



## CITY OF BELLE ISLE, FL

### CITY COUNCIL MEETING - UPDATED

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL

Held the 1st and 3rd Tuesday of Every Month

Tuesday, March 21, 2023 \* 6:30 PM

### AGENDA

#### City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor – Jim Partin, District 7

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or website at [www.belleislefl.gov](http://www.belleislefl.gov). If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Lowell, District 5
3. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
  - a. Approval of the City Council Meeting Minutes - February 21, 2023
  - b. Approval of the City Council Meeting Minutes - March 7, 2023
  - c. Proclamation - 25th Anniversary of Water Conservation Month in Florida
  - d. Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending 09/30/2021
  - e. Monthly Reports
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, 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 answered within a reasonable period following the meeting date.
5. **Unfinished Business**
  - a. Approval of a Contract with Colin Baeziger and Associates for City Manager Search
  - b. Approval of Employment Contracts with the Police Chief and City Clerk
  - c. Discuss Criteria for RV Parking
  - d. Discuss Change to the Municipal Code for Fences
6. **New Business**
  - a. Discussion Regarding Payroll and Payable Approval
  - b. Appointment of Orange County Tourist Development Tax (TDT) Advisory Board
  - c. Appointment of Phil Price to MetroPlan Orlando TSMO Committee
  - d. Approval of Surplus Miscellaneous Office Equipment
  - e. Review/Approve RFP for Staffing Study
  - f. Legal Update - PRM Membership Regarding Florida Legislation Concerning Increasing Sovereign Immunity Cap Limits
7. **Attorney's Report**
8. **City Manager's Report**
  - a. Chief's Report
  - b. Public Work Director's Report
9. **Mayor's Report**
10. **Items from Council**
11. **Adjournment**

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"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 1



# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, February 21, 2023, \* 6:30 pm  
**MINUTES**

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 4 Commissioner – Randy Holihan

### 1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and City Clerk Quiceno confirmed the quorum.

Also present were City Manager Francis, Attorney Langley, Chief Houston, DC Grimm, and Public Works Director Phil Price.

### 2. Invocation and Pledge to Flag

Comm Carugno gave the invocation and led the pledge to the flag.

Mayor Fouraker called for a motion for an excused absence for Comm Holihan.

**Comm Gold moved to excuse Comm Holihan from the meeting.**

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

### 3. Citizen's Comments

Mayor Fouraker opened for Citizen Comments.

- Former Mayor William Brooks thanked Chief Houston for her service to the City and congratulated her on her retirement. He reminded the community that May is Neurofibromatosis (NF) Awareness Month.  
Mayor Brooks, Chairman of the CCA Board of Directors, gave an overview of the Cornerstone Charter Academy Master Plan. He highlighted the following and said the expansion is needed to serve the growing student demand. He spoke on the four new educational buildings, improved traffic patterns, vehicle capacity, and three dismissal times, and stated that local taxpayer dollars do not fund the expansion.
- Dennis Newman thanked the Council for their service to the community. He spoke on the 4<sup>th</sup> Annual Hearts Against Hunger benefiting Servants Heart scheduled for May 14, 2023.
- Orange County Commissioner Mayra Uribe thanked the Mayor and Council for a continued working relationship and offered her continued support to the City. She provided her cell phone number for ease of reference to the community 407-721-3433.

There being no comments, Mayor Fouraker closed citizen comments.

### 4. Consent Items

- a. Approval of Meeting Minutes - February 7, 2023
- b. Monthly Reports

**Comm Smith moved to approve the consent items as presented.**

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

5. Unfinished Business - na

6. New Business

- a. Appointment to Transportation Advisory Board (TAC) – Gregg Platt and David Evertsen
- b. Appointment to Budget Committee (District 5) – Kirk Leff

City Manager Francis presented two candidates for the TAC: Gregg Platt and David Evertsen, for Council consideration. Mr. Francis said Gregg Platt is resigning from the Budget Committee and would like to be appointed to the TAC Committee.

**Comm Partin moved to accept the resignation of Gregg Platt from the Budget Committee and appoint Kirk Leff as the District 5 Budget Committee member.**

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

**Comm Smith moved to appoint Gregg Platt and David Evertsen to the Transportation Advisory Board.**

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

- c. Discuss change to the Municipal Code for Fences

City Manager Francis said at the request of Comm Carugno; he would like to discuss changes to the fence ordinance. This was previously addressed by the P&Z Board, and the possibility of placing a zoning overlay on Hoffner. They decided to take no action because if a resident has the opportunity to submit for a variance, there will be no need for an overlay. If Council would like to open discussion, it will have to go back to the P&Z Board for further review and action because it will need a change to the Land Development Code.

Comm Carugno said he asked for discussion because he has been approached by residents in his district along Hoffner Avenue. He would like to discuss options for replacing/repairing an existing fence without applying and paying for a variance which will cost more than the repair. On Seminole and Hoffner, residents are applying for front yard fences to be in harmony with grandfathered front yard gates within reason.

Commissioner Gold said he agrees with having a discussion; however, he recommends Council approach changing the code carefully. Discussion ensued on concerns with previous fence approvals. Mr. Francis noted that if a resident wants to replace a fence within the code, they do not need to submit for a variance.

Attorney Langley recommended clarifying the code to further define the fence height and location in the City where a front yard fence is allowed. Once a variance is approved without conditions for a front yard fence, it will not need another variance if repair or replacement is necessary.

Mayor Fouraker said clearly there had been a demand for front yard fences on Hoffner due to all the activity in that area. The Council should avoid situations that can cause concerns for other residents in the City. The revisions should be intuitive and automatic in certain areas of the City.

The Council consensus was to have staff discuss the changes requested by Council to the Planning & Zoning Board for further review and action.

7. Attorney's Report - na

8. City Manager's Report

Special Events Committee Update

Holly Bobrowski, Chairman of the Special Events Committee, provided a budget for the Easter Egg Hunt for approval. She noted that she would like to have the event at City Hall starting at 10 am. She requests to have one side of Nela Avenue closed during the event. They have also discussed serving mimosas.

Ms. Bobrowski also presented a preliminary budget for the 1<sup>st</sup> Annual Golf Cart Drive-in Movie Night. They would pick a family-friendly movie to be held at Wallace Field with a date in June. Comm Partin said Wallace Field might not be available with the upcoming construction of CCA. Ms. Bobrowski noted that if it is not available, they can also make the City Hall location work.

Ms. Bobrowski said she would like the City to treat the grounds for ants before the event.

Mayor Fouraker asked if Comm Carugno would donate to the Easter Event. Comm Carugno said yes.

**Comm Partin moved to approve the Easter Egg Hunt and Gold Cart Movie Night.**

**Comm Smith seconded the motion, which passed unanimously 6:0.**

City Manager Francis said he would promote Deputy Chief Travis Grimm to Acting Chief for six months with an evaluation in 3-months. Council congratulated DC Grimm for his promotion.

City Manager Francis announced his resignation and said his last day would be March 21, 2023. He said he could call the City Managers Association for a certified replacement for consideration. He will be available for any questions or assistance after that date during the transition.

City Manager Francis reported that he submitted for approval of a Vulnerability assessment, and the City received a grant of \$196,000 from DEP under the Resiliency Program. He would like to focus on the areas of flooding on Hoffner around Mr. Bitterman's home, swales on Nela, and areas in District 3

Raquel Lozano gave an update on open projects. She said she is reviewing the CCA Site Plan/PD review, Regal Boats renovation, and the new site plan.

a. Chief's Report

Acting Chief Grimm thanked Mr. Francis for the opportunity. No Chief's Report at this time.

b. Public Works Report

Council spoke on public perception and the finished project on Sol.

Comm Lowell asked if Gilbert Park is on schedule to be replanted. Mr. Francis said he is contacting the Eagle Scouts to discuss the plant selection.

9. **Mayor's Report**

Mayor Fouraker said he had attended the GOAA meetings to be able to bring back important information to Council. Pioneer Days in Cypress Grove Park this weekend, and the Annual Plant Sale is scheduled at the AG Center in early March.

10. **Items from Council**

Council discussed and agreed on the Servants Heart sponsorship of \$1000.

**Comm Gold moved to sponsor Servant's heart with a silver sponsorship of \$1000.**

**Comm Lowell seconded the motion, which passed unanimously 6:0.**

Comm Gold nominated Zach Cummings for the Traffic Committee. He will have Mr. Cummings submit a letter of interest for consideration.

Comm Carugno shared his support in succession plans for PD and City Hall. The next ANAC meeting will be held on April 24, 2023.

11. **Adjournment**

With no further business, Mayor Fouraker called for a motion to adjourn. The motion passed unanimously at 8:30 pm.





**CITY OF BELLE ISLE, FL  
CITY COUNCIL MEETING**

Tuesday, March 7, 2023, \* 6:30 pm  
**MINUTES**

Present was:

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

Absent was:

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed the quorum.

Also present were City Manager Francis, Attorney Geller, Chief Houston, DC Grimm, LT Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

**2. Invocation and Pledge to Flag**

Comm Holihan gave the invocation and led the pledge to the flag.

**3. Presentations**

Chief Houston thanked the Mayor, Council, and staff for their support over the years of service.

- Promotion of Deputy Chief Grimm to Chief of Police  
Mayor Fouraker swore in Deputy Chief Grimm as Chief of Police of the Belle Isle Police Department.
- Promotion of Lieutenant Millis to Deputy Chief of Police  
Mayor Fouraker swore in Lt Jeremy Millis as the Deputy Chief of the Belle Isle Police Department

Chief Houston welcomed and thanked the Police Chief of Edgewood, the Police Chief of UCF, and a representative of Osceola County Sheriff Lopez for their attendance.

Mayor Fouraker thanked Chief Houston for servicing in a dignified capacity in her 36 years of service in law enforcement.

UCF Chief Metzger presented Chief Houston with a plaque for her years of service.

**4. Consent Items**

- a. Proclamation for Arbor Day
- b. Approval of the City Council meeting minutes – March 1, 2023

**Comm Holihan moved to approve the consent items as presented.  
Comm Lowell seconded the motion, which passed unanimously 7:0.**

Mayor Fouraker read the Proclamation for the record.

5. Citizen's Comments

Mayor Fouraker opened for Citizen Comments.

Charlene Kennedy residing at 2624 Homewood Drive, thanked Chief Houston for her service and commitment to the residents of Belle Isle.

6. Unfinished Business - na

7. New Business

a. Appointment to Transportation Advisory Board (TAB) - Zach Cummings

City Manager Francis presented the appointment and said that if approved would make a total of three applications for the TAB Board. He noted that one additional appointee is needed for a quorum.

**Comm Holihan moved to appoint Zach Cummings to the Transportation Advisory Board.**

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

b. Advertise to Appoint Citizen to Orange County TFT Citizen Advisory Task Force

City Manager Francis said the City received a letter from orange County requesting the City to appoint a representative/resident to the OC Tourist Development Tax Advisory Board (TDT). He asked Council for approval to advertise the open position for resident consideration.

**Comm Gold moved to have the City Manager advertise for residents to apply for this Orange County Board for an appointment at the March 21, 2023, Council Meeting.**

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

c. Approval of the Addition of Cay Circle to the County Sweeping Schedule

City Manager Francis said he received a request from the residents on Cay Circle to have the street swept. OC EPD amended the current agreement to add Cay Circle and Waltham Avenue (around LaBelle). He noted that there is no fiscal impact because it is paid through the MSTU taxes paid by Belle Isle property taxes.

**Comm Carugno moved to approve the amendment with Orange County to add Cay Circle and Waltham Avenue to the sweeping schedule.**

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

d. Approval of Comprehensive Plan Consultant

City Manager Francis said City Council authorized advertising for proposals for a consultant to update the Comprehensive Plan (Comp Plan). The Comp Plan is due in 2024, and changes/no changes are to be reported to the State. The last update was in 2008. We received two submittals that span 2-fiscal years. After review, the staff recommends RVI Planning.

City Planner Raquel Lozano said RVI had been selective, incorporating April Fisher, former Belle Isle City Planner and an ecology expert, into the proposal. They have captured the essence of what the City is trying to protect, which is the Conway Chain of Lakes. Comm Lowell commented on the comprehensive report submitted.

**Without further discussion, Comm Lowell motioned to accept the proposal of RVI in the \$116,500. Comm Smith seconded the motion, which passed unanimously 7:0.**

e. Consider the Recommendation of the Special Events Committee

City Manager Francis said the City received one proposal for the Centennial Consultant from Billy Morgan for \$10,400. The Special Events Committee reviewed the proposal, and they are recommending that the Council not move forward with the proposal. The Chair of the Special Events Committee discussed Council approval of appointing 2-3 alternates to the Special Events Committee. This will allow more participation and help ensure a quorum is present at future meetings.

Holly Bobrowski, Board Chair, said there had been some interest in the community with amazing talents and would benefit the City and cover meetings. Mayor Fouraker asked where the City advertised for RFPs. Mr. Francis said on the website and distributed it to those who are interested. He said some 4-individuals received a packet; however, only one submitted,

**Comm Holihan moved to accept the Special Events Committee recommendation and not accept the RFP submittal from Billy Morgan.**

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

f. Approval of Employment Contracts for Police Chief and City Clerk

City Manager Francis said the Police Chief and the City Clerk had requested an employment contract. In researching the City Clerk, some municipalities offer an employment agreement for City Clerks.

Comm Partin asked how many days' notice is written in the agreement. He would like to recommend more than 30 days to allow for transition. Comm Shuck agreed.

Comm Gold said the proposed contract of the City Clerk violates the City Charter Section 4.11. The agreement reads, Section 7B1, "This Agreement may be terminated at any time, with or without cause, at the will and pleasure of the City Manager, subject to the conditions..." It would not be allowed if this agreement gave precedent over the City Charter. He said he would like to have the agreements looked over carefully. He added that he would like this tabled until a new City Manager is hired if it is not urgent.

City Clerk Quiceno said the contract is not urgent. However, she would like to have the same comfort level as other staff and be treated the same.

City Manager Francis said if the Council would like to table approval until March 21: he can review the agreements with the City Attorney.

**Comm Gold stated that he would like to see the agreements "fair in every way" and moved to have the City Attorney review the employment agreements and table approval until the next Council meeting on March 21.**

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

g. Consider the Proposal of Colin Baenziger & Associates for City Manager Search

City Manager Francis said he spoke with Jack Butler from the City of Oakland and asked permission to piggyback off his contract. He agreed, and Colin Baenziger is willing to move forward.

Colin Baenziger is one of the leading firms for local government jobs; however, if the Council would like to go with any other firm, there are about 40 in Florida.

**Comm Gold moved to approve an Agreement with Colin Baenziger & Associates to conduct a City Manager search as outlined in the agreement and information provided by Oakland.**

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

h. Discuss the Candidates for Interim City Manager Position

Mayor Fouraker asked for clarification on the deadline for submittals. The City Clerk confirmed the deadline was Monday, March 6, at noon, and she said she did not receive any other resumes other than what had been provided. Attorney Geller said the initial motion approved to have the top 5 candidates submitted to the City Clerk was withdrawn, and the last motion passed did not include that request.

**Comm Holihan moved to adopt the concept of making Travis Grimm the Interim City Manager and asked Mr. Francis if he would accept a consultant role. The only person who can contact him will be the Interim City Manager for 120 days.**

**Comm Gold seconded the motion.**

Comm Smith said Chief Grimm has a department to run. Asking him to work as a Police Chief and intermingle as a City Manager is a big ask. He would like to bring in a seasoned professional for the time necessary. They will only need to be trained about what Belle Isle is, not how to run the City. Comm Smith said most of the candidates were vetted, and we are limited on time to have the candidates sit with Mr. Francis.

Comm Lowell said if the situation were that Chief Houston was still on board, she would agree with Comm Holihan with Mr. Francis providing information as needed. She understands that the City is a well-oiled machine; however, Chief Grimm is just becoming Chief.

Comm Partin said he could see it going either way and agreed with Comm Lowell. Chief Grimm needs the opportunity to be successful and care for the Police Department. He further agrees to have City Manager Francis aid as necessary.

Comm Holihan said bringing someone in for 90 days will bring static to City Hall. He believes the staff can handle it because Bob has set up a succession plan with his staff.

Comm Gold said he spoke with Chief Grimm and assured him he could handle it. He has frequently been acting as Chief and has at least three years of Chief experience. He further believes that Deputy Chief can handle the charge. It scares him to think of bringing in an outsider for 120 days. He prefers to hire someone fully vested in the community; we have a known quantity that is working with us.

