval of School Resource Officer Agreement for FY 2018-19
- d. Discussion of policy on Reimbursement of Attorney Fees for Individual Council Members

7. Attorney's Report

8. City Manager's Report

- a. Issues Log
- b. Chief's Report

9. Mayor's Report

10. City Council Report

11. Adjournment



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

Meeting Date: July 3, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Fertilizer Ordinance

Background: A requirement for the City's Municipal Separate Storm Sewer (MS4) Program and MS4 permit is that the City adopt an ordinance regulating the proper use and application of fertilizer, training and certification of commercial applicators, and periods of restricted use. Many municipalities in Orange County have adopted the County's ordinance which was updated and adopted last year. FDEP also recommends adoption of this ordinance.

At the June 19, 2018 meeting Council read the ordinance for the first time by title only. No changes were made.

Staff Recommendation: Adopt Ordinance 18-06

Suggested Motion: I move that we read Ordinance 18-06 for the second time by title only and adopt Ordinance 18-06

Alternatives: Do not adopt the County ordinance and direct the City Manager to develop another ordinance.

Fiscal Impact: None

Attachments: Ordinance 18-06

1 WHEREAS, the quality of streams, lakes, and wetlands is critical to environmental, economic, and recreational
2 prosperity and to the health, safety, and welfare of the residents of Belle Isle; and

3 WHEREAS, algae blooms and accelerated growth of aquatic weeds in Lake Conway have heightened community
4 concerns about water quality and eutrophication of surrounding waters; and

5 WHEREAS, pursuant to Section 303(d) of the federal Clean Water Act and the resulting Florida Impaired Waters
6 Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (“FDEP”) has
7 classified specific water bodies in Orange County as “impaired” as a result of the presence of excess nutrients; and

8 WHEREAS, the amount of fertilizer applied to a given landscape and the method of application have potential for
9 creating nutrient pollution; and

10 WHEREAS, the amount of fertilizer applied should be the minimum necessary for turf to meet initial
11 establishment and basic growth needs; and

12 WHEREAS, it is generally recognized that Florida soils naturally have a suitable phosphorus content for most
13 vegetative needs and that phosphorus is therefore rarely needed to create or maintain a vibrant landscape; and

14 WHEREAS, it has been recognized that the use of slow release nitrogen sources is more efficiently used by plants
15 and less likely to leach out or wash away in stormwater runoff; and

16 WHEREAS, this ordinance is part of a multi-pronged effort by Belle Isle to reduce nutrient leaching and runoff
17 through improved stormwater management, water conservation efforts, public education, and updated development
18 standards as set forth in the Belle Isle Code.

19
20 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE:

21 SECTION 1. Enactment of Fertilizer Management Ordinance. A Fertilizer Management Ordinance, to be codified
22 at Chapter 10, Article IV, Division III of the Belle Isle Municipal Code, Section 10-129 is enacted to read as follows:

23 **The City of Belle Isle adopts the most current version of the Orange County Fertilizer Ordinance in Chapter 15, Article**
24 **XVII of the Orange County Code, Section 15-801 through 15-812**

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

6 SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this
7 Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for
8 substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent
9 provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

10 SECTION 4. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or
11 provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

12 SECTION 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council
13 of the City of Belle Isle, Florida.

14 First reading on _____, 2018.

15 Second Reading and Adoption this _____ day of _____, 2018.

	YES	NO	ABSENT
18 Ed Gold	_____	_____	_____
19 Anthony Carugno	_____	_____	_____
20 Jeremy Weinsier	_____	_____	_____
21 Mike Sims	_____	_____	_____
22 Harvey Readey	_____	_____	_____
23 Jim Partin	_____	_____	_____
24 Sue Nielsen	_____	_____	_____

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ATTEST: _____

Yolanda Quiceno, CMC-City Clerk

Lydia Pisano, Mayor

Approved as to form and legality

A. Kurt Ardaman, City Attorney

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 18-06 was duly and legally passed by the Belle Isle City Council, in session assembled on the _____ day of
_____2018, at which session a quorum of its members were present.

Notary Yolanda Quiceno, CMC-City Clerk



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

Meeting Date: July 3, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 18-07 - Moratorium on Lot Splits

Background: After approving the appeal of Greg Gent, which in effect, denied the substandard lot variance on 7020 Seminole Drive, the City Council passed a motion to direct the City Attorney to prepare a resolution allowing for a 90-day moratorium on lot splits as governed by Sections 50-33(6) of the BIMC to give the City Staff time to address the problems, issues, impacts and concerns and determine if there will be long term detrimental impacts to residents, structures, property values and other adverse impacts from lot splits. Also to adopt changes to the City Code provisions governing lot splits so as to ensure that the standards and criteria governing lot splits can be reviewed and revised to eliminate or reduce problems, issues, impacts and concerns associated with lot splits and to ensure that lot splits will be consistent with the City's character, Comprehensive Plan, and the public welfare.

At the June 19, 2018 meeting Council read the ordinance for the first time by title only. No changes were made.

Staff Recommendation: Read Ordinance 18-07

Suggested Motion: I move that we advertise Ordinance 18-07 for the second time by title only and adopt Ordinance 18-07

Alternatives: Do not adopt the ordinance

Fiscal Impact: TBD

Attachments: Ordinance 18-07

1 the City Code provisions governing lot splits so as to ensure that the standards
2 and criteria governing lot splits can be reviewed and revised to eliminate or
3 reduce problems, issues, impacts and concerns associated with lot splits and to
4 ensure that lot splits will be consistent with the City's character, Comprehensive
5 Plan, and the public welfare; and

6
7 **WHEREAS**, the City Council and City Manager have directed the City's planning
8 consultant and City staff to evaluate the problems, issues, impacts and concerns
9 occurring in the City related to lot splits, including without limitation, the
10 increase in densities, the impact on existing homes and the character of
11 neighborhoods, matters pertaining to safety, aesthetics, home and property
12 valuations and other matters; and

13
14 **WHEREAS**, the City has determined that the moratorium imposed by this
15 Ordinance is in the interests of the public health, safety, and welfare; that the
16 moratorium is necessary and is of the minimum duration that will allow the City to
17 study problems associated with lot splits, develop, and adopt new regulations;
18 that the moratorium will not deny property owners the use of their property nor
19 impose an unreasonable burden on such use; that the moratorium imposes a
20 reasonable and non-extraordinary delay on lot splits; that the moratorium will not
21 reduce property values; and that the moratorium will not interfere with reasonable
22 investment-backed expectations; and

1 **WHEREAS**, at a public hearing on June 5th, 2018, the City Council directed
2 the City Attorney's office to prepare this Ordinance imposing a moratorium on lot
3 splits; therefore, this Ordinance and any related ordinance governing lot splits
4 prepared during the moratorium, were and are pending as of June 5th, 2018 in
5 accordance with the pending ordinance doctrine set forth in *Smith v. City of*
6 *Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980).
7

8 **NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE,**
9 **FLORIDA:**

10 **SECTION 1: RECITALS.** The foregoing recitals are ratified and confirmed as
11 being true and correct and are hereby made a part of this Ordinance.
12

13 **SECTION 2. TEMPORARY MORATORIUM.** Beginning on the effective date of this
14 Ordinance and continuing for a period of 90 days, a moratorium is hereby imposed
15 upon all lot splits within the City as governed by Section 50-33(6) of the City
16 Code. During the moratorium, the City will not accept, process, or consider
17 applications for lot splits that are governed by Section 50-33(6) of the City
18 Code.

19 **SECTION 3. EXPIRATION & EXTENSION OF MORATORIUM.** The temporary moratorium
20 imposed by Section 2 of this Ordinance expires 90 days from the effective date of
21 this Ordinance. The moratorium may be terminated, renewed, or extended for any
22 period of time by the adoption of an ordinance or resolution of the City Council.

23 **SECTION 4. NONCODIFICATION.** This Ordinance shall not be codified.
24
25

1 **SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause,
2 phrase, word or provision of this Ordinance is for any reason held invalid or
3 unconstitutional by any court of competent jurisdiction, whether for substantive,
4 procedural, or any other reason, such portion shall be deemed a separate, distinct
5 and independent provision, and such holding shall not affect the validity of the
6 remaining portions of this Ordinance.

7 **SECTION 6. CONFLICTS.** In the event of a conflict or conflicts between this
8 Ordinance and any other Ordinance or provision of law, this Ordinance controls to
9 the extent of the conflict, as allowable under the law.

10 **SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective
11 immediately upon adoption by the City Council of the City of Belle Isle, Florida.

12 FIRST READING: _____, 2018

13 SECOND READING: _____, 2018

14 ADOPTED this ____ day of _____, 2018, by the City Council of the City
15 of Belle Isle, Florida.

	YES	NO	ABSENT
16 Ed Gold	_____	_____	_____
17 Anthony Carugno	_____	_____	_____
18 Jeremy Weinsier	_____	_____	_____
19 Mike Sims	_____	_____	_____
20 Harvey Readey	_____	_____	_____

1 Jim Partin _____

2 Sue Nielsen _____

3

4 ATTEST: _____

5 Yolanda Quiceno, CMC City Clerk

Lydia Pisano, Mayor

6

7 _____

8 Approved as to form and legality

9 A. Kurt Ardaman, City Attorney

10

11 **STATE OF FLORIDA**

12 **COUNTY OF ORANGE**

13

14 I, Yolanda Quiceno, CITY CLERK of the City of Belle Isle do hereby certify that the above and foregoing
15 document ORDINANCE 18-07 was duly and legally passed by the Belle Isle City Council, in session assembled
16 on the _____ day of _____ 2018, at which session a quorum of its members were present.

