



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Ave, Belle Isle FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, January 18, 2022 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor, District 6 Commissioner – Jim Partin

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

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Commissioner Carugno, District 2
3. **Consent Items** - These items are considered routine and have been previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. Any item removed from the Consent Agenda would be considered for consideration following the remainder of the Consent Agenda.
 - a. **Resolution 22-01:** A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AUTHORIZING COUNCIL MEMBERS AND THE MAYOR AS SIGNATORIES ON THE CITY CHECKING ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
 - b. Monthly Reports-December 2021: Red Light Camera, BIPD Case Log, NAV Board Report and Fire Unit Responses
4. **Citizen's Comments - Persons desiring to address the Council MUST complete and provide the City Clerk a yellow "Request to Speak" form located by the door.** After being recognized by the Mayor, persons are asked to come forward, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff, or audience. **Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes.** Questions will be referred to staff and should be answered by staff within a reasonable period following the meeting date. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Thank you.
5. **Unfinished Business**
 - a. **Ordinance 21-16 - Second Reading and Adoption:** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, CREATING A NEW CHAPTER 17, CITY OF BELLE ISLE CODE OF ORDINANCES ESTABLISHING REQUIREMENTS FOR A PROPERTY ASSESSED CLEAN ENERGY PROGRAM ("PACE"); PROVIDING FOR MULTIPLE, NON-EXCLUSIVE PACE PROGRAMS IN ORDER TO ALLOW FOR THIRD-PARTY ADMINISTRATORS TO ADMINISTER THE PACE PROGRAM WITHIN THE CITY PURSUANT TO STATE LAW AND THE REQUIREMENTS SET BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
 - b. Approval of Resolutions 22-03, 22-04, 22-05 and 22-06

Resolution 22-03: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT IN ORDER TO JOIN THE FLORIDA GREEN FINANCE AUTHORITY'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 22-04: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT, IN ORDER TO JOIN THE FLORIDA

"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 2

RESILIENCY AND ENERGY DISTRICT'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 22-05: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT, IN ORDER, TO JOIN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 22-06: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT, IN ORDER TO JOIN THE FLORIDA PACE FUNDING AGENCY PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- c. Ordinance 22-01 Second Reading and Adoption:** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, RELATED TO ANNEXATION; MAKING CERTAIN FINDINGS AND PROPOSING TO ANNEX THAT CERTAIN PROPERTY KNOWN AS SIENNA PLACE CONDOMINIUM CONSISTING OF ONE HUNDRED AND SIXTY-EIGHT (168) INDIVIDUAL CONDO UNITS AND THE COMMON ELEMENTS DESCRIBED IN THAT CERTAIN DECLARATION OF CONDOMINIUM RECORDED AT BOOK 0841, PAGE 1959-2091, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND GENERALLY LOCATED ADJACENT TO AND WEST OF SOUTH CONWAY ROAD, EAST OF THE EAST LINE OF LAKE CONWAY ESTATES SECTION SIX, AS RECORDED IN PLAT BOOK "Z" PAGE 17 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SOUTH OF THE SOUTH LINE OF LAKE CONWAY WOODS AS RECORDED IN PLAT BOOK 4 PAGES 41-42 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND NORTH OF HOFFER AVENUE; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF BELLE ISLE JURISDICTION OVER SAID PROPERTY; CALLING FOR A REFERENDUM TO BE HELD FOR ELECTOR APPROVAL OF THE ANNEXATION FOR ELECTORS RESIDED IN THE ANNEXED AREA; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.
 - d. Resolution 22-07 -** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A BALLOT QUESTION AND SUMMARY FOR THE ANNEXATION REFERENDUM REQUIRED BY ORDINANCE 22-01 CONCERNING THE ANNEXATION OF SIENNA PLACE CONDOMINIUM; AND PROVIDING FOR AN EFFECTIVE DATE.
 - e. Discussion of issues regarding Ordinance 21-15 -** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING ARTICLE VII OF CHAPTER 46 OF THE CITY'S LAND DEVELOPMENT CODE PERTAINING TO ROAD IMPACT FEES AND REPLACING SAME WITH NEW ARTICLE VII OF CHAPTER 46 OF THE LAND DEVELOPMENT CODE PERTAINING TO IMPACT FEES, THEREBY CREATING AND IMPOSING A NEW SYSTEM OF IMPACT FEES TO BE IMPOSED UPON DEVELOPMENT WITHIN THE CITY LIMITS; CREATING A NEW IMPACT FEE PROGRAM AND ADOPTING RELATED PROVISIONS PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT THEREOF; ADOPTING AN IMPACT FEE STUDY IN SUPPORT OF IMPACT FEES IMPOSED; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
- 6. New Business**
- a. Ordinance 22-02 - First Reading and Consideration:** Code Changes to Noise and Light Pollution: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 10, ARTICLE III SECTION OF THE BELLE ISLE CODE OF ORDINANCES REGULATING NOISE AND LIGHT POLLUTION; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND THE EFFECTIVE DATE OF THIS ORDINANCE.
 - b. Resolution 22-02 Declaring Surplus Property:** A RESOLUTION DECLARING SURPLUS CERTAIN CITY PROPERTY AND DIRECTING THE CITY MANAGER TO DISPOSE OF THE PROPERTY.
 - c.** Agreement to move Lancaster House
 - d.** Appointment of Canvassing Board
 - e.** Donation Request - CCA Febtoberfest
- 7. Attorney's Report**
- 8. City Manager's Report**
- a.** Issues Log
 - b.** Chief's Report
 - c.** Public Works Report
- 9. Mayor's Report**
- 10. Items from Council**
- 11. Adjournment**

RESOLUTION NO. 22-01

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AUTHORIZING COUNCIL MEMBERS AND THE MAYOR AS SIGNATORIES ON THE CITY CHECKING ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager is the Chief Administrative Officer of the City and responsible for the financial administration of all city funds and is the purchasing agent of the City with the responsibility of authorizing all expenditures of city monies; and

WHEREAS, the City Manager is hired by and works under the direction of the City Council; and

WHEREAS, the City Council determined it is in the best interest of the citizens of Belle Isle to require at least two signatures by authorized individuals on each check prepared and issued by the City at the direction of the City Manager or Finance Director.

WHEREAS, the authorized signatories on the City checking accounts requires periodic updating; and

WHEREAS, the City desires to remove Rick Miller and add Beth Lowell as a signatory for all bank accounts;

THEREFORE, the City Council of the City of Belle Isle, Florida hereby resolves:

Section 1. Recitals. That the findings and premises contained in the above preamble are hereby deemed to be true and correct.

Section 2. Authorized Signatories. The City Council hereby authorizes the following individuals as authorized signatories on the City checking accounts while such persons hold their respective term of office on the City Council:

- | | |
|------------------------------|----------------------------|
| Commissioner Ed Gold | Commissioner Beth Lowell |
| Commissioner Anthony Carugno | Commissioner James Partin |
| Commissioner Karl Shuck | Commissioner Sue Nielsen |
| Mayor Nicholas Fouraker | Commissioner Randy Holihan |

1 If and when an individual member of the City Council listed above is no longer on the City Council, such
2 member shall no longer be an authorized signatory for City checks and the City Manager and Finance
3 Director shall not accept such former member’s signature on any City check.

4 Section 3. Check Preparation. The City Manager, Finance Director or their respective City
5 employee designee are responsible for preparing or directing the preparation of all checks to be issued
6 by the City for signature by at least two of the authorized signatories set forth in Section 2 of this
7 Resolution. Without requirement upon the City’s bank(s) to verify both signatures, each check issued by
8 the City must bear the signature of at least two authorized signatories as confirmed by the City Manager,
9 Finance Director or their respective City employee designee. No individual listed in Section 2 of this
10 Resolution: (i) shall draft or direct the drafting or issuance of any City check, or (ii) has the authority to
11 draft or issue a counter check from any City bank account.

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

13 Section 5. Conflicts. This Resolution shall supersede and replace any conflicting resolutions to the
14 extent of the conflict.

15 Adopted by the City Council on this ____ day of _____ 2022.

17 _____
18 NICHOLAS FOURAKER, MAYOR

20 Attest: _____

21 Yolanda Quiceno, CMC-City Clerk

23 _____

24 Approved as to form and legality

25 City Attorney

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing
4 Resolution 22-01 was duly and legally passed and adopted by the Belle Isle City Council in session
5 assembled. At this session, a quorum of its members was present on the _____ day of _____
6 2022.

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9 Yolanda Quiceno, City Clerk

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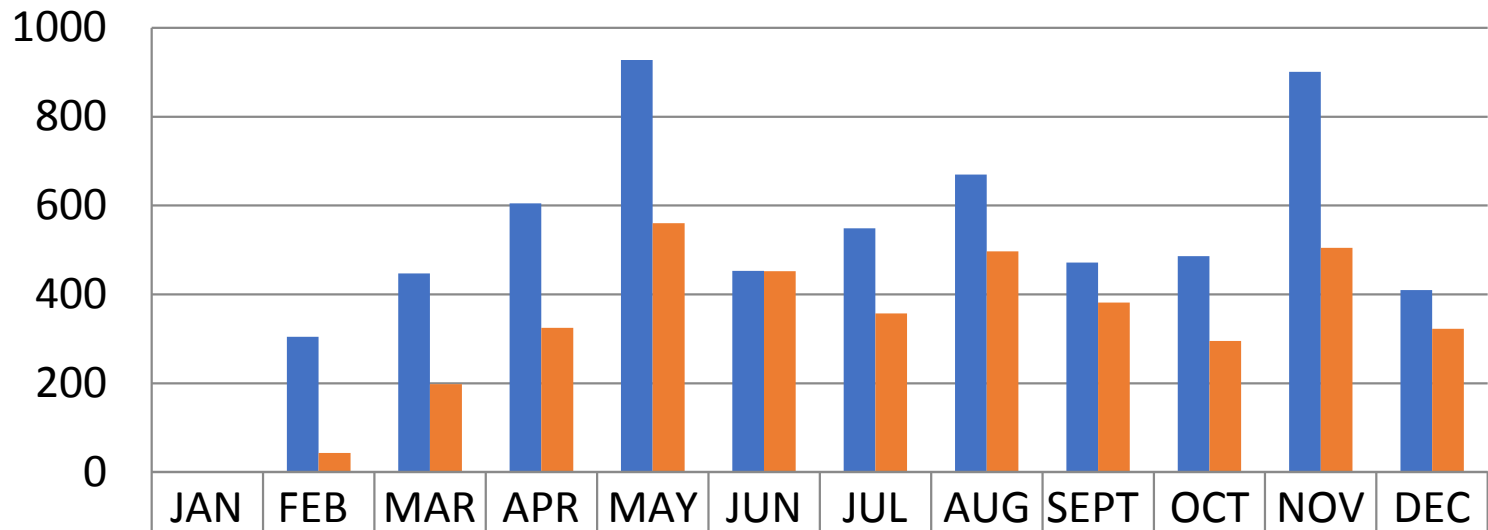
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Red Light Camera Citations Jan-Dec 2021



■ Citations Issued	0	305	447	605	928	453	549	670	472	486	901	410
■ Citations Paid	0	43	198	325	560	452	357	497	382	295	505	323



BELLE ISLE POLICE DEPARTMENT

1521 NEVA AVENUE, BELLE ISLE, FL 32809 * WWW.CITYOFBELLEISLEFL.ORG * TEL: 407-240-2473

TOTAL INCIDENTS BY DISTRICTS:	
TOTAL MONTHLY INCIDENTS	47
TOTAL MONTHLY JAIL	5
TOTAL MONTHLY NTA	0

D1	3
D2	10
D3	0
D4	26
D5	0
D6	1
D7	7

TOTAL YTD INCIDENTS	692
TOTAL YTD ARRESTS	140

KEY:
EC= Exceptionally cleared

DECEMBER 2021 CASES

2021 CASES	ADDRESS	DIST	INCIDENT	DATE	TIME	STATUS	SYNOPSIS
21-600751	MCCOY RD & DAETWYLER DR	D4	CAR ACCIDENT	12/1/2021	9:00 AM		HIT AND RUN
21-600752	1934 MCCOY RD	D4	TRESPASS WARNINGS	12/1/2021	10:32 AM		OWNER REQUEST
21-600753	4416 HOFFNER AVE	D7	LARCENY	12/1/2021	11:42 AM		STOLEN CREDIT CARD
21-600754	5219 PLEASURE ISLAND RD	D2	CAR ACCIDENT	12/1/2021	8:25 PM		DRIVER LOST CONTROL AND HIT TREE
21-600755	HANSEL AVE & OAK RIDGE RD	D2	CAR ACCIDENT	12/1/2021	11:13 PM		HIT AND RUN
21-600756	REDACTED	D7	ELDER ABUSE	12/2/2021	2:08 PM		DOMESTIC VIOLENCE
21-600757	3333 MCCOY RD	D4	CARRYING A CONCEALED FIREARM	12/3/2021	1:09 PM	JAIL	TRAFFIC STOP, TAG NOT ASSIGNED
21-600758	MCCOY RD W OF BOGGY CREEK RD	D4	CAR ACCIDENT	12/3/2021	8:35 AM		ACCIDENT WITH PEDESTRIAN
21-600759	3255 MCCOY RD	D4	MOTOR VEHICLE THEFT	12/3/2021	10:03 AM		VEHICLE MISSING FROM BUSINESS
21-600760	1934 MCCOY RD	D4	TRESPASS WARNING	12/4/2021	4:13 PM		OWNER REQUEST
21-600761	4400 HOFFNER AVE	D7	CRIMINAL CITATION	12/6/2021	12:52 PM		DWLS
21-600762	5103 MORTIER AVE	D1	CRIMINAL MISCHIEF	12/6/2021	4:44 PM		VICTIM DELCINED TO PROSECUTE
21-600763	E WALLACE ST & HANSEL AVE	D2	CAR ACCIDENT	12/7/2021	10:35 AM		FAILURE TO GIVE RIGHT OF WAY
21-600764	1934 MCCOY RD	D4	TRESPASS AFTER WARNING	12/8/2021	1:55 PM	JAIL	ARREST
21-600765	1900 JETPORT DR	D4	MOTOR VEHICLE THEFT	12/8/2021	8:06 PM		FROM BUSINESS
21-600766	MCCOY RD E OF DAETWYLER	D4	CAR ACCIDENT	12/10/2021	4:31 AM		REAR END COLLISION
21-600767	HANSEL AVE & WALLACE ST	D2	CAR ACCIDENT	12/10/2021	11:30 AM		CARELESS DRIVING
21-600768	REDACTED	D1	AGGRAVATED BATTERY	12/10/2021	12:00 AM	JAIL	DOMESTIC VIOLENCE
21-600769	2601 MCCOY RD	D4	MISSING PERSON	12/22/2021	12:17 AM		RECOVERED
21-600770	NUMBER PULLED IN ERROR	X	PULLED IN ERROR				PULLED IN ERROR
21-600771	HOFFNER AVE E OF GRAMONT	D1	DUI-FELONY	12/11/2021	2:00 PM	JAIL	CAR ACCIDENT
21-600772	REDACTED	D4	SEXUAL BATTERY, INFO	12/11/2021	7:14 PM		HUMAN TRAFFICKING
21-600773	1934 MCCOY RD	D4	CRIMINAL MISCHIEF	12/11/2021	9:44 PM		ARUGUMENT WITH PROPERTY DAMAGE
21-600774	HOFFNER AVE & MONET AVE	D7	DWLS, 3RD CONVICTION	12/12/2021		JAIL	TRAFFIC STOP, SPEEDING
21-600775	REDACTED	D7	BAKER ACT	12/12/2021	8:27 PM		MEDICAL CALL
21-600776	1934 MCCOY RD	D4	LARCENY, MOTOR VEHICLE PARTS	12/12/2021	10:18 PM		STOLEN TAG
21-600777	1934 MCCOY RD	D4	TRESPASS WARNINGS	12/12/2021	11:09 PM		OWNER REQUEST
21-600778	1903 HOFFNER AVE	D2	INFORMATION REPORT	12/13/2021	5:30 PM		POSSIBLE MISSING PERSON
21-600779	HANSEL AVE E OF WALLACE ST	D2	CAR ACCIDENT	12/13/2021	5:40 PM		CARELESS DRIVING
21-600780	2111 HOFFNER AVE	D2	INFORMATION REPORT	12/15/2021	11:52 AM		DEATH INVESTIGATION
21-600781	HANSEL AVE E OF OAK RIDGE RD	D2	CAR ACCIDENT	12/16/2021	11:20 AM		REAR END COLLISION
21-600782	1934 MCCOY RD	D4	TRESPASS WARNINGS	12/18/2021	5:48 PM		OWNER REQUEST
21-600783	1934 MCCOY RD	D4	CRIMINAL MISCHIEF	12/20/2021	11:52 PM		VICTIM DECLINED TO PROSECUTE
21-600784	1777 MCCOY RD	D4	INFORMATION REPORT	12/24/2021	1:55 AM		ABANDONED VEHICLE
21-600785	2323 MCCOY RD	D4	SEXUAL CYBERHARASSMENT	12/22/2021	4:28 AM		UNKNOWN SUSPECT
21-600786	2914 TRENTWOOD BLVD	D4	INFORMATION REPORT	12/22/2021	4:00 PM		ATTEMPTED FRUAD
21-600787	REDACTED	D6	INFORMATION REPORT	12/24/2021	8:59 AM		DEATH INVESTIGATION
21-600788	REDACTED	D2	BAKER ACT	12/24/2021	3:52 AM		MEDICAL CALL
21-600789	1934 MCCOY RD	D4	ARSON TO MOTOR VEHICLE	12/26/2021	2:33 PM		INVESTIGATION ONGOING
21-600790	MCCOY RD E OF DAETWYLER	D4	CAR ACCIDENT	12/27/2021	1:00 PM		CARELESS DRIVING
21-600791	4400 HOFFNER AVE	D7	LARCENY TO MOTOR VEHICLE	12/27/2021	9:45 PM		FORCED ENTRY, ITEMS TAKEN
21-600792	1934 MCCOY RD	D4	INFORMATION REPORT	12/28/2021	10:11 PM		NO CRIMINAL OFFENSE
21-600793	2635 MCCOY RD	D4	INFORMATION REPORT	12/29/2021	2:28 PM		VERBAL DISRUPTION
21-600794			WARRANT				
21-600795			WARRANT				
21-600796	1934 MCCOY RD	D4	TRESPSS WARNING	12/29/2021	7:10 PM		OWNER REQUEST
21-600797	1777 MCCOY RD	D4	MOTOR VEHICLE THEFT	12/30/2021	1:05 PM		FAILURE TO RETURN RENTED PROPERTY
21-600798	1875 MCCOY RD	D4	RETAIL THEFT	12/31/2021	3:52 PM		BEER THEFT
21-600799	5170 S CONWAY RD	D7	INFORMATION REPORT	12/31/2021	11:44 PM		RECOVERED MISSING PERSON
21-600800	REDACTED	D2	BAKER ACT	12/31/2020	7:51 PM		MEDICAL CALL



CITY OF BELLE ISLE, FL

1600 NELA AVENUE, BELLE ISLE, FL 32809 * TEL 407-851-7730

MEMORANDUM

From the Desk of Bob Francis, City Manager

To: Mayor and Council
Date: January 11, 2022
Re: Lake Conway Navigation Board Meeting

NOTE: This memo is to provide information only and is NOT an official record of the Lake Conway Navigation Board Meeting. Please refer to the Lake Conway Navigation Board adopted minutes for the official record.

Synopsis of the January 11, 2022 Lake Conway Navigation Board Meeting

- Public Comment: No Public Comments
- Comments from the Chairperson: No comments from the Chairperson
- Marine Patrol Report:
 - a. Reports of OCSO and BIPD are attached.
- Water Elevation Report: Report is attached
- EPD Report:
 - a. Lake Gatlin Alum Treatment Update: Ms. Urbanik stated that the 4th and final alum treatment will take place in late January. Once a date is known, she will let the Board know.
 - b. Canal Sediment Analysis Update: Ms. Urbanik stated that the final report is done and it was sent out for review by the Board. When asked what the process was for dredging, Ms. Urbanik stating that they have to look for a contractor and then get the property owners along the canals to sign a hold harmless agreement (100% of the property owners have to sign the agreement). Then the dredging can go out for bid. Ms. Urbanik estimates it could be anywhere from 6 months to 2 years. Mr. Evertsen calculated some rough numbers from the data he had and stated that it could be between \$650,000 and \$1 million to dredge the canals. More information will be provided as the process moves forward.

- c. Lake Conway Stormwater Study Project Update: Ms. Urbanik stated that Geosyntec Consultants were doing the scope of work on Wallace Project (#CON0460), Alsace/Monmart Project (#CON0270), and the Trentwood Project (#CON0290) and should be ready for the Board review at the February meeting.
- Advisory Member Reports:
 - a. Board Member Evertsen stated that he reviewed the street sweeping contract and sent a list of streets to Ms. Urbanik that may be added to the sweeping contract. This list included gated communities. Ms. Urbanik reported that the contractor stated he can sweep those streets in the gated communities if the contractor had the gate codes. Also, The County and HOAs would have to enter into an agreement for street sweeping before it can be done. The Board passed a motion to have this as an agenda item at the next meeting. A list with the additional curb miles and estimated cost based on the contract price will be presented. The Board will also address the quality of the services being provided by the contractor.
 - b. Mr. Evertsen asked if there was any report on hydrilla. He was waiting on a report so he could draft a letter to the FWC on pond weed or hydrilla. Ms. Urbanik would like the board members to contact her with their points for the letter and she will compile those and give the Board a draft letter to send to the FWC. The Board also asked if the FWC representative could come to the next meeting to discuss the issue. Ms. Urbanik will contact him.
- Non-Agenda Items:
 - a. Ms. Urbanik stated that the meeting location on Michigan was not available for the meetings in February and March and told the Board she is looking for a location. Commissioner Uribe gave a few suggestions to look at. After the meeting, I told Ms. Urbanik that they could use the City Council Chambers for the meeting if she needed it. She will contact me if needed.
 - b. Commissioner Uribe Informed the Board and attendees that the County is going through the redistricting process and that she is trying to get Orlando International Airport in her district so she can assist Belle Isle with the noise issues that they have been having. She will provide more information to the Cty of Belle Isle.
- The meeting adjourned at 7:10 PM.