Comm Carugno said he recommended having a person as interim who has no relation to the City (whether a resident or former employee). Based on the consultant's performance, he would like a fresh start and hire a professional for 60-90 days. Comm asked Mr. Francis for his opinion.

Mr. Francis said Ken Parker is one of the well-respected Managers in Florida. He shared his concern about Council opening the position to anyone; it trivialized it. As far as Chief Grimm, he does not doubt that he can sit in the chair someday. He needs to put his stamp on the Police Department. If he comes to City Hall, the agency will be down an officer. He is also in the Guard, and what happens if he is called to active duty? The people recommended on the list are seasoned professionals, They can look at the whiteboard in his office and move forward with the projects, and he will not have to babysit that person; They will maybe call him 6-7 times, if any.

Mr. Francis said the candidates on the list share his philosophy and take care of their employees. They are close to his leadership and style and will do well. In response to Comm Carugno's question, he would go with Ken Parker's list.

Comm Shuck said he thought Council would pick their top five for consideration. He questioned the process of the consultant's employment contract. What will be the termination clause if the person does not work out? He will vote for the original plan and submit the top 5 candidates. If we continue to delay the process, the City will be left with no one.

**Comm Holihan's motion failed 6:1.**

Mayor Fouraker said the Council has 15 candidates on the list. He suggested having Council pick their top 5 candidates and submit them to the City Clerk in 48 hours.

Comm Shuck and Mayor Fouraker stated they would not be available next week to interview.

Mayor Fouraker said in speaking with the Executive Search Firm they said 80% of interim City Managers become City Managers. Because of that, we do not want to pull from candidates that wish to apply. If the Council is going to do an interim, they should be interim only and not allowed to become permanent. He shared that having the Executive Search team present to Council may be a good idea before starting the vigorous process. Comm Carugno asked if Council had the opportunity to pick their top 5. The Council consensus was yes.

**Comm Carugno moved to have Council pick their top 5 candidates tonight to hire an interim City Manager and submit them to the City Clerk.**

**Comm Smith seconded the motion.**

**Comm Lowell said Council must schedule an interview to vet the candidates.**

**The motion passed 6:1 with Comm Gold, nay.**

Mayor Fouraker asked now what? When does Council want to interview the candidates? Council discussed scheduling the interviews for Tuesday, March 21. Comm Carugno wondered whether the candidate could not start before Mr. Francis's last day; what would be the outcome? Mr. Francis said the staff could manage for a week; it would be as if he was on vacation.

Comm Partin asked if the City Manager would consider remaining until April 7 (45 days). Mr. Francis said he could not commit to the time due to his commitments.

Comm Carugno asked if Zoom interviews are possible. Mr. Francis said Zoom calls do not count as a quorum.

Comm Gold asked if the list was already vetted and had assurances from Mr. Francis, why not choose five randomly and go with it?

**Council discussed having a special session on Monday, March 20. After discussion, Comm Lowell moved to have all or most candidates for an interview on March 21. The motion failed for lack of a second.**

City Clerk asked if Council would consider hotel stays for the candidates and whom Council would like to have made the calls.

Mr. Francis asked if there is a possibility the Firm has a retired City Manager on his staff that he can place in the interim position. Mayor Fouraker said he does not have an answer at this point. Mayor Fouraker asked if any of the candidates were ranger advisors. Mr. Francis said he could contact Ken Parker and ask for a list of managers in transition or any suggestion to get someone in the position quickly.

Comm Partin moved,

1. The City Manager should contact Colin Baenziger & Associates to find out whether they have a City Manager on staff for the interim install; or
2. The City Manager should contact FCCMA Ken Parker to see if he has range riders on staff to install
3. City Clerk compiles the top 5 candidates for consideration.
4. If numbers 1 & 2 do not work out, the City Clerk should schedule interviews for March 21 at 6:00 pm of the top 5-candidates
5. Reasonable expenses may be allowed.

Comm Smith seconded the motion.

Comm Carugno asked if the Council would consider a Special Called session on Monday, March 20.

Comm Partin agreed to the amendment to the motion for interviews on March 20.

Comm Smith seconded the motion.

The motion passed 6:1 with Comm Holihan, nay.

**8. Attorney's Report - na**

**9. City Manager's Report**

City Manager Francis said that on March 8 at 11 am, he and the Mayor would meet with the Airport Committee staff in response to the City's report. The next ANAC meeting will be on April 25.

**a. Public Works Report**

Phil Price reported an Orange County Road closure on Quando Drive for road repair on March 8, 2023.

**10. Mayor's Report - na**

**11. Items from Council**

Comm Lowell read a memo sent from Carla Stocker regarding her thoughts on the previous Council meeting. A copy of the memo was provided for the record.

Comm Carugno said he wants to see the term for outgoing staff to 90 days. Council agreed to discuss this on March 21.

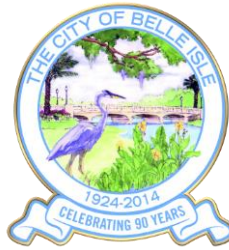
Comm Partin said he received a request from a resident to have the speed indicators on Hoffner have the speed limits posted. Mr. Francis said he would have Public Works staff make the change.

**12. Adjournment**

There being no further business, Mayor Fouraker called for a motion to adjourn.

The motion passed unanimously at 8:40 pm.

# CITY OF BELLE ISLE



## Proclamation

### 25th anniversary of Water Conservation Month in Florida City of Belle Isle, FL – April 2023

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts, and the City of Belle Isle are working together to increase awareness about the importance of water conservation; and

**WHEREAS** the City of Belle Isle and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month to educate citizens about how they can help save Florida’s precious water resources; and

**WHEREAS**, the City of Belle Isle has always encouraged and supported water conservation through various educational programs and special events; and

**WHEREAS**, every business, industry, school, and citizen can make a difference when it comes to conserving water; and can help by saving water and thus promote a healthy economy and community; and

**WHEREAS**, leak prevention is commonly thought to be the first step in conserving water, the City of Belle Isle will encourage citizens and businesses to focus on fixing leaks;

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Mayor of the City of Belle Isle do hereby proclaim the month of April 2023 as

### Water Conservation Month

The City of Belle Isle calls upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water. For this, the 25<sup>th</sup> year of Water Conservation Month, there will be a special focus on fixing leaks and all forms of water loss.

Attest \_\_\_\_\_

Yolanda Quiceno, City Clerk

\_\_\_\_\_

Mayor Nicholas Fouraker



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

3/9/2023

Nicholas Fouraker  
Mayor  
City of Belle Isle, Florida

Dear Mayor Fouraker:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services





GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

3/9/2023

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**Email: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Belle Isle** for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.*



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Belle Isle  
Florida**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

September 30, 2021

*Christopher P. Morill*

Executive Director/CEO



**The Government Finance Officers Association of  
the United States and Canada**

*presents this*

**AWARD OF FINANCIAL REPORTING ACHIEVEMENT**

*to*

**Finance Department**  
City of Belle Isle, Florida



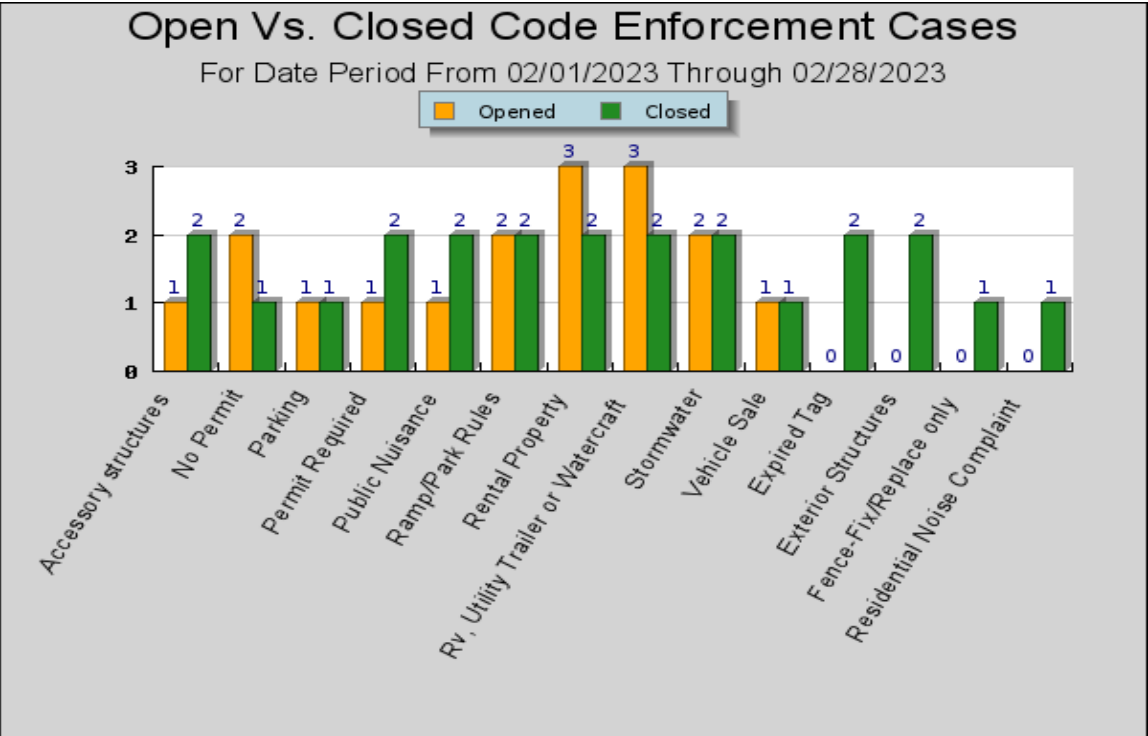
*The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

*Christopher P. Morrill*

Date: 3/9/2023

Department	Opened	Closed
Accessory structures	1	2
No Permit	2	1
Parking	1	1
Permit Required	1	2
Public Nuisance	1	2
Ramp/Park Rules	2	2
Rental Property	3	2
Rv, Utility Trailer or Watercraft	3	2
Stormwater	2	2
Vehicle Sale	1	1
Expired Tag	0	2
Exterior Structures	0	2
Fence-Fix/Replace only	0	1
Residential Noise Complaint	0	1
Total Paid	\$650	





# Orange County Fire Rescue Unit Activity in Belle Isle for February 2023

e.

<b>BELLE ISLE INCIDENT TOTAL</b>	<b>69</b>
<b>Total OCFR Units Used</b>	<b>131</b>
<b>Total OCFR Transports</b>	<b>37</b>

	EMS	Fire Service	Vehicle Accident
<b>Total</b>	52	9	8

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
<b>OF230012509</b>	E70	2/1/23	0:15:19	AFA	73	Belle Isle		73777B	2601 MCCOY RD, BI
<b>OF230012573</b>	E70	2/2/23	0:17:35	EMDC	73	Belle Isle		73777B	DAETWYLER DR/TRENTWC
	R70	2/2/23	0:50:46	EMDC	73	Belle Isle	YES	73777B	DAETWYLER DR/TRENTWC
<b>OF230012769</b>	E70	2/2/23	0:25:06	EMDD	73	Belle Isle		73777B	1936 MCCOY RD, BI
	R70	2/2/23	1:23:50	EMDD	73	Belle Isle	YES	73777B	1936 MCCOY RD, BI
<b>OF230013109</b>	E72	2/3/23	0:22:40	EMDD	72	Belle Isle		72732B	3705 QUANDO DR, BI
	R71	2/3/23	1:02:12	EMDD	72	Belle Isle	YES	72732B	3705 QUANDO DR, BI
<b>OF230013112</b>	E71	2/3/23	0:03:42	EMDD	72	Belle Isle		72733B	5373 JADE CIR, BI
	R72	2/3/23	0:03:45	EMDD	72	Belle Isle		72733B	5373 JADE CIR, BI
<b>OF230013229</b>	E73	2/3/23	0:15:54	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R73	2/3/23	1:02:28	EMDD	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
<b>OF230013326</b>	E70	2/4/23	0:03:02	EMDD	72	Belle Isle		72734B	4991 BELLEVILLE AV, BI
	R72	2/4/23	0:02:31	EMDD	72	Belle Isle		72734B	4991 BELLEVILLE AV, BI
<b>OF230013457</b>	Q68	2/4/23	0:02:29	LOCKOUT	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
<b>OF230013662</b>	E70	2/4/23	0:18:48	EMDA	70	Belle Isle		70773B	1722 STAFFORD DR, BI
	R70	2/4/23	0:57:07	EMDA	70	Belle Isle	YES	70773B	1722 STAFFORD DR, BI
<b>OF230014295</b>	E72	2/6/23	0:16:31	EMDD	72	Belle Isle		72734B	5225 DRISCOLL CT, BI
	R72	2/6/23	1:20:28	EMDD	72	Belle Isle	YES	72734B	5225 DRISCOLL CT, BI
<b>OF230014436</b>	R70	2/7/23	0:45:52	EMDC	70	Belle Isle		70773B	1841 WIND WILLOW RD, BI
<b>OF230014451</b>	R73	2/7/23	0:24:14	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
<b>OF230014601</b>	E72	2/7/23	0:33:23	EMDD	72	Belle Isle		72734B	2828 MONTMART DR, BI
	R72	2/7/23	1:25:40	EMDD	72	Belle Isle	YES	72734B	2828 MONTMART DR, BI
<b>OF230014609</b>	R70	2/7/23	1:08:19	EMDC	70	Belle Isle	YES	70769B	2626 NELA AV, BI
<b>OF230014647</b>									

e.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	E73	2/7/23	0:29:15	EMDD	70	Belle Isle		70773B	2003 MCCOY RD, BI
	R73	2/7/23	1:56:25	EMDD	70	Belle Isle	YES	70773B	2003 MCCOY RD, BI
<b>OF230014884</b>									
	E51	2/8/23	0:12:39	EMDD	70	Belle Isle		70736B	6581 GIBSON DR, BI
	R70	2/8/23	0:52:39	EMDD	70	Belle Isle	YES	70736B	6581 GIBSON DR, BI
<b>OF230014936</b>									
	R72	2/8/23	0:27:29	EMDB	70	Belle Isle		70735B	2318 CROSS LAKE RD, BI
<b>OF230014994</b>									
	E51	2/8/23	0:00:33	EMDC	72	Belle Isle		72733B	3521 ST MORITZ ST, BI
	R71	2/8/23	0:23:44	EMDC	72	Belle Isle		72733B	3521 ST MORITZ ST, BI
<b>OF230015076</b>									
	E70	2/8/23	0:26:09	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R70	2/8/23	1:05:46	EMDD	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
<b>OF230016005</b>									
	E70	2/11/23	0:44:10	EMDD	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R73	2/11/23	1:40:24	EMDD	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
<b>OF230016160</b>									
	E53	2/11/23	0:20:31	EMDE	73	Belle Isle		73777B	2635 MCCOY RD, BI
	R70	2/11/23	0:20:31	EMDE	73	Belle Isle		73777B	2635 MCCOY RD, BI
<b>OF230016241</b>									
	E70	2/11/23	0:14:22	EMDC	72	Belle Isle		72732B	4256 BELL TOWER CT, BI
	R72	2/11/23	0:53:38	EMDC	72	Belle Isle	YES	72732B	4256 BELL TOWER CT, BI
<b>OF230016265</b>									
	R70	2/11/23	0:49:42	EMDC	73	Belle Isle		73777B	2490 TRENTWOOD BLVD, E
<b>OF230016369</b>									
	E72	2/11/23	0:18:47	ELECK	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
<b>OF230016561</b>									
	E70	2/12/23	0:22:48	EMDD	70	Belle Isle		70735B	5115 OAK ISLAND RD, BI
	E72	2/12/23	0:01:09	EMDD	70	Belle Isle		70735B	5115 OAK ISLAND RD, BI
	R72	2/12/23	0:55:44	EMDD	70	Belle Isle	YES	70735B	5115 OAK ISLAND RD, BI
<b>OF230016766</b>									
	E70	2/13/23	0:12:39	EMDD	70	Belle Isle		70736B	6101 S ORANGE AV, BI
	R70	2/13/23	0:45:58	EMDD	70	Belle Isle	YES	70736B	6101 S ORANGE AV, BI
<b>OF230016779</b>									
	E73	2/13/23	0:04:46	EMDC	73	Belle Isle		73777B	3255 MCCOY RD, BI
	R70	2/13/23	0:04:24	EMDC	73	Belle Isle		73777B	3255 MCCOY RD, BI
<b>OF230017348</b>									
	E70	2/14/23	0:20:36	EMDD	72	Belle Isle		72733B	5103 MORTIER AV, BI
	R70	2/14/23	1:17:23	EMDD	72	Belle Isle	YES	72733B	5103 MORTIER AV, BI
<b>OF230017563</b>									
	E70	2/15/23	0:03:52	EMDC	72	Belle Isle		72734B	2827 HOFFNER AV, BI
	R70	2/15/23	0:56:29	EMDC	72	Belle Isle	YES	72734B	2827 HOFFNER AV, BI
<b>OF230017877</b>									
	R72	2/15/23	1:15:55	EMDB	72	Belle Isle	YES	72732B	6601 ST PARTIN PL, BI
<b>OF230017880</b>									
	E70	2/15/23	0:39:45	EMDD	73	Belle Isle		73777B	3307 TRENTWOOD BLVD, E
	R53	2/15/23	0:59:31	EMDD	73	Belle Isle	YES	73777B	3307 TRENTWOOD BLVD, E
<b>OF230017983</b>									
	E73	2/16/23	0:17:06	AFA	70	Belle Isle		70773B	1612 WIND DRIFT RD, BI
<b>OF230018228</b>									
	E71	2/16/23	0:01:25	AA	72	Belle Isle		72733B	CONWAY RD/COVE DR
	E72	2/16/23	0:16:32	AA	72	Belle Isle		72733B	CONWAY RD/COVE DR
	R71	2/16/23	0:01:23	AA	72	Belle Isle		72733B	CONWAY RD/COVE DR
	R72	2/16/23	0:17:23	AA	72	Belle Isle		72733B	CONWAY RD/COVE DR