17

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19 _____

20 Notary Yolanda Quiceno, CMC-City Clerk

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

Meeting Date: July 3, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 18-08

Background: The City received and approved a Settlement Agreement from FWC to provide for a Restricted Hunting Area around Conway Chain of Lakes. Ordinance 18-08 repeals the bird sanctuary ordinance that was approved by Council last year, and replaces it with the Restricted Hunting Area Ordinance, based on the Settlement Agreement.

Staff Recommendation: Read Ordinance 18-08 for the first time by title only.

Suggested Motion: I move we read Ordinance 18-08 for the first time by title only.

Alternatives: None

Fiscal Impact: A report on the total cost will be made when all invoices have been received.

Attachments: Ord. 18-08 w/map (for codification), Settlement Agreement

ORDINANCE 18-08

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING AND REPLACING ORDINANCE 17-07 AND AMENDING CHAPTER 4, SECTION 4-1 OF THE BELLE ISLE CITY CODE TO DESIGNATE CERTAIN AREAS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY AS A RESTRICTED HUNTING AREA; PROVIDING FOR DEMARCATION OF THE RESTRICTED HUNTING AREA; PROVIDING FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF CITY DEPARTMENTS; PROVIDING FOR PENALTIES, SETTING FORTH UNLAWFUL CONDUCT, AND COMPLIANCE METHODS; PROVIDING FOR CONFLICTS AND REPEAL, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Belle Isle (“City”) recognizes that the City is densely populated and developed with numerous recreational activities and uses occurring within the City and, in particular, around and within the Conway Chain of Lakes, including but not limited to, boating, canoeing, and air travel; and

WHEREAS, the City recognizes that many residents within the City, including those who own lots and developed properties proximate to the Conway Chain of Lakes, who have docks extending into the Conway Chains of Lakes, or who otherwise utilize and appreciate the Conway Chain of Lakes, have raised numerous safety related issues as to the taking of game with a gun within certain areas within the jurisdictional limits of the City; and

WHEREAS, the City recognizes that the City’s unilateral declaration that the City be recognized as a bird sanctuary, critical wildlife area, or restricted hunting area requires—to be effective—the assent and agreement of the Florida Fish and Wildlife Conservation Commission (“FWC”); and

WHEREAS, the City understands that section 379.104, Florida Statutes, codifies the Florida Legislature’s recognition that “the citizens of Florida have a right to hunt, fish, and take game, subject to the regulations and restrictions prescribed by general law and by s. 9, Art. IV of the State Constitution”; and

WHEREAS, the City understands that the FWC has the constitutional mandate to “exercise the regulatory and executive powers of the state with respect to wild animal life” and, pursuant to this constitutional authority, has enacted Florida Administrative Code Chapter 68A-19, which sets forth regulations and requirements for restricted hunting areas; and

WHEREAS, the City desires to balance the rights and privileges of lawfully hunting and taking game within the City’s jurisdictional limits with the inherent safety concerns raised when individuals are allowed to hunt or take game within a developed and intensely utilized municipality in terms of air, land, and water body travel and activity; and

WHEREAS, the City previously sought a bird sanctuary designation throughout the entirety of the City’s jurisdictional limits, but the City has since worked extensively with FWC regarding alternative options and resolutions that will adequately protect and afford the greatest benefit to the City and the policies described herein; and

WHEREAS, on or about June 19, 2018, the City and FWC made and entered into that certain amicable Settlement Agreement relating to the subject matter of this ordinance and which functions as the mutually agreeable implementation of the City’s goals and the FWC’s existing administrative code regulations; and

WHEREAS, the City determines, in accordance with Florida Administrative Code Chapter 68A-19, certain portions of the waters and tracts of land within the City’s current jurisdictional limits should be and are hereby made and declared a restricted hunting area as set forth herein.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE:

SECTION 1. Recitals. The above recitals are hereby ratified, confirmed as true, and are made part of this Ordinance.

SECTION 2. Restricted Hunting Area Designation. In accordance with Chapter 68A-19, Florida Administrative Code, the following area within the city limits of the City of Belle Isle is hereby declared a restricted hunting area:

- a. All uplands within the City’s jurisdictional limits;
- b. An area extending from the mean high water line of Lake Conway along all upland shoreline within the City’s jurisdictional limits to two hundred (200) feet in to the waters of Lake Conway as delineated in red on the attached Exhibit “A”; and
- c. An area extending from the mean high water line of Little Lake Conway along all upland shoreline within the City’s jurisdictional limits on the Lake’s southern boundary to two hundred (200) feet into the waters of Little Lake Conway as delineated in red on the attached Exhibit “A.”

Exhibit “A” shall be referred to and commonly known as the “City of Belle Isle Restricted Hunting Area Designation Map.”

SECTION 3. Belle Isle City Code Amendment. Chapter 4, Section 4-1 of the Belle Isle City Code is hereby repealed and replaced in its entirety as follows:

Sec. 4-1. Restricted hunting areas.

(a) General. The following area within the city limits of the City of Belle Isle is hereby declared a restricted hunting area:

- i. All uplands within the City’s jurisdictional limits;
- ii. An area extending from the mean high water line of Lake Conway along all upland shoreline within the City’s jurisdictional limits to two hundred (200) feet in to the waters of Lake Conway; and
- iii. An area extending from the mean high water line of Little Lake Conway along all upland shoreline within the City’s jurisdictional limits on the Lake’s southern boundary to two hundred (200) feet into the waters of Little Lake Conway.

Such restricted hunting area shall include the airspace over and above the restricted hunting area. The City of Belle Isle Restricted Hunting Area Designation Map, as adopted by ordinance creating this section, shall be made available upon request, shall be publicly displayed at city hall and the city’s police department headquarters, and may be displayed at other areas within the city at the city manager or his/her designee’s discretion. Additionally, other formats and colors of the City of Belle Isle Restricted Hunting Area Designation Map shall be made available upon reasonable request.

(b) Prohibition. In accordance with Florida Administrative Code Rule 68A-19.006 (June 2018), no person shall take any wildlife in any restricted hunting area using a gun unless such taking is authorized by a permit issued by the Florida Fish and Wildlife Conservation Commission’s (“FWC”) executive director or his/her designee after consolidation and approval by the City and such taking meets the regulations and requirements of this section and Florida Administrative Code Rule 68A-19.006 (June 2018). For purposes of this subsection, the prohibitions set forth herein apply and extend to the unpermitted taking of wildlife with a gun upon the tracts of land designated in the restricted hunting area, upon or within the bodies of water embraced upon and designated in the restricted hunting area, and within the airspace over and above the restricted hunting area. Additionally, such prohibition shall also apply to and prohibit the unpermitted taking of wildlife with a gun within the restricted hunting area in circumstances where the wildlife target of the gun discharge is located, fully or partially, within such restricted hunting area even when the person discharging the gun is located outside the restricted hunting area.

(c) Enforcement. The City of Belle Isle Police Department, including the Marine Patrol, shall be responsible for the enforcement of regulations of the Florida Fish and Wildlife Conservation Commission and the provisions set forth herein. Additionally, the city may enter into mutual aid agreements with other law enforcement agencies to enforce the restricted hunting area. Notwithstanding the preceding, the city’s assumption of responsibility shall in no way preclude FWC law enforcement from also enforcing the regulations of the FWC within the restricted hunting area.

(d) Penalties; compliance alternatives. In addition to any other remedies or actions provided herein or at law and in equity, the city shall have the right, in its sole discretion, to any one (1) or more of the following remedies or action in the event a violation of this section has occurred or is occurring:

i) initiation of code enforcement, code compliance, or special magistrate proceedings against any and all alleged violators of this section for up to the maximum penalties proscribed in accordance with chapter 162, Florida Statutes, and as may be set forth in the city code;

ii) prosecution as a criminal misdemeanor punishable by a fine not exceeding \$500.00 or imprisonment for a definite term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the court;

iii) issuance of a civil citation with a civil penalty of \$400.00 per violation, which amount may be periodically amended by ordinance of the city;

iv) issuance of a summons or notice to appear in county court for violation of this municipal ordinance in accordance with chapter 901, Florida Statutes, as may be amended; and/or

v) initiation and prosecution of any appropriate action at law or in equity to bring about compliance or remedy, including but not limited to, instituting an action in any court to enjoin violations of this section, in which case the violating business, entity, and/or individual shall be liable to the city for reimbursement of the city's attorneys' fees and costs relating to such action.

Should the city elect to utilize any of the supplemental compliance alternatives set forth in this subsection, then any and all appeals shall be in accordance with Florida law and are otherwise not subject to the city's appellate processes and procedures as may be set forth in the city code. Additionally, nothing set forth herein shall preclude a finding that a particular violation is capable of repetition but evading review or is otherwise irreparable or irreversible in nature.