Attachments

- Nav Board Agenda
- Minutes of December 14, 2021 Meeting
- BIPD & OCSO Marine Reports
- Lake Report
- Lake Conway Projects Report
- Nav Board 5-Year Budget

b.

**LAKE CONWAY WATER AND NAVIGATION CONTROL DISTRICT
ADVISORY BOARD REGULAR MEETING AGENDA**

**January 11, 2022 at 6:30 P.M.,
Orange County Facilities Management Training Room**

PLEDGE OF ALLEGIANCE

- I. Call Meeting to Order
- II. Approval of the Minutes
- III. Public Comment
- IV. Comments of the Chairman
- V. Marine Patrol Report
- VI. Lake Conway Water Elevation Report
- VII. Orange County EPD Report
 - Lake Gatlin Alum Treatment Update
 - Canal Sedimentation Analysis Report
 - Lake Conway Stormwater Study Project Update
- VIII. Advisory Board Member Report
 - Chair Dr. Elizabeth Nelson
 - Vice Chair Frances Guthrie
 - Bobby Lance
 - Micky Blackton
 - John Evertsen
- IX. Non - Agenda Items
- X. Meeting Adjourned

WHEN SPEAKING, PLEASE GIVE YOUR NAME AND ADDRESS

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or 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.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-3111.

Para mayor información en español, por favor llame al (407) 836-3111.

**Lake Conway Water and Navigation Control District
Advisory Board Regular Meeting
December 14, 2021 at 6:30 p.m.
Orange County Facilities Management Training Room**

Board Members Present: Dr. Elizabeth Nelson (Chair), Frances Guthrie (Vice Chair), Bobby Lance, and John Evertsen

Board Members Absent: Micky Blackton

Staff & Guests: Tara Urbanik, Orange County Environmental Protection Division (EPD); Corporal Bim Lowers, Orange County Sheriff’s Office (OCSO); City Manager Bob Francis, City of Belle Isle (City); Chief Laura Houston and Sergeant Jeremy Millis, Belle Isle Police Department (BIPD),

Residents: Randy Holihan, Karl Shuck, Cindy Lane, Adam Branom, John Hermann, and Holly Bobrowski

I. Call to Order

With a quorum present, Dr. Elizabeth Nelson called the meeting of the Lake Conway Water and Navigation Control District Advisory Board (Advisory Board) to order at 6:31 p.m.

II. Approval of the November 8, 2021 Meeting Minutes

Upon a motion by Frances Guthrie, seconded by John Evertsen, and carried with all present members voting AYE by voice vote, with Micky Blackton being absent; the Advisory Board approved the November 8, 2021 meeting minutes.

III. Public Comment on Propositions before the Advisory Board

Chair Dr. Nelson received one public comment request. Adam Branom, a resident on the Barby Lane canal, expressed his hope that the nav board will approve future maintenance dredging of the canals, and thanked law enforcement for their lake patrol efforts. Ms. Urbanik stated she is aware the City sent a letter to canal front residents, and in an effort to clarify any misinformation presented about Orange County, the County does not intend to require private residents to fund the maintenance dredging of public waterway canals for navigation concerns.

IV. Comments of the Chair

Chair Dr. Nelson stated she is grateful she lives on a lake with good water quality. She is concerned about the manatees who are suffering from algal blooms, and she wants to keep the Conway Chain in a positive water quality status.

V. Marine Patrol Report

Off-Duty Patrol Reports

Corporal Bim Lowers presented the Orange County off-duty marine patrol report. For the month of November 2021, the following activities were reported:

- 119 vessels observed on the lake
- 18 vessel stops
- 4 vessel citations
- 15 vessel warnings
- 11 vessel inspections
- 18 ramp checks
- 1 patrol assist/back up

The Christmas boat parade schedule was discussed.

VI. Lake Conway Water Elevation Report

David Wood's water elevation report was not reported.

VII. Orange County EPD Report

Lake Gatlin Alum Treatment Update

The fourth and final Lake Gatlin Alum Treatment is planned for the end of January.

Canal Sedimentation Analysis Report

The draft is being finalized and should be ready by the January meeting. Discussion ensued.

Lake Conway Stormwater Study Project Update

The Advisory Board discussed their individual thoughts on the canal dredging projects, and the water quality recommendation projects. Ms. Urbanik provided a list of benefits on why a feasibility study is recommended, versus going straight to a design phase for a water quality project. Discussion ensued.

Upon a motion by John Evertsen, seconded by Dr. Elizabeth Nelson, and carried with all present members voting AYE by voice vote, with Bobby Lance voting NAY by voice vote, and with Micky Blackton being absent; the Advisory Board approved for Orange County to work with a County contracted engineering consultant on a feasibility study, with engineering design and construction plans, to be shovel ready for the following projects recommended from the Lake Conway Stormwater Study:

- 1. CON0460 Underground up-flow BAM filter (HPUF) in empty parcel off East Wallace Street, or generation 3 baffle box with biological activation media substitute.**
- 2. CON0270 Underground 2nd generation baffle box with up-flow BAM filter in drainage easement at the intersection of Alsace Court and Montmart Drive.**
- 3. CON0290 Underground 2nd generation baffle box with up-flow BAM filter in the parcel at the west end of Trentwood Boulevard.**

The Advisory Board had a discussion on prior motions.

Upon a motion by John Evertsen, seconded by Frances Guthrie, and carried with all present members voting AYE by voice vote, with Bobby Lance voting NAY by voice vote, and with Micky Blackton being absent; the Advisory Board approved rescinding the following motion from the November 8, 2021 meeting:

“Upon a motion by John Evertsen, seconded by Micky Blackton, and carried with all present members voting AYE by voice vote, with Frances Guthrie being absent; the Advisory Board approved the District to fund the City of Belle Isle to conduct the engineering work to determine the size of the baffle box at Wallace Road field, associated with CON0460”.

VIII. Advisory Board Member Report

- Chair Dr. Elizabeth Nelson: No comments.
- Vice Chair Frances Guthrie: Ms. Guthrie apologized for missing the November meeting. Ms. Guthrie also stated that she supports the beautification and navigation of the canals on the Conway Chain.
- Bobby Lance: No comments.
- John Evertsen: Mr. Evertsen inquired on the status of a response from the Florida Fish and Wildlife Conservation Commission (FWC) on the resident’s concerns of Hydrilla (*Hydrilla verticillata*) and Illinois pondweed (*Potamogeton illinoensis*) in the lake. Mr. Evertsen inquired if the Advisory Board can collectively create a letter to send to the FWC Commissioners, to state their concern with the accelerated plant growth. Ms. Urbanik will follow up at the January 22, 2022 meeting.

IX. Non-Agenda Items

No items stated.

X. Meeting Adjourned

Chair Dr. Nelson adjourned the meeting at 7:35 p.m.

Elizabeth Nelson, Chair

Date

Minutes prepared by Tara Urbanik

Date

b.

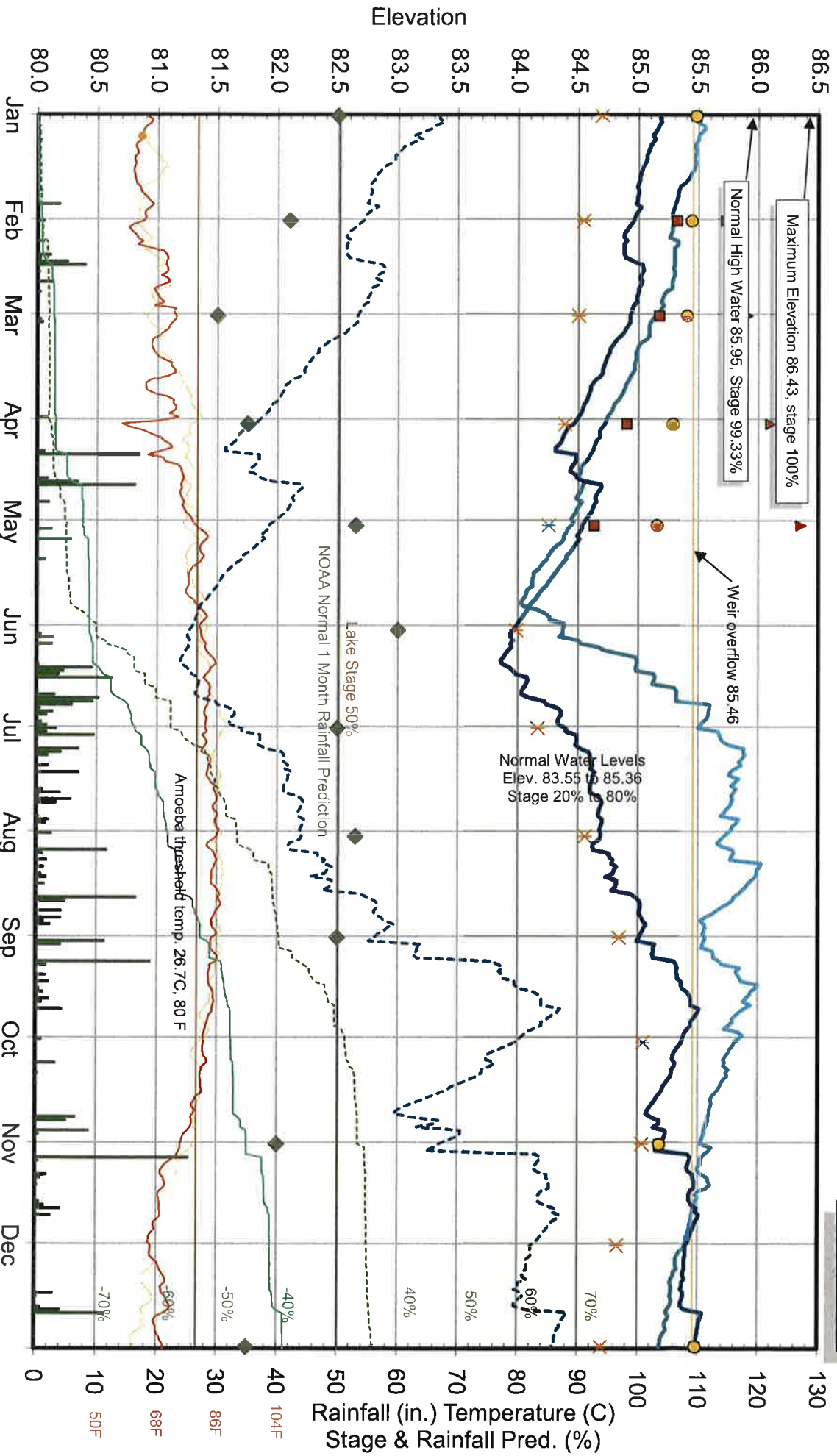
Deputy	12/5/21	12/11/21	12/13/21	12/14/21	12/17/21	12/18/21	12/19/21	12/27/21	12/31/21	Total Hours	
1349 LOWERS, BIM	6.31	4.55			2.21		3.43	2.11		2.57	21.18
2562 MCCOY, WILLIAM			5.97								5.97
6126 MAHON, NICHOLA S(NICK)	3.94			1.03	0.64	4.43	7.13	7.49	1.27		25.92
Total Hours	10.25	4.55	5.97	1.03	2.84	4.43	10.56	9.59	1.27	2.57	53.07

Datum based on Hoffner Bridge
Gauge, OCBM L-1058-006

Lake Conway 2021 Elevations (NAVD 88)

Provided as a public service by TEC Engineering, Inc. Find more and sign up to get these monthly reports at: <https://TECEngr.yolasite.com/cmb.php>

12/31/21
Elev 85.48
Stage 86%



County Fiscal Year (FY) runs Oct 1 - Sept 30

Total fund balance as of 1/6/2022: \$2,123,129.03

COBI requests partnership in red

CURRENT LAKE CONWAY PROJECTS						
LINE	DESCRIPTION	PROPOSED INSTALLED COST	OPERATION & MAINT COST OVER 20 YEARS	TN COST BENEFIT \$/LB REMOVED	TP COST BENEFIT \$/LB REMOVED	EPD COMMENTS
1	Off-duty lake patrol	\$108,978.00				
2	Ferrisburg Ramp Gatekeeper	\$3,365.00				
3	Routine Services: street sweeping, curb and gutter, utility box maintenance, fire hydrant, tree related, recreational services	\$700,000.00				
4	Lake Salina Algae Treatment	\$14,015.00				
5	Great Striction Assessment	\$79,971.00				
6	Delta Reach baffle box (5) COBI cost share	\$94,020.00				
7	Pet Waste Stations at City Inland Park	\$3,500.00				
8	CURRENT PROJECTS TOTAL	\$624,986.00				
9	TOTAL REVENUES ANTICIPATED THIS YEAR RESERVES	-\$490,430.00				
10		\$1,276,311.00				
LAKE CONWAY STUDY: WATER QUALITY PROJECT RECOMMENDATIONS DISCUSSION						
LINE	DESCRIPTION	PROPOSED INSTALLED COST	OPERATION & MAINT COST OVER 20 YEARS	TN COST BENEFIT \$/LB REMOVED	TP COST BENEFIT \$/LB REMOVED	EPD COMMENTS
11	CON0040 Blowaltes within right-of-way of Perkins Road, Fulmer Road, and Wind Drift Road. Inlet baskets along Lake Drive. (1)	\$834,688.00	\$75,000.00	\$253.00	\$1,587.00	Currently not a priority for COBI.
12	CON0290 Underground 2nd generation baffle box with up-flow BAW filter in the parcel at the west end of Trentwood Boulevard (2)	\$502,458.00	\$67,000.00	\$430.00	\$3,491.00	EPD requested scope from Geosyntec. Possible partnership with COBI. DOT is not interested in partnership at this time.
13	CON0370 2nd generation NSBB with BAW filter within the right-of-way of Barbly Lane (3)	\$328,644.00	\$16,500.00	\$1,017.00	\$6,807.00	Discussions with COBI to review engineering plans. Priority project for COBI. Proposed baffle box with BAW.
14	CON0460 Underground up-flow BAW filter (HPUF) in empty parcel off East Wallace Street (4)	\$536,281.00	\$12,000.00	\$1,136.00	\$7,106.00	EPD requested scope from Geosyntec. Will require future discussions with OC PW, EPD, COBI. SIMWMD may be possible in Jan-Mar timeframe. A priority project for COBI. Baffle box with BAW proposal.
15	CON0270 Underground 2nd generation baffle box with up-flow BAW filter in drainage easement at the intersection of Alsace Court and Montmart Drive. (6)	\$314,175.00	\$67,000.00	\$1,383.00	\$9,605.00	EPD requested scope from Geosyntec.
16	CON0170 Floating treatment wetlands in west wet detention pond and underground up-flow BAW filter (HPUF) for effluent of eastern pond in parcel south of Rothbury Drive. (7)	\$934,666.00	\$19,887.00	\$1,388.00	\$14,433.00	
17	CON0130 Underground up-flow BAW filter (HPUF) in parcel north of Franconia Drive. (8)	\$1,105,457.00	\$30,820.00	\$2,203.00	\$24,543.00	
18	CON0080 Underground 2nd generation baffle box with up-flow BAW filter in right-of-way on the north end of St. Parth Place. (9)	\$313,612.00	\$67,000.00	\$5,912.00	\$37,531.00	Infrastructure improvement needed. OC Utilities has lift station & large sanitary pipe near this proposed location. COBI coordinating with OC on proposed slip line project to improve structure. A priority project for COBI. EPD comment: Cost benefit of TN & TP removal is very high.
19	Feasibility Studies with "Shovel ready plans" for baffle box locations					EPD requested scope from Geosyntec for CON0290, CON0460, CON0270
20	Street Sweeping Optimization Study					New Board did not move forward for approval
Underground up-flow bio-sorption activated media (BAM) filter (HPUF system by ACF)						

Lake Conway Water and Navigation Control District 5 Year Budget

DESCRIPTION	ACTUAL SPENT FY 2017-2018	ACTUAL SPENT FY 2018-2019	ACTUAL SPENT FY 2019-2020	ACTUAL SPENT FY 2020-2021	BUDGETED SERVICES FY 2021-2022	STAFF COMMENTS
RESERVES	\$891,033.00	\$1,176,799.00	\$1,027,138.00	\$1,276,311.00	\$1,144,400.00	
TOTAL REVENUES	\$375,135.35	\$394,399.80	\$423,285.28	\$448,756.01	~\$490,430.00	
Off-duty Lake Patrol	\$88,689.09	\$74,718.09	\$68,654.76	\$79,647.63	\$108,978.00	OCSO 1200 hrs, BIPD 600 hrs
Ferricreek Gatekeeper	\$2,920.00	\$2,920.00	\$2,928.00	\$3,650.00	\$3,700.00	\$10 per day
Routine Services	\$141,762.55	\$259,993.70	\$205,139.13	\$343,744.26	\$654,595.00	Funds are budgeted in this line to be readily available for routine lake services, nav marker improvements, water quality BMPs and projects resulting from studies. Project phases can include feasibility, engineering and design, bidding, construction, and monitoring.
Aquatic Plant Management (APM) Herbicide Cost	\$21,790.19	\$31,417.86	\$10,471.57	\$4,673.20		In 2016, FWC stocked an additional 2500 triploid grass carp (TGC) into the Conway Chain.
MSTU Administration	\$49,183.67	\$36,389.46	\$48,404.73	\$49,182.32		Staff time includes administration, surveys, aquatic plant treatments
Annual Expenses	\$304,345.50	\$405,439.11	\$335,598.19	\$480,897.41		Limited fund accrual for future water quality BMPs or APM.
DELTA	\$70,789.85	-\$11,039.31	\$87,687.09	-\$32,141.40		



Orange County Fire Rescue Unit Activity in Belle Isle for December 2021

b.

BELLE ISLE INCIDENT TOTAL	72
Total OCFR Units Used	154
Total OCFR Transports	39

	EMS	Fire Service	Vehicle Accident
Total	48	14	10

<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>
OF210130211	E73	12/1/21	0:22:15	EMDC	73	Belle Isle		73777B	2300 JETPORT DR, BI
	R73	12/1/21	1:27:43	EMDC	73	Belle Isle	YES	73777B	2300 JETPORT DR, BI
OF210130232	E73	12/1/21	0:19:09	EMDB	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R72	12/1/21	0:51:39	EMDB	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
OF210130447	E72	12/1/21	0:27:47	AA	70	Belle Isle		70735B	2409 HOFFNER AV, BI
	R72	12/1/21	0:51:41	AA	70	Belle Isle	YES	70735B	2409 HOFFNER AV, BI
OF210130552	R70	12/2/21	0:18:13	EMDA	70	Belle Isle		70773B	1765 PAM CIR, BI
OF210130633	E72	12/2/21	0:14:51	EMDC	72	Belle Isle		72733B	5058 CONWAY RD, BI
	R72	12/2/21	0:14:51	EMDC	72	Belle Isle		72733B	5058 CONWAY RD, BI
OF210130690	R72	12/2/21	0:19:38	EMDB	72	Belle Isle		72733B	5104 DORIAN AV, BI
OF210131028	E70	12/3/21	0:31:04	AMA	70	Belle Isle		70735B	2318 CROSS LAKE RD, BI
	R72	12/3/21	1:10:35	AMA	70	Belle Isle	YES	70735B	2318 CROSS LAKE RD, BI
OF210131195	E73	12/3/21	0:27:16	AA	73	Belle Isle		73777B	1936 MCCOY RD, BI
	R73	12/3/21	0:58:41	AA	73	Belle Isle	YES	73777B	1936 MCCOY RD, BI
OF210131403	E70	12/4/21	0:19:42	EMDD	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG
	R73	12/4/21	0:43:08	EMDD	70	Belle Isle	YES	70736B	S ORANGE AV/E OAK RIDG
OF210132493	R73	12/7/21	0:18:58	AA	70	Belle Isle		70736B	E WALLACE ST/HANSEL AV
	TR51	12/7/21	0:18:57	AA	70	Belle Isle		70736B	E WALLACE ST/HANSEL AV
OF210132643	E70	12/7/21	0:04:26	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG
	R70	12/7/21	0:10:11	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG
OF210132690	E70	12/7/21	0:08:21	EMDD	72	Belle Isle		72733B	4416 HOFFNER AV, BI
	R70	12/7/21	0:45:58	EMDD	72	Belle Isle	YES	72733B	4416 HOFFNER AV, BI
OF210132790	E70	12/8/21	0:33:05	AA	70	Belle Isle		70736B	S ORANGE AV/E OAK RIDG
	R51	12/8/21	0:57:50	AA	70	Belle Isle	YES	70736B	S ORANGE AV/E OAK RIDG

b.