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Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
<b>OF230018325</b>									
	E72	2/17/23	0:24:20	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	2/17/23	0:24:22	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
<b>OF230018435</b>									
	B4	2/17/23	0:03:07	EMDB	72	Belle Isle		72733B	5103 MORTIER AV, BI
	E51	2/17/23	0:11:13	EMDB	72	Belle Isle		72733B	5103 MORTIER AV, BI
	R72	2/17/23	0:15:19	EMDB	72	Belle Isle		72733B	5103 MORTIER AV, BI
<b>OF230018706</b>									
	E72	2/18/23	0:21:53	ELECK	72	Belle Isle		72733B	4416 HOFFNER AV, BI
<b>OF230018972</b>									
	B4	2/18/23	0:09:01	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	CPT4	2/18/23	0:07:51	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	E53	2/18/23	0:06:43	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	E70	2/18/23	0:18:56	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	E73	2/18/23	0:06:45	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	R70	2/18/23	0:22:29	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	R73	2/18/23	0:07:14	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
	TR51	2/18/23	0:06:52	HOUSE	70	Belle Isle		70769B	2314 TRACE AV, BI
<b>OF230019154</b>									
	E72	2/19/23	0:19:18	EMDD	72	Belle Isle		72733B	5011 DORIAN AV, BI
	R71	2/19/23	1:30:21	EMDD	72	Belle Isle	YES	72733B	5011 DORIAN AV, BI
<b>OF230019196</b>									
	E73	2/19/23	0:14:04	SMOKINV	73	Belle Isle		73777B	2815 TRENTWOOD BLVD, E
<b>OF230020046</b>									
	E72	2/21/23	0:06:40	AFA	72	Belle Isle		72733B	5125 ST MARIE AV, BI
<b>OF230020291</b>									
	E51	2/22/23	0:25:39	AFA	72	Belle Isle		72734B	2806 ALSACE CT, BI
<b>OF230020343</b>									
	E70	2/22/23	0:16:37	AA	73	Belle Isle		73777B	2635 MCCOY RD, BI
	R70	2/22/23	0:16:56	AA	73	Belle Isle		73777B	2635 MCCOY RD, BI
<b>OF230020405</b>									
	E70	2/22/23	0:37:39	PA	72	Belle Isle		72732B	4201 PLAYA CT, BI
	R70	2/22/23	0:02:32	PA	72	Belle Isle		72732B	4201 PLAYA CT, BI
<b>OF230020408</b>									
	E53	2/22/23	0:10:49	EMDB	73	Belle Isle		73777B	2635 MCCOY RD, BI
	R73	2/22/23	0:31:05	EMDB	73	Belle Isle		73777B	2635 MCCOY RD, BI
<b>OF230020412</b>									
	R70	2/22/23	1:25:30	EMDB	73	Belle Isle	YES	73777B	2635 MCCOY RD, BI
<b>OF230020445</b>									
	E70	2/22/23	0:20:01	AA	70	Belle Isle		70736B	S ORANGE AV/FAIRLANE A'
	M5	2/22/23	0:01:17	AA	70	Belle Isle		70736B	S ORANGE AV/FAIRLANE A'
	R51	2/22/23	0:16:31	AA	70	Belle Isle		70736B	S ORANGE AV/FAIRLANE A'
<b>OF230020508</b>									
	R70	2/22/23	0:17:13	EMDA	73	Belle Isle		73777B	2635 MCCOY RD, BI
<b>OF230020517</b>									
	E72	2/22/23	0:13:30	EMDD	72	Belle Isle		72733B	5190 CONWAY RD, BI
	R70	2/22/23	0:58:09	EMDD	72	Belle Isle	YES	72733B	5190 CONWAY RD, BI
<b>OF230020524</b>									
	R73	2/22/23	0:55:25	EMDB	73	Belle Isle	YES	73777B	2601 MCCOY RD, BI
<b>OF230020657</b>									
	R70	2/23/23	0:57:46	EMDC	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
<b>OF230020789</b>									
	E70	2/23/23	0:22:06	AA	70	Belle Isle		70736B	HOFFNER AV/MARINELL DF
	R70	2/23/23	0:27:18	AA	70	Belle Isle		70736B	HOFFNER AV/MARINELL

e.

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION	e.
<b>OF230020805</b>	E70	2/23/23	0:02:19	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG	
	R70	2/23/23	0:02:19	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG	
<b>OF230020809</b>	E70	2/23/23	0:30:57	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG	
	R70	2/23/23	0:30:41	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG	
<b>OF230020912</b>	R72	2/23/23	0:46:47	EMDB	72	Belle Isle	YES	72733B	3739 ROTHBURY DR, BI	
<b>OF230021436</b>	E70	2/25/23	0:24:28	EMDD	73	Belle Isle		73777B	1936 MCCOY RD, BI	
	R70	2/25/23	1:21:40	EMDD	73	Belle Isle	YES	73777B	1936 MCCOY RD, BI	
<b>OF230021557</b>	E73	2/25/23	0:01:49	EMDA	73	Belle Isle		73777B	2601 MCCOY RD, BI	
	R73	2/25/23	1:14:08	EMDA	73	Belle Isle	YES	73777B	2601 MCCOY RD, BI	
<b>OF230021612</b>	E72	2/25/23	0:02:36	AMA	72	Belle Isle		72733B	5015 ST MICHAEL AV, BI	
	R72	2/25/23	0:02:36	AMA	72	Belle Isle		72733B	5015 ST MICHAEL AV, BI	
<b>OF230021627</b>	E73	2/25/23	0:27:13	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI	
	R73	2/25/23	0:27:13	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI	
<b>OF230021646</b>	E73	2/25/23	0:02:18	EMDC	73	Belle Isle		73777B	1934 MCCOY RD, BI	
	R73	2/25/23	1:34:21	EMDC	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI	
<b>OF230021664</b>	E70	2/25/23	0:33:56	EMDD	72	Belle Isle		72732B	3610 COUNTRY LAKES DR,	
	E72	2/25/23	0:01:28	EMDD	72	Belle Isle		72732B	3610 COUNTRY LAKES DR,	
	R70	2/25/23	1:09:37	EMDD	72	Belle Isle	YES	72732B	3610 COUNTRY LAKES DR,	
<b>OF230021728</b>	E70	2/25/23	0:08:57	EMDA	72	Belle Isle		72733B	CONWAY RD/SOUTHMORE	
	R71	2/25/23	1:05:20	EMDA	72	Belle Isle	YES	72733B	CONWAY RD/SOUTHMORE	
<b>OF230021778</b>	E73	2/26/23	0:22:52	EMDD	73	Belle Isle		73777B	3255 MCCOY RD, BI	
	R70	2/26/23	0:51:51	EMDD	73	Belle Isle	YES	73777B	3255 MCCOY RD, BI	
<b>OF230022227</b>	E72	2/27/23	0:21:01	EMDD	72	Belle Isle		72732B	4230 CRANMORE CT, BI	
	R72	2/27/23	0:53:09	EMDD	72	Belle Isle	YES	72732B	4230 CRANMORE CT, BI	
<b>OF230022270</b>	E73	2/27/23	0:20:47	EMDD	73	Belle Isle		73777B	MCCOY RD/DAETWYLER D	
	R70	2/27/23	1:15:30	EMDD	73	Belle Isle	YES	73777B	MCCOY RD/DAETWYLER D	
<b>OF230022294</b>	E72	2/27/23	0:18:48	EMDC	72	Belle Isle		72732B	4347 ARAJO CT, BI	
	R72	2/27/23	1:05:35	EMDC	72	Belle Isle	YES	72732B	4347 ARAJO CT, BI	
<b>OF230022542</b>	E73	2/28/23	0:15:40	EMDC	73	Belle Isle		73777B	2300 JETPORT DR, BI	
	R73	2/28/23	0:48:37	EMDC	73	Belle Isle	YES	73777B	2300 JETPORT DR, BI	
<b>OF230022543</b>	E70	2/28/23	0:13:42	AA	72	Belle Isle		72733B	4400 HOFFNER AV, BI	
	R72	2/28/23	0:13:13	AA	72	Belle Isle		72733B	4400 HOFFNER AV, BI	
<b>OF230022562</b>	E72	2/28/23	0:15:53	EMDD	72	Belle Isle		72733B	4416 HOFFNER AV, BI	
	R72	2/28/23	1:16:28	EMDD	72	Belle Isle	YES	72733B	4416 HOFFNER AV, BI	
<b>OF230022569</b>	E73	2/28/23	0:22:23	EMDA	73	Belle Isle		73777B	2601 MCCOY RD, BI	
	R73	2/28/23	1:25:48	EMDA	73	Belle Isle	YES	73777B	2601 MCCOY RD, BI	



Alarm #   Units   Date   Total   Call  
Time   Type   Sta   Jurisdiction   Transport   REP DIST   LOCATION

e.

**SERVICE AREA   INCIDENT TOTAL   69**  
**Total OCFR Units Used   131**  
**Total OCFR Transports   37**

	EMS	Fire Service	Vehicle Accident
<b>Total</b>	52	9	8



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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Contract with Colin Baenziger and Associates for City Manager Search

**Background:** The City Council approved to piggyback off the contract form Oakland, FL to hire Colin Baenziger and Associates to conduct the City Manager Search. Piggybacking is allowed under the City Purchasing policy. The City of Oakland is allowing this piggyback. The City Attorney drafted the agreement for the services.

**Staff Recommendation:** Approve the Agreement

**Suggested Motion:** I move that we approve the Agreement with Colin Baenziger and Associates in the amount of \$32,500 to conduct the City Manager Search.

**Alternatives:** Do not approve and have the City issue an RFQ for services

**Fiscal Impact:** \$32,500 from GF

**Attachments:** Agreement

**AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES**

**(PIGGY BACK AGREEMENT TO SERVICES AGREEMENT  
BETWEEN TOWN OF OAKLAND AND COLIN BAENZIGER & ASSOCIATES)**

THIS AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES (this “Agreement”) is entered into by and between the CITY OF BELLE ISLE, a Florida municipal corporation, whose address is 1600 Nela Avenue, Belle Isle, Florida \_\_\_\_ (hereinafter referred to as “City”), and COLIN BAENZIGER & ASSOCIATES, a Florida registered fictitious name, whose address is 12970 Dartford Trail, Suite 8, Wellington, FL 33414 (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the City desires to engage an independent contractor to provide executive recruitment services to assist the City Council in hiring a City Manager; and

WHEREAS, the Town of Oakland (“Oakland”) has previously selected CONTRACTOR through the competitive procurement process to provide Oakland with executive recruitment services and Oakland entered into that certain Contract dated March 2, 2023 to provide such services, a true and accurate copy of which is attached hereto as **Exhibit “A”** and incorporated herein by this reference (collectively herein “Original Government Contract”); and

WHEREAS, the City has reviewed the procurement documents concerning Oakland’s procurement of CONTRACTOR’s services and agrees with the process and the selection of CONTRACTOR; and

WHEREAS, the City has reviewed the Original Government Contract and has found the terms and conditions as set out in the such contract to be reasonable, acceptable and of benefit to the City’s citizens; and

WHEREAS, the City has determined that use and procurement of CONTRACTOR’s services pursuant to the terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City; and

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City and CONTRACTOR agrees to enter into and does hereby enter into this Agreement as set forth herein:

1. **RECITALS:** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. **SERVICES.** CONTRACTOR, as an independent contractor and consultant, shall provide the City executive recruitment services to assist the City Council in finding a new City Manager in accordance with the terms and conditions of the Original Government Contract between Oakland and CONTRACTOR attached hereto as **Exhibit “A,”** except that the “City of Belle Isle” shall be substituted for the “Town” and references to “Town of Oakland.” For services rendered by CONTRACTOR to the City, the City shall pay CONTRACTOR up to \$32,500.00 as and when specified in the Original Government Contract based on when certain task are completed by CONTRACTOR. The date of final completion for services by CONTRACTOR under this Agreement is to be upon the City Council’s hiring of a new City Manager. Except to the extent they conflict with this Agreement, the scope of services, terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict. The City shall have no liability or responsibility for or concerning CONTRACTOR’s services performed for Oakland or any other party.

3. TERM/TERMINATION. The term of this Agreement shall be from the Effective Date until completion of the services, unless terminated earlier. This Agreement may be terminated in the same manner as specified in the Original Government Contract.

4. INSURANCE. Within ten (10) days from the Effective Date and prior to rendering services to the City, CONTRACTOR shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. CONTRACTOR shall maintain required insurance coverage during the term of this Agreement.

5. Public Records Act. The public records act provisions of the Original Government Contract and the CONTRACTOR’s duties thereunder are incorporated herein, except for the Eustis specific information which is substituted with the following: **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Yolanda Quiceno, City Clerk, 1600 Nela Avenue, Belle Isle, Florida 32809; Email: yquiceno@belleislefl.gov.**

6. Notice. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed to the addresses listed in the first paragraph of this Agreement.

7. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

Colin Baenziger & Associates

CITY OF BELLE ISLE, a Florida  
municipal corporation

\_\_\_\_\_  
By: Colin Baenziger – Owner/Principal

\_\_\_\_\_  
By: Nicholas Fouraker, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF OAKLAND, FLORIDA,**  
**AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES**

**THIS AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES** (hereinafter “Agreement”) is made and entered into this 2nd day of March, 2023, by and between the TOWN OF OAKLAND, FLORIDA, a Florida municipal corporation, (hereinafter the “Town”), and COLIN BAENZIGER & ASSOCIATES, a Florida registered fictitious name, (hereinafter the “Contractor”).

**WITNESSETH:**

**WHEREAS**, is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the TOWN OF OAKLAND, FLORIDA; and

**WHEREAS**, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, the TOWN is in need of executive recruitment services, and the CONTRACTOR is in the business of providing executive recruitment services; and

**WHEREAS**, the CONTRACTOR agrees to provide such services as more particularly described in this Agreement, as well as in any proposal documents issued in connection with this project; and

**WHEREAS**, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Description of Work.**

- a. The TOWN hereby retains CONTRACTOR to furnish services as described in Exhibit "A" ("Proposal to Provide Executive Recruitment Services for the Town of Oakland, FL" or "Proposal"), which is attached hereto and incorporated herein by reference. The Proposal is hereby incorporated into this Agreement by reference and is declared to be material part of this Agreement. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Proposal, unless specifically excluded.

3. **Commencement and Completion/Term.**

- a. CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed, and shall continue such work until otherwise directed by the TOWN or as provided in this Agreement. The term of this Agreement shall not exceed 12 months without additional prior authorization by the Town Commission.