SECTION 4. Codification. Section three (3) of this Ordinance shall be incorporated into the City Code of Ordinance. 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 5. 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 shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Conflicts; Repeal. Ordinance 17-07 is hereby expressly repealed and replaced by this Ordinance as stated herein. Additionally, in the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: _____, 2018

SECOND READING: _____, 2018

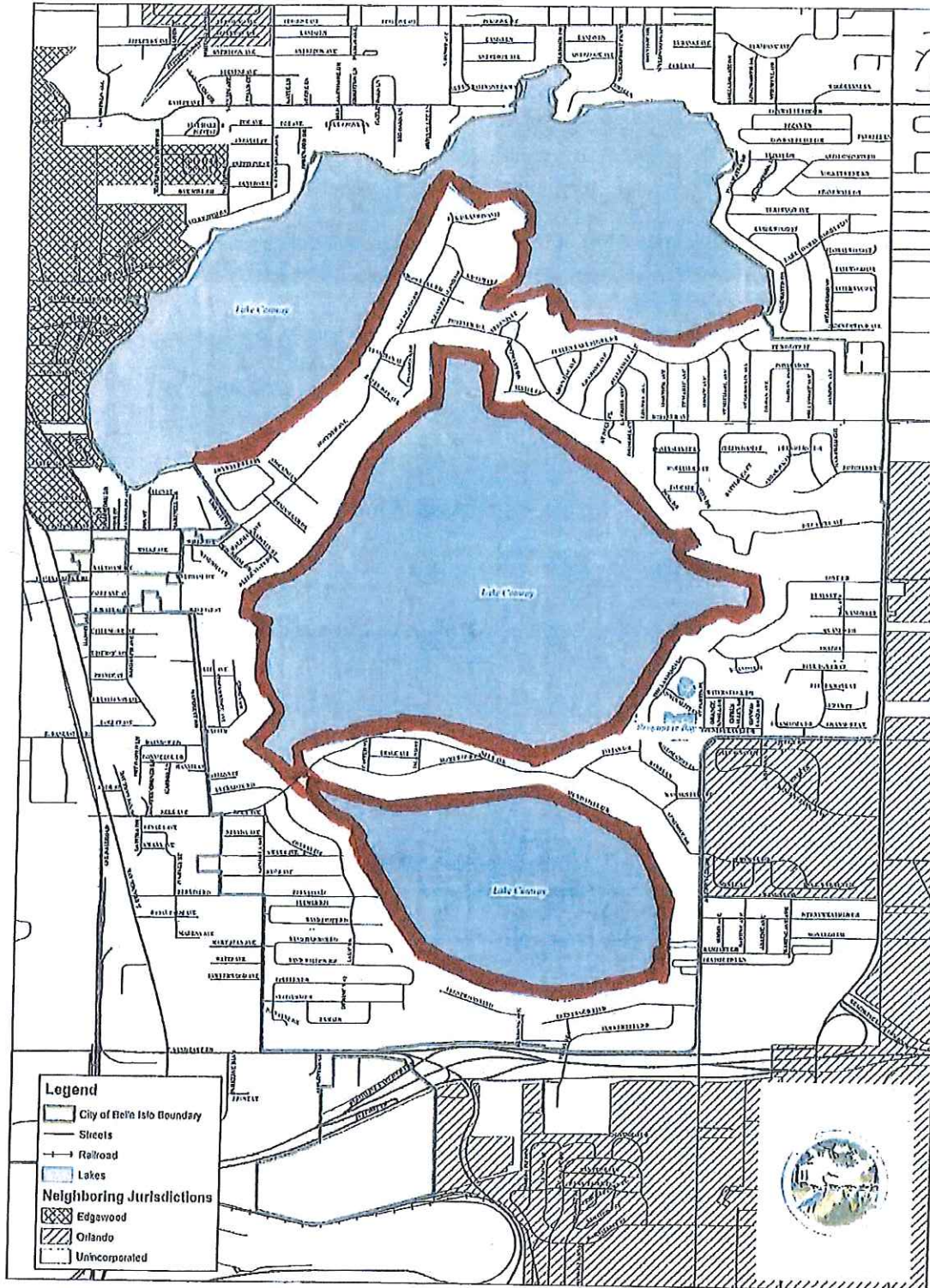
ADOPTED this ____ day of _____, 2018, by the City Council of the City of Debary, Florida.

**CITY COUNCIL
CITY OF BELLE ISLE, FLORIDA**

Lydia Pisano, Mayor

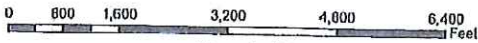
ATTEST:

Yolanda Quiceno, City Clerk



City of Belle Isle Base Map

Source: Orange County Property Appraiser and GIS
 Effective: January 2000



1 in = 1,496 ft



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 19th day of June, 2018 ("Effective Date") by and between the City of Belle Isle, a Florida municipal corporation ("City"), and the State of Florida, Fish and Wildlife Conservation Commission ("Commission"). The City and the Commission are herein sometimes referred to as the "Parties."

RECITALS

WHEREAS, the City previously requested that the Commission designate certain areas within the jurisdictional limits of the City as a bird sanctuary pursuant to Florida Administrative Code Rule 68A-19.002; and

WHEREAS, on or about January 22, 2018, the City's request was denied; and

WHEREAS, the City subsequently filed an administrative challenge against the Commission currently pending within the Florida Division of Administrative Hearings styled as *City of Belle Isle v. Florida Fish and Wildlife Conservation Commission*, DOAH Case No.: 18-1101, Commission Case No.: 18-0019 ("Administrative Proceeding"); and

WHEREAS, the Parties desire to amicably resolve the Administrative Proceeding for purposes of judicial economy and to avoid unnecessary additional expense.

NOW, THEREFORE, in consideration of the preceding recitals, the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

2. Designation of Restricted Hunting Area. In accordance with Chapter 68A-19, Florida Administrative Code, the Commission shall establish the following area within the City as a restricted hunting area:

- a. All uplands within the City's jurisdictional limits;
- b. An area extending from the mean high water line of Lake Conway along all upland shoreline within the City's jurisdictional limits to two hundred (200) feet into the waters of Lake Conway as delineated in red on the attached Exhibit "A"; and
- c. An area extending from the mean high water line of Little Lake Conway along all upland shoreline within the City's jurisdictional limits on the Lake's southern boundary to two hundred (200) feet into the waters of Little Lake Conway as delineated in red on the attached Exhibit "A."

3. Prohibition. Pursuant to Florida Administrative Code Rule 68A-19.006 (June 2018), no person shall take any wildlife in any restricted hunting area using a gun unless such taking is authorized by a permit issued by the Executive Director of the Commission or his/her designee. For purposes of the above designated restricted hunting area set forth in paragraph two (2), the prohibitions afforded pursuant to Chapter 68A-19.006 (June 2018) apply and extend to the taking of wildlife with a gun upon the tracts of land embraced therein, upon or within the bodies of water embraced therein, and within the airspace over and above such restricted hunting area. Additionally, such prohibition shall also apply to and prohibit the taking of wildlife with a gun within such designated restricted hunting area in circumstances where the wildlife target of the gun discharge is located, fully or partially, within such restricted hunting area even when the person discharging the gun is located outside the restricted hunting area.

4. Restriction on permits. The Commission agrees that no permits will be granted or issued that would allow the taking of wildlife with a gun within the restricted hunting area designated herein unless the City provides express written consent to the Commission for the issuance of such permit(s). The City's express written consent shall be necessary but not sufficient for issuance of such a permit; final authority for issuance of all such permits shall remain with the Executive Director of the Commission or his/her designee. Upon the Commission's receipt of any application or request for a permit for the taking of wildlife within the designated restricted hunting area set forth herein, the Commission shall provide reasonable notice to the City Manager of the same and provide a copy of the permit request to the City.

5. City Required Signage. The City shall erect signage bearing the words, "RESTRICTED HUNTING AREA on this lake extends to 200 feet from shore, Hunting by Special Permit Only" at all publicly accessible, non-residential boat ramps located on the borders highlighted in red on Exhibit "A." The signs shall be clearly visible from the boat ramp access points, but the signs shall not be erected within or upon the bodies of water. Such signs may be, but are not required to be, erected upon privately owned docks, boat ramps, wharfs, and/or piers. Given the circumstances regarding public safety and logistical concerns related to posting signs on or near the water, the Commission finds that these signage requirements of this provision shall be deemed consistent with Florida Administrative Code Rule 68A-19.002 (June 2018). Additionally, the City shall erect signage on the City's uplands included in the designated restricted hunting area in a manner consistent with Florida Administrative Code Rule 68A-19.002 (June 2018).

6. City Law Enforcement. The City of Belle Isle Police Department, including the Marine Patrol, shall assume responsibility for enforcement of the regulations of the Commission that apply to the restricted hunting area established in this Agreement. The City may enter into mutual aid agreements with other law enforcement agencies to enforce the restricted hunting area. Notwithstanding the preceding, the City's assumption of responsibility shall in no way preclude Commission law enforcement from also enforcing the regulations of the Commission within the designated restricted hunting area.

7. City Ordinance. The City shall have the right to repeal and replace its existing Ordinance 17-07 with an ordinance consistent with the provisions of this Agreement and providing for the City's enforcement of the restricted hunting area and providing for remedies and penalties

for violation of the same. After the execution of this Agreement by the City and the Assistant Executive Director on behalf of the Commission, and the City's adoption of an ordinance as contemplated in the foregoing sentence, the City shall immediately have the right to enforce the restricted hunting area.