<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>
	R70	12/8/21	0:54:50	AA	70	Belle Isle	YES	70736B	S ORANGE AV/E OAK RIDG
OF210133182									
	E73	12/9/21	0:29:11	EMDD	73	Belle Isle		73777B	2300 JETPORT DR, BI
	R73	12/9/21	1:05:55	EMDD	73	Belle Isle	YES	73777B	2300 JETPORT DR, BI
OF210133577									
	E73	12/10/21	0:27:02	EMDA	70	Belle Isle		70769B	2202 NELA AV, BI
	R73	12/10/21	1:16:40	EMDA	70	Belle Isle	YES	70769B	2202 NELA AV, BI
OF210133652									
	E70	12/10/21	0:13:26	AA	70	Belle Isle		70736B	E WALLACE ST/HANSEL AV
	R51	12/10/21	0:09:40	AA	70	Belle Isle		70736B	E WALLACE ST/HANSEL AV
OF210133698									
	B4	12/10/21	0:23:42	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	B5	12/10/21	0:21:03	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	CPT5	12/10/21	0:25:49	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	E70	12/10/21	0:27:44	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	E71	12/10/21	0:23:26	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	E72	12/10/21	0:29:51	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	R71	12/10/21	0:25:16	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	R72	12/10/21	0:27:47	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	SQ4	12/10/21	0:20:42	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
	TR51	12/10/21	0:22:57	BLD	72	Belle Isle		72733B	5164 CONWAY RD, BI
OF210133699									
	E51	12/10/21	0:03:38	AFA	72	Belle Isle		72733B	5126 CONWAY RD, BI
OF210133835									
	E73	12/10/21	0:13:43	PUBASST	70	Belle Isle		70773B	1701 WIND WILLOW RD, BI
OF210133850									
	E70	12/10/21	0:16:34	EMDB	70	Belle Isle		70773B	1811 WIND HARBOR RD, BI
	R73	12/10/21	1:02:43	EMDB	70	Belle Isle	YES	70773B	1811 WIND HARBOR RD, BI
OF210134092									
	B4	12/11/21	0:54:35	AAE	72	Belle Isle		72734B	3042 HOFFNER AV, BI
	CPT4	12/11/21	0:42:41	AAE	72	Belle Isle		72734B	3042 HOFFNER AV, BI
	E70	12/11/21	1:03:18	AAE	72	Belle Isle		72734B	3042 HOFFNER AV, BI
	E72	12/11/21	1:01:15	AAE	72	Belle Isle		72734B	3042 HOFFNER AV, BI
	M5	12/11/21	1:14:28	AAE	72	Belle Isle	YES	72734B	3042 HOFFNER AV, BI
	R51	12/11/21		AAE	72	Belle Isle		72734B	3042 HOFFNER AV, BI
	R70	12/11/21	1:10:24	AAE	72	Belle Isle	YES	72734B	3042 HOFFNER AV, BI
	R72	12/11/21	0:55:00	AAE	72	Belle Isle	YES	72734B	3042 HOFFNER AV, BI
	SQ4	12/11/21	0:57:57	AAE	72	Belle Isle		72734B	3042 HOFFNER AV, BI
OF210134111									
	E73	12/11/21	0:24:10	EMDD	70	Belle Isle		70769B	2225 HOMEWOOD DR, BI
	R51	12/11/21	0:37:31	EMDD	70	Belle Isle		70769B	2225 HOMEWOOD DR, BI
OF210134357									
	E73	12/12/21	0:18:57	EMDD	73	Belle Isle		73777B	2601 MCCOY RD, BI
	R73	12/12/21	1:03:38	EMDD	73	Belle Isle	YES	73777B	2601 MCCOY RD, BI
OF210134433									
	E70	12/12/21	0:02:07	EMDB	70	Belle Isle		70736B	RAINBOW DR/MATCHETT F
	R70	12/12/21	0:01:42	EMDB	70	Belle Isle		70736B	RAINBOW DR/MATCHETT F
OF210134453									
	E51	12/12/21	0:05:05	EMDB	70	Belle Isle		70736B	706 E WALLACE ST, ORG
	R70	12/12/21	0:07:43	EMDB	70	Belle Isle		70736B	706 E WALLACE ST, ORG
OF210134563									
	E70	12/12/21	0:22:53	EMDD	70	Belle Isle		70773B	1740 WIND HARBOR RD, BI
	R73	12/12/21	1:27:29	EMDD	70	Belle Isle	YES	70773B	1740 WIND HARBOR RD, BI

b.

<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>
OF210134776	E73	12/13/21	0:19:35	EMDC	73	Belle Isle		73777B	2300 JETPORT DR, BI
	R73	12/13/21	1:09:57	EMDC	73	Belle Isle	YES	73777B	2300 JETPORT DR, BI
OF210134813	E72	12/13/21	0:25:46	EMDD	72	Belle Isle		72733B	5104 PELLEPORT AV, BI
	R70	12/13/21	2:01:41	EMDD	72	Belle Isle	YES	72733B	5104 PELLEPORT AV, BI
OF210134885	E70	12/13/21	0:01:46	ELVRESN	73	Belle Isle		73777B	2323 MCCOY RD, BI
OF210135334	E72	12/14/21	0:07:38	AFA	72	Belle Isle		72733B	3413 CULLEN LAKE SHORE
OF210135526	E72	12/15/21	0:43:25	EMDE	70	Belle Isle		70735B	2111 HOFFNER AV, BI
	R72	12/15/21	0:43:29	EMDE	70	Belle Isle		70735B	2111 HOFFNER AV, BI
OF210135638	E73	12/15/21	0:22:29	EMDD	73	Belle Isle		73777B	3004 FLOWERTREE RD, BI
	R70	12/15/21	1:27:08	EMDD	73	Belle Isle	YES	73777B	3004 FLOWERTREE RD, BI
OF210135679	E70	12/15/21	0:13:56	EMDD	70	Belle Isle		70773B	1611 IDAHO AV, BI
	R70	12/15/21	0:12:21	EMDD	70	Belle Isle		70773B	1611 IDAHO AV, BI
	R73	12/15/21	0:03:27	EMDD	70	Belle Isle		70773B	1611 IDAHO AV, BI
OF210135937	E72	12/16/21	0:26:20	EMDC	72	Belle Isle		72733B	5100 ST MICHAEL AV, BI
	R71	12/16/21	1:07:40	EMDC	72	Belle Isle	YES	72733B	5100 ST MICHAEL AV, BI
OF210136156	E70	12/16/21	0:29:05	PA	73	Belle Isle		73777B	2621 TRENTWOOD BLVD, E
	R70	12/16/21	0:02:02	PA	73	Belle Isle		73777B	2621 TRENTWOOD BLVD, E
OF210136214	E70	12/17/21	0:15:55	EMDD	70	Belle Isle		70736B	1508 DELIA AV, BI
	R70	12/17/21	0:47:11	EMDD	70	Belle Isle	YES	70736B	1508 DELIA AV, BI
OF210136370	E72	12/17/21	0:14:56	AA	73	Belle Isle		73777B	2635 MCCOY RD, BI
	R70	12/17/21	0:14:56	AA	73	Belle Isle		73777B	2635 MCCOY RD, BI
OF210136545	E70	12/17/21	0:25:12	EMDC	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R53	12/17/21	1:24:54	EMDC	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
OF210136715	E71	12/18/21	0:18:45	LOCKOUT	72	Belle Isle		72733B	3714 ROTHBURY DR, BI
OF210136770	R70	12/18/21	1:18:59	EMDA	70	Belle Isle	YES	70769B	2226 NELA AV, BI
OF210136931	E73	12/19/21	0:25:10	EMDD	73	Belle Isle		73777B	2918 FLOWERTREE RD, BI
	R73	12/19/21	1:17:34	EMDD	73	Belle Isle	YES	73777B	2918 FLOWERTREE RD, BI
OF210136943	E70	12/19/21	0:29:10	EMDC	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R72	12/19/21	1:02:18	EMDC	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
OF210137128	B4	12/19/21	0:23:39	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	CPT4	12/19/21	0:05:31	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	E51	12/19/21	0:07:28	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	E70	12/19/21	0:40:32	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	E72	12/19/21	0:05:40	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	R51	12/19/21	0:05:36	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	R72	12/19/21	0:05:35	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI
	TR51	12/19/21	0:40:00	HOUSE	70	Belle Isle		70773B	1712 WIND DRIFT RD, BI

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b.

<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>
OF210137343	E72	12/20/21	0:26:43	EMDB	72	Belle Isle		72733B	5143 DARDEN AV, BI
	R72	12/20/21	0:57:07	EMDB	72	Belle Isle	YES	72733B	5143 DARDEN AV, BI
OF210137391	E70	12/20/21	0:12:42	EMDD	72	Belle Isle		72733B	CONWAY RD/SOUTHMORE
	R72	12/20/21	0:10:35	EMDD	72	Belle Isle		72733B	CONWAY RD/SOUTHMORE
OF210137393	E70	12/20/21	0:24:57	EMDC	70	Belle Isle		70737B	7007 MATCHETT RD, BI
	R73	12/20/21	1:10:47	EMDC	70	Belle Isle	YES	70737B	7007 MATCHETT RD, BI
OF210137521	E70	12/20/21	0:09:45	AFA	70	Belle Isle		70773B	1865 WIND WILLOW RD, BI
OF210137856	E70	12/21/21	0:20:21	EMDD	70	Belle Isle		70773B	1612 SWANN AV, BI
	R70	12/21/21	1:04:12	EMDD	70	Belle Isle	YES	70773B	1612 SWANN AV, BI
OF210137989	E73	12/21/21	0:10:10	AFAWF	73	Belle Isle		73777B	2300 JETPORT DR, BI
OF210138178	E70	12/22/21	0:17:27	EMDC	73	Belle Isle		73777B	2635 MCCOY RD, BI
	R73	12/22/21	0:19:28	EMDC	73	Belle Isle		73777B	2635 MCCOY RD, BI
OF210138299	E70	12/22/21	0:21:40	EMDD	70	Belle Isle		70773B	1873 WIND WILLOW RD, BI
	R73	12/22/21	1:44:10	EMDD	70	Belle Isle	YES	70773B	1873 WIND WILLOW RD, BI
OF210138490	E73	12/23/21	0:25:04	EMDC	73	Belle Isle		73777B	2621 TRENTWOOD BLVD, E
	R73	12/23/21	1:09:55	EMDC	73	Belle Isle	YES	73777B	2621 TRENTWOOD BLVD, E
OF210138701	E70	12/23/21	0:25:33	EMDC	72	Belle Isle		72732B	3509 ADMIRALITY CT, BI
	R71	12/23/21	0:53:39	EMDC	72	Belle Isle	YES	72732B	3509 ADMIRALITY CT, BI
OF210138816	E70	12/24/21	0:21:19	EMDA	70	Belle Isle		70773B	1765 PAM CIR, BI
	R70	12/24/21	0:21:20	EMDA	70	Belle Isle		70773B	1765 PAM CIR, BI
OF210138833	E72	12/24/21	0:12:29	EMDE	72	Belle Isle		72733B	4346 ISLE VISTA AV, BI
	R72	12/24/21	0:12:29	EMDE	72	Belle Isle		72733B	4346 ISLE VISTA AV, BI
OF210138956	E70	12/24/21	0:32:13	EMDB	70	Belle Isle		70736B	5824 WINDMILL CT, BI
	M5	12/24/21	0:17:19	EMDB	70	Belle Isle		70736B	5824 WINDMILL CT, BI
	R70	12/24/21	0:54:46	EMDB	70	Belle Isle	YES	70736B	5824 WINDMILL CT, BI
OF210139055	E70	12/24/21	0:22:05	PUBASST	70	Belle Isle		70769B	2225 HOMEWOOD DR, BI
OF210139114	E70	12/25/21	0:17:02	AFA	70	Belle Isle		70769B	2225 HOMEWOOD DR, BI
OF210139189	E72	12/25/21	0:22:04	EMDB	72	Belle Isle		72733B	5103 MORTIER AV, BI
	R72	12/25/21	0:22:04	EMDB	72	Belle Isle		72733B	5103 MORTIER AV, BI
OF210139508	E73	12/26/21	0:52:51	CARF	70	Belle Isle		73777B	1934 MCCOY RD, BI
OF210139605	E72	12/26/21	0:20:28	EMDA	72	Belle Isle		72733B	5272 CHISWICK CIR, BI
	R70	12/26/21	1:05:07	EMDA	72	Belle Isle	YES	72733B	5272 CHISWICK CIR, BI
OF210139694	E51	12/26/21	0:07:05	EMDC	70	Belle Isle		70773B	1612 SWANN AV, BI
	R70	12/26/21	1:16:57	EMDC	70	Belle Isle	YES	70773B	1612 SWANN AV, BI
OF210139887									

b.

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
	R70	12/27/21	0:34:12	EMDA	72	Belle Isle		72734B	3207 CULLEN LAKE SHORE
OF210139928	E72	12/27/21	0:19:42	EMDA	72	Belle Isle		72733B	3549 EDLINGHAM CT, BI
	R70	12/27/21	0:06:19	EMDA	72	Belle Isle		72733B	3549 EDLINGHAM CT, BI
	R72	12/27/21	0:22:10	EMDA	72	Belle Isle		72733B	3549 EDLINGHAM CT, BI
OF210140109	E73	12/27/21	0:23:56	AFA	73	Belle Isle		73777B	2323 MCCOY RD, BI
OF210140213	E73	12/27/21	0:15:59	AFA	73	Belle Isle		73777B	1934 MCCOY RD, BI
OF210140370	E70	12/28/21	0:21:54	EMDC	70	Belle Isle		70769B	6927 SEMINOLE DR, BI
	R70	12/28/21	1:06:36	EMDC	70	Belle Isle	YES	70769B	6927 SEMINOLE DR, BI
OF210140501	E51	12/28/21	0:21:00	EMDD	70	Belle Isle		70773B	1701 PERKINS RD, BI
	M5	12/28/21	1:04:12	EMDD	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
OF210140562	E70	12/28/21	0:11:13	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	12/28/21	0:11:49	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
OF210140742	R73	12/29/21	0:54:51	EMDB	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
OF210140787	E72	12/29/21	0:25:02	EMDD	72	Belle Isle		72733B	5121 ST GERMAIN AV, BI
	R72	12/29/21	0:23:56	EMDD	72	Belle Isle		72733B	5121 ST GERMAIN AV, BI
OF210141541	E72	12/31/21	0:40:14	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R70	12/31/21	0:03:51	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	12/31/21	1:05:29	AA	72	Belle Isle	YES	72733B	HOFFNER AV/CONWAY RD
	REHAB1	12/31/21	0:24:57	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD

SERVICE AREA INCIDENT TOTAL 72

Total OCFR Units Used 154

Total OCFR Transports 39

	EMS	Fire Service	Vehicle Accident
Total	48	14	10



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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 21-16 PACE Program (2nd Reading and Adoption)

Background: At the January 4, 2022 Council meeting, the Council directed Ordinance 21-16 PACE Program move forward to adoption. As a reminder, the PACE Program would assist in funding eligible renovations in Belle Isle homes. Council also directed that the staff post PACE information to the City’s website prior to the adoption. The posting was completed. Once the agreements with third-party entities are signed, the City will add the information of the entities and also add Frequently Asked Questions. .

Staff Recommendation: Adopting Ordinance 21-16.

Suggested Motion: I move we adopt Ordinance 21-16.

Alternatives: Do not establish a PACE Program.

Fiscal Impact: None to the City as this is not a City program

Attachments: Ordinance 21-16

ORDINANCE NO. 21-16

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, CREATING A NEW CHAPTER 17, CITY OF BELLE ISLE CODE OF ORDINANCES ESTABLISHING REQUIREMENTS FOR A PROPERTY ASSESSED CLEAN ENERGY PROGRAM (“PACE”); PROVIDING FOR MULTIPLE, NON-EXCLUSIVE PACE PROGRAMS IN ORDER TO ALLOW FOR THIRD-PARTY ADMINISTRATORS TO ADMINISTER THE PACE PROGRAM WITHIN THE CITY PURSUANT TO STATE LAW AND THE REQUIREMENTS SET BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Property Assessed Clean Energy (PACE) is a program which provides upfront capital to property owners to invest in energy-efficient, renewable energy or wind-resistance improvements to their properties; and

WHEREAS, Section 163.08, Florida Statutes, has provided supplemental authority for such improvements through general law and states that the “...Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance; and

WHEREAS, Section 163.08, Florida Statutes, also authorizes a local government to either levy non-ad valorem assessments in order to fund qualifying improvements or, alternatively, allows a for-profit entity or a not-for-profit organization to act as a third party administrator for a PACE program on behalf of and at the discretion of the local government such that a financing agreement with the property owner, when recorded, constitutes a lien of equal dignity to county taxes and assessments from the date of recordation; and

WHEREAS, a property owner’s participation in such financing agreements is entirely voluntary and the local government shall not incur or be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by the third-party administrator; and

WHEREAS, the City desires to adopt a PACE program subject to the conditions and requirements set forth herein.

NOW THEREFORE, BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA AS FOLLOWS:

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

Section 2. City Code Amendment. A new Chapter 17 of the City of Belle Isle Code of Ordinances pertaining to Property Assessed Clean Energy Program (“PACE”) is hereby adopted

to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Chapter 17 – PROPERTY ASSESSED CLEAN ENERGY PROGRAM (PACE)

Section 17-1. – Definitions For purposes of this article, the following words and phrases shall have the following meanings:

Financing agreement shall mean the financing agreement or the summary memorandum of such agreement required to be recorded in the public records of Orange County, Florida in accordance with F.S. Section 163.08.

PACE assessment shall mean the non-ad valorem assessment placed on a property owner’s tax bill as a result of financing obtained under a PACE program.

PACE program shall mean one or more authorities or programs authorized by resolution of the City Council to offer financing of qualifying improvements.

Program administrator shall mean the entity responsible for offering, managing and administrating the specific PACE program.

Qualifying improvement shall include those improvements as defined by F.S. section 163.08, including energy efficiency, renewable energy and wind resistance or as may be amended by law.

Section 17-2. – Eligible Properties.

(a) Residential property with 4 units or fewer may be eligible for financing qualifying improvements though a PACE program provided each of the following criteria have been met:

- (1) All property taxes and other assessments levied on the property tax bill have been paid and have not been delinquent for the preceding three (3) years, or the property owner’s period of ownership, whichever is less; and
- (2) There are no involuntary liens, including but not limited to construction liens on the property; and
- (3) No notices of default or other evidence of property-based debt delinquency have been recorded during the preceding three years, or the property owner’s period of ownership, whichever is less; and
- (4) All mortgage debt on the property is current and not delinquent; and
- (5) The amount to be financed by the PACE program may not exceed 20 percent of the just value of the property as determined by the county property appraiser, except as otherwise provided by statute; and
- (6) The total mortgage-related debt on the underlying property plus PACE program financing may not exceed the fair market value of the property.

(b) Multi-family residential properties of 5 or more units, in addition to commercial, industrial, agricultural, and other non-residential properties may be eligible for financing qualifying improvements through a PACE program.

Section 17-3. – Eligible Improvements.

Energy efficiency, renewable and wind resistance improvements that are permanently affixed to the property shall be eligible for financing under a PACE program in accordance with statute. PACE programs and program administrators shall be eligible for financing under a PACE program in accordance with the statute. PACE programs and program administrators shall identify efficiency standards established by the U.S. Department of Energy, the U.S. Environmental Protection Agency, or Florida statute agencies, as applicable. PACE programs and program administrators shall confirm that property owners intend to install eligible products, and that at the time of funding such improvements have been installed.

Section 17-4. – Pricing.

Each PACE program shall establish pricing rules and enforcement mechanisms to ensure that property owners are protected from excessive or unjustified prices and charges.

Section 17-5.- Consumer Protection.

- (a) *Property owner.* Only the records of the property owner may enter into a financing agreement with a PACE program.
- (b) *Consumer notice.* In addition to any statutory disclosure requirements the program administrator shall ensure that each property owner is provided with a separate, written notice disclosing each of the following:
 - (1) The estimated total amount of the debt, including amount financed, fees, fixed interest rate, capitalized interest and the effective rate of the interest charged (annual percentage rate);
 - (2) The 3 day right to cancel the financing;
 - (3) A repayment term that does not exceed the average expected useful life of the improvements;
 - (4) The repayment process and terms, amounts and a schedule that fully amortizes the amount financed including the estimated annual assessments amount;
 - (5) Identification of any pre-payment fees or penalties;
 - (6) That there is no representation that the property improvements to be financed will increase the overall value of the property;
 - (7) That there is no discount for paying the PACE assessment early;
 - (8) That the PACE assessment will appear on the property owner’s tax bill;
 - (9) The nature of the lien recorded and that the PACE assessment will be collected in the same manner as real estate taxes, that failure to pay the PACE assessment may cause a tax certificate to be issued against the property, and that failure to pay may result in the loss of the property subject to the PACE assessment in the same manner as failure to pay property taxes;

- (10) The specific improvements to be financed and installed;
- (11) Notice that the property owner may be required to pay any PACE assessment in full at the time of refinance or sale of the property.
- (c) Notice. The consumer notice described in this section must be delivered to the property owner by the program administrator, and must be signed and dated by the property owner prior to or contemporaneously with the property owner's signing of any legally enforceable documents under the PACE program.
- (d) Funding. The PACE program shall require compliance with each of the following conditions prior to the issuance of any funding to the contractor:

 - (1) Any necessary permits have been obtained;
 - (2) Verification that the appropriate financed products and improvements have been installed; and
 - (3) The property owner and the contractor have signed a certificate of completion that all improvements have been installed to the property owner's satisfaction.
- (e) Consumer privacy. The PACE program shall have and maintain a privacy policy that complies with state and federal law and, in particular, shall provide a property owner the ability to opt-out of having the property owner's information shared with third parties, except where expressly permitted by state and federal law.
- (f) Data security. The PACE program shall be responsible for taking security measures that protect the security and confidentiality of property owner records and information in proportion to the sensitivity of the information, and as may be required by state and federal law.

Section 17-6.- Marketing. Marketing practices for a PACE program that are or could appear to be unfair, deceptive, abusive, or misleading, or that violating laws or regulations, or that are inappropriate, incomplete or are inconsistent with the program's purpose are prohibited.

Section 17-7.- Contractor Management.

- (a) Any work under a PACE program requiring a license under any applicable law to make a qualifying improvement shall be performed by a contractor properly licensed, certified or registered pursuant to state law.
- (b) Contractors performing work under a PACE program shall comply with each of the following conditions:

 - (1) Be licensed and insured pursuant to the applicable statutory requirements;
 - (2) Agree to comply with all program requirements and marketing guidelines;
 - (3) Act in good faith to timely resolve property owner complaints.
- (c) No cash payment may be made to or from a contractor in exchange for or related to such contractor being awarded work under a PACE program, excepting payment for the contractor's installation of eligible improvements.

Section 17-8.- Collection of Special Assessments.

The PACE program shall be solely responsible for professionally coordinating all interface with the Orange County Tax Collector and/or Orange County Property Appraiser in regards to imposition and collection of any special assessments and for ensuring compliance with all laws, rules and regulations in the imposition and collection of any special assessments levied upon property owned by participating property owners.

Section 17-9.- No City liability.

In no event shall the City be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any financing agreement, financing documents, special assessment, qualifying improvements or any act or omission of any property owner or its/their agents. City shall have no monetary, appropriation or budgetary obligations under any agreement or any authorizing resolution concerning any PACE program. The City shall have no liability or responsibility to any property owners concerning the PACE program, any qualifying improvement, program administrator’s failure to comply with the requirements of this chapter or its obligations and duties under any financing agreement, concerning any PACE program or program administrator’s statement or claim concerning the PACE program, or any proposed financing agreement or qualifying improvements.