4. **Payment.**

- a. The TOWN agrees to compensate CONTRACTOR, for work actually performed under this Agreement and described in the Proposal, at the rate specified in Section V of Exhibit "A" attached hereto. CONTRACTOR shall provide an invoice describing all work done pursuant to the Proposal prior to payment each month. In no event will CONTRACTOR be paid more than a total of \$32,500 without additional prior authorization by the Town Commission.
- b. The TOWN reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the TOWN in whole or in part at any time without cause by the TOWN giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided,

however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the TOWN or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**6. Project Management.**

- a. The Project Managers for this Agreement are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described herein and does not require an amendment to this Agreement.

TOWN: Elise Hui, Town Clerk  
 Contact information: PO Box 98, Oakland, FL, 34760  
[EHui@oaklandfl.gov](mailto:EHui@oaklandfl.gov), (407)656-1117, ext. 2104

CONTRACTOR : Colin Baenziger & Associates  
 Contact information: Colin Baenziger, (561) 707-3537 or [Colin@cb-asso.com](mailto:Colin@cb-asso.com)

- 7. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

TOWN: Elise Hui, Town Clerk, PO Box 98, Oakland, FL, 34760

CONTRACTOR : Colin Baenziger & Associates,  
 c/o Colin Baenziger,  
 2055 South Atlantic Avenue, Suite 504,  
 Daytona Beach Shores, FL 32118

**8. Insurance.**

- a. CONTRACTOR shall indemnify the Town for any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. CONTRACTOR shall obtain and maintain insurance coverage in amounts not less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
  - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
  - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
  - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the TOWN with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the TOWN before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

**9. Compliance with Laws.** In providing the services specified in the Proposal, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

**10. Personal Nature of Agreement; Assignment.** The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal, and



CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the TOWN. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

**11. Discrimination.** CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement and the Proposal, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement or the Proposal. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**12. Independent Contractor.** CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the TOWN. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the TOWN. None of the benefits, if any, provided by the TOWN to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the TOWN to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and is subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

**13. Indemnification.** CONTRACTOR must indemnify and hold the TOWN harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the TOWN, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the TOWN against any claim that any product purchased or licensed by the TOWN from CONTRACTOR under this Agreement infringes a United States patent, trademark, or

copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the TOWN and not considered to be the TOWN's exclusive remedy. In the event that any claim in writing is asserted by a third party which may entitle the TOWN to indemnification, the TOWN must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the TOWN decides to participate in the proceeding or defense, the TOWN will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim. The indemnification provisions of this paragraph will survive the termination of this Agreement.

**14. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL  
TOWN OF OAKLAND  
P.O. BOX 98  
OAKLAND, FLORIDA 34760  
407-656-1117, EXT. 2104  
[EHUI@OAKLANDFL.GOV](mailto:EHUI@OAKLANDFL.GOV)**

**15. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Orange County Circuit Court on an expedited basis to enforce the requirements of this section.

**16. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

**17. Non-appropriation.** Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**18. E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit

stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**19. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**20. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Orange County, Florida for any actions, suits or proceedings arising out of or relating to this Addendum or the Agreement.

**21. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

B. **Confidentiality.** The parties hereby acknowledge that the Town is a local governmental entity subject to public records law under Chapter 119, Florida Statutes. Notwithstanding any provisions to the contrary contained within the Agreement, the Town may disclose Confidential Information, including Personal Information, when such

information is disclosed under force of law (including Chapter 119, Florida Statutes), governmental regulation, or court order.

C. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized TOWN representatives.

D. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

E. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

F. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

G. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

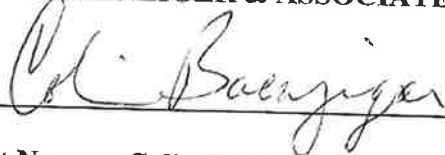
H. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.

I. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually

severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the Proposal specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

**COLIN BAENZIGER & ASSOCIATES:**

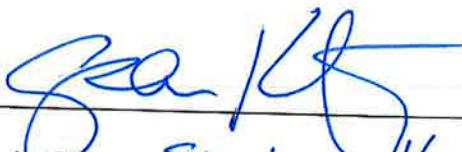
  
\_\_\_\_\_

**Print Name:** Colin Baenziger

**Title:** Owner/Principal

**Company:** Colin Baenziger & Associates

**TOWN OF OAKLAND, FLORIDA:**

  
\_\_\_\_\_

**Print Name:** Stephen Koantz



COLIN BAENZIGER & ASSOCIATES  
EXECUTIVE RECRUITING



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES  
FOR  
OAKLAND, FL**

**Volume I: Proposal**

***Colin Baenziger & Associates***

**Contact Person:**

Colin Baenziger (561) 707-3537  
Colin Baenziger & Associates  
2055 South Atlantic Avenue • Suite 504  
Daytona Beach Shores, FL 32118  
e-mail: [Colin@cb-asso.com](mailto:Colin@cb-asso.com)  
Fax: (888) 635-2430

***...Serving Our Clients with a Personal Touch...***

# PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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COLIN BAENZIGER & ASSOCIATES  
EXECUTIVE RECRUITING

February 8, 2023

The Honorable Mayor Kathy Stark, Vice Mayor Michael Satterfield, and Commissioners Joseph McMullen, Rick Polland, and Salvador Ramos  
Town of Oakland, FL  
230 N Tubb Street  
Oakland, FL 34760

The Honorable Mayor Stark, Vice Mayor Satterfield, and Commissioners McMullen, Polland, and Ramos:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next Town Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 127 of the last 191 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach

COLIN BAENZIGER & ASSOCIATES  
EXECUTIVE RECRUITING

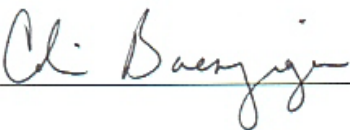
Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City/Town Managers for Cooper City, FL, Fircrest, WA, Fort Walton Beach, FL; County Administrator for Indian River County, FL; a Landscaping Director for Estero, FL, and CEOs for Beaufort-Jasper Water & Sewer Authority, SC, and Sun 'n Lake Improvement District, FL.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger  
Principal / Owner

*...Serving Our Clients with a Personal Touch...*

# *I. Qualifications and Experience of the Firm*

## *The Firm, Its Philosophy, & Its Experience*

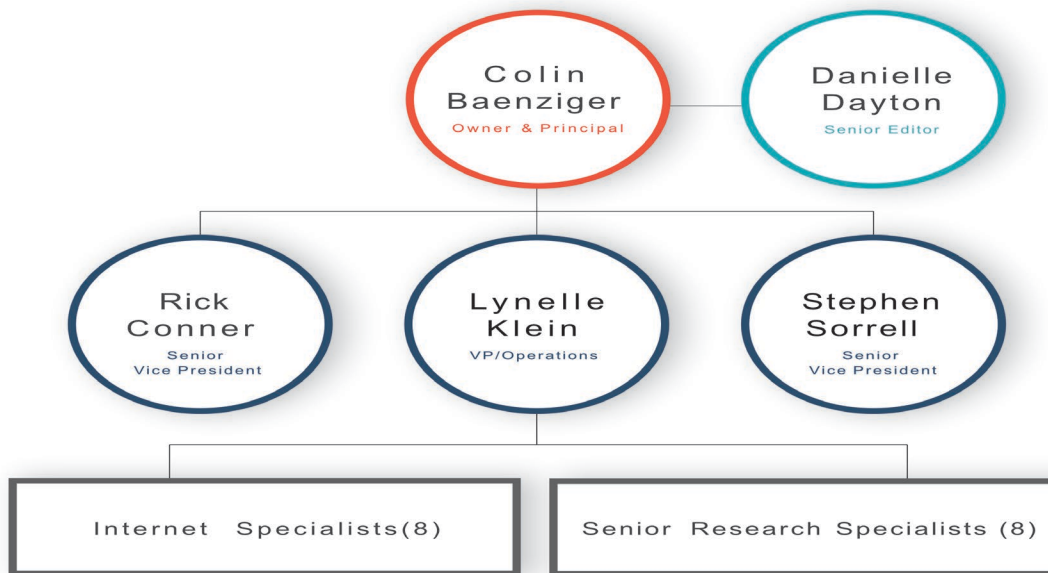
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

## *Technical Capabilities and Organizational Structure*

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



## ***I. Qualifications and Experience of the Firm (continued)***

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### ***Completion of Projects within Budget***

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

### ***Completion of Projects on Schedule***

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

### ***Diversity***

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the Town. The proof is that from the beginning of 2009, 25% of the candidates selected as semi-finalists have been females and/or minorities. In one recent year, 47% of our placements were either females or minorities.

### ***Prior Names and Litigation***

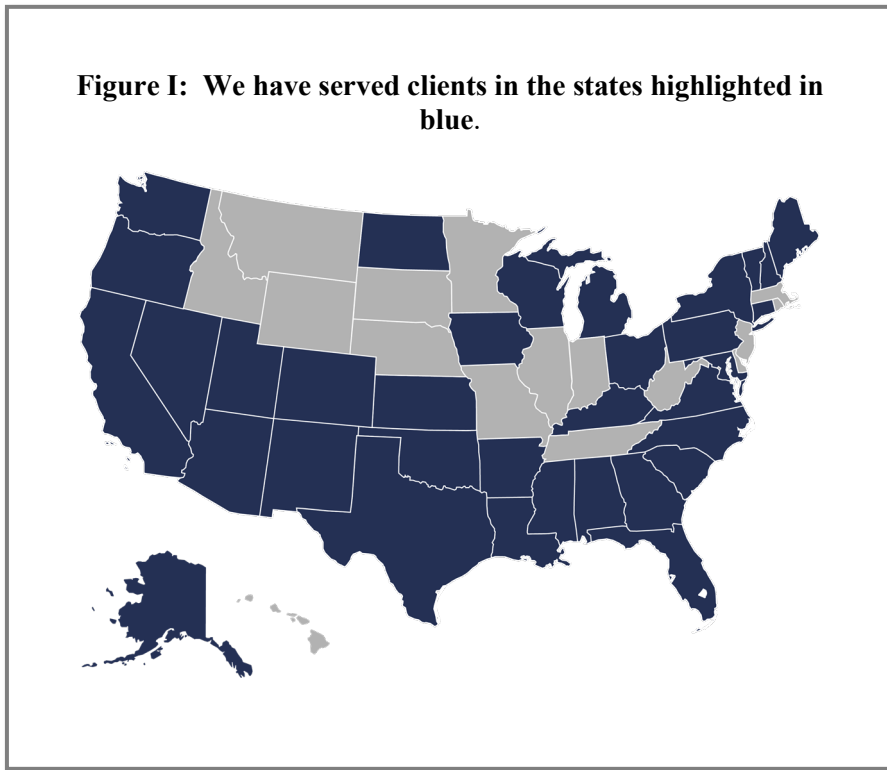
Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

### ***Insurance***

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance in many states. If required by the client, and if it is available to us, we will obtain these coverages prior to contract execution.

***Geographic Reach***

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in. A complete list of our searches can be found in Appendix A.





## ***II. Proposed Work Plan***

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The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

### ***Phase I: Information Gathering / Needs Assessment / Brochure Preparation***

#### ***Task One: Needs Assessment***

An important part of the recruiter’s work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as Town staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the Town so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the Town wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey (see Appendix D for a sample).

#### ***Task Two: Develop Position Description and Recruitment Materials***

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm’s website under the “Executive Recruitments” / “Active Recruitments” tabs.

## **II. Proposed Work Plan** (Continued)

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### **Phase II: Recruitment**

#### **Task Three: Recruit Candidates**

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with potential candidates and consult our data base of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- **Advertising:** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, related state associations, the National Association of Counties, and sites aimed as female and minority candidates. LinkedIn is another vehicle we may use.
- **CB&A Website:** We will also post the recruitment on our website, [www.cb-asso.com](http://www.cb-asso.com). With our reputation, many candidates consult it regularly.
- **Email:** We will e-mail the recruitment profile through our listserv of almost fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local, newspapers, national newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the Town wants to have ads placed in these venues, it will need to bear the cost.

### **Phase III: Screening and Finalist Selection**

#### **Task Four: Evaluate the Candidates**

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the Town and the community as your next Town Manager



## II. Proposed Work Plan (Continued)

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Specifically, our efforts will involve:

**Step One. Resume Review.** CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

**Step Two. Screening Interview.** Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

**Step Three. Evaluate the Best Candidates.** We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words*, and balance the negativity that is so often characteristic of the press, and (2) the Town to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with the positions of the references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written approximately page lone summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC data base), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees as well as the candidate's work history for the past 15 years to assure the candidate has been completely forthright.

## ***II. Proposed Work Plan (Continued)***

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- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

*Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.*

### ***Task Five: Preparation and Presentation of Candidate Materials***

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide to you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining some areas that it is not wise to get into), and some logistical information.

### ***Task Six: Finalist Selection***

Approximately a week after the Town has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

### ***Task Seven: Notify All Candidates of Their Status***

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

### ***Phase IV: Coordinate the Interview Process and Town Manager Selection***

#### ***Task Eight: Coordinate the Candidate Assessment Process***

Prior to the interviews, we will recommend an /evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Commission observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the Town at community functions), one-on-one interviews, and a Commission meeting.

**Day #1:** The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the Town's senior staff at this point.

Later, that evening, the Commission can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next Town Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.

**Day #2:** The next morning, each candidate will interview individually with each Commission Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Commission and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Commission, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if you it would make you feel more comfortable, we can recommend several third party management and personality assessment tools that the Town can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

#### ***Task Nine: Debriefing and Selection***

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

## ***II. Proposed Work Plan (Continued)***

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### ***Phase V: Negotiation and Continuing Assistance***

#### ***Task Ten: Notification, Contract Negotiations and Warranty***

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect prompt agreement.

#### ***Task Eleven: Continuing Assistance***

Our work is not done when the contract is executed. We will stay in touch with you and your new Town Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to assure a successful relationship.

**Communications:** We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

#### ***The Town’s Obligations***

The Town will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The Town will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

## ***II. Proposed Work Plan (Continued)***

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### ***Proposed Project Schedule***

We understand the Town wants to move quickly on this recruitment. We are uniquely positioned to do so based on our knowledge of and experience in Florida.

#### ***Phase I: Needs Assessment / Information Gathering***

- March 1<sup>st</sup>: CB&A begins meeting with the Commission Members and other stake holders to understand the job and its challenges.
- March 14<sup>th</sup>: CB&A submits the draft of the full recruitment profile to the Town for its review.
- March 21<sup>st</sup>: Town provides comments on the recruitment profile.

#### ***Phase II: Recruiting***

- March 24<sup>th</sup>: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to almost 14,000 local government professionals.
- April 21<sup>st</sup>: Closing date for submission of applications.
- April 26<sup>th</sup>: CB&A reports on the results of the recruitment.

#### ***Phase III: Screening, Reference Checks and Credential Verification***

- May 22<sup>nd</sup>: CB&A forwards its reports and materials to the Town for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background and Internet/newspaper archives/social media checks.
- May 30<sup>th</sup>: Town selects approximately five finalists and an alternate to interview.

#### ***Phase IV: Interview Process Coordination and Town Manager Selection***

- June 8<sup>th</sup>: Town holds reception for the finalists.
- June 9<sup>th</sup>: One-on-one and full Commission interviews and decision.

#### ***Phase V: Negotiation, Warranty & Continuing Assistance***

- Post-Selection: CB&A works with Town representatives and the selected candidate on an employment agreement.



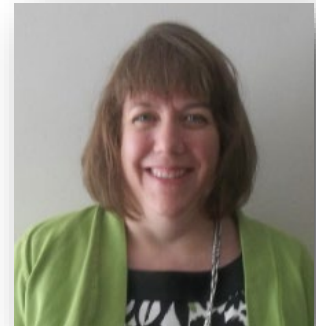
#### *Project Team and Involvement*

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

**Colin Baenziger** will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



**Lynelle Klein**, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an Associate's Degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



**Stephen Sorrell**, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



### ***III. Proposed Project Team*** *(continued)*

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**Rick Conner**, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas. In his spare time, he invents scuba diving equipment and accessories.





## IV. References

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### ***Town Manager, Bay Harbor Islands, FL (population 5,938)***

**Contact:** Former Mayor and current Councilmember Stephanie Bruder at (305) 866-6241, or [sbruder@bayharborislands-fl.gov](mailto:sbruder@bayharborislands-fl.gov)



CB&A began its work in May of 2020 to find Bay Harbor Islands’ next Town Manager. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the Town to interview. Through our targeted marketing and outreach efforts, we were able to bring an excellent pool of candidates to the Town. After careful deliberation, the Town selected *Maria Lasday, formerly the Village Manager for Bannockburn Village, IL* in August 2020. Ms. Lasday remains with the Village and is highly respected.