8. No Admission of Wrongdoing. This Agreement is a compromise of disputed claims and shall not in any way be construed as an indication or admission by either party that it or its agents or employees have acted improperly with respect to the other party or any other person or entity.

9. Acknowledgement. The Parties have thoroughly read and reviewed the terms of this Agreement, acknowledge that it has been prepared after negotiations between the Parties, and agree that if any ambiguity is contained herein, then in resolving such ambiguity, no weight shall be accorded to or given in favor of or against either party on account of its drafting of this Agreement.

10. Entire Agreement. This Agreement embodies the complete and entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior negotiations, agreements, or understandings between the Parties.

11. Headings. The headings used in this Agreement are solely for the purpose of convenience and should not be construed to interpret the substance of this Agreement.

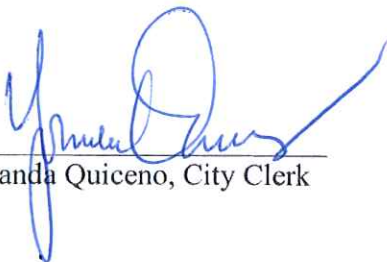
12. Execution. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same document. The effectiveness of this Agreement is contingent upon City of Belle Isle City Council's approval at a public meeting. The Assistant Executive Director of the Commission represents and warrants that he has the authority to enter into this Agreement on behalf of the Commission. Once this Agreement is executed by the City and the Assistant Executive Director on behalf of the Commission, the Commission's Executive Director or his designee will issue an establishment order creating the restricted hunting area as outlined in this agreement within sixty (60) days from the execution of this Agreement.

13. Joint Motion for Abeyance; Dismissal of Administrative Proceeding. Upon execution of this Agreement by the City and the Assistant Executive Director on behalf of the Commission, the City shall prepare and file a Joint Motion to Abate and Remove Hearing from Docket in a form acceptable to the Parties, which shall inform the presiding administrative judge of the potential resolution of this matter. Upon issuance of the establishment order required by paragraph 12 by the Commission Executive Director or his designee and the Commission providing a copy thereof to the City, the City shall promptly file a notice of voluntary dismissal of the Administrative Proceeding. Each party shall bear their own attorneys' fees and costs relating to the Administrative Proceeding.

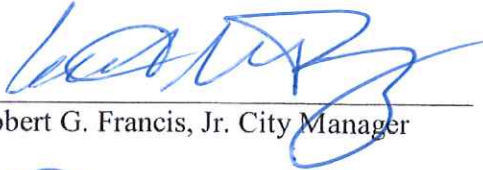
14. Choice of Laws; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. Any action to enforce the terms of this Agreement shall be filed in Leon County, Florida.

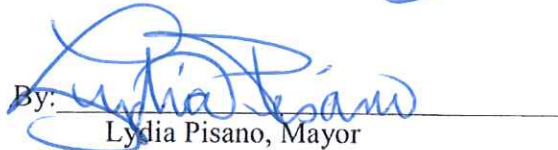
15. Modification. This Agreement shall not be modified or amended except if reduced to writing and executed by the Parties.

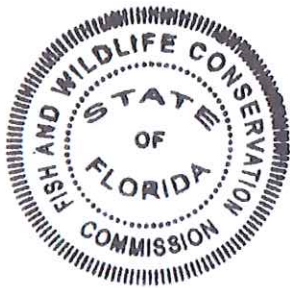
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ATTEST: 
Yolanda Quiceno, City Clerk


CITY OF BELLE ISLE

By: 
Robert G. Francis, Jr. City Manager

By: 
Lydia Pisano, Mayor

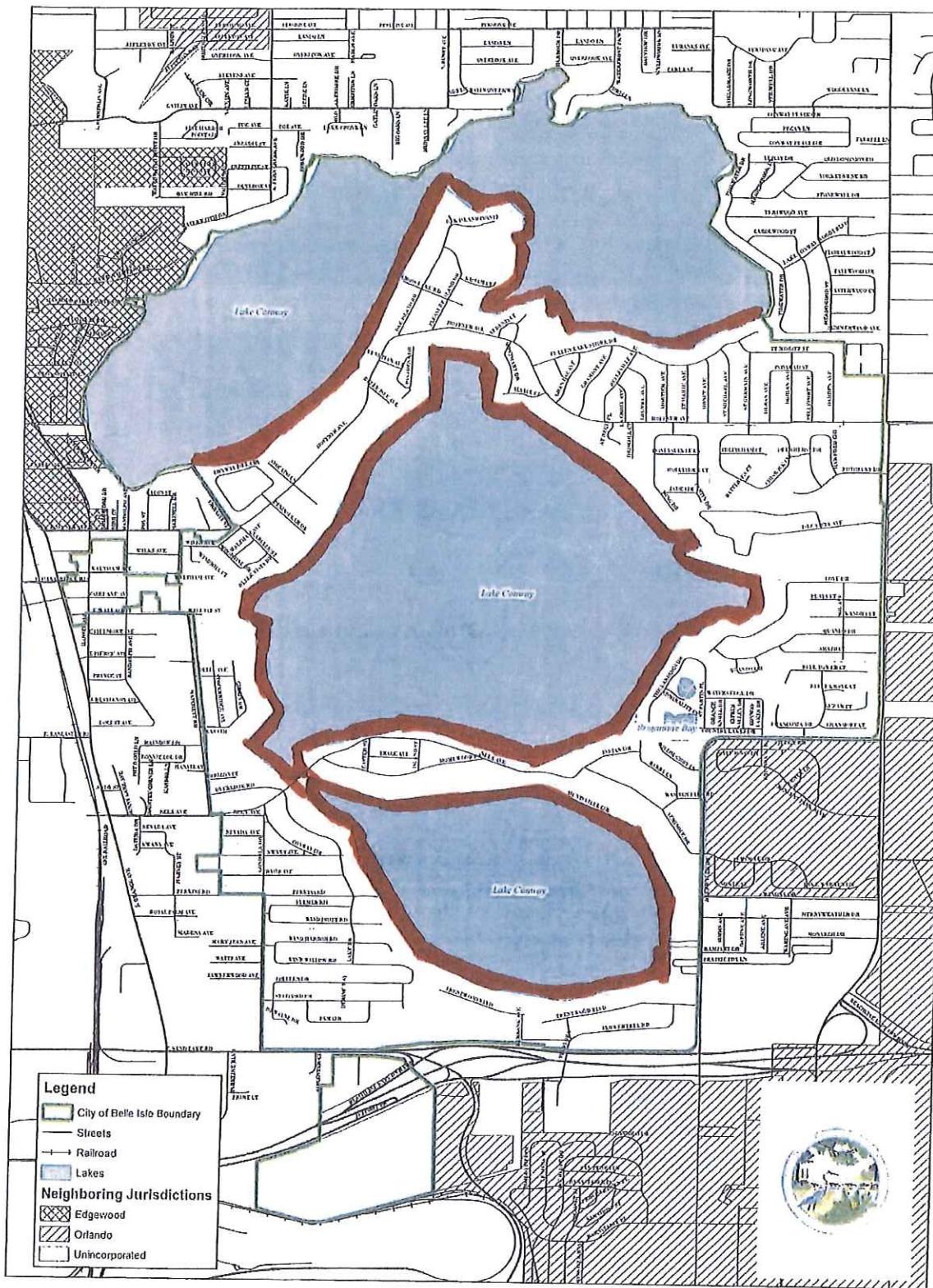


**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By: 
Thomas Eason, Assistant Executive
Director

Date: 6/14/18

ATTEST: 
Kristina Butler, Agency Clerk



City of Belle Isle Base Map

Source: Orange County Property Appraiser and GIS
Effective: January 2009

0 800 1,600 3,200 4,800 6,400 Feet

1 in = 1,496 ft





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

Meeting Date: July 3, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 18-09 – Extension of Franchise Agreement with Republic Services

Background: At the June 5, 2018 meeting the Council approved a one-year contract extension with Republic Services for solid waste and recycling. The Charter requires an ordinance be adopted to renew or extend the franchise.

Staff Recommendation: Read Ordinance 18-09 for the first time by title only.

Suggested Motion: I move that we read Ordinance 18-09 for the first time by title only.

Alternatives: None.

Fiscal Impact: \$40,000/month (charged to residents as non-ad valorem assessment of \$235)

Attachments: Ordinance 18-09

ORDINANCE NO. 18-09

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA RENEWING THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, RECYCLING, AND RELATED SERVICES BETWEEN THE CITY AND REPUBLIC SERVICES OF FLORIDA; PROVIDING FOR AUTHORIZATION TO CITY MANAGER AND CITY MANAGER'S DESIGNEE(S); PROVIDING FOR SEVERABILITY, CONFLICTS, NONCODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in 2013 the City adopted Ordinance 13-08 authorizing an exclusive franchise agreement between the City and Republic Services of Florida, a Limited Partnership (hereinafter the "Contractor") for solid waste collection, recycling, and related services; and

WHEREAS, the City and Contractor subsequently executed that certain Solid Waste Service Agreement dated September 25, 2013, a copy of which is attached hereto as **Exhibit "A"** (hereinafter the "Franchise Agreement"), which provides for a five-year term expiring on September 30, 2018 with five subsequent one-year renewals at the option of the City; and

WHEREAS, the City finds that it is in the interests of the public health, safety, and welfare to renew the Franchise Agreement for a period of one year; and

WHEREAS, this Ordinance is adopted in accordance with Section 3.12 of the City Charter, which requires an ordinance to "grant, renew, or extend a franchise."