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

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

Section 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance governs and controls to the extent of any such conflict(s).

Section 6. Effective Date. This Ordinance shall become effective upon its adoption by the City Council of the City of Belle Isle, Florida.

FIRST READING: _____, 2022.

SECOND READING: _____, 2022.

ADOPTED this ____ day of _____ 2022, by the City Council of the City of Belle Isle, Florida.

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

CITY COUNCIL
CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

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

STATE OF FLORIDA
COUNTY OF ORANGE

I, YOLANDA QUICENO, City Clerk of the City of Belle Isle, do hereby certify that the above and foregoing document was duly and legally passed by the Belle Isle City Council, in session assembled on the ____ day of _____, 2022, at which session a quorum of its members were present.

Yolanda Quiceno, City Clerk

s:\dl\clients\belle isle, city of\general b900-29001\pace programs\city of belle isle ordinance approving pace program 1-18-2022.docx



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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Resolutions 22-03 to 22-06 Agreements with PACE Providers

Background: With the Council establishing the PACE Program, the City needs to have an Interlocal Agreement or subscription agreement for each participating PACE entity. They are Florida PACE Funding Agency; Green Corridor District; Florida Resiliency and Energy District; and Florida Green Financing Authority. These are the agencies that are the PACE Providers. The enclosed resolutions (Resolutions 22-03 to 22-06) describe the PACE Providers programs.

Staff Recommendation: Approve the Provider Resolutions.

Suggested Motion: I move we approve Resolutions 22-03, 22-04, 22-05, and 22-06 approving the agreements with PACE Providers.

Alternatives: None.

Fiscal Impact: None to the City as this is not a City program

Attachments: Resolutions 22-03 to 22-06

RESOLUTION 22-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT IN ORDER TO JOIN THE FLORIDA GREEN FINANCE AUTHORITY’S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the “Qualifying Improvements”); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Town of Lantana, Florida and the Town of Mangonia Park, Florida, entered into that certain Interlocal Agreement dated June 11, 2012, as amended (the “Interlocal Agreement), establishing the Florida Green Finance Authority, a separate and distinct legal entity in accordance with Section 163.01(7), for the purpose of administering a PACE program; and

WHEREAS, other local governments may join the Florida Green Finance Authority program by executing a Party Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Florida Green Finance Authority PACE program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Party Membership Agreement attached hereto; and

WHEREAS, the City Council adopted Ordinance 21-16 authorizing PACE programs to operate within the city pursuant to approval by resolution; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City of Belle Isle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. Approval of Party Membership Agreement. The City Commission hereby approves the Party Membership Agreement between the Florida Green Finance Authority (the "Authority") and the City of Belle Isle, in substantially the form attached to this Resolution. The Party Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs. The Authority is subject to the provisions of Ordinance 21-16, as may be amended from time to time.

Section 3. Authorization. The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

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

PASSED and ADOPTED this _____ day of _____, 2022.

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

City of Belle Isle

Nicholas Fouraker, Mayor

Attest:

Yolanda Quiceno, City Clerk

**Party Membership Agreement
To The Florida Green Finance Authority**

WHEREAS, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation (“Lantana”) and the Town of Mangonia Park, Florida, a Florida municipal corporation, (“Mangonia Park”) entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority (sometimes herein the “Authority”) as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Belle Isle desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Belle Isle.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Belle Isle, a Florida municipal corporation (herein “City” or “City of Belle Isle”). Capitalized words used herein shall have the same meaning as defined in the Interlocal Agreement unless otherwise defined herein.
2. The Florida Green Finance Authority, together with its member Parties, and the City of Belle Isle, with the intent to be bound thereto, hereby agree that the City of Belle Isle shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Belle Isle, as the same may be more specifically designated by the City of Belle Isle or amended from time to time.
4. The RenewPACE Program and any other PACE program administered by the Authority within the City (the “Program”), and the Interlocal Agreement, are non-exclusive, meaning the City of Belle Isle specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or to create its own program under Section 163.08, Florida Statutes.

5. The Authority, including its staff and Third Party Administrator (“TPA”), shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Authority’s authorized non-ad valorem assessments. This Authority responsibility includes, (1) subject to the limitations in Section 768.28, Florida Statutes, the Authority defending and indemnifying and holding harmless the City of Belle Isle and its officers, officials, attorneys and employees from any and all claims, causes of action, penalties, adverse matters or damages (including attorneys’ fees and costs at all trial and appellate levels) incurred by or brought against City of Belle Isle relating to the Program, the Program’s bond or debt obligation, the Program’s financing agreements, the Program’s qualifying improvements, the Interlocal Agreement, this Party Membership Agreement, the acts or omissions of the Authority and its officers, directors, employees or TPA, any other aspect of the Program, or any combination thereof; (2) the Authority responding to any inquiries, requests for information, comments, objections, demonstrations, etc. by participants, tax certificate holders, lenders or others relating to the Program’s non-ad valorem assessments, the Program’s financing agreements, the Program’s qualifying improvements, or any other aspect of the Program; and (3) the Authority ensuring and being responsible for compliance with all laws, rules and regulations in the imposition and collection of any non-ad valorem assessments levied upon property owned by participating property owners who have entered into a financing agreement.

6. Nothing herein shall be deemed or construed as a waiver of any sovereign immunity of or any other defense, privilege or immunities as set forth at Sec. 768.28, Florida Statutes or other law, afforded to the City of Belle Isle or its officials, officers, attorneys and employees, or to the Authority and its officials, officers, attorneys and employees. Nothing in this Party Membership Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

7. The Authority acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Authority will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program’s non-ad valorem assessments. The Authority shall be solely responsible for professionally coordinating all interface with the County Tax Collector and County Property Appraiser, and use its best efforts to minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Party Membership Agreement and the Interlocal Agreement. The Authority shall take such actions as are necessary for the lawful levy of the non-ad valorem assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by non-ad valorem assessments associated with qualifying improvements imposed by the Authority.

8. In no event shall the City of Belle Isle be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any financing agreement, any non-ad valorem assessment, any qualifying improvements, any act or omission of any property owner or its/their agents, or any act or omission of Authority or its officers, directors, employees and

agents (including its TPA). City shall have no monetary, appropriation or budgetary obligations under this Party Membership Agreement, the Program, the Interlocal Agreement or any authorizing resolution or ordinance. In no event shall Authority or its members, directors, employees and agents (including its TPA) be empowered or authorized in any manner to create or issue debt against or for the City, and shall not pledge the full faith and credit of the City. In no event shall the City have any responsibility or obligations arising from or concerning any debts incurred or issued by Authority. Neither the Authority nor any holder of any debt obligation issued by the Authority shall ever have the right to compel the City to exercise either its ad valorem or non-ad valorem taxing power, or taxation in any other form, of property therein to pay any amount due under any financing agreements or any non-ad valorem assessment.

9. This Party Membership Agreement shall remain in full force and effect from the date of its execution by the Authority and the City for a period of ten (10) years thereafter, unless terminated earlier as provided herein. Thereafter, this Party Membership Agreement will be automatically renewed for consecutive one-year periods, unless either party elects not to renew with at least ninety (90) days written notice prior to the end of any renewal term. In addition to the termination provisions under the Interlocal Agreement, the City shall have the right, at any time, to terminate this Party Membership Agreement upon ninety (90) days prior written notice to the Authority. The termination of this Party Membership Agreement shall also constitute a termination of the City’s joining the RenewPACE Program or other Program administered by the Authority and termination and release of the City from any and all duties, rights and obligations under the Interlocal Agreement and as a member of the Authority. In the event of termination or non-renewal after the initial ten (10) year term, the City agrees that any project that has been initiated as of the date of termination or non-renewal shall be permitted to be completed.

10. The City of Belle Isle designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Belle Isle:	Attn:	Bob Francis, City Manager City of Belle Isle 1600 Nela Ave Belle Isle, FL 32809
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With a copy to:	Daniel W. Langley, City Attorney Fishback Dominick 1947 Lee Road Winter Park, FL 32789
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11. In the event of any conflict between the Interlocal Agreement and this Party Membership Agreement, this Party Membership Agreement shall control the rights and obligations of the City of Belle Isle and the Authority with respect to the City’s membership and involvement in the Program.

12. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of Orange County, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST: **The Florida Green Finance Authority**, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

Authority Attorney

ATTEST: **City of Belle Isle**, through its
City Council

Yolanda Quiceno, City Clerk

By: _____
Nicholas Fouraker, Mayor

____ day of _____, 2022.

{SEAL}

Approved as to form by:
Daniel W. Langley
City of Belle Isle, City Attorney
Fishback Dominick
1947 Lee Road
Winter Park, FL 32789

By: _____
Daniel W. Langley, City Attorney

RESOLUTION 22-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT, IN ORDER TO JOIN THE FLORIDA RESILIENCY AND ENERGY DISTRICT'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Town of Lake Clarke Shores, the City of Fernandina Beach, and the Florida Development Finance Corporation entered into that certain Interlocal Agreement dated September 6, 2016, (the "Interlocal Agreement), establishing the Florida Resiliency and Energy District, a separate and distinct legal entity in accordance with Section 163.01(7), for the purpose of administering a PACE program; and

WHEREAS, other local governments may join the Florida Resiliency and Energy District program by executing a Party Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Florida Resiliency and Energy District program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Party Membership Agreement attached hereto; and

WHEREAS, the City Council adopted Ordinance 21-16 authorizing PACE programs to operate within the city pursuant to approval by resolution; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City of Belle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. Approval of Party Membership Agreement. The City Commission hereby approves the Party Membership Agreement between the Florida Resiliency and Energy District and the City of Belle Isle, in substantially the form attached to this Resolution. The Party Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs. The Florida Resiliency and Energy District is subject to the provisions of Ordinance 21-16, as may be amended from time to time.

Section 3. Authorization. The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

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

PASSED and ADOPTED this _____ day of _____, 2022.

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

City of Belle Isle

Nicholas Fouraker, Mayor

Attest:

Yolanda Quiceno, City Clerk

s:\d\clients\belle isle, city of\general b900-29001\pace programs\belle isle resolution adopting fred agreement.docx

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN
THE FLORIDA RESILIENCY AND ENERGY DISTRICT
AND THE CITY OF BELLE ISLE**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this ___ day of ____, 2022 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the **City of Belle Isle**, a municipal corporation of the State of Florida (the "City") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the financing of qualifying improvements through a PACE program, in accordance with Section 163.08, Florida Statutes (the "Qualifying Improvements"), and provide an efficient process for real property owners within the legal boundaries of the City to access the Florida Development Finance Corporation (FDFC) PACE Program (the "FDFC PACE Program") and permit FRED to levy assessments for the FDFC PACE Program within such legal boundaries.
2. Parties to the Interlocal Agreement. The Interlocal Agreement, dated September 6, 2016 (the "Interlocal Agreement") between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property, is hereby supplemented and amended on the date last signed below by this Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City as a Party (by virtue of becoming a Subsequent Party), as those terms are defined in the Interlocal Agreement. In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the Parties.

3. Rights of Parties. FRED, together with its member Parties, and the City, with the intent to be bound thereto, hereby agree that the City shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City.
4. Finding of Special Benefit and Levy of Special Assessments. The City hereby finds and acknowledges that access to financing for Qualifying Improvements through the FDFC PACE Program provides a special benefit to real property within its legal boundaries which special benefit is secured by the imposition, levy, apportionment and collection of non-ad valorem special assessments consistent with the common powers provided in this Agreement. FRED and the City acknowledge and agree that the non-ad valorem special assessments arising from a property owner's voluntary participation in the FDFC PACE Program shall be levied by FRED on behalf of the City and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

FRED shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the FRED's authorized non-ad valorem assessments. FRED's responsibility includes, (1) FRED defending, indemnifying and holding harmless the City and its officers, officials, attorneys and employees as provided in the Interlocal Agreement; (2) FRED responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program; and (3) FRED ensuring and being responsible for compliance with all laws, rules and regulations in the imposition and collection of any special assessments levied upon property owned by participating property owners who have entered into a financing agreement.

5. Qualifying Improvements. FRED may provide access to financing for "Qualifying Improvements" to real property within the legal boundaries of the City, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and City law.
6. Financing Agreement. Before extending any financing or subjecting any participating real property within the legal boundaries of the City to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, pursuant to the Section 163.08, Florida Statutes and this Agreement, shall enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the City who qualify for financing through FRED.
7. Boundaries of the FDFC PACE Program. For the limited purposes of administering the FDFC PACE Program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City, which legal boundaries may be limited, expanded, or more specifically designated

from time to time by the City. Notice of such changes shall conform to procedures designated by the District.

8. Eligible Properties. Within the legal boundaries of the City, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the FDFC PACE Program within the limits otherwise prescribed in Section 163.08, Florida Statutes. The District must comply with City ordinances governing PACE programs.
9. Survival of Special Assessments. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City described in paragraph 4 above. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.
10. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the FDFC PACE Program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.
11. Consent. This Agreement, together with the resolution by the governing board of the City approving this Agreement, shall be considered the Parties' consent to authorize FRED to exercise its powers pursuant to Section 163.08, Florida States and to provide access for the FDFC PACE Program to operate within the legal boundaries of the City, as required by Section 163.08, Florida Statutes.
12. City Coordinator. The City Manager or the City Manager's designee shall serve as the City's primary point of contact and coordinator. The City will advise FRED of any changes to the City's primary contact and coordinator within 30 days of such changes.
13. Limited Obligations. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City. To the extent that FRED or FDFC issues bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating

properties within the legal boundaries of the City. The issuance of such bonds shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the City. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City is not an obligated party, and also adequately disclose material attendant risks with the FDFC PACE Program.

- 14. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City. If required by the tax collector and property appraiser, the City agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

FRED shall be solely responsible for professionally coordinating all interface with the tax collector and property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Agreement and the Interlocal Agreement. FRED shall take such actions as are necessary for the lawful levy of the special assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by FRED.

- 15. Opinion of Bond Counsel. FRED warrants, based on counsel’s review of the bond validation judgment and the underlying bond documents that the FDFC PACE Program’s structure complies with the bond validation judgment and the underlying bond documents.

- 16. Agents of FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City, state and federal laws.

- 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803

407.956.5695 (t)
bspivey@fdcbonds.com

and Issuer’s Counsel with Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@broadandcassel.com

If to the City:

City Manager
City of Belle Isle
1600 Nela Ave
Belle Isle, FL 32809

- 18. Non-Exclusive. The FDFC PACE Program, this Agreement and the Interlocal Agreement are non-exclusive for the City, meaning the City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.
- 19. Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City and FRED or other delegated authority authorized to execute same on their behalf.
- 20. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 21. Merger. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 22. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
- 23. Third Party Beneficiaries. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third

party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

- 24. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 25. Recording. This Limited Purpose Party Membership Agreement shall be filed by FRED as an amendment to the Interlocal Agreement with the Clerk of the Circuit Court in the Public Records of the County where the Authority maintains its principal place of business, and Orange County , in accordance with Section 163.01(11), Florida Statutes.
- 26. Severability. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 27. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
- 28. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Ninth Judicial Circuit in and for Orange County, Florida, the United States District Court for the Middle District of Florida, or United States Bankruptcy Court for the Middle District of Florida, as appropriate.
- 29. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein or any other privilege, immunity, or defense afforded by law to the Parties and their respective officials, officers, employees and agents.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this ____ day of _____, 2022.

CITY OF BELLE ISLE,
A Florida municipal corporation.

By: _____
Nicholas Fouraker, Mayor Date

Attest:

By: _____
Yolanda Quiceno, City Clerk Date

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[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

FLORIDA DEVELOPMENT FINANCE CORPORATION on behalf of FLORIDA RESILIENCY AND ENERGY DISTRICT

By:

William "Bill" F. Spivey, Jr.
Executive Director

RESOLUTION 22-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT, IN ORDER TO JOIN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the “Qualifying Improvements”); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes via that certain Amended and Restated Interlocal Agreement recorded at Official Records Book 28217, Pages 0312 of the Public Records of Dade County, Florida (“Interlocal Agreement”), to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, other local governments may join the Green Corridor Property Assessment Clean Energy (PACE) District program by executing a Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Green Corridor Property Assessment Clean Energy (PACE) District program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Membership Agreement attached hereto; and

WHEREAS, the City Council adopted Ordinance 21-16 authorizing PACE programs to operate within the city pursuant to approval by resolution; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City of Belle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. Approval of Membership Agreement. The City Council hereby approves the Membership Agreement between the Green Corridor Property Assessment Clean Energy (PACE) District and the City of Belle Isle, in substantially the form attached to this Resolution. The Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs. The Green Corridor Property Assessment Clean Energy (PACE) District is subject to the provisions of Ordinance 21-16, as may be amended from time to time.

Section 3. Authorization. The Mayor, or his or her designee, is hereby authorized to execute the Membership Agreement.

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

PASSED and ADOPTED this _____ day of _____, 2022.

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

City of Belle Isle

Nicholas Fouraker, Mayor

Attest:

Yolanda Quiceno, City Clerk

s:\d\clients\belle isle, city of\general b900-29001\pace programs\green cooridor\belle isle resolution adopting green cooridor membership agreement.docx

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND CITY OF BELLE ISLE

This Membership Agreement (the “Membership Agreement”) is entered into this ___day of ____, 2022 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the “Green Corridor”), and City of Belle Isle, Florida, a municipality of the State of Florida (the “City”) (collectively, the “Parties” or either individually being a “Party”) for the purpose of providing a PACE program within the City.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes via that certain Amended and Restated Interlocal Agreement recorded at Official Records Book 28217, Pages 0312 of the Public Records of Dade County, Florida (“Interlocal Agreement”), to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on _____, the City adopted Resolution _____ agreeing to join the Green Corridor as a non-voting member and approving this Membership Agreement in order for property owners within the City to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, this Membership Agreement is an interlocal agreement between the Parties (and when the context requires it, between the City and the other member governments of Green Corridor) adopted pursuant to Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the City in accordance with Section 163.08, Florida Statutes, by virtue of the City’s joining the Green Corridor as a non-voting member and utilizing the Green Corridor’s existing program (the “Program”).
3. Qualifying Improvements. The City shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the City.
4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning City specifically reserves the right to join any other entity providing a similar program

under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

- 5. Program Guidelines: The Parties agree that, unless the City desires to implement its own local program guidelines as described below, the Program to be offered in the City will be wholly governed by the Green Corridor’s Program Guidelines. Green Corridor will follow the City’s code of ordinance provisions governing PACE programs. If the City desires to implement additional local program guidelines, it may do so upon sixty (60) day’s written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the City. These local program guidelines shall be consistent with the Green Corridor’s guidelines. The City may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor’s guidelines and the City’s guidelines, the Green Corridor’s guidelines shall control. The Green Corridor’s Program Guidelines do not apply to other PACE program(s) for which the City may choose to join, participate in or authorize to operate within the City.

- 6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the City, which boundaries may be limited, expanded, or more specifically designated from time to time by the City by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the City to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the City as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.

- 7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to and in compliance with Section 163.08, Florida Statutes, with property owner(s) within the City who obtain financing through the Green Corridor.

- 8. Amended and Restated Interlocal Agreement. The Parties agree that the City shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the “Interlocal Agreement”). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the City.

9. Responsibilities of the Green Corridor; Indemnification. Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. Green Corridor shall ensure and be responsible for compliance with all laws, rules and regulations in the imposition and collection of any special assessments levied upon property owned by participating property owners who have entered into a financing agreement. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the City and extend to protect the City and its officials, officers, attorneys and employees concerning the duties and responsibilities of Green Corridor and its officers, directors, employees and agents (including its TPA) as set forth in this Membership Agreement.

10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments. Green Corridor shall be solely responsible for professionally coordinating all interface with the County Tax Collector and County Property Appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Membership Agreement and the Interlocal Agreement. Green Corridor shall take such actions as are necessary for the lawful levy of the special assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by Green Corridor.

11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all City property owners that may utilize the Program.

12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties for a period of ten (10) years thereafter, unless terminated earlier as provided herein. Thereafter, this Membership Agreement will be automatically renewed for consecutive one-year periods, unless either party elects not to renew with at least ninety (90) days written notice prior to the end of any renewal term. Any Party may, at any time, terminate this

Membership Agreement upon ninety (90) days prior written notice. The termination of this Membership Agreement shall also constitute a termination of the City's joining the Green Corridor as a non-voting member and termination and release of the City from any and all duties, rights and obligations under the Interlocal Agreement and as a member of the Green Corridor.

- 13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the City's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes and the Interlocal Agreement.
- 14. Voting Rights. The Parties agree that the City shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.
- 15. Limitations. Nothing herein shall be deemed or construed as a waiver of any sovereign immunity of or any other defense, privilege or immunities under law afforded to the City or its officials, officers, attorneys and employees. Nothing in this Membership Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

In no event shall the City be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any financing agreement, any special assessment, any qualifying improvements, any act or omission of any property owner or its/their agents, or any act or omission of Green Corridor or its officers, directors, employees and agents (including its TPA). City shall have no monetary, appropriation or budgetary obligations under this Membership Agreement, the Program, the Interlocal Agreement or any authorizing resolution or ordinance. In no event shall Green Corridor or its members, directors, employees and agents (including its TPA) be empowered or authorized in any manner to create or issue debt against or for the City, and shall not pledge the full faith and credit of the City. In no event shall the City have any responsibility or obligations arising from or concerning any debts incurred or issued by Green Corridor. Neither the Green Corridor nor any holder of any debt obligation issued by the Green Corridor shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of property therein to pay any amount due under any financing agreements or any special assessment.

- 16. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director

Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

If to City:
City of Belle Isle
Attn: City Manager
1600 Nela Ave
Belle Isle, FL 32809

With a Copy to:
Fishback Dominick
Attn: City Attorney
1947 Lee Road
Winter Park, Florida 32789

- 17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.
- 18. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 19. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.
- 20. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
- 21. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

- 22. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.
- 23. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 24. Venue. The exclusive venue of any legal or equitable action against the Parties that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.
- 25. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Membership Agreement on this ____ day of _____, 2022.