### ***City Manager, Clewiston, FL (population 7,943)***

**Contact:** Commissioner Mali Gardner at 863-983-1484, or [Mali.Gardner@clewiston-fl.gov](mailto:Mali.Gardner@clewiston-fl.gov)



CB&A was hired in February 2019 to find Clewiston’s next City Manager. We advertised the position, met with the Council and staff to learn what they were looking for, interviewed candidates, completed background checks, and recommended ten candidates to the City. The City eliminated four of the ten candidates and asked us to readvertise the position to add to the pool. We extended the application deadline, as requested and presented additional candidates to them for consideration. The individual they hired was included in the first ten candidates that we recommended. *Randy Martin, former Interim Manager for Emerald Isle, NC*, was selected in June 2019 and he remains with the City.

### ***City Manager, Fruitland Park, FL (population 4,000)***

**Contact:** Commissioner Chris Bell at (352) 326-4291 or [cbell@fruitlandpark.org](mailto:cbell@fruitlandpark.org)



CB&A was hired in mid-July 2013 to find Fruitland Park’s next **City Manager**. Rick Conner, CB&A’s Senior Vice President assumed the Interim City Manager role in order to assist the City, stabilize the situation, and coordinate the recruitment. The process was challenging, but through extensive outreach efforts, CB&A fielded an excellent group of high quality candidates for the position, performed background checks, coordinated the interview process, and assisted the City in selecting *Gary LaVenía, former City Manager of Maple Shade, NJ*. By all reports, the City is exceptionally pleased with the placements. Mr. LaVenía remains with the City.

**IV. References** (continued)

**City Manager, Mascotte, FL (population 6,447)**

**Contact:** Mayor Steven Sheffield at 352-536-4758, or  
[Steven.Sheffield@CityofMascotte.com](mailto:Steven.Sheffield@CityofMascotte.com)

CB&A began work in January 2021. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. The process took longer than normal as Mascotte requested we host a citizen survey before we start the recruitment process. In addition, the selected candidate withdrew for personal reasons during contract negotiations and so we led a second recruitment process. *Annamarie Reno, former Township Manager for Richland Township, Michigan*, was selected on October 5, 2022. Ms. Reno remains with the City.



**City Manager, Orange City, FL (population 11,569)**

**Contact:** Mayor Gary Blair at (386) 775-5403 or  
[gblair@ourorangecity.com](mailto:gblair@ourorangecity.com)

CB&A began work in September 2015 to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Dale Arrington, former Assistant City Manager for DeLand, Florida*, was selected on January 9, 2016. The announcement of the selection led to applause from the audience waiting in council chambers. She remains with the City.



**City Manager, Sanibel, FL (population 7,319)**

**Contact:** Mayor Holly Smith at 239.707.4800, or  
[Holly.Smith@mysanibel.com](mailto:Holly.Smith@mysanibel.com)

CB&A was hired in July 2021 to find Sanibel’s next **City Manager**. Sanibel Island is unique because it incorporated in 1974 to protect the natural aspects of the area and the community’s small town feel. Sanibel was looking for a manager who would protect Sanibel for the long term and continue the goals in their vision statement. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing assistance with the contract negotiations. *Dana Souza, formerly the Interim City Manager of Naples, FL*, was selected in late September. Mr. Souza remains with the City.



**City Manager, Satellite Beach, FL (population 10,100)**

**Contact:** Former Mayor Frank Catino at (321) 223-7700, or  
[fcatino@satellitebeach.org](mailto:fcatino@satellitebeach.org)

Satellite Beach retained CB&A just after Christmas, 2012 to help find its next **City Manager**. We began work immediately by meeting with the Council Members and based on what we learned, we crafted a recruitment profile. We searched the country for outstanding candidates. Background checks were thorough and four finalists were selected. Interviews were held on March 15<sup>th</sup> and 16<sup>th</sup> and *Courtney Barker, formerly Executive Director of the Planning and Growth Management Department for Titusville, FL*, was selected on the March 21<sup>st</sup>. Ms. Barker remains with the City.



**City Manager, St. Pete Beach, FL (population 9,700)**

**Contact:** Mayor Al Johnson at (727) 543-2794  
or [ajohnson@stpetebeach.org](mailto:ajohnson@stpetebeach.org)

We began our work in November of 2018 to find the next City Manager for St. Pete Beach. Located on a barrier island in the Gulf of Mexico just west of Tampa/St. Petersburg in Pinellas County, St. Pete Beach is a special place. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the county to interview. In February 2019 the Board selected *Alex Rey, formerly the Town Manager for Miami Lakes, FL*. Mr. Rey remains with the City and in 2021 he received unbridled praise along with a contract extension that included a 5% salary increase and a \$500 a month housing stipend.



**City Manager, West Park, FL (population 13,700)**

**Contact:** Former Mayor Eric Jones at (954) 410-8139

West Park is a relatively new city in Broward County, FL. CB&A began meeting with the City's elected officials on January 13, 2010 to find its next **City Administrator**. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A's finalists (which elongated the process slightly). Interviews were conducted on April 16<sup>th</sup> and 17<sup>th</sup> with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21<sup>st</sup> 2010. Mr. Balogun remains with the City.



**Candidate References**

While it is important to deliver what the Town expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from four of those candidates.

<b>Placement</b>	<b>Formerly</b>	<b>Recruited To Be</b>	<b>Contact at</b>
Dale Martin	City Manager Winchester, CT	City Manager Fernandina Beach, FL, in September 2015	(904) 557-5047 <a href="mailto:dmartin@fbfl.org">dmartin@fbfl.org</a>
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June, 2014, she left in March 2020 to become the Deputy City Manager for Greenville, SC, and then returned to Sandy Springs as the City Manager in January 2022	(404) 683-4816
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the Fairfax County, VA, CEO in January 2018	(843) 368-7458
Chris Morrill	Assistant City Manager, Savannah, GA	City Manager, Roanoke, VA Appointed December 2009 Hired as the Executive Director of the Government Finance Officers Association in February 2017	(843) 368-7458

**Fee**

CB&A offers a firm, fixed price of \$32,500, which includes all the expenses we will incur in the search with one exception. The Town will make a reservation and pay for one night’s stay for the CB&A representative in the same hotel as the finalists when they come to interview for the Town Manager position so we can help facilitate the final stage of the recruitment process. The only other expenses the Town will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the Town (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

<b>Requested Services</b>	
<b>Phase I:</b> Needs Analysis / Information Gathering	\$ 4,000
<b>Phase II:</b> Recruiting	14,000
<b>Phase III:</b> Screening	12,000
<b>Phase IV:</b> Interview Process Coordination and Selection	1,500
<b>Phase V:</b> Negotiation and Warranty	1,000
<b>Firm, Fixed Fee Total*</b>	<b>\$32,500</b>

If the Town asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

**Warranty**

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the Town.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.





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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Approval of Employment Contracts for Police Chief and City Clerk

**Background:** The City Council table this issue until changes could be made on certain areas of the employee agreements for the Police Chief and City Clerk. Changes were made to the resignation time period and to termination for cause section. If the Council does not approve the contracts then the employees fall under the personnel manual. For resignations, the employees can only give 2 weeks' notice.

The Council should consider employment agreements with the primary staff with the same provisions for resignation and "for cause".

**Staff Recommendation:** City Manager recommends approval of both agreements

**Suggested Motion:** I move we approve the Employment Agreements of the Police Chief and the City Clerk.

**Alternatives:** Do not approve either or both agreements

**Fiscal Impact:** As per the approved budget

**Attachments:** Employee Agreements

**City of Belle Isle, FL  
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into as of the \_\_\_ day of March, 2023, by and between the **CITY OF BELLE ISLE** (hereafter referred to as the "City"), a municipal organization organized and existing under the laws of the State of Florida, with its office located at City Hall Belle Isle, Florida and **TRAVIS GRIMM** (hereinafter referred to as the "Employee").

**NOW THEREFORE**, in consideration for the mutual covenants herein, the parties agree as follows:

**1. Employment and Duties:**

**A. Employment Duties:** The City hereby agrees to employ Employee as Police Chief, and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, the Employee shall devote his full time as Police Chief and carry out to the best of his ability all duties imposed on him by State of Florida, the City Charter, City Ordinances as they now exist, or from time to time may be changed by the City of Belle Isle, and such other duties as the City may from time to time require him. As the Police Chief of the City, Employee will report and be directly accessible to the City Manager. Employee shall maintain the law officer credentials necessary to carry out and perform the duties of a law enforcement officer and to serve as the City's Police Chief.

**B. Employment:** Employee shall remain in the exclusive employ of CITY and shall not accept other employment nor to become employed by any other employer with the exception of U.S. military service for which Employee made commitments prior to entering into this Agreement.

**2. Term:**

**A.** The term of employment under this Agreement will commence, March 7, 2023, and continue until terminated by either party as provided in paragraph 7 below.

**3. Compensation & Benefits:**

**A.** The City will pay Employee for all services rendered and performed hereunder a base salary of \$113,126.66 in equal installments paid bi-weekly (26 pay periods per annum).

**B.** Employee's job performance shall be reviewed and evaluated by the City Manager periodically under this Agreement and discussed with Employee by the City Manager.

**C.** Employee may also receive those salary cost-of-living adjustments and other benefit increases, which may be granted other employees. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

**4. Fringe Benefits:**

**A.** Employee shall be eligible for and participate in all fringe benefits uniformly provided to Employees of the City on the same basis and under the same conditions as said employees.

**B. Dues and Subscriptions:** Subject to the presentation of proper receipts or invoices and the appropriation of funds as part of the City's annual budget, City agrees to pay for the professional dues and subscriptions reasonably necessary for Employee's continuation and full participation in national, regional, state and local associations, organizations, memberships and subscriptions which Employee determines are necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City, which the City Manager, in his/her exclusive discretion, approves.

**C. Conventions:**

(1) City hereby agrees to budget and to pay the registration fees, out of the Tri-County area travel

and subsistence consistent with subparagraph 4(C) (3) below for attendance by Employee as a member in good standing to the annual meetings or conventions.

(2) Additionally, the City shall pay for all other meetings, seminars, and short courses attended by the Employee, which the City Manager, in his/her exclusive discretion, approves in advance. If attendance at such functions requires overnight travel and expense, the Employee shall be reimbursed in accordance with City policy.

(3) All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

**D. Automobile:**

Employee’s duties require that Employee shall have the exclusive use at all times during employment with the City of an automobile to carry out the business of the City. The City shall either provide the use of a City-owned vehicle or an automobile allowance of \$650/month for the use of said automobile for travel. If Employee elects to use the automobile allowance, Employee shall be responsible for paying for insurance, operation, maintenance, and vehicle repairs.

**5. Extent of Services and Hours of Work:**

Employee will devote his best efforts to performing his duties and responsibilities under this Agreement. It is recognized that the Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the Police Chief position. Except for approved paid time off, Employee must be available at all times and must devote a great deal of time outside the normal office hours to the business of the CITY. Nothing herein will limit Employee's right to make passive investments, to participate in charitable service and organizations, other community activities, and trade and professional organizations, or to undertake other activities which do not interfere with the performance of his duties hereunder, it is mutually agreed that his participation in charitable service, other community activities, and trade and professional organizations is to the benefit of the City. Employee’s compensation (whether salary or benefits) is not based on hours worked. Furthermore, the Employee’s position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

**6. Indemnification and Cooperation:**

**A.** To the extent permitted by law, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action for which the City is legally responsible for actions of Employee acting in his capacity as the Police Chief and which are within the scope of his authority and employment as Police Chief whether he is sued in his official capacity or as an individual, subject to applicable law and the City Charter and Ordinances, and any limitations contained therein.

**B.** In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the Police Chief of the City of Belle Isle, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail in said action. The City shall pay Employee's reasonable travel and subsistence expenses incurred away from his home outside the Tri-County area that is incurred in preparation for and actual discovery, settlement, and trial of all said matters.

**C.** Employee further agrees that unless required by law, he will not cooperate with or assist any party, person, or entity who has, had, or may have, or asserts that he has or may have any claim of any nature against the City, its agents, officers, employees, City members or representatives, without the express written permission of the City or its designee.

**7. Termination:**

**Termination by Employee:** The Employee may resign and terminate this Agreement upon forty-five (45) days written notice to the City. Should Employee resign his employment and terminate this Agreement:

**1.** Employee shall receive no severance pay or benefits under this Agreement, except as may be otherwise provided in the City Personnel Rules and Regulations applicable to him if he resigns his employment.



2. This Agreement (except for Paragraph 6, which shall remain in force and effect for as long as the law allows) shall be automatically canceled, and except as to those paragraphs that continue in effect, neither Employee nor the City shall have any further obligation one to the other under this Agreement or otherwise.

**B. Termination by the City:**

1. This Agreement may be terminated at any time, with or without cause, at the will and pleasure of the City Manager, subject to the conditions contained in Paragraph 7B (2).

2. Except as provided in Paragraph 7B (3) below, and subject to subparagraphs 7B (2) (c) and (d) below, if Employee is terminated, he shall be paid severance pay under the conditions set forth in subparagraphs 7B (2) (a) below. An offer by the City Manager to allow the Employee the opportunity to resign in lieu of termination voluntarily shall be considered a termination under and subject to the conditions set forth in this subparagraph 7B(2) below.

(a) The Employee shall receive severance pay equal to the maximum allowed by Florida law of the base salary (currently a maximum of twenty (20) weeks' pay under general law on the Effective Date of this Agreement) if terminated; provided; however, there shall be no severance pay due in cases of termination consistent with Paragraph 7B (3) or termination by the Employee.

(b) City shall continue to pay for the premium necessary to provide Employee group medical insurance for a period of twelve (12) weeks from the date of the Employee's termination under Section 7B, just as if he had remained actively employed during such period, but subject to the conditions set forth in subparagraph 7B(2)(d) and 7B (3) below.

(c) Employee shall comply with paragraphs 6B and 6C of this Agreement following termination of this Agreement.

(d) The City shall no longer be obligated to pay the premiums for Employee's group medical insurance under subparagraph 7B (2) (b) above once Employee has obtained employment with another employer who offers group medical insurance for which Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed).

(e) Upon termination of this Agreement, neither Employee nor the City shall have any obligation one to the other except (i) as set forth in Paragraph 6; (ii) for accrued benefits, if any, to which Employee is entitled under the City Personnel Rules and Regulations applicable to him as a terminated Employee; or (iii) as otherwise provided in this Agreement.

3. The City shall have no obligation to pay any severance pay or to provide Employee group medical insurance or other benefits under paragraph 7B (2) hereunder, unless otherwise required by law if Employee is terminated for any or a combination of the following:

1. Conviction of a felony; or
2. Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality); or
3. Misappropriation of public funds; or
4. Willful abandonment of duties consisting of the failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or
5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or
6. Violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, or

- 7. Use or possession of illegal drugs; or
- 8. Any illegal or unethical act involving personal gain; or
- 9. Gross misfeasance or gross malfeasance.
- 10. Any misconduct as defined by Section 443.036 (29) Florida Statutes.

**8. Notice of Consent:**

Any written or other notice required by this Agreement shall be deemed delivered as follows:

- A.** As to the City, when delivered by personal service to the City Clerk at the City Hall during the regular business hours of the City or by Certified or Registered mail to the City Clerk at the City Hall, said delivery is to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.
- B.** As to Employee, by personal service to him or via Certified or Registered mail to him at the most recent mailing address set forth in the City's personnel records.

**9. Miscellaneous:**

The City Personnel Rules and Regulations as they now exist or as they may be later modified by the City shall apply to Employee except when inconsistent with this Agreement or the City Charter.

The City Manager shall be the person with whom Employee shall coordinate with respect to off-duty time.

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled a reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.

No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

It is specifically acknowledged and agreed by the parties that this Agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein shall be construed or operate to provide to Employee upon termination or separation from the CITY, any benefits other than those set forth in Section 7 of this agreement.

The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of the Employee's death, any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City Personnel Rules and Regulations shall inure to the benefits of the Employee's heirs and executors to the same extent as all other City Employees.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

This Agreement supersedes any and all other understandings or agreements, whether written or oral and constitutes the complete and full agreement between the parties and may be modified only by, the written agreement of Employee and the City Manager.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first above written.