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA:

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

SECTION 2: FRANCHISE RENEWAL. The Franchise Agreement shall be renewed for a period of one year beginning October 1, 2018 and ending September 30, 2019. The City Manager and the City Manager's designee(s) are authorized to take such actions as are necessary to effect such renewal of the Franchise Agreement.

SECTION 3. 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 shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 5. NONCODIFICATION. This Ordinance shall not be codified.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

FIRST READING: _____, 2018

SECOND READING: _____, 2018

ADOPTED this ____ day of _____, 2018, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL
CITY OF BELLE ISLE

Lydia Pisano, Mayor

ATTEST:

Yolanda Quiceno, City Clerk

Date

Exhibit "A"

SOLID WASTE SERVICE AGREEMENT

This Agreement made and entered into on this 29th day of Sept. 2013, by and between the City of Belle Isle, acting by and through its City Council (hereinafter referred to as "City"), and Republic Services of Florida, Limited Partnership d/b/a Republic Services of Orlando (hereinafter referred to as "Contractor"),

WITNESSETH

WHEREAS, City made a Request for Proposal, RFP #13-01, for solid waste collection and recycling services; and

WHEREAS, the Contractor submitted the lowest and best proposal in response to the City's Request for Proposal; and

WHEREAS, City enacted Ordinance No. 13-09 granting the Contractor an exclusive solid waste collection and recycling service franchise; and

WHEREAS, the Contractor desires to provide solid waste collection and recycling service for the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than October 1, 2013.

Section 2. TERM

The term of the Agreement shall be for a period of five (5) years, beginning October 1, 2013 and terminating September 30, 2018. This Agreement may be renewed for five (5) consecutive one (1) year periods at the option of the City and upon its notice of intent to renew at least 120 days prior to the end of the initial term or any renewal term.

The City reserves the right to terminate this Agreement, upon ninety (90) days' written notice to Contractor, if Contractor fails to perform in accordance with the terms of this Agreement and does not cure such failure to perform as provided in Section 12 more than twelve (12) times in any twelve (12) month period. In the event that the City terminates this Agreement pursuant to this paragraph, the City shall be liable only for amounts due for services provided by Contractor through the date of termination.

Section 3. DEFINITION OF TERMS

3.1 Biohazardous Waste. Shall mean any solid waste or liquid waste which is defined as biohazardous pursuant to Chapter 62-701, F.A.C.

3.2 Commercial Service. Shall herein refer to the service provided to business establishments, City owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.3 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.4 Construction, and Demolition Debris. Shall mean materials defined as such from time to time by the Department and Chapter 62-701, F.A.C.

3.5 Agreement. Shall mean this Solid Waste Service Agreement and its Attachment(s), the terms and conditions specified in the City of Belle Isle Request for Proposal, RFP #13-01, and Contractor's proposal in response to the RFP.

3.6 Contractor. Shall mean Republic Services of Florida Limited Partnership, a Delaware limited partnership d/b/a Republic Services of Orlando.

3.7 Department. Shall mean the Florida Department of Environmental Protection.

3.8 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the Disposal Site for disposal of the Refuse collected by the Contractor.

3.9 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water may serve a breeding place for mosquitoes and other insects.

3.10 Garbage Receptacle. Shall mean a garbage can owned and provided by a homeowner, not to exceed thirty-two (32) gallons in capacity or fifty (50) pounds in weight, or such other receptacle approved by the City and Contractor.

3.11 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. All yard trash must be tied and bundled, must not exceed 5 feet in length, and must not exceed fifty (50) pounds in weight.

3.12 Hazardous Waste. Shall mean any waste or material (even though it may be part of a delivered load of waste) which:

(a) Is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) Contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) Contains, a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Chapter 62-701, F.A.C. and regulations promulgated thereunder; or

(d) Contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.13 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.14 Landfill. Shall mean any solid waste, land disposal area for which a permit, other than a

general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.15 Mechanical Container. Shall mean and include, any detachable metal container designed, or intended, to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

3.17 City. Shall mean the City of Belle Isle.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Garden and Yard Trash, Hazardous Waste, Biohazardous Waste, Special Waste and Recycled Material are excluded.

3.20 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.21 Service Area. Shall mean the City.

3.22 Special Waste. Shall mean those wastes as defined in Chapter 62-701-200, F.A.C.

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances. All appliances must be freon- free prior to collection, and all gasoline-powered waste must be free of gasoline and oil prior to collection.

3.24 Disposal Site. Shall mean any licensed solid waste facility at which the Contractor disposes of the City's waste.

Section 4. GRANT OF RIGHT: GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide collection of Garbage, Household Trash, Commercial Trash and Garden and Yard Trash within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential Refuse collection service in the Service Area in accordance with the terms hereof and with the terms and conditions of the City of Belle Isle Request for Proposal, RFP #13-01 ("RFP"), which terms are incorporated herein by reference. In the event the terms and conditions of the RFP or Contractor's proposal conflict with the terms and conditions stated herein, the terms as stated herein shall prevail. In the event the terms and conditions of the RFP conflict with Contractor's proposal, Contractor's proposal shall prevail.

The Contractor shall have and is hereby granted the exclusive right to provide commercial refuse collection service, subject to the enactment of Ordinance 13-02. In furtherance of such grant, and subject to the enactment of Ordinance 13-02, and the City shall take any and all actions which may be necessary or desirable to enforce the provisions of said Ordinance and the grant of such exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein. Contractor shall be responsible for compliance with all laws, rules and regulations involving

employment or labor, including but not limited to hours of labor, working conditions, payment of wages and payment of taxes such as unemployment compensation, workers' compensation, social security and other payroll taxes, including applicable contributions from such persons when required by law.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that has not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a Disposal Site.

4.5 Equipment; Spillage; Personnel. In the event that Contractor's equipment breaks down or ceases to function properly while Contractor is providing services under this Agreement, or in the event that there is a loss of personnel or a spill/damage during operations within the City, Contractor shall respond within one (1) hour with sufficient manpower and equipment to provide the required service or remedy the damage.

4.6 Response Time. In the event of a missed pickup, if City notifies Contractor of such missed pickup prior to 3:00 P.M., the pickup will be made on the same day.

Section 5. RESIDENTIAL COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all Refuse from all residential single-family homes, Multiple Dwelling Units and mobile homes in the Service Area. Contractor shall not be obligated to collect and dispose of Hazardous Waste, White Goods, Biohazardous Waste and other Special Wastes.

5.2 Frequency of Collection. Contractor shall collect Garbage and Bulk Waste from places of residence within the Service Area twice per week on Tuesdays and Fridays unless authorized by the City to change collection days. Contractor shall collect recycling from places of residence within the Service Area once every week. Contractor shall collect Garden and Yard Trash from places of residence within the Service Area once per week on Mondays. Garden and Yard Trash must be tied and bundled.

5.3 Point of Pickup of Residential Refuse. Collection of residential Refuse shall be at curbside, with the exception of those homes designated by the City as back door or side door accounts due to health issues of the homeowners.

5.4 Recyclable Materials. Contractor shall transport Recyclable Materials to a licensed facility and shall undertake reasonable efforts to ensure that such Recyclable Materials are used for beneficial reuse; however, Contractor may dispose of rejects and residue, and any Recyclable Materials which by virtue of contamination or otherwise are not suitable for re-use, and Contractor shall be entitled to make such determinations at its sole discretion.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected any day except Sundays, at any time after 7:00 AM and before 7:00 PM, unless otherwise authorized by the City. Refuse shall be collected not less than once per week and at a greater frequency if required to protect the public health. Collection service for customers using containers emptied by mechanical means, will be available up to seven (7) times per week, and the frequency of service will be as mutually agreed upon by the customer and Contractor. Should Contractor find that the customer's container is frequently or regularly overfilled or that waste overflow exists, Contractor will notify the customer and the City that additional service is needed. In the event that the customer refuses to agree to additional service, the City shall determine the level of service. Contractor shall notify the City of violations of the minimum service level and the City

shall enforce such minimum service level requirements.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Contractor's obligation to collect and dispose of Commercial Refuse shall not include any obligation to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Construction and Demolition Debris, Garden and Yard Trash, and White Goods.

6.6 Franchise Fee. Contractor shall pay to City, on a quarterly basis, a franchise fee of fifteen percent (15%) of all amounts paid by customers to Contractor for Contractor's collection of Commercial Trash.

6.7 Most Favored Nation. If after the date of this Agreement the Contractor enters into a new franchise agreement with any municipality within Orange County, Florida that requires the Contractor to provide similar services and service levels as those provided to the City (the "Comparison Municipality"), and under such new franchise agreement the Contractor charges lower collection and disposal rates or pays a higher franchise fee percentage to the Comparison Municipality, then the Contractor shall adjust the rates charged to or franchise fee percentage paid to the City to match the rates or franchise fee percentage of the Comparison Municipality.