ATTEST:

GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY
(PACE) DISTRICT

By: _____
District Secretary

By: _____
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman Cole &
Bierman, P.L., District Attorney

ATTEST:

CITY OF BELLE ISLE , A FLORIDA
MUNICIPAL CORPORATION

By: _____
Yolanda Quiceno, City Clerk

By: _____
Nicholas Fouraker, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Daniel W. Langley, City Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

RESOLUTION 22-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT, IN ORDER TO JOIN THE FLORIDA PACE FUNDING AGENCY PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the “Qualifying Improvements”); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, other local governments may join the Agency program by executing a Non-Exclusive Interlocal Subscription Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Council desires to join the Agency program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Non-Exclusive Interlocal Subscription Agreement attached hereto; and

WHEREAS, the City Council adopted Ordinance 21-16 authorizing PACE programs to operate within the city pursuant to approval by resolution; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City of Belle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. Approval of Party Membership Agreement. The City Council hereby approves the Non-Exclusive Interlocal Subscription Agreement between the Florida PACE Funding Agency and the City of Belle Isle, in substantially the form attached to this Resolution. The Non-Exclusive Interlocal Subscription Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs. The Florida PACE Funding Agency is subject to the provisions of Ordinance 21-16, as may be amended from time to time.

Section 3. Authorization. The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

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

PASSED and ADOPTED this _____ day of _____, 2022.

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

City of Belle Isle

Nicholas Fouraker, Mayor

Attest:

Yolanda Quiceno, City Clerk

s:\dl\clients\belle isle, city of\general b900-29001\pace programs\florida pace funding agency\belle isle resolution adopting florida pace funding agency agreement.docx

**A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of [REDACTED], 2022 (this "Subscription Agreement"), by and between Belle Isle, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any

agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

“Obligations” shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

“Program” means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency’s Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

“Property Owner” means, collectively, all of the record owners of real property subject to a Financing Agreement.

“Qualifying Improvements” means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

“Special Assessments” means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or

marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency's Program has assembled open public governance and oversight, staffing, third-party administration, third-party originators, third-party tax roll administration, Program counsel, and an independent institutional trustee; the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements; and that the Agency presently has funding in place and available under executed bond purchase agreements and trust indentures.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

**ARTICLE II
SUBSCRIPTION**

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber’s jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the Property Owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary memorandum thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. The Agency shall ensure and be responsible for compliance with all laws, rules and regulations in the imposition and collection of any Special Assessments levied upon property owned by participating property owners who have entered into a Financing Agreement. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective

that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

**ARTICLE III
GENERAL PROVISIONS**

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription

Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency’s Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency’s mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency’s uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency’s mission.

(C) The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the “non-breaching party”) may terminate this Subscription Agreement by providing the other party (the “breaching party”) 10 days prior written notice (“Termination Notice”) in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice (“Termination Date”), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: City of Belle Isle
Attn: City Manager
1600 Nela Ave
Belle Isle, FL 32809

With a copy to: Fishback Dominick
Attn: Belle Isle City Attorney
1947 Lee Road
Winter Park, Florida 32789

Agency: Mike Moran
Executive Director
Florida PACE Funding Agency
c/o Southern Sky Energy
4411 Bee Ridge Rd., #134
Sarasota, Florida 34233

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other

tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

(D) In no event shall the Subscriber be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any Financing Agreement, Financing Documents, Special Assessment, Qualifying Improvements or any act or omission of any Property Owner or its/their agents. Subscriber shall have no monetary, appropriation or budgetary obligations under this Subscription Agreement or any authorizing resolution.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Lee County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

**CITY OF BELLE ISLE, A FLORIDA
MUNICIPAL CORPORATION**

(SEAL)

By: _____
Nicholas Fouraker, Mayor

Attest:

Approved as to form:

Yolanda Quiceno, City Clerk

Daniel W. Langley
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Mike Moran, Executive Director

ATTEST:

James Ley, Secretary

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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 22-01 Annexation of Sienna Place Condominiums (2nd Reading/Adoption)

Background: The ordinance was read for the first time at the January 4, 2022 Council Meeting. The Council answered questions that a resident had on the annexation. The goal was to have a voluntary annexation; however not all property owners would sign a consent. The majority of residents in the HOA want to be annexed into Belle Isle. Therefore we will look at an involuntary annexation. The City sent an urban services report to the Clerk of the County Commission. The City must adopt a non-emergency ordinance concerning the annexation after holding 2 advertised public hearings. Notices were mailed to property owners in the area to be annexed. The mailed notice describes the annexation proposal, the time and place for each public hearing to be held regarding the annexation, and the place or places within the City where the proposed ordinance may be inspected by the public.

The city must submit the adopted annexation ordinance to a referendum of the registered electors located within the area proposed to be annexed before the ordinance can become effective. The annexation referendum(s) must be held at the next regularly scheduled election following the final adoption of the ordinance of annexation. We expect this to be on the County ballot in March. If the referendum fails, the subject area cannot be the subject of an annexation ordinance by that municipality for a period of two years.

Staff Recommendation: Adopt Ordinance 22-01

Suggested Motion: I move we adopt Ordinance 22-01.

Alternatives: Do not read the ordinance and move to not conduct the annexation.

Fiscal Impact: TBD

Attachments: Ordinance 22-01

ORDINANCE 22-01

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, RELATED TO ANNEXATION; MAKING CERTAIN FINDINGS AND PROPOSING TO ANNEX THAT CERTAIN PROPERTY KNOWN AS SIENNA PLACE CONDOMINIUM CONSISTING OF ONE HUNDRED AND SIXTY-EIGHT (168) INDIVIDUAL CONDO UNITS AND THE COMMON ELEMENTS DESCRIBED IN THAT CERTAIN DECLARATION OF CONDOMINIUM RECORDED AT BOOK 0841, PAGE 1959-2091, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND GENERALLY LOCATED ADJACENT TO AND WEST OF SOUTH CONWAY ROAD, EAST OF THE EAST LINE OF LAKE CONWAY ESTATES SECTION SIX, AS RECORDED IN PLAT BOOK "Z" PAGE 17 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SOUTH OF THE SOUTH LINE OF LAKE CONWAY WOODS AS RECORDED IN PLAT BOOK 4 PAGES 41-42 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND NORTH OF HOFFER AVENUE; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF BELLE ISLE JURISDICTION OVER SAID PROPERTY; CALLING FOR A REFERENDUM TO BE HELD FOR ELECTOR APPROVAL OF THE ANNEXATION FOR ELECTORS RESIDED IN THE ANNEXED AREA; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Belle Isle, in the interest of promoting the public health, safety, welfare, and aesthetics of the residents and property owners of the City of Belle Isle, deems it to be consistent with the law of the State of Florida to annex that certain area of land as described herein (area to be annexed); and

WHEREAS, the area to be annexed is legally described by metes and bounds; and

WHEREAS, the 2021 Sienna Condominium Annexation Report (hereinafter referred to as "Annexation Report") for the area to be annexed has been filed with the Orange County Board of County Commissioners pursuant to Section 171.042 (2) Florida Statutes; and

WHEREAS, the Annexation Report has been determined to satisfy the requirements of Chapter 171, Florida Statutes and is approved; and

WHEREAS, the notices of the proposed annexation have been mailed to each person who resides or owns property within the area to be annexed as required by Section 171.042(3); and

WHEREAS, the City Council of the City of Belle Isle, Florida, finds that the area to be annexed is reasonably compact and contiguous to the City of Belle Isle, and this annexation does not create any enclaves, pockets, or finger areas in serpentine patterns, as required by law; and

WHEREAS, the area to be annexed consists of a single area that is wholly located within

Orange County, Florida; and

WHEREAS, the area to be annexed satisfies the City of Belle Isle’s annexation criteria and complies with all requirements of general law for annexation; and

WHEREAS, pursuant to Section 171.0413, Florida Statutes, a general referendum is required to be held to effectuate the annexation of the area to be annexed; and

WHEREAS, the owners of more than 50% of the land in the area to be annexed and the owners of more than 50% of the parcels in the area to be annexed have consented to the annexation; and

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Belle Isle, Florida:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein as legislative findings by the City Council.

SECTION 2. Area to be Annexed. The property as shown on the map attached hereto as Exhibit "A" and incorporated to this Ordinance by reference and legally described as follows is hereby annexed into the City of Belle Isle, Florida, to wit:

A PARCEL OF LAND IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 17, RUN SOUTH 00° 06' 21" WEST ALONG THE EAST LINE OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 1338.57 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼; THENCE SOUTH 89° 50' 25" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 850' 25" WEST ALONG SAID SOUTH LINE, ALSO BEGINNING THE SOUTH LINE OF LAKE CONWAY WOODS AS RECORDED IN PLAT BOOK 4 PAGES 41-42 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 608.40 FEET; THENCE SOUTH 00° 02' 31, EAST ALONG THE EAST LINE OF LAKE CONWAY ESTATES SECTION SIX, AS RECORDED IN PLAT BOOK "Z" PAGE 17 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 556.00 FEET; THENCE NORTH 89° 50' 23" EAST, 606.97 FEET; THENCE NORTH 00° 06' 21" EAST ALONG A LINE 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 17, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY OF CONWAY ROAD, A DISTANCE OF 556.00 FEET TO THE POINT OF BEGINNING.

The territorial boundary lines of the City of Belle Isle, Florida, are hereby redefined so as to include therein these tracts of land as described herein.

SECTION 3. Effect of Annexation. That the City of Belle Isle shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions. Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

SECTION 4. Referendum. The annexation proposed by this Ordinance and its accompanying ballot question shall be placed on a referendum ballot and submitted to the qualified electors residing within the area proposed to be annexed by this Ordinance for the election held on March 8, 2022. The qualified voters residing within the area proposed to be annexed by this Ordinance shall have an opportunity to vote on the proposed annexation. The City Clerk is hereby authorized and directed to advertise the referendum election authorized herein in accordance with the applicable provisions of the City Charter, City Code, Florida Statutes, Florida Administrative Code, and federal law. The City Council via resolution shall have the authority to determine and direct the ballot question and ballot summary for said referendum, to reschedule such referendum for a later date if determined necessary and to take any other actions as necessary to conduct the referendum. The annexation proposed by this Ordinance shall be deemed approved upon receiving the affirmative votes from the majority of the votes cast in the referendum.

SECTION 5. Severability Clause. In the event that any term, provision, clause, sentence or section of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence or section did not exist.

SECTION 6. Conflicts. This Ordinance shall be liberally interpreted to effectuate its purpose of annexation of the area to be annexed. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 7. Effective Date. This Ordinance shall become effective after its adoption by the City Council of the City of Belle Isle, Florida and upon approval by at least a majority of the electors residing within the proposed annexation area who cast votes in the referendum.

FIRST READING AND PUBLIC HEARING: _____, 2022.

SECOND READING AND PUBLIC HEARING: _____, 2022.

ADOPTED this ____ day of _____ 2022, by the City Council of the City of Belle Isle, Florida.

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

CITY COUNCIL
CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

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

RESOLUTION 22-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A BALLOT QUESTION AND SUMMARY FOR THE ANNEXATION REFERENDUM REQUIRED BY ORDINANCE 22-01 CONCERNING THE ANNEXATION OF SIENNA PLACE CONDOMINIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 18, 2022, the Belle Isle City Council adopted Ordinance 22-01 to involuntary annex the Sienna Place Condominium properties consisting of 168 individual condo units and common elements as more specifically described in Ordinance 22-01 (the “Annexation Area”) and calling for a referendum for elector approval of the same; and

WHEREAS, only the qualified electors residing within the Annexation Area are permitted to cast a vote in the referendum contemplated by Ordinance 22-01 to be held on March 8, 2022; and

WHEREAS, the City Council desires to establish a ballot summary and ballot question for the annexation referendum contemplated by Ordinance 22-01; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City of Belle Isle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. Referendum Ballot Question. The ballot summary and ballot question for the referendum required by Section 4 of Ordinance 22-01 will be as follows:

Sienna Place Condominium Annexation into the City of Belle Isle

Shall the individual condominium units and common elements of the Sienna Place Condominium be annexed into the city limits of the City of Belle Isle as proposed by City of Belle Isle Ordinance 22-01?

Yes _____

No _____

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 18th day of January, 2022.

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

City of Belle Isle

Nicholas Fouraker, Mayor

Attest:

Yolanda Quiceno, City Clerk

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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 21-15 Impact Fees

Background: The City Council read the Ordinance for the first time at the December 7 meeting, but had questions that they wanted answered prior to the second reading and proposed adoption in March, 2022. Those questions were:

Question 1: Why can't the developer receive a credit if the proposed development or redevelopment results in a lower impact generating development? Section 46-193 (d) prevents this.

Question 2: Why can't there be an offset of impact fees if the developer pays for the off-site development? Section 46-195 doesn't allow for this.

Question 3: When is the payment of impact fees due? It doesn't specifically say when; it just says that it can't be paid prior to the issuance of a building permit, so it's assumed at the time the permits are paid for.

Question 4: What is General Government?

I discussed these questions with Commissioner Holihan and the answers are provided in the attached memorandum.

Staff Recommendation: Review the attached memorandum. If the answers are satisfactory, then continue toward adopting the Ordinance at the March 1, 2022 Council meeting.

Suggested Motion: **I move we read Ordinance 21-15 for a second time at the March 1, 2022 Council Meeting.**

Alternatives: Do not charge impact fees or continue to revise the ordinance

Fiscal Impact: TBD based on new development and new fees approved in the study

Attachments: Memorandum
Ordinance 21-15



CITY OF BELLE ISLE, FL

1600 NELA AVENUE, BELLE ISLE, FL 32809 * TEL 407-851-7730

MEMORANDUM

From the Desk of Bob Francis, City Manager

To: Mayor and Council
Date: January 18, 2022
Re: Questions Related to Impact Fee Ordinance

Before Ordinance 21-15 (changes to impact fees), there were several questions raised at the Council meeting on December 7th. Before the second reading and adoption of the ordinance, the Council wanted to have these questions answered. I discussed many of these questions with Commissioner Holihan due to his property development expertise.

Question 1: Why can't the developer receive a credit if the proposed development or redevelopment results in a lower impact generating development? **Section 46-193 (d)** seems to prevent this. So can we issue a credit if the impact is lower or if the replacement of a building, structure or residence with a similar building, structure or residence and with a similar land use?

Response: The City can issue a credit for the use, if they are developing with a lesser use but they should not get a credit or refund that might result in the City giving the developer a refund or any cash for the lower use. If a lesser use is being proposed, the existing use would provide enough credit so no additional fees are due, unless no activity occurred on the property (sat stagnant) for a year or more. Section 46-193 (d) would be amended to read: ***(d) If a development involves the replacement, expansion, and/or change of use related to an existing development, the impact fees due shall be determined by the difference between the fees that would otherwise have been due for the most recent use of the existing site and the fees for the proposed development or redevelopment. No impact fee credits or refunds will be given if a development involves the replacement, expansion, and/or change of use resulting in a lower impact generating development; however credit may be given for off-site development. Provided however, if a building or structure is demolished and a replacement building or structure is not permitted for reconstruction or redevelopment within one (1) year from demolition, the previously existing building or structure will not be considered as previously existing for impact fee purposes, and the new development will be charged at the full impact fee amount due (without reduction) based on the new development.***

Question 2: Why can't there be an offset of impact fees if the developer pays for the off-site development? Section 46-195 doesn't allow for this.

Response: This could be cured through a Developer Agreement. With a Developer Agreement, we can permit the construction of specific off-site road system improvements in lieu of or with a credit against the road impact fee. We can add a new section for allowing for a Developer Agreement.

Sec. 46-201 Development agreements.

(a) The city may enter into a development agreement with an applicant to establish road impact fees or to provide equivalent road improvements necessary to serve new buildings. A development agreement may include, but shall not be limited to, provisions which:

(1) Permit the construction of specific road system improvements in lieu of or with a credit against the road impact fee otherwise assessable

(2) Provide for a transfer of credits to any successor in interest in land.

(3) Allow a schedule and method of payment of impact fees in a manner different than provided in section 46-195, in a manner appropriate to the particular circumstances of the proposed development in lieu of the requirements for payment of the fees as set forth in this subsection, provided that security is posted or provided ensuring payment of the fees with interest, in a form acceptable to the city, which security may be in the form of a cash bond, irrevocable letter of credit, negotiable certificate of deposit or escrow account, surety bond, or lien or mortgage on lands to be covered by the building permit. The city manager may waive the security requirement for development agreements involving changes of use.

(b) Any agreement proposed by an applicant pursuant to this section shall be presented to and approved by the city council prior to when the road impact fee is due pursuant to this division. Any such agreement shall provide for execution by any mortgagees, lienholders, or contract purchasers in addition to the landowner, and shall require the applicant to record such agreement in the public records of the county. The city council shall approve such an agreement only if it finds that the agreement will apportion the burden of expenditure for new facilities in a just and equitable manner, consistent with applicable state law and case law and this division.

Question 3: When is the payment of impact fees due? It doesn't specifically say when; it just says that it can't be paid prior to the issuance of a building permit, so it's assumed at the time the permits are paid for. When I was in Oregon, we allowed for developer agreements that allowed it to be paid prior to the issuance of a CO (gave the developer more cash up-front) or at the time of substantial completion of the development.

Response: This could also be addressed in the Developer Agreement. If the impact fees are not needed by the City up-front, the Developer Agreement can allow for fees to be paid prior to the issuance of a CO (giving the developer more cash up-front to complete the project) or at the time of substantial completion of the development. Payment of fees can be part of the Developer Agreement under (a)(3) above. If a Developer Agreement is not allowed, then under Sec. 46-193 we could add language like: *Except as provided for in Section 46-201 or herein, the road impact fee shall be due and payable at the earlier of: (i) prior to the issuance of certificate of occupancy for a residential structure; (ii) prior to issuance of building permit for tenant build out for an existing building; (iii) prior to the issuance of shell certificate of occupancy for new construction for nonresidential structure; and (iv) prior to the occupancy of or change in use of a building, structure and other improvement of land. If the road impact fee is paid in full prior to or at the time of issuance of the building permit, the applicant is entitled to a three percent cost reduction on the road impact fee; provided, however, such discount does not apply to impact fees paid at time of issuance of a building permit for tenant build out for an existing building.*

Question 4: What is General Government?

Response: That is clearly defined in the ordinance (page 5) and the study. It was suggested by the consultant to have this category as it takes the place of police, fire, and public works. If you see the comparison chart in the study (page 3), it clearly demonstrates this.

ORDINANCE NO. 21-15

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING ARTICLE VII OF CHAPTER 46 OF THE CITY’S LAND DEVELOPMENT CODE PERTAINING TO ROAD IMPACT FEES AND REPLACING SAME WITH NEW ARTICLE VII OF CHAPTER 46 OF THE LAND DEVELOPMENT CODE PERTAINING TO IMPACT FEES, THEREBY CREATING AND IMPOSING A NEW SYSTEM OF IMPACT FEES TO BE IMPOSED UPON DEVELOPMENT WITHIN THE CITY LIMITS; CREATING A NEW IMPACT FEE PROGRAM AND ADOPTING RELATED PROVISIONS PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT THEREOF; ADOPTING AN IMPACT FEE STUDY IN SUPPORT OF IMPACT FEES IMPOSED; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City Council has retained the firm of Duncan Associates to study the technical basis to enact a new impact fee program within the City limits; and

WHEREAS, has prepared and presented to the City Council a report titled “Belle Isle, Impact Fee Study for Transportation, Parks, and General Government Facilities” dated October 2021 (the “Impact Fee Study”), which establishes the proportionate share of new development’s impacts on the transportation, parks, and general governmental facilities (“Facilities”) for which impact fees will be collected pursuant to this Ordinance; and

WHEREAS, the Impact Fee Study has been presented to and reviewed by the City Council, which has determined: (1) that impact fees are necessary to offset the costs to the City associated with meeting the demand for additional Facilities created by projected new residential and non-residential development; (2) that the amount of the impact fees to be imposed by the City bears a reasonable relationship to the burden imposed upon the City to provide to new development the additional Facilities addressed in the Impact Fee Study, (3) the expenditure of transportation impact fees, pursuant to the terms of this Ordinance, will result in a beneficial use to such new development reasonably related to the impact fees, per dwelling unit, by type, and per increment of non-residential development; (4) that a “rational nexus” exists between the projected new development and the need for additional Facilities to be funded via the impact fees; and (5) that the amount of the impact fees is “roughly proportional” to the additional Facilities required to provide adequate service to new development; and,

WHEREAS, pursuant to § 163.31801, Florida Statutes:

- (a) The Impact Fee Study, and the impact fees recommended therein, are based on the most recent and localized data;

(b) This Ordinance includes procedures for accounting and reporting of impact fee collections and expenditures in order to assure compliance with applicable legal standards;

(c) This Ordinance provides for a separate accounting fund for the revenues and expenditures for which impact fees will be collected;

(d) Administrative fees charged pursuant to this Ordinance for the collection of impact fees are limited to actual costs to the City to administer collection of impact fees;

(e) The City provided notice on the ____ day of _____, 2021, which is more than ninety (90) days prior to the effective date of this Ordinance; and

(f) This Ordinance requires audits of the City’s financial statements to include an affidavit of the City’s chief financial officer stating that the requirements of § 163.31801, Fla. Stat. have been complied with; and

WHEREAS, planning for improvements to serve new growth and development that generate additional travel, and the implementation of such planning through the comprehensive planning process is a responsibility of the city under Chapter 163, pt. II (the Community Planning Act), Florida Statutes, and is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the Florida Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction; and

WHEREAS, on _____, 2021, the City’s local planning agency, the Planning & Zoning Board held a hearing on this Ordinance and made a recommendation to the City Commission; and

WHEREAS, the City Commission finds, based on the Impact Fee Study, that improvements, including those associated with transportation, parks, and general governmental facilities, expand the capacity of the City’s Facilities; and

WHEREAS, the impact fees assessed pursuant to this Ordinance are necessary to ensure the public health, safety, and welfare of the residents of the City of Belle Isle;

NOW THEREFORE, BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA AS FOLLOWS:

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

Section 2. City Code Amendment. Article VII of Chapter 46 of the City’s Code of Ordinances pertaining to the Road Impact Fee is hereby **REPEALED** in its entirety, and this

New Article VII of Chapter 46 of the City’s Code of Ordinances is substituted and **ADOPTED** in lieu thereof (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

ARTICLE VII. - IMPACT FEES

Sec. 46-191. - Short title, authority, applicability, and adoption of technical report.