By:

\_\_\_\_\_  
Mayor Nicholas Fouraker

\_\_\_\_\_  
Travis Grimm, Employee

City of Belle Isle, FL  
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF BELLE ISLE** (hereafter referred to as the "City"), a municipal organization organized and existing under the laws of the State of Florida, with its office located at City Hall Belle Isle, Florida and **YOLANDA QUICENO** (hereinafter referred to as the "Employee").

NOW, THEREFORE, in consideration for the mutual covenants herein, the parties agree as follows:

**1. Employment and Duties:**

- A. **Employment Duties:** The City hereby agrees to employ Employee as City Clerk pursuant to Section 4.11, City of Belle Isle Charter, and Employee agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, the Employee shall devote her full time as City Clerk and carry out to the best of her ability all duties imposed on her by the City Charter, City Ordinances as they now exist, or from time to time may be changed by the City of Belle Isle, and such other duties as the City may from time to time require her.
- B. **At-Will Employee:** It is specifically acknowledged and agreed by the parties that this agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein shall be construed or operate to provide to Employee upon termination or separation from the City any benefits other than those set forth in Section 7 of this agreement.
- C. **City Manager:** Employee, who shall serve as the City Clerk of the City, shall report and be directly accessible to the City Manager.

**2. Term:**

- A. The term of employment under this Agreement will commence February 24, 2023, and continue until terminated by either party, as provided in paragraph 7 below.

**3. Compensation & Benefits:**

- A. The City will pay Employee for all services rendered and performed hereunder a base salary, eighty-five thousand three hundred forty-five dollars (\$85,345) in equal installments per annum, paid bi-weekly (26 pay periods per annum), or as otherwise mutually agreed. The Employee's base salary shall increase based on the cost-of-living increases (COLAs) and merit increases uniformly provided by the City that year.
- B. Employee's job performance shall be reviewed and evaluated by the City Manager periodically under this Agreement and discussed with Employee by the City Manager.
- C. Employee may also receive those salary cost-of-living adjustments, which may be granted to other employees. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council. It shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

**4. Fringe Benefits:**

- A. Employee shall be eligible for and participate in all fringe benefits uniformly provided to Employees of the City on the same basis and under the same conditions as said employees.
- B. Paid Time-off (PTO) Benefits  
The City Clerk has been employed since October 2008 and shall accrue PTO at the rate established in the Personnel Manual by the length of service of 9:00 hours a pay period (in addition to recognized regular and floating City Holidays). At any time during the term of this Agreement, the City Clerk shall be entitled to cash-out accrued PTO days, provided that at least 120 accrued PTO hours remain available. The amount paid to the City Clerk shall be

based on her annual base salary when the PTO hours are cashed out. Upon separation from employment, the City Clerk shall be paid for all accrued and unused PTO time available at that time.

- C. **Dues and Subscriptions:** Subject to the presentation of proper receipts or invoices and the appropriation of funds as part of the City's annual budget, City agrees to pay for the professional dues and subscriptions reasonably necessary for Employee's continuation and full participation in national, regional, state, and local associations, organizations, memberships, and subscriptions which Employee determines are necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City, which the City Manager, in his/her exclusive discretion, approves.
- D. **Conventions:** (1) City hereby agrees to budget and to pay the registration fees, out of the Tri-County area travel and subsistence consistent with subparagraph 4(C)(3) below for attendance by Employee as a member in good standing to the annual meetings or conventions.  
 (2) Additionally, the City shall pay for all other meetings, seminars, and short courses attended by the Employee, which the City Manager, in his/her exclusive discretion, approves in advance. If attendance at such functions requires overnight travel and expense, the Employee shall be reimbursed in accordance with City policy.  
 (3) All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

**5. Extent of Services and Hours of Work:**

It is recognized that the City Clerk is expected to engage in the hours of work that are necessary to fulfill the obligations of the position and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Clerk will require. Subject to authorized paid time off, Employee will devote her best efforts to performing her duties and responsibilities under this Agreement.

Nothing herein will limit Employee's right to make passive investments, to participate in charitable service and organizations, other community activities, and trade and professional organizations, or to undertake other activities which do not interfere with the performance of her duties hereunder, it is mutually agreed that her participation in charitable service, other community activities, and trade and professional organizations is to the benefit of the City.

Employee shall not otherwise be employed on a full or part-time basis without the prior written permission of the City Manager.

Employee to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one-hour lunch period), as set by the CITY and as may be duly revised from time to time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee compensation (salary or benefits) is not based on hours worked. Furthermore, the City Clerk position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), and the Employee shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA. The Employee is not eligible for compensatory time.

**6. Indemnification and Cooperation:**

- A. To the extent permitted by law, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action for which the City is legally responsible for actions of Employee acting in her capacity as the City Clerk and which are within the scope of her authority and employment as City Clerk whether she is

sued in her official capacity or as an individual, subject to applicable law and the City Charter and Ordinances, and any limitations contained therein.

- B. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Employee was the City Clerk of the City of Belle Isle, Employee will cooperate with the City and its counsel in assisting the City in every legal manner to prevail in said action. The City shall pay Employee's reasonable travel and subsistence expenses incurred away from her home outside the Tri-County area that is incurred in preparation for and actual discovery, settlement, and trial of all said matters.
- C. Employee further agrees that unless required by law, she will not cooperate with or assist any party, person, or entity who has had or may have, or asserts that she has or may have any claim of any nature against the City, its agents, officers, employees, City members or representatives, without the express written permission of the City or its designee.
- D.

**7. Termination:**

- A. Termination by Employee: The Employee may resign and terminate this Agreement upon forty-five (45) day's written notice to the City. Should Employee resign her employment and terminate this Agreement:
  - 1. Employee shall receive no severance pay or benefits under this Agreement, except as may be otherwise provided in the City Personnel Rules and Regulations applicable to Employee if they resign.
  - 2. This Agreement (except for Paragraph 6, which shall remain in force and effect for as long as the law allows) shall be automatically canceled, and except as to those paragraphs that continue in effect, neither Employee nor the City shall have any further obligation one to the other under this Agreement or otherwise.

**B. Termination by the City:**

- 1. This Agreement may be terminated at any time, with or without cause, at the will and pleasure of the City Council in accordance with Section 4.11 of the City Charter, subject to the conditions contained in Paragraph 7B(2).
- 2. Except as provided in Paragraph 7B (3) below, and subject to subparagraphs 7B(2) (c) and (d) below, if Employee is terminated, she shall be paid severance pay under the conditions outlined in subparagraphs 7B (2) (a) below. An offer by the City Manager to allow the Employee the opportunity to resign in lieu of termination voluntarily shall be considered a termination under and subject to the conditions outlined in this subparagraph 7B(2) below.
  - a. The Employee shall receive severance pay equal to the maximum allowed by Florida law of the base salary (currently a maximum of twenty (20) weeks' pay under general law on the Effective Date of this Agreement) if terminated; provided; however, there shall be no severance pay due in cases of termination consistent with Paragraph 7B(3) or termination by the Employee.
  - b. City shall continue to pay for the premium necessary to provide Employee group medical insurance for a period of twelve (12) weeks from the date of the Employee's termination under Section 7B, just as if she had remained actively employed during such period, but subject to the conditions set forth in subparagraph 7B(2)(d) and 7B(3) below.
  - c. Employee shall comply with paragraphs 6B and 6C of this Agreement following termination of this Agreement.
  - d. The City shall no longer be obligated to pay the premiums for Employee's group medical insurance under subparagraph 7B (2) (b) above once the employee has obtained employment with another employer who offers group medical insurance for

which Employee meets that employer's eligibility requirements (and assuming any waiting periods have passed).

- e. Upon termination of this Agreement, neither Employee nor the City shall have any obligation one to the other except (i) as outlined in Paragraph 6; (ii) for accrued benefits, if any, to which Employee is entitled under the City Personnel Rules and Regulations applicable to her as a terminated Employee; or (iii) as otherwise provided in this Agreement.
3. The City shall have no obligation to pay any severance pay or to provide Employee group medical insurance or other benefits under paragraph 7B(2) hereunder unless otherwise required by law if Employee is terminated for any or a combination of the following:
    1. Conviction of a felony; or
    2. Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality); or
    3. Misappropriation of public funds; or
    4. Willful abandonment of duties consisting of the failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or
    5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or
    6. Violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee have occurred, or
    7. Use or possession of illegal drugs; or
    8. Any illegal or unethical act involving personal gain; or
    9. Gross misfeasance or gross malfeasance.
    10. Any misconduct as defined by Section 443.036 (29) Florida Statutes or a violation of the code of ethics of the International Institute of Municipal Clerks (IIMC) and Florida Association of City Clerks (FACC).

**8. Notice of Consent:**

Any written or other notice required by this Agreement shall be deemed delivered as follows:

- A. As to the City, when delivered by personal service to the City Clerk at the City Hall during the regular business hours of the City or by Certified or Registered mail to the City Clerk at the City Hall, said delivery is to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.
- B. As to Employee, by personal service to her or via Certified or Registered mail to her at the most recent mailing address outlined in the City's personnel records.



**9. Miscellaneous:**

- A. The City Personnel Rules and Regulations as they now exist or may be later modified by the City shall apply to Employee except when inconsistent with this Agreement or the City Charter.
- B. The City Manager shall be the person with whom Employee shall coordinate with respect to off-duty time.
- C. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled a reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.
- D. No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- E. The Employee's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Employee's death, any accumulated but unused benefits to which an Employee's heirs and executors are entitled under the City Personnel Rules and Regulations shall inure to the benefits of the Employee's heirs and executors to the same extent as all other City Employees.
- F. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- G. This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties and may be modified only by the written agreement of Employee and the City Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**CITY OF BELLE ISLE, FLORIDA**

\_\_\_\_\_  
Nicholas Fouraker, Mayor

\_\_\_\_\_  
Bob Francis, City Manager

\_\_\_\_\_  
Yolanda Quiceno, Employee





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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Consideration of RV Parking Changes

**Background:** Council directed that the City staff look at language that would allow for a waiver or special exception to allow recreational equipment to park in the front yard. This change is being considered because there are some properties that do not allow side or rear yard parking of recreational equipment.

**Staff Recommendation:** Council to discuss changes and if acceptable move to draft an ordinance to incorporate the changes.

**Suggested Motion:** I move that we direct the staff to draft an ordinance for changes to the parking code that would allow exceptions to RV parking on residential property.

**Alternatives:** Keep the code as it is.

**Fiscal Impact:** N/A

**Attachments:** Changes to code for discussion

Council directed that the City staff look at language that would allow for a waiver or special exception to allow recreational equipment to park in the front yard. This change is being considered because there are some properties that do not allow side or rear yard parking of recreational equipment.

1. Recreational equipment includes recreational vehicles, boats, boat trailers, travel trailers, pickup campers or coaches, tent trailers or pop-out campers, houseboats, self-propelled van-type campers, motor homes and similar vehicles or items.

2. Recreational equipment may be parked in a parking area, on a plot in a residential zoning district if all of the following requirements are met:

(1) The plot has a dwelling upon it which was constructed prior to May 1, 1992.

(2) The recreational vehicle or trailer coach cannot pass between the dwelling and the side lot line because (i) the distance between the dwelling and the side lot line is too narrow, or (ii) a natural, non-man-made obstacle such as trees or a steep slope would make it impossible or unsafe.

2. Waiver

Any property owner who cannot meet the requirements of these sections, and would suffer a hardship if not allowed to park recreational equipment on his property, may apply to the city council for a waiver from the restrictions imposed by this section for a specified period of time. The City shall charge a fee, asset by the Council, to process the waiver request and notices of the public hearing on such waiver. The requested waiver shall only be granted for a one calendar year period and shall be reviewed on an annual basis. The City Clerk’s Office will be responsible for administration of the waivers

Limitations on a waiver: A person who is eligible for a waiver may utilize such waiver for only one of the following three: (i) one boat/boat trailer, or (ii) one recreational vehicle/ trailer coach, or (iii) one general use trailer.

A person who can park *any one* of the following three in compliance with the requirements of this section: (i) boat/boat trailer, or (ii) recreational vehicle/ trailer coach, or (iii) general use trailer, is not eligible to utilize a waiver. For example, a person who can park a recreational vehicle in the side- or rear-yard area in compliance with the code, but cannot park a general use trailer or boat/boat trailer in the areas required by the code is not eligible to utilize a waiver under this section.

When granted a waiver, the following restrictions shall apply:

- Recreational equipment. Recreational equipment, up to 25 feet in length may be parked in the front, side or rear yard of a residential zoning district but no closer than one foot to any abutting property line, provided such equipment is not parked within any right-of-way. Such recreational equipment shall not obstruct the visibility at intersections as defined in this code.
- Recreational equipment over 25 feet and less than 35 feet in length shall be parked in the rear yard but no closer than five feet to any abutting property line.

- Recreational equipment over 35 feet in length may be parked only in a garage, carport, or other area as approved by the city manager or his designee.

Upon obtaining a permit from the city manager or his designee, city residents may allow their guests to park a recreational vehicle, not for living purposes, for up to ten days in the driveway, or in the side or rear yard, provided that at least 30 days must elapse before such guest parking will be permitted on the same property.

## New Parking-101

On September 11, 2018, the City Commission by unanimous vote adopted Ordinance No. 2018-09 related to the parking and storage of certain vehicles on residential lots.

Lot Size	Total Number of Vehicles That can be Parked
Under 11,000 square feet	6
11,000 to 22,000 square feet	8
Over 22,000 Square Feet	8 and 1 more for every 10,000 square feet over 22,000, to a max of 12

**•Motor vehicles, RV's, boats, and trailers may be parked or stored on a residential lot only if that lot has a principal structure.**

**•When three or more adjacent residential lots are combined by the Property Appraiser, one bus, one truck, or one truck tractor may be parked or stored on there so long as it is at least 80% concealed.**

**•Up to two unregistered and unlicensed vehicles and boats may be parked on a residential lot.**

**•Vehicles under repair, maintenance, and disassembly must be covered with a non-transparent tarp in good condition.**

**•A boat on or anything else on a trailer is considered one vehicle.**

**•No vehicle or boat shall be parked on any public roadway zoned for residential use unless making a delivery, pick-up, or service activity.**

**•Parallel parking of motor vehicles is permitted on the berm, shoulder, or swale right-of-way area next to any residential lot.**

**•No vehicle or boat parked on a residential lot will interfere with the use of any sidewalk.**

**•On-duty or on-call wreckers are now permitted to be parked so long as they are parked on an improved surface.**

**•Vehicles parked for storage purposes is prohibited. Storage is when the vehicle has not been moved in five days.**

City Hall  
Property Standards  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286

Property Standards  
Phone: 941-429-7186  
Fax: 941-429-7195  
Email: ckozabo@cityofnorthport.com

G) Parking of one (1) recreational vehicle is permitted on a front driveway provided that the following conditions are met:

(1) There is no reasonable access to the rear or side yard. A lot shall be deemed to have reasonable access to the rear or side yard if:

(a) the side yards are ten (10) feet or more in width;

(b) there is less than ten (10) feet of difference in the elevation of the front and rear yards as measured at the front and rear lot lines; and

(c) there are no large trees (trunk four [4] inches in caliper DBH) or large shrubs (six [6] feet in height) in the side yards. Corner lots shall normally be deemed to have reasonable access to the rear yard. A fence shall not be deemed as preventing reasonable access.

(2) Inside parking is not possible.

(3) No part of the recreational vehicle shall extend over side yards, sidewalks or street right-of-way.

(a)

Recreation vehicles and private pleasure craft. Any owner of recreation vehicles and private pleasure craft may park or store such equipment on private residential property subject to the following conditions:

(1)

At no time shall such recreation vehicles or crafts be occupied or used for living, sleeping or housekeeping purposes.

(2)

Parking is permitted anywhere on a lot for loading and unloading purposes for a period not exceeding twenty-four (24) hours.

(3)

At no time shall recreation vehicles be connected to any utility service.

(4)

Parking is not permitted within a waterfront yard except for boats when provisions have been made to place the boat directly into the water from its place of parking.

(5)

a.

If such recreation vehicle or craft is parked or stored outside of an enclosed garage, it may be parked in any rear, side or corner yards; however, no more than one-third (1/3) of the recreation vehicle or craft shall extend past the front facade of the house, excluding the porch or any architectural feature. Such recreation vehicle or craft, including any trailers or equipment used to transport same, may be parked or stored a minimum of zero (0) feet from the side or rear property lines, and shall comply with the corner yard setback of the underlying zoning district.

b.