Section 7. SCHEDULES AND ROUTES

7.1 Schedules. Contractor shall provide City with schedules for all residential collection routes. There shall be no commercial or residential garbage collection on Saturday or Sunday without the approval of the City. Contractor shall not begin residential collection before 7:00 AM and shall make its best efforts to complete the collection by 4:00 PM. City recognizes that on some occasions (after Holidays, extremely heavy volume yard waste days, and or equipment breakdowns) the contractor may go beyond 4:00 PM but must complete the collection route or otherwise provide good cause to the City why the routes cannot be completed. In the event that routes cannot be completed on the scheduled day, the Contractor shall complete the collection on the next day.

7.2 Holidays. Contractor will not provide service on the following holidays: Memorial Day, Independence Day, Labor Day, New Years Day, Thanksgiving Day and Christmas Day. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse and Recyclable Materials on the next regularly scheduled collection day for the subject route.

Section 8. SPECIAL WASTE COLLECTION

Contractor may offer Special Waste, including White Goods, collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste or White Goods.

Section 9. CONTRACTOR'S OFFICE

Contractor shall provide, at its expense, a suitable office located in the vicinity of the Service Area with local telephone service where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after the termination or expiration of this Agreement and City shall be provided a copy of Contractor's records regarding the receipt and handling of complaints on

a quarterly basis.

Section 10. PAYMENT AND BILLING

10.1 (a) Residential Billing. Contractor shall invoice the City for services to be provided during the month and City shall pay Contractor within thirty (30) days of receipt of such invoice. The rates for such service shall be initially as set forth in Attachment A. City shall remit payment to the Contractor for those services within thirty (30) days of receipt of invoice from Contractor.

10.1 (b) Commercial Billing. Commercial billing shall be the responsibility of Contractor. Contractor shall invoice the customer at the rates set forth in Attachment A for the frequency of service agreed upon between the commercial customer and Contractor at the beginning of each month and Contractor shall collect payment directly from the commercial customer.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted annually to reflect changes in the consumer price index for all urban consumer items as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). Commencing October 1, 2014, and thereafter annually, on the anniversary date of this Agreement, both residential and commercial collection rates shall be adjusted to reflect changes in CPI for the preceding calendar year. Any increases in rates shall be capped annually at the amount of the increase in the CPI or three percent (3%), whichever is lower; such cap shall be calculated separately for residential and commercial rates.

(b) Changes in Disposal Costs. The parties acknowledge that the current Disposal Cost is \$33.60 per ton. However, it is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of waste collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates shall be increased or decreased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost shall be cause for a like dollar decrease in the collection rates. The adjustments to the per unit rates shall include a landfill disposal portion based on each resident generating 1.6 tons of Refuse per year. The density of commercial dumpster service shall be 120 lbs. per cubic yard.

(c) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to Section 10.4(c).

(d) Change in Disposal Site. Should the City designate a disposal site other than the Orange County Landfill, Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide City with supporting documentation for such adjustment and City shall respond to such claim within thirty (30) days of receipt of the documentation.

(e) Fuel Adjustment. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward monthly to reflect changes in fuel cost, and such adjustment shall be determined by referencing the peak weekly-published price per gallon from the United States Department of Energy Retail Rate

(\$/Gallon) identified in the "Total U.S. Average Retail Rate On Highway Diesel Prices" taken from the Energy Information Administration website (www.eia.doe.gov).

Section 11. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation duly organized, and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party may, at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation of said insurance shall not be effected without thirty (30) days prior written notice to City. In the event of a cancellation of any insurance, Contractor shall replace, reinstate or otherwise procure insurance for the minimum limits as provided by this Agreement, to be effective no later than the effective date of said cancellation. Contractor shall require each of its subcontractors, if any are used, to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at its own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$100,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at its own expense, Comprehensive General Liability and shall have City as additional

insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of One Million Dollars per person/Two Million Dollars per occurrence combined for bodily injury liability and property damage liability.

Premises, and/or operations. Independent contractors.
Products and/or completed operations.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at its own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 bodily injury/\$500,000 property per occurrence.

Owned vehicles.
Hired and non-owned vehicles. Employer's non-ownership.


14.5 Contractor shall supply a performance bond in an amount not less than three (3) months of the accrued contract price, to insure a faithful performance and delivery of service.

Section 15. BOOKS AND RECORDS

The City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. The City shall maintain such records in a confidential manner to the extent permitted by law. The City shall have the right to have an annual audit, at the City's sole cost and expense, of Contractor's commercial services rendered under this Agreement performed by a Florida Certified Public Accountant of its choice, such audit may include a visual inspection of the services actually provided to each commercial customer. In the event the annual audit determines that Contractor was deficient in the payment of the previous four (4) quarterly franchise fees, the City shall notify Contractor of the deficiency and Contractor shall be liable for payment of such deficiency.

Section 16. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

City of Belle Isle
1600 Nela Avenue
~~P.O. Box 593135~~ 
Orlando, FL 32809

Republic Services of Orlando
11255 Rocket Boulevard
Orlando, FL 32824

Section 17. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City of Belle Isle and its employees, officers, attorneys, agents and contractors from and against all claims, losses, damages, personal injuries), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post-judgment, and appellate proceedings) directly arising from the Contractor's negligence or willful misconduct during its operations in the City of Belle Isle; except that Contractor shall have no duty to indemnify for the negligence or willful misconduct of the City or its employees, officers, attorneys, agents and contractors.

Section 18. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. COMMUNITY CLEANUP

The City may, from time to time, require special event or community cleanup services, not to exceed four (4) times per year. Contractor shall provide such services, within reason, which shall include personnel, equipment and disposal of materials at no charge to the City. Compensation to Contractor for additional services may be negotiated between Contractor and the City at any time during the term of this Agreement.

Section 20. CITY BUILDINGS OR PARKS

Contractor shall provide collection service to the following City facilities at no cost to the City: City Hall, the Police Department, Cornerstone Charter School, and the Maintenance Facility.

Section 21. COMPLAINTS

Contractor shall use its reasonable best efforts to resolve complaints on the same day as received, before 5:00 PM from the City or customer. Should a legitimate complaint go unresolved for forty-eight (48) hours after notification, Contractor shall pay to the City an administrative penalty of \$50.00 per day for each day that such complaint remains unresolved.

Section 22. HOUSE COUNT

Contractor shall cooperate with the City in the City's efforts to conduct annual house counts on Contractor's routes. Such counts shall be done in August or September of each year. Contractor shall allow a City employee to accompany Contractor to perform such counts, or the City and Contractor may agree upon another method to ensure correctness.

SECTION 23. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In any dispute between the parties relating to this Agreement, exclusive jurisdiction shall be in the trial courts of Orange County, Florida.

SECTION 24. AMENDMENT

This Agreement may be modified or amended only by a written Agreement duly executed by the parties.

SECTION 25. ATTORNEYS' FEES

In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs for appeal.

SECTION 26. SUCCESSORS, ASSIGNS, AND CHANGES IN OWNERSHIP

This Agreement shall be binding upon the parties, their successors and assigns. Neither this Agreement nor any portion thereof shall be assigned except with the prior written consent of the City Council, which may be withheld for any reason. Any such consent will not be construed as making the City a party of or to such transfer or assignment of this Agreement. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Agreement.

SECTION 27. FORCE MAJEURE

If either the City or Contractor is prevented from performing its duties under this Agreement by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term Force Majeure does not include, and a party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder; and no Force Majeure condition shall excuse the City from its obligation to make prompt payment of monies due and owing to Contractor.

SECTION 28. ENTIRETY

This Agreement and any exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:

By: [Signature]
Title: City Clerk 9/25/13

City of Belle Isle

By: [Signature] 9/25/13
Title: City Manager

ATTEST:

By: [Signature]
Title: Admin. Asst.

Republic Services of Florida GP, Inc.,
the General Partner of Republic Services
of Florida, Limited Partnership dba
Republic Services of Orlando

By: [Signature]
Title: Vice President

ATTACHMENT A

Monthly Unit Collection Rate	Residential Collection Services
\$12.07 per month per unit without disposal	\$ 15.40 per month per unit with disposal

Commercial Collection Services
Proposal rates for Commercial Solid Waste Service.
Hand load rate to include monthly hauling and disposal fees:

SIZE OF CONTAINER							
Pick ups per Week	64 gal.	90 gal.	2 cu. yd.	3 cu. yd.	4 cu.yd.	6 cu.yd.	8 cu.yd.
1x	\$ 18.12	\$ 18.12	\$ 66.91	\$ NA	\$ 117.26	\$ 170.97	\$ 216.40
2x	\$ 36.24	\$ 36.24	\$ 117.26	\$ NA	\$ 224.64	\$ 320.47	\$ 416.31
3x	\$ 54.35	\$ 54.35	\$ 169.31	\$ NA	\$ 328.73	\$ 501.20	\$ 647.73
4x	\$ 72.47	\$ 72.47	\$ 223.01	\$ NA	\$ 431.84	\$ 647.73	\$ 863.62
5x	\$ 90.59	\$ 90.59	\$ 269.88	\$ NA	\$ 539.77	\$ 809.47	\$ 1079.55
6x	\$ NA	\$ NA	\$ 323.84	\$ NA	\$ 647.73	\$ 971.59	\$ 1295.45
7x	\$ NA	\$ NA	\$ 377.84	\$ NA	\$ 734.48	\$ 1133.55	\$ 1511.38

Commercial Roll-Off Rates:

Container Size	Haul Rate	Container Rate	Disposal Charge
10 yd.	\$128.00	\$2.00 per day	\$33.60 per ton
20 yd.	\$131.00	\$2.00 per day	\$33.60 per ton
30 yd.	\$134.00	\$2.00 per day	\$33.60 per ton



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:		
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):	
E-MAIL ADDRESS:certificateteam@ccmsi.com			
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: OLD REPUBLIC INSURANCE COMPANY		24147
	INSURER B: ILLINOIS UNION INSURANCE COMPANY		27960
	INSURER C: NATIONAL FIRE & MARINE INSURANCE COMPANY		20079
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 375170** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 3778 - Named Insured Includes: Republic Services of Florida, Limited Partnership - Db: Republic Services of Orlando - Rocket Boulevard TS

CERTIFICATE HOLDER

CITY OF BELLE ISLE, FLORIDA
1900 NELA AVENUE
ORLANDO, FL 32809
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.