- (a) Short title. This article shall be known and may be cited as the "Belle Isle Impact Fee Ordinance."
- (b) Authorization. The city council has the authority to adopt this article pursuant to Article VIII of the Florida Constitution and F.S. ch. 125 and F.S. §§ 163.31801, 163.3201, 163.3202 and 380.06(16).
- (c) Applicability. This article shall apply to all new development within the incorporated area of the City of Belle Isle.
- (d) Incorporation of technical report. The City Council has reviewed and accepted, and incorporates into this article by reference, the report prepared by Duncan Associates, titled “Belle Isle, Florida Impact Fee Study for Transportation, Parks, and General Government Facilities,” dated October 2021 (hereinafter the "Technical Report"), or any subsequent similar report, which establishes the need for and appropriate amount of impact fees for transportation, parks, and general government facilities necessary to serve new development.

Sec. 46-192. – Definitions.

- (a) Land use definitions. The land use categories in the impact fee schedule are defined as follows.

Single-Family Detached means a building containing only one dwelling unit, including a mobile or manufactured home.

Multi-Family means a building containing two or more dwelling units, including duplexes, apartments, residential condominiums, townhouses, and timeshares.

Retail/commercial means establishments engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, amusement parks, auto parts stores, auto wrecking yards, auto repair, automobile sales and service, banks, bars or cocktail lounges, barber shops, bowling alleys, building material and lumber stores, car washes, convenience stores, dance studios, department stores, discount stores, florist shops, funeral homes, furniture stores, golf courses and driving ranges, grocery stores, hardware and paint stores, health or fitness clubs, home improvement stores, hotels or motels, laundromats, lawn and garden supply

stores, marinas, massage parlors, miniature golf courses, movie theaters, newsstands, nightclubs, pharmacies, restaurants, shopping centers, supermarkets, theaters, tire stores, variety stores, and vocational or technical schools. Any land use within a shopping center shall be considered a retail/commercial use.

Office shall mean a building exclusively containing establishments providing executive, management, administrative, financial or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. It may be the upper floors of a multi-story office building with ground floor retail/commercial uses. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, photocopy and reproduction, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios, professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; medical and dental offices and clinics, including veterinarian clinics; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations. This category does not include an administrative office that is ancillary to the principal use on the site.

Industrial/warehouse means an establishment primarily engaged in the fabrication, assembly or processing of goods, or the display, storage, and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. Typical uses include manufacturing plants, industrial parks, research and development laboratories, welding shops, wholesale bakeries, dry cleaning plants, bottling works, wholesale distributors, storage warehouses, trucking terminals, moving and storage firms, recycling facilities, trucking and shipping operations, major mail processing centers, and mini-warehouses.

Public/institutional shall mean a governmental, quasi-public, institutional or nonprofit recreational use. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, fire stations, city halls, county court houses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and parks and playgrounds.

(b) Other definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person who applies for a development permit for impact-generating land development.

Director means the city manager or employee designated thereby to review applications for development permits that require impact fee payments pursuant to this article.

General government facilities means facilities used for the provision of police protection and other general government services, including city administration, public works, and other city services, but excluding facilities related to transportation, parks and recreation, water, and wastewater services.

Impact-generating land development is land development designed or intended to permit a use of the land that will contain more dwelling units or floor space than the existing use of the land in a manner that increases the generation of vehicular traffic or the demand for parks or general government facilities.

Major roadway system means all arterial and collector roads within the city’s incorporated area.

Site-related improvements means road improvements necessary to provide safe and adequate ingress and egress to a development site while maintaining efficient traffic operations. Such improvements include, but are not limited to, right-of-way and easements, turn lanes, acceleration and deceleration lanes, traffic control signals, and signage and marking.

Square feet means a measurement of one (1) foot by one (1) foot. For the purpose of assessing impact fees, it is calculated by using the gross floor area of a building, measured from the exterior faces of exterior walls, excluding areas within the interior of a building that are utilized for vehicular maneuvering and parking. Structures without roofs or walls shall not be deemed to have square footage under the terms of this article.

Sec. 46-193. – Imposition of impact fees.

- (a) Any person who applies for the issuance of a development permit for an impact-generating land development shall be required to pay impact fees in the manner and amounts set forth herein. No development permit for any impact-generating development requiring payment of an impact fee pursuant to this article shall be issued unless and until the impact fees hereby required have been paid. Impact fees shall not be collected prior to the issuance of a building permit. If no building permit is required, the impact fees shall be collected prior to the issuance of the final permit required for the development. The obligation to pay impact fees due shall run with the land.
- (b) Unless the applicant requests an independent fee calculation pursuant to section 46-194 of this article, the impact fees due shall be determined by using the applicable fee schedule set forth below.

(1) The following fee schedule will be in effect from April 1, 2022 through March 31, 2023.

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$1,609</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,414</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,457</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,044</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

(2) The following fee schedule will be in effect from April 1, 2023 through March 31, 2024.

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$1,788</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,593</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,483</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,070</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

(3) The following fee schedule will be in effect from April 1, 2024 through March 31, 2025.

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$1,967</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,772</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,509</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,096</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

(4) The following fee schedule will be in effect after March 31, 2025.

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$2,146</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,951</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,536</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,123</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

- (c) The director shall determine the appropriate land use category or categories for the proposed development. The determination shall be based on the categories listed in the fee schedule, the proposed primary use of the site, and the definitions of the categories in section 46-192. In the event that the building permit covers multiple primary uses, such as residential and commercial in the same building, the fees for each primary use shall be calculated separately and summed.
- (d) If a development involves the replacement, expansion, and/or change of use related to an existing development, the impact fees due shall be determined by the difference between the fees that would otherwise have been due for the most recent use of the existing site and the fees for the proposed development or redevelopment. No impact fee credits or refunds will be given if a development involves the replacement, expansion, and/or change of use resulting in a lower impact generating development. Provided however, if a building or structure is demolished and a replacement building or structure is not permitted for reconstruction or redevelopment within one (1) year from demolition, the previously existing building or structure will not be considered as previously existing for impact fee purposes, and the new development will be charged at the full impact fee amount due (without reduction) based on the new development.
- (e) If impact fees are due under this chapter or any portion or combination thereof are due, and such fees are not paid when due for any reason, including a failure to pay due to incorrect land use activity, mistake, or inadvertence, the city shall have the right to proceed to collect such fees as follows:
 - (1) The city shall serve, by certified mail-return receipt requested and regular U.S. Mail, a notice of nonpayment upon the building permit applicant at the address set forth in the building permit application, and

then current owner of the property based on the ownership information appearing on the Orange County Property Appraiser website. Provided the city sends the notice of nonpayment, the applicant's and/or current owner's failure to receive delivery of such notice of nonpayment shall not invalidate or otherwise impact the city's ability to collect the outstanding amount owed and place and foreclose a notice of lien against the applicable property.

- (2) The notice of nonpayment shall contain:

 - i. A description of the property;
 - ii. Advise the applicant and the property owner of the amount due and the fee and/or charges that were not paid; and
 - iii. Advise that if the impact fees are not paid within 30 calendar days from the date of the notice of nonpayment, that a notice of lien against the applicable property for which the building permit was secured may be recorded in the official records of Orange County and such notice of lien may be foreclosed upon by the city to collect the outstanding sums owed plus accrued interest and attorneys' fees and other collection expenses.

- (3) If the amount set forth in the notice of nonpayment is not paid within 30 days from the date of the notice of nonpayment, then:

 - i. The outstanding balance owed to the city shall accrue interest at the rate of 12 percent per annum until such amount is paid in full;
 - ii. The city may proceed to record a notice of lien against the applicable property in the official records of the county. Once recorded, the notice of lien shall constitute a lien against the property described therein; and
 - iii. A copy of the notice of lien will be served by U.S. Mail to the applicant and the property owner at the same addresses as set forth in subsection (1) above.

- (4) After the expiration of 60 days from the date of recording of the notice of lien, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted and prosecuted in conformity with the procedures for the foreclosure of liens as set forth in the Florida Statutes. The city shall also have the right to bring an action for monetary judgment to collect past due amounts owed.

- (5) The owner shall be responsible for and the city shall be entitled to reimbursement for the payment of all collection expenses and costs, including attorneys' fees and litigation costs and recording and filing fees, incurred by the city in the collection of fees and charges, filing of

liens, and in actions to foreclose such liens or actions for a monetary judgment.

- (6) If impact fees or any portion or combination thereof, have not been paid when due, the city shall have the right to, without notice, immediately withhold the issuance of and not process for review any certificate of occupancy, development permit, or development order applications associated with the development and property at issue and may issue and enforce a stop work order on construction associated with the development and property at issue until such fees and charges, including the city's associated collection costs, are paid in full.
- (7) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to, and in addition to, any applicable procedures provided in any other ordinance or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement. Failure of the city to follow the procedure set forth in this section will not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the city, any applicable law or administrative regulation of the state, or any agreement.

Sec. 46-194. - Independent fee calculation.

- (a) Generally.
 - (1) The intent of an independent fee calculation study is to determine appropriate impact fees for land uses that are not typical of the generalized land uses listed in the impact fee schedules. It shall not be grounds for an independent fee calculation that the initial occupant of the development will not generate as much impact as is assumed by the fee schedules, but that unique and permanent features of the development will result in lower impacts over the long term.
 - (2) The impact fee may be computed by the use of an independent fee calculation study at the election of the fee payer, if the applicant believes it can be demonstrated that the nature of the proposed development makes it likely that the impacts generated will cost substantially less to mitigate than the amount of the fee that would be generated by the use of the fee schedule.
 - (3) The preparation of the independent fee calculation study shall be the sole responsibility and expense of the electing party. Any person who requests an independent fee calculation study shall pay an application fee for administrative costs associated with the review and decision on such study.

(b) Requirements.

- (1) An independent fee calculation study for transportation impact fees shall provide independent sources of data for determining appropriate trip generation rate, new trip factor, and average length of a trip on the City's arterial and collector road system. The independent fee calculation study shall provide independent data not used in the technical report for all three (3) of these travel demand characteristics. The independent sources shall be (1) an accepted standard source of transportation engineering or planning data or (2) a local study on travel demand characteristics carried out by a qualified traffic planner or engineer pursuant to an accepted methodology of transportation planning or engineering.
- (2) An independent fee calculation study for general government facilities impact fees shall provide independent sources of data for determining appropriate functional population per development unit for the proposed development, using the methodology set forth in the technical report.
- (3) An independent fee calculation study for parks impact fees shall provide independent sources of data for determining appropriate measures of persons per dwelling unit to be added by the proposed development.

(c) Procedures.

- (1) An independent fee calculation study shall be undertaken through the submission of an application for an independent fee calculation. The application shall briefly describe how the applicant proposes to conduct the independent fee calculation and meet the standards for such study provided in this section.
- (2) Within ten (10) days of receipt of an application for an independent fee calculation study, the director shall determine if the application is complete. If the director determines that the application is not complete, a written statement specifying the deficiencies shall be sent by mail to the person submitting the application. The application shall be deemed complete if no deficiencies are specified. The director shall take no further action on the application until it is deemed complete.
- (3) When the director determines that the application is complete, the application shall be reviewed by the director with the assistance of the department of public works staff, and the director shall render a written decision in forty-five (45) days on whether the fee should be

modified and, if so, what the amount should be, based upon the standards below.

- (d) Standards. If, on the basis of generally recognized principles of impact analysis, it is determined that the data, information and assumptions used by the applicant in the independent fee calculation study satisfy the requirements of this section, the fee determined in the independent fee calculation study shall be deemed the fee due and owing for the proposed impact-generating development. The adjustment shall be set forth in a fee agreement. If the independent fee calculation study fails to satisfy the requirements of this section, the fee applied shall be that fee established for the development pursuant to section 46-193.

Sec. 46-195. - Site-related road improvements.

The transportation impact fee is designed to calculate the costs inherent in the construction of non-site-related improvements to the major roadway system and is not intended to assess an amount to construct site-related roadway improvements. Therefore, if an assessment for or the construction of site-related roadway improvements are required as a condition of development approval or permit, then to the extent permitted by law, said assessment or construction requirement shall be considered as an addition to the transportation impact fee assessed pursuant to the terms of this article.

Sec. 46-196. - Establishment of trust funds.

- (a) The impact fees collected by the city pursuant to this article shall be kept in separate accounts for each fee type from other revenue of the city.
- (b) Funds withdrawn from these accounts must be used solely in accordance with the provisions of this article. The disbursal of such funds shall require the approval of the city council, upon recommendation of the city manager.
- (c) Funds in these accounts shall be deemed to have been expended on a first-in, first out basis.

Sec. 46-197. - Use of funds collected.

- (a) The funds collected by reason of establishment of the transportation impact fee in accordance with this article shall be used solely for the purpose of administering, planning, acquisition, expansion and development of non-site-related improvements to the major roadway system determined to be needed to serve new land uses, including but not limited to:
 - (1) Corridor studies and environmental assessments,
 - (2) Design and construction plan preparation,

- (3) Right-of-way acquisition,
 - (4) Construction of new through lanes,
 - (5) Construction of new turn lanes,
 - (6) Construction of new bridges,
 - (7) Construction of new drainage facilities in conjunction with new roadway construction,
 - (8) Purchase and installation of traffic signalization, and
 - (9) Construction of new curbs, medians and shoulders.
- (b) The funds collected by reason of establishment of the parks impact fee in accordance with this article shall be used solely for the purpose of administering, planning, acquisition, expansion and development of additional land, amenities, and facilities for public parks and recreation purposes.
 - (c) The funds collected by reason of establishment of the general government impact fee in accordance with this article shall be used solely for the purpose of administering, planning, acquisition, expansion and development of additional land, facilities, vehicles and equipment for general government facilities as defined in this article.
 - (d) Funds collected by reason of the establishment of the transportation, parks, and general government impact fees shall not be used for maintenance, rehabilitation, repair, or replacement of existing facilities, or for the acquisition of vehicles or equipment with a useful life of less than five years, provided that the minimum useful life does not apply to public safety vehicles.
 - (e) Any funds on deposit not immediately necessary for expenditure shall be invested in interest-bearing accounts, and all income derived shall remain in the account.
 - (f) The city shall be entitled to retain up to three percent of the impact fees collected to offset the actual administrative costs associated with collection and use of said funds pursuant to this article.

Sec. 46-198. - Developer credits.

- (a) General.
 - (1) Any person who shall initiate any impact-generating land development may apply for a credit against any impact fee assessed pursuant to this article for any contribution, payment, construction, or dedication of land accepted and received by the city for those capital facilities.
 - (2) Credit for contributions, payments, construction or dedications against one type of impact fee shall not be transferable to another type of

impact fee. Credits shall be transferable between developments within the city.

- (3) Credit shall be in an amount equal to the estimated fair market value of the land dedication or improvement at the time of the application, or the value of the contribution or payment at the time it is made.
- (4) The city shall enter into a capital contribution front-ending agreement with any person who proposes or is required to dedicate or construct impact fee-eligible improvements.

(b) Credit agreement procedures.

- (1) The determination of any credit shall be undertaken through the submission of an application that includes a draft capital contribution front-ending agreement, which shall be submitted to the director.
- (2) If the proposed application involves credit for the dedication of land, the application agreement shall include the following information: a drawing and legal description of the land; the appraised fair market value of the land at the date a building permit is proposed to be issued for the impact-generating land development, prepared by a professional real estate appraiser who is a member of the Member Appraisal Institute (MAI) or who is a member of Senior Residential Appraisers (SRA); and if applicable a certified copy of the development order in which the land was agreed to be dedicated.
- (3) If the proposed application involves construction, the application shall include the proposed plan of the specific construction prepared and certified by a duly qualified and licensed Florida engineer or contractor; and the estimated cost of the proposed improvement, which shall be based on local information for similar improvements, along with the construction timetable for the completion thereof. Such estimated cost shall include the cost of construction or reconstruction, the cost of all labor and materials, the cost of all lands, property, rights, easements and franchises acquired, financing charges, interest prior to and during construction and for one year after completion of construction, cost of plans and specifications, surveys of estimates of costs and of revenues, cost of professional services, and all other expenses necessary or incident to determining the feasibility or practicability of such construction or reconstruction.
- (4) If the proposed application involves a credit for any other contribution or payment, the application shall include a certified copy of the development order in which the contribution or payment was agreed; if

payment has been made, proof of payment; or if payment has not been made, the proposed method of payment.

(5) Within ten days of receipt of the proposed application for credit agreement, the director shall determine if the application is complete. If it is determined that the proposed application is not complete, the director shall send a written statement to the applicant outlining the deficiencies. No further action shall be taken on the proposed application until all deficiencies have been corrected or otherwise settled.

(6) Within 30 days after an application for credit is determined complete, the director shall review the application and grant the proposed credit if it meets the standards set forth in this section. If the application for credit agreement is approved, a capital contribution front-ending agreement shall be prepared and signed by the applicant and the director. It shall specifically outline the contribution, payment, construction or land dedication; the time by which it shall be completed, dedicated, or paid, and any extensions thereof; and the dollar credit the applicant shall receive for the contribution, payment or construction.

(c) Use of credits. Credits may be used by the credit holder to reduce impact fees that would otherwise be due from any development project within the city. The dollar value of the credits to be used shall be inflated or reduced by the same percentage by which the fee for the land use for which the credits shall be used has changed since the date of the credit agreement. Any credit amount not used within ten years of the date of the credit agreement shall expire and be of no further value.

Sec. 46-199. - Refunds.

If it is determined by the city that fee assessments collected pursuant to this article have not been spent or encumbered for expenditure by the end of the calendar quarter immediately following ten years from the date that the fee was received, or if the land uses for which the fees were paid were never begun, then said funds shall be eligible for refund to the then-present owner in accordance with the following procedures.

(a) The then-present owner must petition the city council for the refund within one year following the end of the calendar quarter immediately following ten years from the date on which the fee was received by the city.

(b) The petition must be submitted to the city manager and must contain:

(1) A notarized sworn statement that the petitioner is the current owner of the development site.

- (2) A copy of the dated receipt issued for payment of the fee.
- (3) A certified copy of the latest recorded deed.
- (4) A copy of the most recent ad valorem tax bill.
- (5) Such other information which may be reasonably necessary to ascertain current ownership of the development site.

- (c) Within sixty days from the date of receipt of petition for refund, the city manager or his designee shall advise the petitioner and the city council of the determination of whether the fee requested for refund remains in the trust fund and has been there for ten years. For the purpose of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to be the first money taken out of that account when withdrawals have been made.

- (d) If the money requested for refund is still in the trust fund account and has not been spent or encumbered by the end of the calendar quarter immediately following ten years from the date the fees were paid, the money shall be returned with interest at the rate of three percent per annum.

- (e) If the building permit or other development permit for which impact fees were paid has expired without opportunity for renewal and the permitted development has not begun, the entity that paid the fee may request a refund by filing an application for refund within 90 days of the final expiration of the permit. The application must contain a copy of the applicable development permit and evidence that the permit has expired and that the permitted development was not begun. The director shall review the application and make a written determination of whether it meets the standards of this subsection (e) within 30 days. If the determination is affirmative, the director shall cause the refund to be issued for 97 percent of the original impact fee payment to the entity that paid the impact fee. A refund shall not include interest or investment income on the impact fee while in the city's possession.

- (f) An impact fee payer may not retain the right to seek or collect a refund of an impact fee paid after the impact fee payer no longer owns fee simple title to the land for which the impact fee is paid. Only the then current owner of the land for which the impact fee was paid is entitled to seek and receive an impact fee refund that may be due.

- (g) No refunds are due under this section if the impact fee payer or the owner of land for which the impact fee was paid voluntarily signed a waiver or release of the right to seek or claim a refund of an impact fee paid. The owner of the land for which an impact fee has been paid has standing to file suit for a refund under the provisions of this section. No cause of action may be commenced for receiving a refund of impact fees paid following one (1) year after the date of the required expenditure or encumbrance date for the impact fees paid.

Sec. 46-200. - Appeals of impact fee determinations.

- (a) Any persons desiring to appeal the decision of the director regarding the assessment of an impact fee or an application for an independent fee calculation, a refund, or a credit shall file with the city clerk a written notice of appeal to the city council within 10 days of the director's decision.
- (b) The notice of appeal shall include a full explanation of the reasons for the appeal, specifying the grounds therefor and containing any documentation which the applicant desires to be considered. The appeal shall contain the name and address of the person filing the appeal and shall state their capacity to act as a representative or agent if they are not the owner of the property to which the impact fees pertain.
- (c) The city clerk shall schedule the appeal for the first city council meeting following 30 days from receipt of the written notice of appeal to the city council. Postponement of the appeal date may be granted by the city clerk if a postponement is requested by either the applicant or the director in writing at least ten days in advance of the scheduled city council meeting date.
- (d) The applicant and the director shall each be given opportunity to make oral presentations before the city council.
- (e) The city council, after hearing, shall have the power to affirm or reverse the decision of the director. In making its decision, the city council shall make written findings of fact and conclusions of law, and apply the standards in this article. If the city council reverses the decision of the director, it shall instruct the director to determine the outcome in accordance with its findings. In no case shall the city council have the authority to negotiate the amount of the fee, refund, or credit, or to waive the fee. The decision of the city council shall be final and not subject to further administrative appeal.

Secs. 46-201—46-220. - Reserved.

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

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion

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

Section 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance governs and controls to the extent of any such conflict(s).

Section 6. Directions to City Staff. City Staff under the direction of the City Manager is directed and authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance.

Section 7. Effective Dates. This Ordinance shall become effective on _____ after its adoption by the City Commission of the City of Belle Isle, Florida.