If it is not possible to park a recreation vehicle or craft in accordance with the provisions of subsection (5)a. above due to the existence of a tree or other natural feature or existing structural or mechanical equipment as shown on a sealed survey, then it shall be permissible to park such recreation vehicle or craft in the front yard, subject to the following limitations:

1.

The recreation vehicle or craft (including any trailer or equipment to transport the same) shall be setback ten (10) feet from the front property line.

2.

No recreation vehicle or craft shall be parked in a location in the front yard that causes a sight obstruction to any pedestrian or operator of any motor vehicle by either materially impeding or obstructing the visibility of oncoming traffic or the visibility of a lawfully placed traffic control device. In accordance with [section 27-283.5](#), visibility at intersections.

3.

No more than one (1) recreation vehicle (including private pleasure crafts) shall be parked in the front yard.

4.

The recreation vehicle or private pleasure crafts may only be parked within the front yard on an existing driveway area which was designed and intended to provide ingress and egress of vehicular traffic from the street.

5.

The height limitation on recreation vehicles and crafts shall be ten (10) feet and the length limitation shall be twenty-six (26) feet. Height shall be measured from the highest point of the vehicle or craft to the lowest point of the vehicle or craft, including all antennas, extensions, appurtenances and trailers (and extensions thereof). Length shall be measured from the longest distance from the front of the vehicle or craft to the back or end of the vehicle or craft, including all antennas, extensions, appurtenances and trailers (and extensions thereof).

c.

The VRB, ARC OR BLC, as applicable, is authorized to vary the limitations set forth in subsections b.1, b.3., b.4., and b.5. above in accordance with the criteria set forth in [section 27-80](#), [27-96](#) or [27-114](#), as applicable; however, the limitation set forth in subsection b.2. may not be varied.

(6)

If a craft is parked or stored outside of an enclosed garage, it shall be located on a trailer with tires, and if a recreation vehicle is parked or stored outside of an enclosed garage, it shall be on wheels.

(7)

All recreation vehicles, crafts and trailers parked anywhere on residential property shall be licensed in accordance with all laws of the State of Florida.



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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Discuss Changes to BIMC for Fences

**Background:** Commissioner Carugno, with approval from Council, requested a discussion take place on possible changes to the municipal code for fencing. The Planning and Zoning Commission previously discussed changes to the code and looked at a possible zoning overlay for fences and walls on Hoffner Avenue. No action was taken by the Commission.

If the Council directs changes to the code for fencing, then it will have to go to the Planning and Zoning Commission for review and action as fencing is part of the Land Development Code.

**Staff Recommendation:** Discuss what changes are being requested and move this to the Planning Commission for further review and action.

**Suggested Motion:** None needed, but direct that the changes be reviewed by the Planning Commission at their March meeting.

**Alternatives:** Do not make any changes

**Fiscal Impact:** N/A

**Attachments:** P&Z Meeting minutes

It is the intent of this Section to allow the continuation of such non-conforming fences and walls until they are discontinued as provided herein. However, it is not the intent of this Section to encourage the survival of non-conforming fences and walls and such fences and walls that are declared to be incompatible with permitted fences and walls within the City.

An existing fence or wall not allowed by this Section, except when required by law or ordinance, shall not be enlarged, extended, reconstructed, or structurally altered unless such fence is changed to comply with the requirements of this Section. Maintenance of a non-conforming fence will be allowed when this includes necessary repair and incidental alterations which do not expand or intensify the non-conformity.

Fences or walls that are currently in the City's right-of-way (ROW) may remain in place if the property owner executes a ROW agreement with the City.

Fences or walls, other than decorative fences and walls, may be erected, placed, or located in front yards not to exceed four (4) feet in height; except that fences and walls up to six (6) feet in height are permissible in front yards having a depth of at least seventy-five (75) feet or more, or where a fence or wall forms a logical connection, or is in-line, with a wall or fence on either side of an existing wall or fence on the adjacent property.

This section does not apply to fences in existence before the effective date of this Ordinance, except that on sale or transfer of the property on which a non-conforming fence is located, or except when the fence is declared a nuisance or hazard as determined by the City Manager, or the Manager's designee, such fence may be made to conform with the requirements of this chapter, or removed within 90 days of the closing or transfer or declaration of the fence as a nuisance or hazard.

Any non-conforming fence may be repaired like-for-like in height, location and material, up to 75% of the overall linear footage of any the total non-conforming section. A section shall be defined as that portion of the fence or wall located on a given property line. The City Manager, or the Manager's designee, can approve repair to a non-conforming fence under that criteria.

Maintenance

- Maintenance of fences and walls shall comply with the following:
  - Fences and walls shall be maintained in good order and repair.
  - Painted surfaces of fences, walls, and other surfaces associated with fences and/or walls shall not be faded and shall be free of discoloration, staining, or peeling.
  - Surfaces of a wall or fence shall be cleaned or repainted if either of the following occurs:
    - When 20% or more of the surface is stained or discolored; or
    - When 15% or more of the paint is peeling off the surface.
- All fences, walls or other similar structures erected in any residential district shall be maintained by the property owner. Property owners shall be responsible for maintaining the appearance of the fence, wall, or other similar structure in a manner that there are no missing boards or slats, cracks, open gaps, leaning sections, crooked



posts, missing blocks or bricks, cracked or crumbling blocks or bricks and to maintain the structural integrity of the fence, wall or similar structure. Any broken, missing, deteriorated, dilapidated, or otherwise damaged portion of a fence, including boards, posts, slats, rails, stiles, structural members or elements, or fittings and any broken, chipped, missing, deteriorated, dilapidated, or otherwise damaged portion of walls shall be replaced.

- Fences and walls shall be maintained in an upright and vertical position, shall not be allowed to lean or to otherwise be out of plumb, and not have the hedge and vegetation material support the fencing. Fence rails and posts shall be structurally sound and shall not be bent, twisted, warped, or otherwise misshaped. Fences shall not be propped up to prevent the fence from falling.
- A building permit shall be required for repair to a fence or wall when the damage exceeds 25%, or more, of the length of the fence or wall section. A section shall be defined as that portion of the fence or wall located on a given property line. The replaced section of the fence or wall shall match the color and material of the existing fence or wall.
- The finished side of all fences shall face the street or adjacent property.

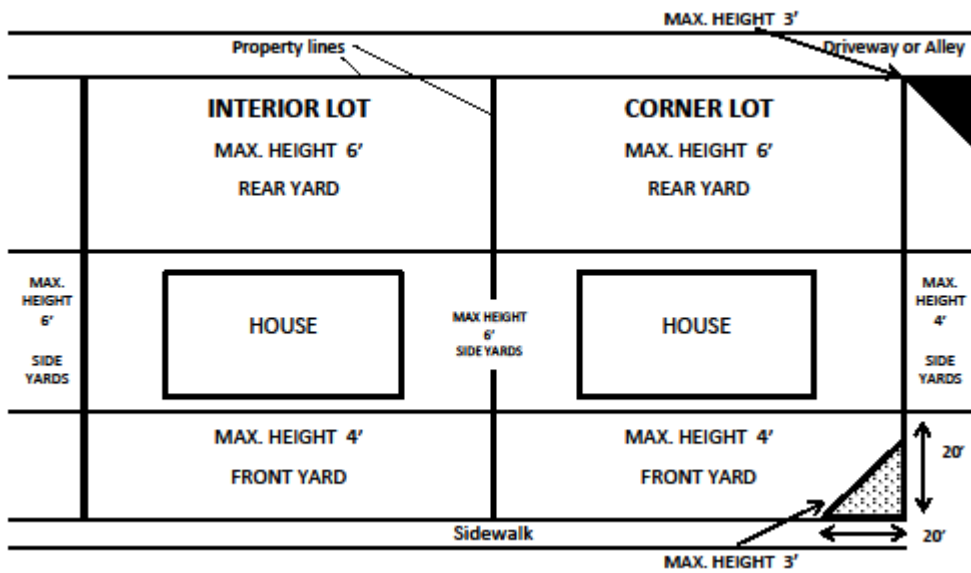
Fence height shall be measured from highest elevation of the ground on either side of the fence. There shall be no more than a 2-inch gap between the ground and the bottom of the fence section.

Civil disputes over the location of a fence or wall at adjoining private properties are not within the enforcement authority of the City to resolve.

### **Front Yard Types and Materials**

1. Front yard fences shall be see-through type fence to avoid vision obstructions. The maximum opacity for fencing in the front yard is 75% (25% of fence must be open, meaning the gaps between boards)
2. Fences may be wood, vinyl or decorative metal
3. Chain-link fences are not permitted in the front yard
4. Front yard fences and walls shall not exceed a height of four feet, except as described in Section \_\_\_\_ above.
5. Fences, if located on a side yard line in the front yard, shall be no more than 4 feet high.

*If the changes are adopted, recommend that diagrams be added to the code for clarity, such as:*





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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Appointment to the Orange County Tourist Development Tax Advisory Board

**Background:** Orange County is requesting that the City appoint a citizen to the Orange County Tourist Development Tax (TDT) Advisory Board.

The Board members will receive extensive education and information on the TDT, Florida Statutes covering its uses, the economic impact of previous projects, presentations by organizations that may be seeking future funds and listening to public comments.

The City received letters of interest from the following individuals:

- 1. Jamilza Collazo
- 2. George Rodon
- 3. Pete Clarke

**Staff Recommendation:** Consider the candidates and make an appointment

**Suggested Motion:** I move we appoint (Name) to the Orange County Tourist Development Tax Advisory Board.

**Alternatives:** Do not make the appointment at this meeting and review candidates further.

**Fiscal Impact:** N/A

**Attachments:** Letters of interest from Candidates

# BIO

Jamilza Enid Collazo has an extensive experience in health, retail, restaurants, hospitality, leadership and entrepreneurship for the past 25 years. Dedicated for the past 25 years to the community as a Licensed Optician, while successfully dedicating time to build, grow and developed 2 LOCAL restaurants in Orange County, making her a valuable member of this City/Town.

Mrs. Collazo has been a resident of the City of Belle Isle, FL since 2020. Her experiences in the health field includes local Ophthalmologist practice like Florida Eye Clinic and Sam's/Walmart Corporation where she has worked directly with patient care.

Mrs. Collazo just recently retired from the health field industry to dedicate herself to her 2 restaurants where she co-owns alongside her husband, Chef John Collazo; BAD AS'S SANDWICH & their newest concept; BAD AS'S BURGERS, both born right here, in our City Beautiful.

Mrs. Collazo is looking forward to an opportunity where diversity and inclusion are welcomed with open arms. Given her background, past and present experiences with the community/hospitality industry, she will be a great candidate and asset to represent with dignity and responsibly our City of Belle Isle, FL.

March 17, 2023

Yolanda Quiceno  
City Clerk  
City of Belle Isle

Dear Ms. Quiceno:

I hope this letter finds you doing well. Thank you for the opportunity to submit a letter of interest regarding the TDT Advisory Board being established by Orange County Mayor Jerry Demings.

It would be an honor to serve as the member representing the City of Belle Isle.

Throughout the years, the TDT has been a constant subject of both interest and controversy regarding its purpose and use. This was certainly the case during the more than 20 years that I served our community as an appointed Orange County official and as an elected County Commissioner. The TDT's primary use is to meet the debt obligations of the Convention Center and provide a funding stream for O&M and Capital Improvements.

Locally, questions have been broached regarding the use of these funds for roads and schools, as is done in Las Vegas. Further, these funds have been used to construct sporting venues for professional teams that do not necessarily impact the majority of our residents. Other counties have used TDT to fund law enforcement and water body clean-up so precedents exist in a variety of uses.

The question of how this impacts our smaller cities like Belle Isle is one that has no quick answer. I believe this should and will be a part of the deliberation, and would be discussed with Belle Isle officials and the community.

My extensive prior experience, understanding and exposure to TDT and its intricacies will serve our Belle Isle community well on this Advisory Board, and allow me to be a knowledgeable and active voice and advocate for Belle Isle.

I have owned our home at 7600 Daetwyler Drive since 1998. I lived there for many years before marrying my wife, Cathie and, after extensive renovations, we are within weeks of moving back in.

Thank you for this consideration, and either way I will continue to ensure our City has a voice in these matters.

Sincerely,

Pete Clarke  
407.376.5894  
peteclarked3@gmail.com

**Yolanda Quiceno**

---

**From:** George Rodon <george.rodon@gmail.com>  
**Sent:** Wednesday, March 8, 2023 5:49 PM  
**To:** Yolanda Quiceno  
**Subject:** Tourist Development Tax Citizen Advisory Task Force

> Ms. Quiceno:

> I write to express my interest in serving as Belle Isle’s representative on the Tourist Development Tax (TDT) Advisory Task Force.

>

> I humbly submit that my background qualifies me to be a valuable member of the Task Force representing our great city.

>

> I served as Chief of Staff for Orange County Mayors Chapin, Martínez and Crotty. I also held the position of Orange County’s Director of Trade, Tourism and Economic Development for over ten years.

>

> While I am intimately familiar with the TDT, I can assure Mayor Fouraker and Council members that I bring no agenda in my offer to serve. I would, if selected, look at my service through the prism of the residents of our community. I would work in the interest of our City and of the citizens of Orange County.

>

> If I am honored to be selected to represent the City of Belle Isle, I would commit to report back to the City Council when asked and to keep City officials fully informed of activities relating to the Task Force.

>

> Respectfully submitted,

>

> George A. Rodon  
> 3531 Edlingham Court  
> Belle Isle, Florida 32812  
> 407-281-4052 (h)  
> 407-702-7667 (c)  
> george.rodon@gmail.com



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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Appointment to MetroPlan Orlando Transportation System and Operations Committee (TSMO)

**Background:** MetroPlan Orlando is required by their bylaws to contact municipalities to reaffirm their intent to participate as a member of the TSMO Committee. The City has a voting membership to the TSMO Committee.

**Staff Recommendation:** Appoint the Public Works Director to the TSMO Committee.

**Suggested Motion:** I move we appoint Phil Price to the Transportation Systems Management and Operation Committee.

**Alternatives:** None

**Fiscal Impact:** None

**Attachments:** None



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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Declaration of Surplus Property

**Background:** In accordance with Section 2-221 of the BIMC, the city council shall have the discretion to classify as surplus any of the city's property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Any such determination of the council that such property is surplus shall also estimate the value of such property.

In accordance with Section 2-223 of the BIMC, if the council has estimated property which it has determined to be surplus to be of some commercial value, but such value does not exceed \$100.00, the city manager shall dispose of such property in any reasonable manner which the city manager, in the city manager's sole discretion, determines will bring the greatest price.

The equipment is a binding machine.

**Staff Recommendation:** Declare the attached list as surplus

**Suggested Motion:** I move we declare the binding machine to be surplus and to direct the City Manager to dispose of the surplus according to the BIMC.

**Alternatives:** None

**Fiscal Impact:** \$100 or less for each item

**Attachments:** Memo from City Clerk





# CITY OF BELLE ISLE

Yolanda Quiceno d.  
City Clerk  
yquiceno@belleislefl.gov

## ADMINISTRATION OFFICE

City Hall  
1600 Nela Avenue  
Belle Isle, FL 32809

Office of the City Manager  
Administration  
407.851.7730 x105  
407.240.2222 fax

Finance Department  
407.851.7730 x104

Public Works  
689.500.3473

Code Enforcement  
407.849.8450

Police Department (PD)  
407.240.2473 Office


407.836.4357  
Non-Emergency

Website:  
www.belleislefl.gov

TO: Bob Francis, City Manager  
DATE: March 21, 2023  
RE: Surplus of Cell Phone and Misc. Office Equipment

The following equipment is either depreciating in value, in use, or not working.  
I am requesting authorization to surplus the following items,

Item	Serial #
Iphone	357641775521073
Plastic Binding Machine-obsolete	GBC Image 2000
Brother Typewrite-obsolete	ML100
Monroe Ultimate Calculator-not working	
City Clerk Acer Laptop—obsolete 2009	SN LXE-89060048
	SNID 81112444020

Approved  Deny



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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Staffing Study

**Background:** The Budget Committee recommended that the City conduct a staffing study to determine the appropriate level of staffing for the respective departments within the City organization to meet its operational requirements and help develop strategies that utilized staff resources in the most effective manner.