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

Meeting Date: July 3, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: School Resource Officer (SRO) Agreement with Cornerstone Charter Academy (CCA)

Background: The City Council approved a contract last year with CCA to fund the School Resource Officer. This year, the SRO will be full-time at CCA due to the "Marjory Stoneman Douglas High School Safety Act" that requires an SRO be on campus during all school days. The CCA board approved the funding in their 2018-19 budget.

Staff Recommendation: Approve the SRO Agreement with CCA

Suggested Motion: I move that we approve the School Resource Officer Agreement with Cornerstone Charter Academy.

Alternatives: None

Fiscal Impact: \$63,795 to CCA for the cost of the officer

Attachments: SRO Agreement

**SCHOOL RESOURCE OFFICER AGREEMENT
(CHARTER SCHOOL)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2018, by and between:

THE CITY OF BELLE ISLE, FLORIDA
a Florida municipal corporation
for The City of Belle Isle Police Department
1600 Nela Ave.
Belle Isle, FL 32809
(hereinafter "City")

and

CITY OF BELLE ISLE CHARTER SCHOOLS, INC.
a Florida not-for-profit corporation
for Cornerstone Charter Academy
5903 Randolph Avenue
Belle Isle, FL 32809
(hereinafter "Academy")

WHEREAS, the City has established a School Resource Officer Program (hereinafter referred to as the "SRO Program") pursuant to applicable Florida law; and

WHEREAS, the Academy desires that the City provide a law enforcement officer to serve as its School Resource Officer (hereinafter "SRO") at the Academy and the City is willing to assign a law enforcement officer to serve as an SRO under the terms and conditions set forth herein; and

WHEREAS, the City and the Academy agree that the SRO Program is a great benefit to the school administration, the student body and the community as a whole, and desire to enter into this School Resource Officer Agreement (hereinafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and the Academy understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law, including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated by either party in accordance with Section 3.04 of this Agreement (hereinafter referred to as the "Term").

2.02 **Assignment of School Resource Officer.** The City, or its designee, shall assign one law enforcement officer to serve as an SRO at the Academy at the following school locations: Cornerstone Charter Academy K-8 and Cornerstone Charter Academy High School, located at 5903 Randolph Avenue, Belle Isle, FL 32809. The Chief of Police shall be considered a designee of the City for all purposes described herein. If the Academy has concerns with the SRO's work performance, Academy may request a meeting to attempt to resolve any concerns, which meeting shall occur within 5 business days of Academy's request. If the issues cannot be resolved, Academy may request another officer be assigned to Academy. The City, or its designee may change the law enforcement officer assigned to participate as an SRO at any time during the Term of this Agreement, and shall have sole discretion and authority to hire, discharge, and discipline the SRO. Unless precluded by law enforcement requirements or emergency circumstances, the City shall at all times maintain the SRO on duty during those regular school hours during which students are required to be in attendance, and shall attend any required SRO training programs conducted by the City. The City shall assign a replacement law enforcement officer, on a temporary basis, in the event of an absence of the assigned SRO for 6 or more consecutive days.

2.03 **Employment of School Resource Officer.** The law enforcement officer assigned as an SRO under this Agreement shall be an employee of the City, and shall be subject to the administration, supervision, and control of the City. The City shall at all times be responsible for all aspects of the employment, control and direction of the SRO. Nothing herein is intended to create an employment or agency relationship between the Academy and any law enforcement officer assigned by the City to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SRO shall be the sole responsibility of the City. The Academy will compensate the SRO for working after school or off-duty events at the current rate established by the City. The Parties agree that the City, or its designee, and the Academy, or its designee, will jointly participate in an annual pre-planning meeting prior to the commencement of the academic year to address operational needs, issues and/or concerns.

2.04 **Qualifications of the SRO.** All SROs shall meet or exceed the following qualifications:

- A. Minimum of two years' experience as a State of Florida certified law enforcement officer.
- B. SROs will receive formal training (to include SRO Basic Certification Training) within 12 months of being assigned to the SRO program.
- C. These requirements may be modified by mutual agreement of the City and Academy.

2.05 **Applicable Policies and Standards.** The City shall ensure that the exercise of law enforcement powers by the SRO shall be in compliance with the authority granted by applicable law. The law enforcement officer assigned to the SRO Program shall perform his/ her duties as an SRO in accordance with the Florida Association of School Resource Officer Training Standards and with applicable Florida law.

2.06 Duties of School Resource Officer. The SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Academy which do not involve criminal acts, and shall not be used as a witness to any disciplinary procedures or actions at the Academy, excepting however, that SRO may be involved in disciplinary procedures or actions arising from those matters and/or incidents within the scope of SRO's duties. The SRO shall at all times act within the scope of authority granted to the SRO by applicable law. The SRO work year will follow the schedule established by the Academy for its teachers and in accordance with the Academy's academic calendar (approximately 10 months). In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and shall also notify the Academy. The SRO shall perform duties including, without limitation, the following:

- a. the performance of law enforcement functions within the school setting;
- b. to serve as liaison between the Academy (including Administration, Staff, parents and students) and the City;
- c. to be visible on the Academy's campus, serve as a role model and mentor for students, participate in campus activities, student organizations, and athletic events when possible;
- d. to routinely monitor the Academy's campus and facilities to ensure a safe environment;
- e. to report and investigate crimes originating on Academy's campus. When indicated, the SRO will investigate criminal incidents involving Academy (including Administration, Staff, parents, and students) which occurred off-campus and in the SROs jurisdiction;
- f. the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services. The SRO shall be a resource for staff, parents, and students dealing with individual problems or questions. The SRO shall be familiar with community resources and agencies including but not limited to: mental health, counseling, drug treatment, crisis management, etc., and shall make referrals as necessary;
- g. the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- h. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- i. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- j. the presentation of a variety of topics, including, but not limited to: educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens, to students, teacher conferences, parent groups and other groups, as requested. The SRO will formulate educational crime prevention programs to reduce opportunity for crime against persons or property in the Academy. The SRO will seek permission, guidance, and advice from the Academy prior to enacting any new programs within the Academy;
- k. to perform traffic control duties before and after school;
- l. to share appropriate information with Academy administrators which presents a danger to the Academy (school, students, and/or staff). The SRO shall review the Academy Emergency Plan on an annual basis and will provide feedback to Academy administrators regarding any potential deficiencies or any potential improvements, and will advise Academy on Police Department emergency planning. SRO and Academy

- administrators will work collaboratively to develop plans and strategies to prevent and/or minimize any potential dangers; and
- m. SRO shall notify Academy administrators and shall attempt to notify a parent prior to interviewing a student regarding a criminal investigation or allegation.

2.07 Student Instruction. The City shall at all times maintain control over the content of any educational programs and instructional materials provided at the Academy by the SRO through the SRO Program. The SRO will provide instructional activities to the students at the Academy in areas of instruction within the SRO's experience, education and training. The SRO will formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school. The SRO will seek permission, guidance, and advice prior to enacting any new programs within the school.

2.08 Academy Contact Person(s). The Principal at the Academy shall be the on-site contact person for the SRO assigned to the Academy. In addition, this Section confirms that the City has designated the Chief of Police to serve as the City's contact person for the SRO Program.

2.09 Payment for SRO Program Services. The Academy shall pay to the City the sum of \$67,112 per school year (August through June) for the SRO assigned by the City under the Term of this Agreement, as further set forth on Exhibit A, attached hereto and incorporated herein by reference. The City shall invoice the Academy in 10 equal monthly installments for SRO services rendered under this Agreement, and invoices shall be delivered to the Academy on a monthly basis. Upon certification by the Academy's Principal that the services rendered were satisfactory, payment for SRO services shall be made by the Academy within 30 days of receipt of the invoice for such services.

2.10 Indemnification.

Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against, and shall reimburse the indemnified Party for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement. Nothing contained herein shall be deemed a waiver by the City or Academy of its immunities provided by law, including those immunities set forth in Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Academy.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any contract.

3.03 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination. This Agreement may be canceled with or without cause by either party during the Term hereof upon 30 days written notice to the other party of its desire to terminate this Agreement. Payment, in accordance with paragraph 2.09, shall be prorated, and shall be made in full, up to and including the day of termination.

3.05 Records. Academy acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Academy agrees to maintain public records in Academy's possession or control in connection with Academy's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Academy shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Academy, whether finished or unfinished, shall become the property of City and shall be delivered by Academy to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Academy shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Academy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Academy shall be withheld until all documents are received as provided herein. Academy's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

3.09 Compliance With Laws. Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and venue and jurisdiction shall lie in the courts of Orange County, Florida.