FIRST READING: _____, 2021

SECOND READING: _____, 2021

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

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

CITY COUNCIL
CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

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

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, City Clerk of the City of Belle Isle, do hereby certify that the above and foregoing document was duly and legally passed by the Belle Isle City Council, in session assembled on the ____ day of _____, 2021, at which session a quorum of its members were present.

City Clerk

s:\dl\clients\belle isle, city of\general b900-29001\impact fees\ordinances\city of belle isle ordinance adopting impact fees rev 10-20-21 - redline.docx



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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 22-02 BIMC Changes in Noise & Light Pollution

Background: The City receives many complaints from its residents about excessive noise. Most of the complaints are from vehicles that are revving their engines or from loud music emanating from the vehicles and property. In the past it has been difficult to cite possible violators due to the way the code is written.

The staff drafted proposed changes to the Municipal Code which may close the loopholes on the vehicle noise and provide a stronger ordinance in enforcing loud noise. The Council approved the draft and directed that the City Attorney finalize the ordinance.

Staff Recommendation: The Council should review this and determine if will address the issues that they have heard from their constituents. If so, then move forward with the adoption process at the February 1, 2022 meeting.

Suggested Motion: I move we read Ordinance 22-02 for a second time at the February 1, 2022 Council Meeting.

Alternatives: Continue to work on the draft.

Fiscal Impact: Dependent on the amount of the fine.

Attachments: Ordinance 22-02

ORDINANCE NO. 22-02

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 10, ARTICLE III SECTION OF THE BELLE ISLE CODE OF ORDINANCES TO REGULATE NOISE GENERATED IN CONNECTION WITH THE OPERATION OF MOTOR VEHICLES AND VESSELS WITHIN THE CITY AND USE OF SOUND EMITTING DEVICES ON WATERWAYS AND PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR ADDITIONAL DEFINITIONS AND GRAMMATICAL CORRECTIONS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, excessive and unnecessary noise interferes with the quality of life and can interfere with the health, safety and general welfare of the public; and

WHEREAS, excessive and unnecessary noise can cause adverse psychological and physiological effects on humans; and

WHEREAS, the City Council has identified issues with noise emanating from motor vehicles and vessels within the City of Belle Isle; and

WHEREAS, the City Council finds it in the public interest to enact additional measures to address ongoing issues with noise emanating from motor vehicles and vessels over the public rights of way of the city and the city’s waterways to prevent the nuisances caused by such noise.

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

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

SECTION 2. City Code Amendment. Article III of Chapter 10 of the Belle Isle Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; and any sections or parts that are not included below remain unchanged):

Sec. 10-62. - Terminology, standards, and definitions

- (a) *Terminology and standards.* All technical acoustical terminology and standards used in this article that are not defined in subsection (b) shall be read or construed in conformance with the American National Standards Institute, Inc., ("ANSI") publication entitled "Acoustical Terminology," designated as ANSI standard 1.1-1994.

(b) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:

A-weighted sound pressure level means the sound pressure level, in decibels, as measured on a sound level meter using the A-weighting network. The level so read shall be designated as dB (A-wt).

Background noise level means the sound pressure level of the all-encompassing noise emanating from a given environment, usually being a composite of sounds from many sources.

ANSI means the American National Standards Institute.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities or similar property.

Decibel or dB means a unit for describing the amplitude of sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter.

Demolition means any dismantling, destructing or razing of structures, utilities, public or private thoroughfares, or similar property.

Emergency means any occurrence or circumstance involving actual or imminent physical death or trauma, environmental harm, or property damage, demanding immediate emergency work or service.

Emergency work or emergency service means any labor performed for the purpose of preventing or alleviating, or attempting to prevent or alleviate, an emergency, or work by private or public utilities when restoring utility service.

Equivalent sound pressure level (Leq) means a sound level descriptor based on the average acoustic intensity over time. Leq is intended as a single-number indicator to describe the mean energy or intensity level over a specified period of time during which the sound level fluctuated. Leq is measured in dB and must be A-weighted.

Impulsive sound means a sound of short duration, usually less than one second and of high intensity, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions or pile driver impacts.

Intermittent sound means a sound of greater than one-second duration and less than 15 minutes. Example of sources of intermittent sound are air compressors, heating and air conditioning units and PA speakers.

Light trespass means light falling where it is not desired, wanted or needed.

Motor vehicle means any vehicle defined as "motor vehicle" by F.S. § 320.01(1).

Noise means any sound produced in such quantity and for such duration that it annoys, disturbs or may injure a reasonable individual of normal sensitivities. Noise is classified as follows:

- (1) *Noise pollution.* This term will describe noise emanating from a non-residential property or residential property under construction that exceeds the allowable limits set forth in section 15-182 of this article.
- (2) *Noise disturbance.* This term will describe noise emanating from a residential property that disturbs a reasonable individual of normal sensitivities.

Noise-creating device means any electrical, mechanical, or chemical device or instrument, or combination thereof, which creates noise during its operation by a person.

Noise-sensitive zone means a quiet zone where serenity and quiet are of extraordinary significance, which is open or in session. Noise-sensitive zones include schools, public libraries, churches, hospitals, nursing homes, and other areas defined as such pursuant to a resolution adopted by the city commissioners.

Person means an individual, association, partnership, or corporation, including any officer, employee, department, agency or instrumentality of the United States, the state or any political subdivision thereof.

Property line means an imaginary line along the surface of land or water, and its vertical plane extension, which separates the real property owned, rented or leased by a person from the real property owned, rented or leased by another person. Where the real property owned, rented or leased by a person abuts a waterbody, the term "property line" means the established normal high water elevation of the waterbody.

Public right-of-way means ~~any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by the state, county, or municipality.~~ property owned, controlled, or otherwise maintained by the city for the use of the public as a way for traffic to travel and includes the area on, below, or above the street, sidewalk, curb, gutter, alley, easement, waterway, and/or lawns and landscaping. For the purposes of this definition, traffic refers to the movement of vehicles, vessels,

pedestrians, or other conveyances across or through such public right-of-ways. The public right-of-way includes both the paved portion thereof and the entire width of the way as measured from one private property line to another private property line.

Residential area means an areas of the city that predominantly includes residential properties, i.e., single-family and multifamily dwellings, townhouses or timeshare condominiums.

Sound means an oscillation in pressure, stress, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristic of such sound, including duration, intensity, and frequency.

Sound level means the weighted sound pressure level obtained by the use of a metering characteristic and weighting A as specified in American National Standards Institute specifications for sound level meters (ANSI standard 1.4-1983). If the weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting network used to measure sound pressure levels. The output meter reads sound pressure level when properly calibrated. The sound level meter shall be of Type 2 or better, as specified in the American National Standards Institute publication entitled "Specifications for Sound-Level Meters," designated as ANSI standard 1.4-1983.

Sound pressure means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by the presence of sound energy.

Sound pressure level means a 20 times the logarithm to the base ten of the ratio of the root mean square sound pressure to the reference pressure of 20 micro-newtons per meter squared. The sound pressure level is denoted L_p (or SPL) and is expressed in decibels

Vessel means every any type of boat, watercraft, or barge, including airboats and personal watercraft but excluding seaplanes, which is used or capable of being used as a means of transportation on water.

Waterway means that portion of any waters, rivers, lakes, canals, streams, lagoons, or connecting waters, whether natural or manmade, which are located within the jurisdictional boundaries of the city.

Sec. 10-65. Specific noises and lights prohibited.

The following acts, among others, are declared to be unreasonably loud and disturbing noises or uses of light in violation of this article, but this enumeration shall not be deemed to be exclusive:

- (1) Subject to the provisions of sections 10-66 and 10-67, no person shall produce, cause to be produced, or allow to be produced, by any means, any sound within any private or public property, including a right-of-way.
- (2) Radios, home or portable stereo devices, audio and video players, televisions, any similar video and audio sound devices and musical instruments. In any residential district, the use, operation or playing of any radio, phonograph, tape or CD player or other device for the producing or reproducing of sound or any musical instrument in such manner as to unreasonably disturb the peace, quiet and comfort of others at any time with volume louder than is necessary for convenient hearing of the person or persons who are in the room or immediate area in which such device is operated and who are voluntary listeners thereto.
- ~~(3) Motor vehicle sound systems. It shall be unlawful for any person while driving or occupying a motor vehicle within the city to use or operate any radio, or other sound amplifying equipment in the vehicle such that the sound produced is plainly audible to a person of ordinary hearing at a distance of 50 feet from the motor vehicle. This provision shall not apply to emergency or law enforcement vehicles.~~
- (3) Motor vehicle and vessel sound systems.
 - (a) Use of Sound Amplifying Equipment on Vehicles and Vessels. It is unlawful for any person while operating or occupying a motor vehicle or vessel within the city to use or operate any radio, speaker, or other sound amplifying equipment in or on the vehicle or vessel such that the sound produced thereby is plainly audible to a reasonable person of ordinary hearing at a distance of 50 feet from the motor vehicle or vessel. This provision does not apply to emergency or law enforcement vehicles operated in connection with the conduct of law enforcement, emergency response, or other official governmental business.
 - (b) Low Frequency Noise Disturbances. In addition to the foregoing, radios, speakers, media players, and other similar sound producing devices associated with motor vehicles or vessels may not be operated or amplified in such a manner as to be physically felt or

clearly heard at 25 feet or more from such device. Particular words or phrases or the name of any song or artist need not be identified in order to result in a violation of this section. The detection of rhythmic bass, vibration, or other reverberating sound is sufficient to determine that a violation has occurred.

(4) Prohibition of certain noises upon public rights-of-way and/or waterways by the use of motor vehicles, vessels, and other sound generating devices.

(b) *Generally.* No person may operate or cause to be operated a motor vehicle, motorcycle, vessel, or any equipment attached to or carried by such vehicle or vessel on a public right-of-way or waterway at any time such that the noise or sound level emitted violates or exceeds the levels set forth in § 316.293(2), Florida Statutes (2021), as such may be amended or transferred.

(c) *Motorcycles.* With respect to motorcycles, all motorcycles must be equipped at all times with a muffler or other noise-suppressing system in good working order. No motorcycle may be operated upon a public right-of-way if equipped with an exhaust system that has been altered or modified in any way to enable the exhaust system to amplify or increase the sound level in excess of the established sound levels set forth in § 316.293(2), Florida Statutes (2021), as may be amended or transferred.

(d) *Exhaust Systems – Motor Vehicles.* No person may operate a motor vehicle upon a public right-of-way with an exhaust system or noise-abatement device modified as described in § 316.293(5), Florida Statutes (2021), as may be amended or transferred.

(e) *Exhaust Systems – Vessels.* No person may operate a vessel upon any waterway with an exhaust system or noise-abatement device modified as prohibited in § 327.65, Florida Statutes (2021), as may be amended or transferred.

(f) *Standing vehicles.* No person may operate or permit the operation of any motor vehicle or any equipment carried by, installed in, or mounted to such vehicle, for a period longer than 15 minutes in any hour while the vehicle is stationary anywhere within 150 feet of any residential property in such a manner as to cause a noise disturbance across a residential property line (boundary). In addition to the foregoing, no person may cause the rapid throttle advancement (*i.e.*, revving) of an internal combustion engine resulting in increased noise from the engine while parked, idling, or otherwise standing within 150 feet of any residential property.

This subsection shall not apply to customary idling noise generated by a motor vehicle when such vehicle is stopped or otherwise slowed in traffic congestion.

(g) *Gratuitous Horn Usage.* Horns and warning devices used in conjunction with vehicles and vessels must be maintained and operated consistent with the requirements of § 316.271, Florida Statutes (2021), as may be amended or transferred. No person may operate a horn or other plainly audible warning device of a vehicle or vessel except to provide an audible warning reasonably necessary to ensure safe operation of such vehicle or vessel. Any such horn or warning device must not emit an unreasonably loud or harsh sound or whistle.

(h) *Mounted Amplification Equipment.* No person may operate any sound amplifying equipment mounted on or attached to any motor vehicle or vessel at any time in a manner that exceeds the applicable maximum sound level set forth in § 10-63 of this Article.

(i) *Motor/engine retarder devices.* No person may use a brake retarder or other motor/engine retarding device while operating a truck, truck tractor, motor carrier vehicle, motor vehicle or any other vehicle within the city limits. This prohibition against the use of a brake retarder or other motor/engine retarding device does not apply to an "emergency vehicle" as defined in Chapter 316, Florida Statutes, when such vehicle is legitimately responding to an emergency call.

(j) *Excessive tire noise.* No person operating a motor vehicle may cause or allow the tires of such vehicle to squeal or chirp except as reasonably necessary to ensure safe operation of the vehicle by avoiding a collision with another person, animal, vehicle, object, or other item.

(4)(5) Between 9:00 p.m. and 7:00 a.m., it shall be unlawful to operate lawn and landscaping equipment, power saws or power equipment, including, by way of example and not by way of limitation, lawnmowers, edger, leaf blowers, chainsaws, handheld power saws, table saws and drills.

(5)(6) *Lights.* It shall be unlawful to have, keep, maintain or cause or permit to be kept or maintained any floodlight, spotlight, security light, or any other reflector-type light on any property in such a manner that its light is directed, reflected or thrown onto the residence of any other person in the vicinity so as to constitute an incident of light trespass, or an annoyance,

harassment or compromise of privacy to the person occupying such residence.

Sec. 10-68. - Enforcement/penalty.

(a) It shall be unlawful for any person to violate any provisions of this article, or any provisions of any resolution enacted pursuant to this article. Any person who violates this chapter, or any provisions of any resolution enacted pursuant to the authority of this article, may be prosecuted in accordance with chapter 14, article II of this Code.

(b) When two or more persons residing in separate residences located across a property line (boundary) from the property from which a noise emanates are in general agreement as to the times, durations, and disturbing nature of such noise, such testimony will constitute prima facie evidence of a noise disturbance as defined in this Article. For the purposes of this subsection, the term “residence” refers to a residential unit, regardless of whether such unit is a single-family home or a unit located within a multi-family complex or development.

(c) In determining whether a sound-emitting device is plainly audible, law enforcement personnel and code enforcement officers must employ their ordinary auditory senses absent any enhancements or hearing aids.

~~(b)~~(d) If any code enforcement officer or ~~police~~law enforcement officer determines that activities regulated under this article have occurred without the issuance of the appropriate variance, or not in accordance with these regulations, the officer shall promptly issue a written notice of violation. The notice of violation shall include a description of the site where the violation has occurred, cite the provisions of this article and other applicable laws that have been violated, and set forth the required remedial action or actions to be taken as deemed reasonable and necessary by the city. Such remedial action may include:

- (1) Modification of the structure or business causing the violation in order to comply with applicable local, state or federal laws or regulations;
- (2) Any other actions consistent with the intent of these regulations or other applicable laws in order to ameliorate the adverse impacts of the violation; and
- (3) Administrative and civil penalties.

~~(e)~~(e) Any person violating this article shall be liable for all costs incurred by the city in connection with enforcing this article or any provisions of any

resolution enacted pursuant to this article, including, without limitation, attorneys' fees and investigative and court costs.

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

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

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

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

FIRST READING: _____, 2022

SECOND READING: _____, 2022

ADOPTED this ____ day of _____, 2022, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL

CITY OF BELLE ISLE

Nick Fouraker, Mayor

ATTEST:

Yolanda Quiceno, City Clerk



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

Meeting Date: May 21, 2019

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Resolution 22-02, Declare Lancaster House as Surplus Property

Background: Cornerstone Charter Academy (CCA) has used the “Lancaster House” located at 5903 Randolph Avenue, Belle Isle, Florida 32809, as a school store and for various offices. However, due to the age and disrepair of the house, CCA and the City have no use for the building and CCA has requested the City remove the house from the property or demolish the house to provide additional space for school activities and operations.

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 2-222 of the BIMC, If the council has estimated property which it has determined to be surplus to be of no commercial value, then in the city manager's discretion, such property may be donated, destroyed or abandoned.

Staff Recommendation: Approve Resolution 22-02 Declaring the Lancaster House as surplus property with an estimated value of \$1.

Suggested Motion: I move we approve Resolution 22-02.

Alternatives: Do not approve the resolution and provide direction to the staff on on the future disposition of the Lancaster House.

Fiscal Impact: \$1 (nominal value).

Attachments: Resolution 22-02
2018 Inspection

RESOLUTION NO. 22-02

**A RESOLUTION DECLARING SURPLUS CERTAIN CITY PROPERTY AND DIRECTING THE CITY
MANAGER TO DISPOSE OF THE PROPERTY.**

The Belle Isle City Council finds as follows:

WHEREAS, the city owns in fee certain property described in Exhibit A that is surplus to the city’s needs; and

WHEREAS, F.S. 274.05 allows cities to sell any such surplus property, following a public meeting to declare such property as surplus to the City; and

WHEREAS, the Belle Isle City Council has declared at a duly noticed public meeting to address the question of whether it should surplus the property attached at Exhibit A and the process by which any such sales should happen in accordance with Section 2-221 and Section 2-222 of the Belle Isle Municipal Code; and

WHEREAS, the city council deliberated and decided to surplus the property described in Exhibit A, attached hereto and by this reference incorporated herein.

NOW THEREFORE, based on the foregoing the City Council for the City of Belle Isle, Florida resolves as follows:

Declaration of surplus property. The City Council hereby declares the property described in Exhibit A, attached hereto and by this reference incorporated herein, to be surplus to the needs of the city and directs the City Manager to dispose of this property in accordance with Section 2-222 of the Belle Isle Municipal Code.

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Adopted by the City Council on this __ day of _____,2022.

Nicholas Fouraker, Mayor

Attest: _____
Yolanda Quiceno, City Clerk

Approved as to form and legality
Kurt Ardaman, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that
the above and foregoing Resolution No. 22-02 was duly and legally passed and adopted by the Belle Isle
City Council in session assembled, at which session a quorum of its members were present on the
_____ day of _____,2022.

Yolanda Quiceno, City Clerk

Resolution 22-02

Exhibit A

Lancaster House



5903 RANDOLPH AVE, BELLE ISLE, FL 32809 7/30/2021 11:49 AM



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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Agreement for the Lancaster House

Background: For the past three years, the City has reviewed many comments on what to do with the Lancaster House. The last official action taken by the Council was at the May 5, 2020 Council meeting, when the Council passed a motion that July 1, 2020 would be the final date to for anyone interested in moving the building and to take it upon them to move it or proceed with demolition. Since that time, Kimberly Stevens, who lives across the street from the Lancaster House, contacted the City and stated she would like to move the house to her property (5817 Randolph Avenue). Ms. Stevens and her family have been very diligent in trying to move the house to her property. This has been a very long, complicated, and emotional process.

This issue is similar to the situation in 2013 when CCA no longer used the Crawford House and was going to demolish the house. Pine Castle Historical Society stepped in and wanted the house saved. The City declared the Crawford House as surplus property with no value, so the City and PCHS entered into an agreement where the PCHS was considered the “buyer” of the house (although no money was exchanged for the house). As part of this agreement, the City gave the house to the PCHS, as long as it was PCHS’ responsibility to move the house from the City property and pay for that move. The City contributed to this project by working with the utility company to move the utility lines. The Crawford House was moved and an historical building was saved.

There is no difference with the Lancaster House. Since the house is still standing, it should go without saying that the City Council and CCA want to save this historic home. If they didn’t, it would have been demolished over three years ago. However, CCA, in the best interest of their students, needs to expand and modernize the school campus. The Lancaster House does not fit in these future plans. The City would rather save the house than destroy it.

An agreement was drafted, similar to PCHS agreement, that will transfer ownership of the house to Ms. Stevens or Elizabeth Frazier (the owner of the property at 5817 Randolph Avenue), but they are responsible for moving the house to their property as outlined in the Agreement. They also have to move the house by March 1, 2022.

With the very real possibility that a new lease will be in place soon between the City and CCA, Ms. Stevens, or Ms. Frazier, needs to appear before the CCA Board and tell them that she wants the house, she has a contractor to move the house and present the CCA Board with a copy of the signed contract. Most importantly, she has to commit to moving the house by the date in the agreement (March 1, 2022). If that's not possible, then she should work with the CCA Board to determine a new date.

Staff Recommendation: Approve the Agreement for the Lancaster House.

Suggested Motion: I move approve the Agreement with Elizabeth Frazier, 5817 Randolph Avenue, for moving the Lancaster House.

Alternatives: Not approve the agreement and demolish the House.

Fiscal Impact: \$20,000

Attachments: Agreement

INSPECTION REPORT

5003 RANDOLPH STREET

BELLE ISLE, FL

Inspector: Ed Pierzynski, State Certified Home Inspector# HI 4076

Inspection date: 10/4/2018 starting at 9:00 Am

Conditions: sunny 87 degrees

Present besides the inspector: Head of Maintenance and City Manager briefly



FRONT FACING WEST some fascia and roof damage as shown by arrow. Front porch has had the railing replaced but is not a permanent or adequate railing going forward. (Should be replaced with a permanently anchored handicap railing meeting Florida building code.). The concrete steps to the front porch are concrete but pitched the wrong way (toward the house) this needs to be repaired to avoid rot damage to the porch and slip threat.

Some of the supporting columns have rot on the bottom where they attach to the deck. Repair or replacement needed.