**Staff Recommendation:** Review the RFP and consider advertising the RFP or changing the RFP.

**Suggested Motion:** I move we direct the City Clerk to advertise the RFP for a staffing study

**Alternatives:** None

**Fiscal Impact:** TBD based on proposals received

**Attachments:** Draft RFP

**Request for Proposals  
Staffing Model Analysis  
City of Belle Isle, FL  
March 24, 2023**

**PROJECT OVERVIEW** - The City of Belle Isle is seeking proposals from qualified consultants to help determine the appropriate level of staffing for the respective departments/divisions within the City organization to meet its operational requirements and help develop strategies that utilized staff resources in the most effective manner.

**ABOUT THE CITY** – The City of Belle Isle is a Florida Home Rule City incorporated in 1924. The City Council consists of the Mayor and seven commissioners elected from the city by Districts. The City operates under a Council-Manager form of government. The city provides services to its citizens in the areas of general administration; public safety (police); planning and development; storm water, and sanitation (solid waste and recycling). Other services are contracted through Orange County.

The City of Belle Isle, approximate population 7,100, is located in Orange County, approximately 3 miles south of Orlando and 1 mile northwest of Orlando International Airport.

The City Manager serves as the Chief Executive Officer and is responsible for the proper administration of city government. The seven-member City Council establishes local laws, provides government policy and oversight, and approves the city budget.

The primary government provides a full range of services including general government administration, public safety, and public works. Additional information about the City is available at the City’s website: [www.cityofbelleisle.org](http://www.cityofbelleisle.org).

Current staffing of the City consists of a total of 40 full-time employees in the following areas:

- a. City Administration – 5 FTE  
City Manager, Finance Director and Finance Technician, City Clerk, City Planner, Administrative Specialist
- b. Police Department – 29 FTE  
Chief, Deputy Chief, Administrative Specialist, 2 Code Enforcement Officers; 24 uniform officers
- c. Public Works Department – 6 FTE  
Director of Public Works, Foreman, 4 public works technicians

**PURPOSE OF STUDY** - The City of Belle Isle seeks to enter into an agreement with one or more qualified individuals, firms, or corporations, “Consultant,” to provide professional consulting services and conduct a Staffing Model Analysis. The objective of this study is to analyze and advise regarding appropriate staffing levels and structure while maintaining sufficient staff to service citizens of the City.

**PROJECT DESCRIPTION** – The Consultant will conduct Staffing Model Analysis to include a review of the current conditions, evaluation of future service demands, and an analysis of opportunities for operational changes and process improvements that may further enhance customer services and achieve efficiencies within the departments while maintaining sufficient staffing to service citizens of Belle Isle.

The Consultant will review the operational components of the organization and management, resource management, policies and procedures, and service delivery. The operational components not only drive the service model, in accordance with best practice organizations, the City desires the outcomes below:

1. Efficiency – how well resources are being used;
2. Effectiveness – how well a process produces the desired outcome; and
3. Productivity – how much is produced based on the capacity to produce.

The study should provide a recommendation for by August 15, 2023, or earlier so changes may be programmed in the City’s annual budget for the FY 2023-2024.by August 15, 2023.

**SCOPE OF SERVICES-** The City of Belle Isle is seeking proposals from interested, qualified, and experienced consultants to conduct an in-depth assessment of the City’s current operations and provide a detailed Staffing Model Analysis and organizational and workflow/business processes optimization plan, which should incorporate the following components at a minimum:

1. Review job descriptions to be fully familiar with all positions, to include managers and supervisors; propose any recommendations for workflow and assignment efficiencies and deficiencies;
2. Assess staffing needs and optimized staffing levels based on current job operations. Identify any redundancies and opportunities for efficiencies in workflow processes, staffing and classification options, and other options;
3. Conduct an assessment of the City’s organizational mission, vision, goals and objectives, including performance-based outcome measures;
4. Review staffing and overtime history within the departments provided by the City;
5. Analyze processes and structures supporting the major department functions;
6. Review workload levels by department and classification for the City;
7. Assess the organizational effectiveness and operational performance levels of each department;
8. Identify any other possible organizational and operational process improvements;
9. Assess the gap between needs/standards and current performance;
10. Assist the City in identifying the external and internal factors that impact the City’s commitment to providing efficient and effective support operations;
11. Identify optimal staffing necessary to meet needs and formulate a staffing matrix for the future needs based on key growth and management components; and
12. Develop recommendations and a methodology for annual review and evaluation of the ongoing staffing and compensation needs of the City.

**PROPOSAL CONTENTS** – All proposals should include the following information:

1. Letter of submission with name, address, telephone number, and email address of person authorized to represent the firm.
2. Background information on the firm and outline of experience in the public sector staffing model analysis, including the names and contacts of other cities for which the firm has previously worked for reference purposes.

3. A narrative that presents the services the firm would provide detailing the approach, methodology and understanding of the project.
4. Identification of project lead and key personnel assigned to the project with resumes outlining related experience.
5. Total project cost with a breakdown detailing project tasks, associate hours and individual costs, recognizing the City may wish to add or delete services.
6. A comprehensive project timetable generally conforming to the City’s proposed timeline.
7. A statement that the consultant carries appropriate insurance for a firm conducting staffing studies. The City reserves the right to request additional insurance prior to any contract award.
8. The signature of an authorized individual to represent and sign on behalf of the firm. The proposal must be a firm offer for a ninety-day period.
9. Completion of the following City forms Attachments A-E:
10. Submit one signed original and one copy and an electronic copy on flash drive of this proposal to:

Yolanda Quiceno, City Clerk  
 1600 Nela Ave,  
 Belle Isle, FL 32809

***Proposals due by 3:00 p.m. on May 4, 2023***

**PROJECT TIMELINE** – The study should provide a recommendation for by August 15, 2023, or earlier so changes may be programmed in the City’s annual budget for the FY 2023-2024.

**BUDGET** – Proposed budget should provide the highest level of service at a reasonable cost. The budget should clearly identify City staff support assumptions.

**SELECTION PROCESS** – Each of the proposals received will be evaluated and determine if it meets the stated requirements. Failure to meet these requirements will be a cause for eliminating the consultant from further consideration.

The City shall not be liable in any way for any cost incurred by any consultant, or in the preparation of its proposal, in response to the RFP, nor for obtaining any required insurance.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities, and irregularities, to accept or reject all or part of any proposal, and to be the sole judge of the suitability and appropriateness of any proposals offered.

Initial evaluation of the proposals will made by the City Manager and Finance Director, who also is responsible for Human Resources. In addition to evaluating written proposals, oral interviews may be requested. Final selection will be made by the City Council at a regularly scheduled meeting, tentatively scheduled for August 22, 2023.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

1. Demonstrate understanding of the service requested.
2. Prior experience in performing similar work.
3. Qualifications of the firm and assigned individuals.
4. Methodology and scope of the proposed service.
5. Fees charged and cost effectiveness of the proposed service.
6. Reference check.

**MATERIALS, DOCUMENTS AND DATA** – It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this request of proposals, all reports, charts, and proposals or referencing information submitted, shall become the property of the City, and will not be returned.

**SELECTION TIMELINE** - Interested firms shall submit a Proposal to the City of Belle Isle, no later than 3:00 p.m. on May 4, 2023. Proposals shall be valid for 90 days. The anticipated timeline is as follows:

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Issue	March 23, 2023
Proposals Due	3:00 p.m. on May 4, 2023
Review By City Staff	May 5-8, 2023
Contractor Interviews (if needed)	May 10, 2023 – City Manager and Staff
Council Approval/Contract Award	May 16, 2023
Contract Executed/Work begins	May 18, 2023
Contract Completion	August 15, 2023

**SUPPLEMENTAL INFORMATION** – Questions concerning this request for proposals should be in writing (email preferred) and directed to:

Tracey Richardson, Director of Finance  
1600 Nela Ave.  
Belle Isle, FL 32809  
[trichardson@belleislefl.gov](mailto:trichardson@belleislefl.gov)  
(407) 851-7730

ATTACHMENT A

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person’s association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_ Personally known, or  
\_\_\_\_\_ Produced Identification

Type of ID Produced: \_\_\_\_\_

ATTACHMENT B

**NON-DEBARMENT AFFIDAVIT**

\_\_\_\_\_ Being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.



By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT C

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_.

Signature of Notary Public

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
Print Name and Title Company Name

certify that \_\_\_\_\_ does

not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

Must be executed and returned with attached proposal to be considered



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

**Meeting Date:** March 21, 2023

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Letter of support for legislative bill

**Background:** As a member of the PRM Board, Commissioner Smith received a request to sign a letter opposing Senate Bill 604 which would eliminate the Sovereign Immunity cap. Before he signs as a representative of the Council, I suggested he bring this before the Council to get Council support for him to sign since he represents the City on the PRM Board.

**Staff Recommendation:** Review the letter and determine if Commissioner Smith should sign it. If it opposes Senate Bill 604, the Council should consider authorizing him to sign as it could have a fiscal impact on the City if passed.

**Suggested Motion:** I move we authorize Commissioner Smith, as the City’s PRM Board representative to sign a letter opposing Senate Bill 604.

**Alternatives:** Do not authorize

**Fiscal Impact:** Possible future impacts if the bill passes

**Attachments:** Letter from PRM attorney and draft letter.

# ROPER & ROPER, P.A.

ATTORNEYS AT LAW

Est. 1996

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\*\*Licensed in FL, NE and OH

-----  
Beth Lewis, Florida Registered Paralegal  
Lindsey Blackburn, Paralegal  
Rachel Pritchard, Legal Assistant

Satellite office: Palatka, Florida

March 2, 2023

**Sent via email only**

PRM Board Members (GHT and P&C Pools)

Re: **Legal Update- Urgent Update, and Request of PRM Membership, Regarding Florida Legislation Concerning Increasing Sovereign Immunity Cap Limits.**

Dear Members,

Please allow this email to serve as a renewed request that our Members continue to actively oppose the current legislative attempts in both the Florida Senate and House of Representatives to increase, or in the case of one Bill to completely eliminate, the sovereign immunity tort cap limits of Florida Statute § 768.28(5).

Since our initial legal updates of February 18, 2022 and February 24, 2022, there has again been another flurry of lobbying attempts and Bills in the current 2023 legislative session that have proposed amendments to sect. 768.28(5) as set forth in Senate Bill 604 and House Bill 401. Currently, the latest iteration of Senate Bill 604 proposes an increased sovereign immunity tort cap limit would increase the cap limits from \$200,000 per person/\$300,000 per occurrence to \$400,000 per person/\$600,000 per occurrence.

House Bill 401, as of today however, is still seeking a complete elimination of the entire sovereign immunity cap.

As indicated above, these Bills are currently being negotiated and amended on an almost daily basis. However, PRM's Broker representative, Hasib Bangloria, has just advised PRM that if Senate Bill 604 is passed, it will result in increased premiums of no less than 15% to as much as 40% or even 50% premium increases, and that if the sovereign immunity cap elimination

envisioned by House Bill 401 is passed, it will result in premium increases of no less than 30% and as much as 100% or greater premium increases.

Therefore, ***we again strongly recommend that if you have not yet reached out to your respective Senators or House Representatives, please do so immediately to advise them of the detrimental impact these bills will have on your respective local governmental entity, and that you would request that they oppose any increase over the current sovereign immunity cap limits currently in place.*** In addition, we also recommend that if you have not already sent out PRM's sample letter to your Senators and Representatives recently in response to these pending Bills, that you do so now.

Thank you for your urgent attention to this matter. We will attempt to keep you apprised of any significant changes or outcomes regarding these bills as the legislative session comes to a close. Should you have any questions, please do not hesitate to contact me. Thank you, and I remain,

Very truly yours



DONOVAN A. ROPER

DAR/lb

cc: Robbie Chartier, PRM  
Tia O'Neil, PRM  
Brian Holobicky, PRM  
Steve Gailbreath, PRM  
Renee Hudson, PRM  
Mary Ann Whitney, PRM  
Michelle Faulkner, PRM  
Hasib Bangloria, WRM

*Sent via email only in WORD format*

Dear (Senator or Representative \_\_\_\_\_),

Please allow this letter to serve as an urgent request on behalf of \_\_\_\_\_(PRM MEMBER)\_\_\_\_\_ regarding our urgent and grave concerns regarding current House Bill proposing to completely eliminate the Sovereign Immunity cap, and Senate Bill 604, proposing to increase the sovereign immunity cap from \$200,000/\$300,000 up to \$400,000/\$600,000, both of which are currently being evaluated in the Senate and House subcommittees.

As it pertains to both bills, each of these bills would either increase the sovereign immunity tort cap limit from the current \$200,000 per person/\$300,000 per occurrence limit, up to the sum of \$400,000 per person and with \$600,000 per occurrence limit, or in the case of HB 401, the monetary cap would be completely eliminated. Due to the fact that these bills will increase our governmental entity’s economic exposure for tort claims by a minimum of between 15% - 40% for Senate Bill 604, and by a minimum of between 30% - 100% for House Bill 401 if the sovereign immunity cap is completely eliminated, these bills will have both have a tremendously adverse economic impact for our entity, and also its residents, due to necessary and significant tax increases, increased liability coverage premiums, increase in litigation against the \_\_\_\_\_(PRM MEMBER)\_\_\_\_\_, as well as a potential reduction in services by \_\_\_\_\_(PRM MEMBER)\_\_\_\_\_ in order to reduce adverse liability exposures.

In addition, Senate Bill 604 and House Bill 401 seek to link the sovereign immunity tort cap limit to the Consumer Price Index (CPI) and which would essentially increase our sovereign immunity liability exposure each and every year going forward.

As you may be aware, \_\_\_(PRM MEMBER)\_\_\_\_\_ is a member of a self-insured intergovernmental risk pool, as are many other local governmental entities, special taxing districts and charter schools, and is a member of, and utilizes, a self-insurance fund for the very purpose of limiting our economic exposure to tort litigation due to the high costs of securing insurance in the open market. In addition, \_\_\_\_\_(PRM MEMBER)\_\_\_\_\_, through its self-insurance fund, also secures excess insurance above and beyond its self-insurance retention levels. Senate Bill 604 and House Bill 401 would therefore have both an adverse impact upon \_\_\_(PRM MEMBER)\_\_\_\_\_ both in an increased economic exposure for adverse civil judgments and/or settlements of tort claims, but will also likely see a substantial increase in insurance premiums from our excess carriers.

\_\_\_(PRM MEMBER)\_\_\_\_\_, as well as most other local governmental entities, special districts and charter schools, are already facing difficult, if not impossible, budgeting issues to provide current services along with repairing and maintaining or replacing current infrastructure projects. Should Senate Bill 604 or House Bill 401 pass, already overstretched tax dollars will be further restricted to cover increased tort liability exposure and insurance costs, and may very well result in \_\_\_(PRM MEMBER)\_\_\_\_\_ or other local governmental entities having to reduce or restrict their programs and services to only those deemed necessary and/or mandatory in order to both limit tort liability from the general public, and to reduce expenditures in order to ensure sufficient funds to be on hand due to the increase in sovereign immunity cap limits.



Although Senate Bill 604 and House Bill 401 were submitted to potentially reduce claims bills going before the Florida Legislature, the sovereign immunity cap limits currently in place serve as a very important restriction and minimization of lawsuits against \_\_\_\_ (PRM MEMBER) \_\_\_\_\_, the State of Florida, and all other local governmental entities, while still providing a sufficient remedy in tort for an injured/damaged Plaintiff, but without providing either a windfall, or incentive to sue the government while it is carrying out its necessary governmental functions.

We therefore strongly ask and encourage you to oppose Senate Bill 604 and House Bill 401, or any subsequent amendment which would alter \_\_\_\_ (PRM MEMBER) \_\_\_\_\_'s overall liability, economic exposures or increase the current sovereign immunity cap limits currently being imposed by Fla. Stat. § 768.28.

These bills would have a significant fiscal impact on the state and local governments, including \_\_\_\_ (PRM MEMBER) \_\_\_\_\_, and would result in severely increased liability exposure for the following reasons:

- Increased number of civil claims filed against local governmental entities;
- Waiver of sovereign immunity and the sovereign immunity tort cap limit and permitting recovery of potentially unlimited monetary damages, including punitive damages;
- Exposure to prevailing party attorney fees;
- Exposure to prevailing party expert witness fees;
- Exposure to punitive damage awards.

Thank you again for allowing us this opportunity to speak with you and raise these dire concerns regarding these proposed Bills. Should you wish to speak further, please do not hesitate to contact me. I remain,

Sincerely,

(Signature Block of Member Representative)

Cc: Governor DeSantis