3.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Academy.

3.13 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement, if such performance is prevented by a hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other, labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 Place of Performance. All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Orange County, Florida and shall be payable and performable in Orange County, Florida.

3.15 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City:
Robert G. Francis
City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Academy:
City of Belle Isle Charter Schools, Inc.
6340 Sunset Drive
Miami, FL 33143
ATTN: Governing Board Chair

3.17 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[SIGNATURES APPEAR BELOW]

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the above date.

CITY OF BELLE ISLE, FLORIDA

By: _____
Lydia Pisano
Mayor

ATTEST:

City Clerk

ACADEMY

By: _____
for City of Belle Isle Charter Schools, Inc.
Name:
Title:
Date:

ATTEST:

Name:
Title:

Exhibit A

The following annual costs associated with the School Resources Officer Program are:

Salary:	\$46,012
Benefits:	\$21,100
Operating Costs:	\$ 2,500
Training:	\$ 1,000
Vehicle:	\$ 6,250 (based on vehicle rotation every 4 years @ \$30,000 @ 0.833)
Total Annual Cost:	\$76,862 x .83 for 10-month services

Total for SRO Services for 2018/2019 School Year \$63,795

Salary: Five days per week at CCA

Benefits: Retirement, Insurances (health, dental, vision, life, disability), FICA, Medicare Workers Comp

Operating Costs: Uniforms, radio, weapon, auto maintenance, gas, consumable supplies

Training: Specialized training for SRO

Vehicle: Officer Vehicle

Prior to July 1 of each year of this Agreement, the Police Department will send a proposed budget for the SRO Program to the CCA for review. Should there be disagreement between the parties on the funding for the next budget year, the parties will meet to discuss the costs of the program for the next fiscal year.



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

Meeting Date: July 3, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Policy for Reimbursement of Attorney Fees for Individual Elected Officials

Background: When the City was notified that there was an investigation being started on Sunshine Law violations by elected officials, individual Councilmembers were advised to seek their own attorneys because the City Attorney could not represent individual Councilmembers.

The City has no formal policy on reimbursement of attorney fees for individual elected officials. There is state law under which a public official is entitled to recover private attorneys' fees from the governmental entity for successfully defending a Florida Public Records Act suit. According to FS 286.011(7): *Whenever any member of any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision is charged with a violation of this section and is subsequently acquitted, the board or commission is authorized to reimburse said member for any portion of his or her reasonable attorney's fees.*

There are local governments that do provide reimbursement for elected and appointed officials for reasonable attorney fees and court costs necessarily incurred in the defense of a charge unless the officer or employee is found guilty of substantially the same misconduct that formed the basis for the charge.

In most cases, the public official should, in writing to the governing board, request the local government provide for the legal defense in any civil litigation, claim, proceeding, or action when it's in the scope of their duties. Reimbursement of costs usually ceases upon either the conclusion of the litigation or there is the likelihood the public official was, or will be, found guilty or personally liable.

Staff Recommendation: Determine if the Council wants to provide reimbursement and if so, develop a policy for such.

Suggested Motion: None needed at this time unless to develop the policy.

Alternatives: Do not have a policy developed.

Fiscal Impact: Determined on a case-by-case basis

Attachments: None at this time

**Belle Isle Issues Log
7/3/2018**

<u>Issue</u>	<u>Description</u>	<u>Start Date</u>	<u>POC</u>	<u>Expected Completion Date</u>	<u>Completed Action</u>	<u>Next steps</u>
Cornerstone Charter Academy Stormwater Discharge issue	In November, Orange County made City aware of turbidity issue with storm water discharge from CCA Property to OC Storm pipe. OC may fine City is not corrected.	1/11/2016	CM/CE	Open	Water sampling revealed that there are high levels of nitrogen causing algae blooms. OCEPD reviewing fertilizer put on the field. Harris Engineering to use GPR to find any unrecorded pipes. City will divert water from drainage ditch to Wallace Field.	Need to purchase materials and build system. On hold until the City and EDP meet to discuss further.
Gene Polk Park (Delia Beach)	Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem.	4/3/2017	CM/CE	9/30/2019	CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.	Another change to contract documents, so approval is delayed to determine FEMA Funds approval.
Street Paving	Council approved project for paving several streets in the City. Middlesex Paving is the contractor	8/12/2017	PW/CM	9/30/2017 Completed for 2017	CM to consider change in the Scope of the Project to look at curb replacement.	CM seeking quotes for curbing and paving around City Hall area.
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, McCawley Ct., Swann Beach, 3101 Trentwood.	4/3/2017	PW/ENG	8/31/2018	Construction plans being developed for St. Partens, Wind Drift, Nela Ave for next budget year. LCS Project to begin June 18.	LCS Project: Curb inlets installed at lake lot.
Traffic Studies	Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.	4/3/2017	CM/Eng.	12/31/2018	Trentwood issues completed except for repair of chicane. Focus is on Transportation Master Plan (TMP).	Community Meeting on TMP held on June 21, 2018. 20 residents attended. Community Survey was put on line. Next step to define smaller stakeholder group
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	G'Werks to do fountain. Centerpiece is here. Should see demo of roundabout soon after Perkins Ramp is complete.	Meeting with Contractor next week to discuss traffic plan and construction schedule.
Standardize Park Signage	Council held a workshop on June 14 to discuss park issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.	6/14/2017	CM	9/30/2018	New signs will be made and replace the current signs for parks. Meeting with sign maker on August 1st. New signs in for design	Next year budget item

**Belle Isle Issues Log
7/3/2018**

Wallace/Matchett Area	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	9/30/2018	Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration.	Next step is for Council to determine what else (if anything) should be done to Wallace Field (example: community gardens). Possible workshop or community survey for direction.
Perkins Boat Ramps	Council discussed issues at June 14 meeting for Perkins ramp . Rules need to be put in place according to Ordinance 18-20. Perkins also needs to be upgrade with new fencing, ramp construction and road and dock construction. New drainage also needs to be installed. Council allocated \$38,.000 to drainage.	4/3/2017	CM	7/3/2018 Completed	Closure level agreed upon. New sign is installed. Process completed on other issues (drainage, fill in the void at end of the ramp, wheel stops on ramp, parking lot). New fence at Perkins Ramp. Dock is completed. Gauge and ramp markers are in place. Void at end of ramp still there due to power loading and wheel blocks are in place. Driveway improvements done.	Consider Perkins Ramp improvements completed with the exception of the void from power loading.
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	8/31/2018	Staff is identifying possible parcels for purchase or other means of acquiring property. Working on purchase of Cross Lake. Waiting on appraisal.	Getting quotes to do a Phase 1 Environmental Site Assessment.
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	Ongoing	Capital Facility Plan complete. HVAC equipment to be here in July. 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.	Now that CFP is developed, then a joint agreement needs to be developed outlining which entity is responsible for maintenance costs. Oral Report on June 27 CCA Board Meeting to be given a Council Meeting.
Short Term Rental	Council discussed short term rentals and directed staff prepare paper for April 17 Meeting	3/20/2018	CM	8/31/2018	Staff is preparing information on short term rentals. Council held workshop on June 29 to discuss issues.	TBD based on Workshop discussions

**Belle Isle Issues Log
7/3/2018**

Strategic Plan	The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan.	4/3/2017	Council/CM	Ongoing	Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan.	Need guidance from council on when they want to do planning.
Bird Sanctuary Designation	The City has an ordinance designating Belle Isle as a Bird Sanctuary; however it is not recognized by the state (FWC). In speaking with the FWC Regional Director, the city has not applied for the designation IAW Florida Statutes. The Council would like to have BI recognized as a bird sanctuary hoping that it will protect many of the birds that call Lake Conway home.	4/3/2017	CM	12/31/2017 Completed 7/3/2018	Application completed per Florida Statutes and sent to FWC for consideration at FWC January Meeting. New ordinance adopted IAW FWC guidelines and FAL 68a-19.002	Agenda item for new ordinance, but this issue is considered closed.
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	Ongoing	Meet with consultant to determine what was done and what is left to do.	In progress
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. In March, the consultant told the Council that the plan is up to date and no changes are necessary. CM believes that changes are needed. They could be made anytime.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Comp Plan review started by CM
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	12/31/2017	Council to determine the priority to annex especially with the establishment of the Pine Castle Urban Center on S. Orange Ave. Workshop held on 1/11/18. Workshop held on 1/11/18.	Report is being scheduled for August Meeting

**Belle Isle Issues Log
7/3/2018**

Sustainability	Council discussed sustainability and energy initiatives.	4/3/2017	CM	12/31/2107	Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)	Duke installed LED lights. Looking into feasibility of getting solar for BIPD
Tree Issues	There have been several issues regarding trees, tree care, and concerns on landscaping requirements to save trees. The City recently created a Tree Advisory Board that will review the standards of tree care	11/21/2017	CM Tree Board	3/31/2018	Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection. Arbor Day held.	Tree ordinance back to Tree Board for further changes. Tree City application approved at State Level. City received 11 free fruit trees for planting at Wallace field
Parking	Council directed review and possible changes to parking ordinance. Focus on parking on grass and in front yards	6/19/2018	CM Code Enf	9/30/2018	Staff to review parking ordinances and BIMC.	Duke installed LED lights. Looking into feasibility of getting solar for BIPD