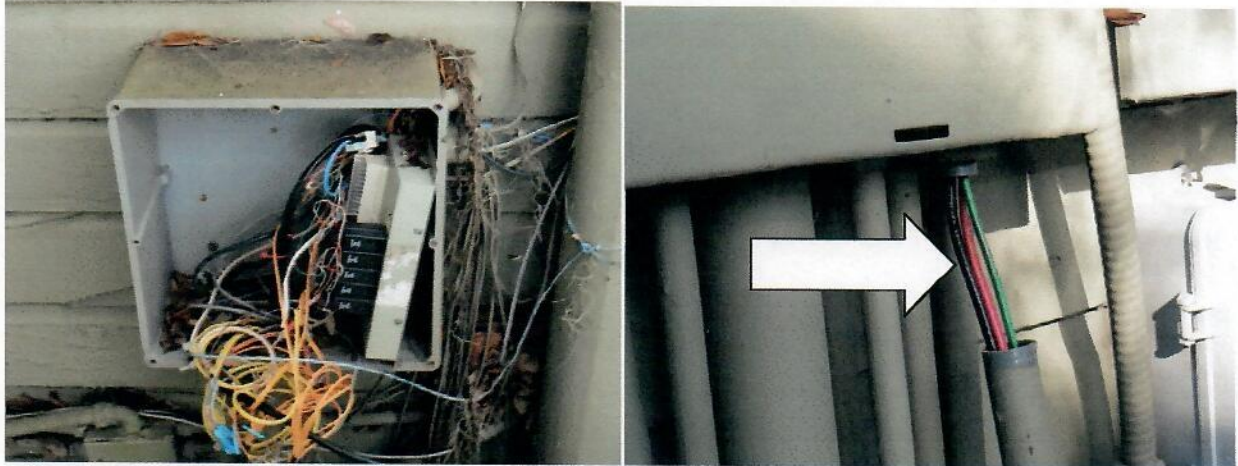
NORTH SIDE



North side bathroom window has considerable mold on the window and siding. There is some rot in the window sashes as well. I did not attempt to open the window for fear I would never get it closed or it would fall apart



NORTH SIDE REAR severe rot on siding, (inserted 4" probe as seen). Also an open live electrical receptacle. Needs prompt attention. Paint is peeling in many places to bare wood allowing weather elements to penetrate the siding.



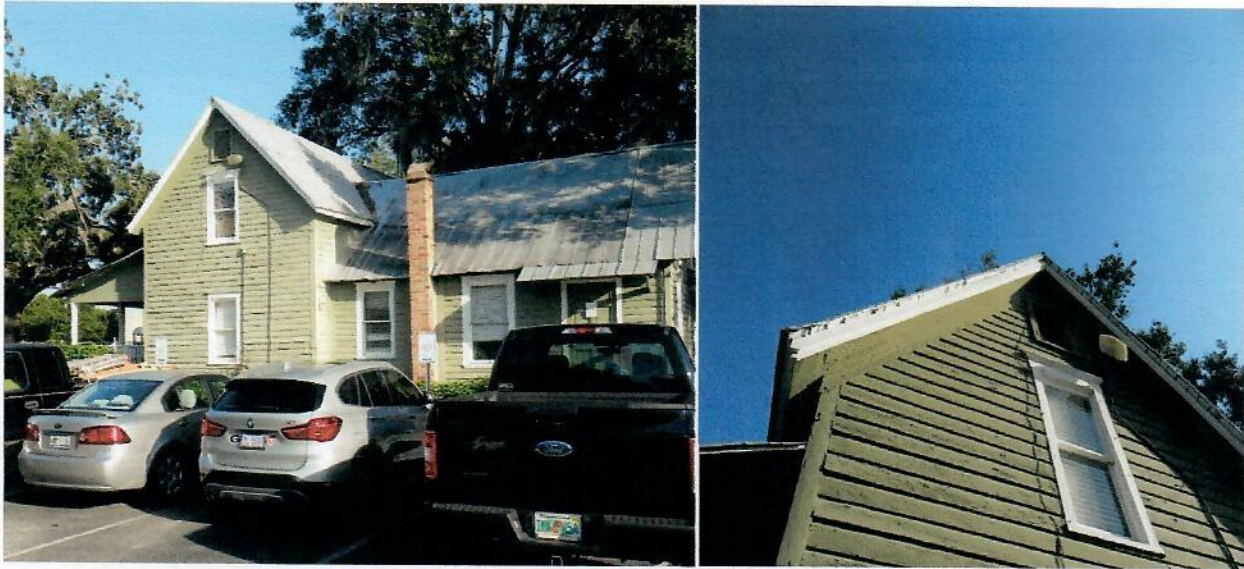
The communication box has no cover so it is open to the weather, insects and rodents. The "sealtite" weather proof covering for the power line to the Air conditioners compressor has come off exposing the (220volt) electric lines to the elements. There is a substantial amount of debris on the ground in this area causing difficulty to service the compressor unit and the electrical components. Trees and bushes within three feet of the structure should be removed if possible because they promote access of insects and rodents as well as branches falling on the structure. The overhang of the roof has extensive rot on this side of the building. If not repaired the roof covering will first become detached, then collapse. This situation is evident in many areas around the building.

EAST SIDE



Siding on this side was peeling but not much rot was found. The door was not accessible but the porch was walkable. The attic access door to the outside was screwed shut due to past storm damage. Did not try to open the window on the left, and did not attempt the one on the right.

SOUTH SIDE



South side of the structure has a lot of wood decay. The probe with the wooden handle shown is 5" long.





Roof damage

Open sewer line

Windows and doors on the south side are old and lack proper sealing and energy conservation options. Windows are original and were not opened, most painted shut. Porches are useable but not to the OSHA code and could present a hazard of trip and fall.

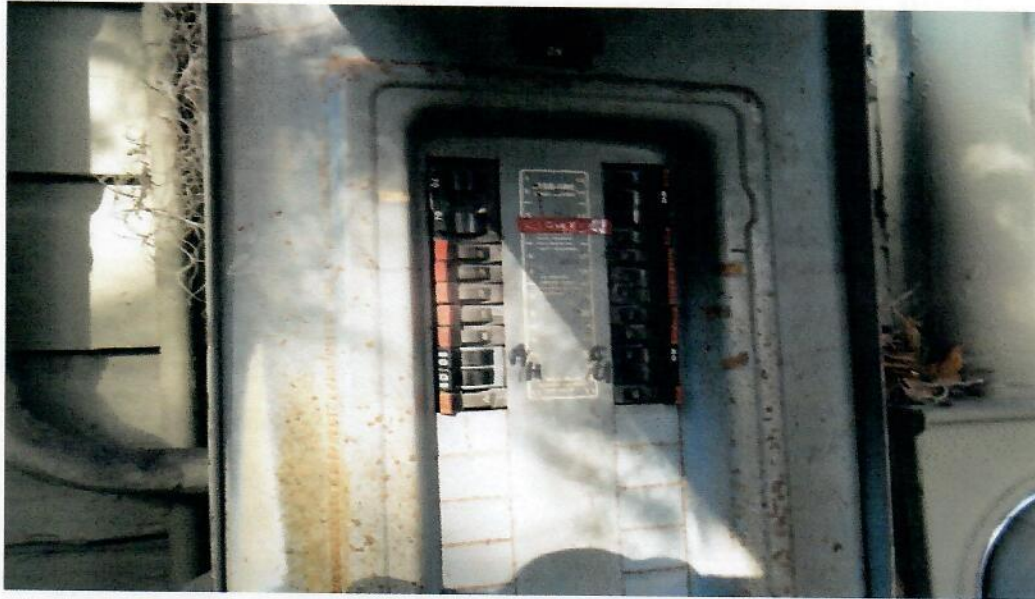
Siding has been patched several times is peeling in many places has severe decay problems in many places.

The damage on the front porch roof was caused by a previous storm. The roof sheathing was broken off due to the wood being decayed beyond its ability to have the roof fastened properly to it.

The open sewer line shown goes under the building to the main drain. Its purpose is unknown and should be capped to prevent debris from entering it. The main drain goes to sewer service.

Supply piping is copper coming from the meter and to most lines through the building. Only one hose bib found.

ELECTRIC



The main service is 100 amps. The circuit breakers in this panel are FEDERAL PACIFIC. These breakers are known not to trip when there is a short circuit of some kind. Thus causing a fire. Many insurance companies will not insure buildings with this type of circuit breakers due to the hazards. I highly recommend replacement of this electric service.

A representative amount of outlets were checked inside the building and were operable and grounded properly.

ROOF

The roof was not walked on. Access from the attics showed no evidence of leaks at present time.

Recommend to clean the debris off the roof especially in the north valley where there is a large amount of leaves and branches which will cause problems in the future if not removed.

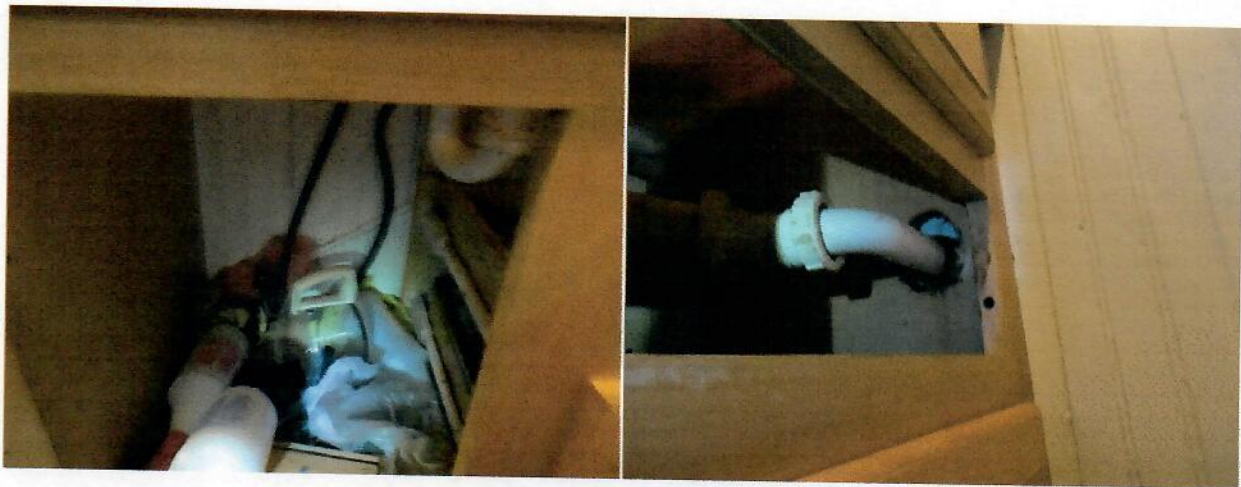


INTERIOR

Walls on the interior were checked with a moisture meter, using the interior wall as a medium. The exterior wall showed almost 3 times the moisture content as the interior walls. There were many areas which showed visible evidence of mold growth. Although minor all mold is dangerous to health.



A hole in the wall provided access to prove no insulation in the exterior walls. Hole should be repaired as soon as possible.



Downstairs bathroom vanity was operated, drained well and showed no leaks. Supply lines are copper to the valves, then flexible supply lines to the fixture. One of the fronts was missing from the vanity. There is no GFCI ground fault protection in the bathroom or any found on the first floor.

The bathroom has a window but it is inoperable, therefore there should be a fan exhausting to the outside.

The door to the bathroom does not have a proper door knob so it won't latch and lock properly.

Lighting is adequate.

Although the building is very old, it is worth noting there are no handicap facilities for bathrooms or access to the building. This would be very difficult to do at this time; however it is a public building.

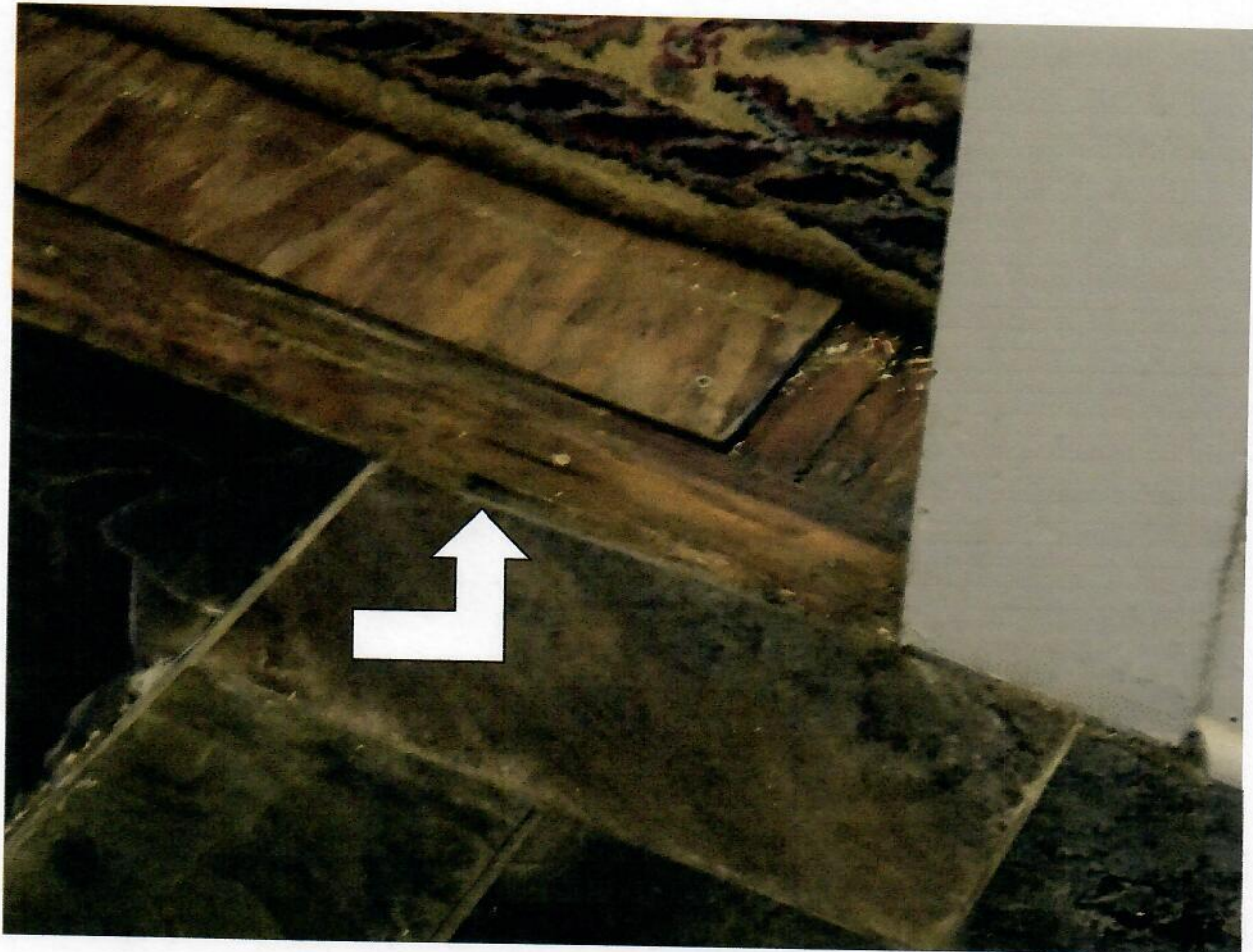
Because the building is in use all areas were nor accessible.



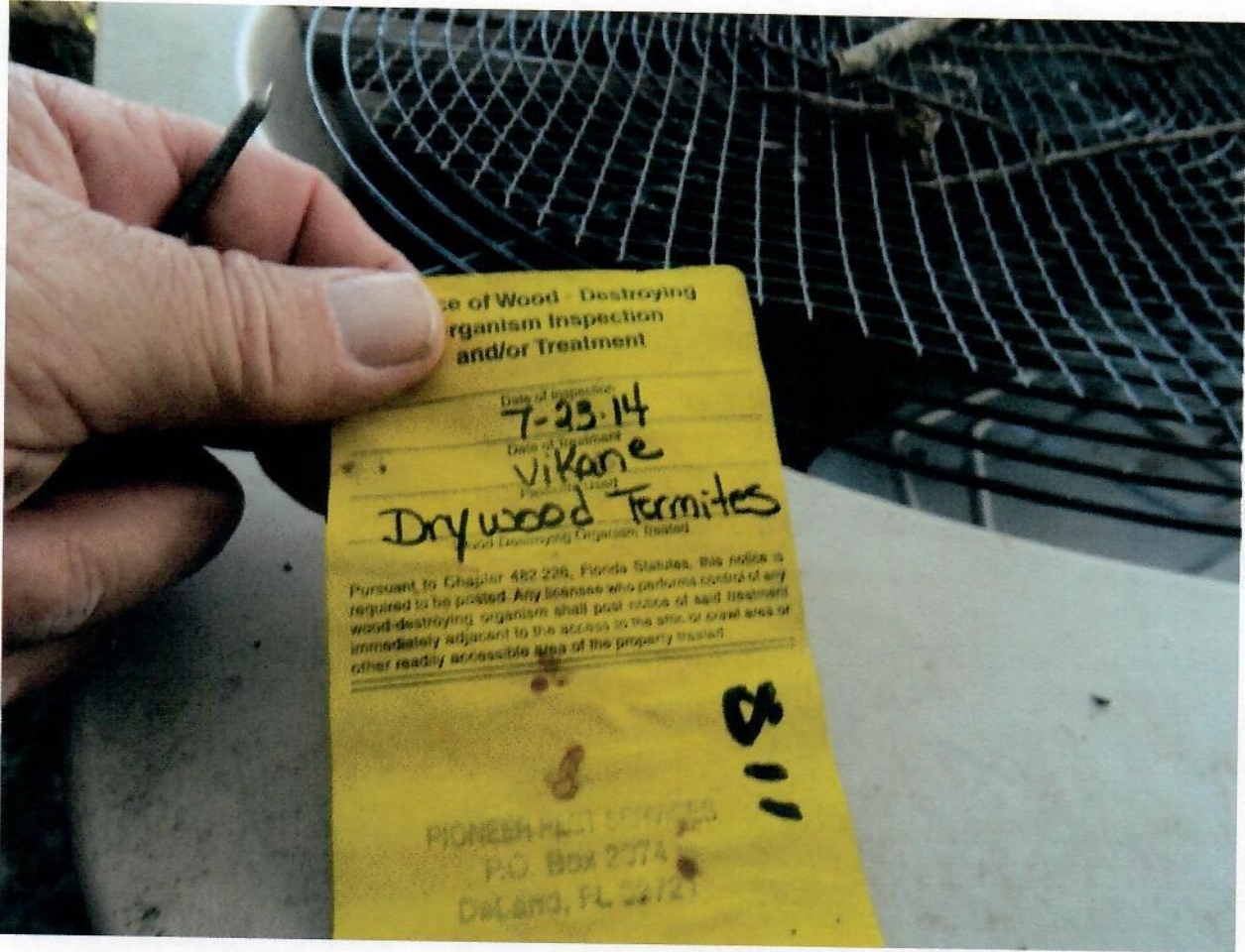
The wainscoting under the window is stained with water run-off on the wall. Mold is evident.



There are water stains on the bathroom door and the ceiling of the bathroom. This is from the Air Conditioning pan above the hall.



Termite damage in the floor outside the bathroom. I suspect the plywood was placed there because of previous termite damage. I saw no evidence of active termites.

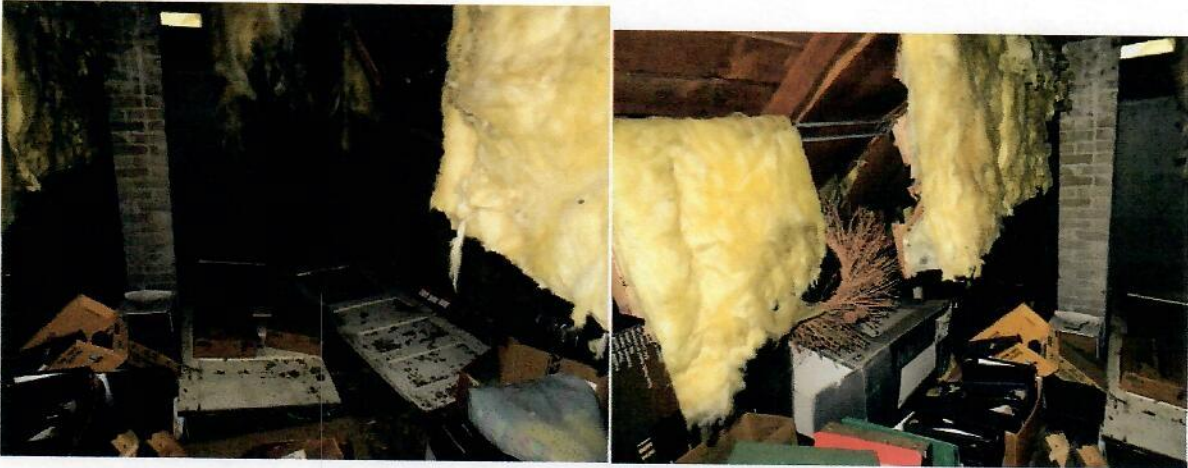


Most flooring is hardwood pine and is solid. There are some areas of unevenness but to be expected for an older building on concrete piers. This sticker was in the panel box outside indicating termites in 2014. Dry wood termites are difficult to treat without texting the building. Suggest another inspection or treatment from a termite technician

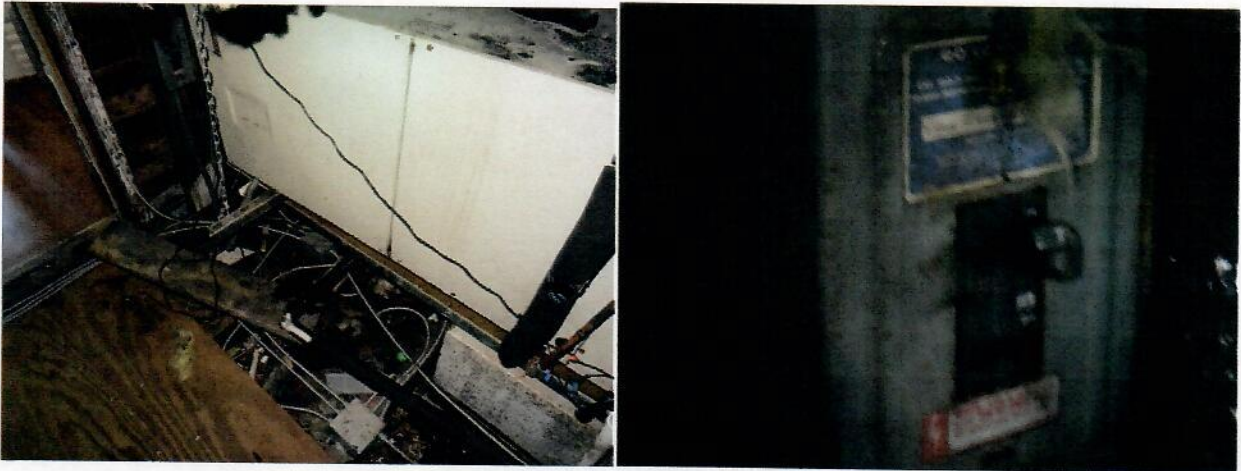
The return for the air conditioning system is in the hallway with the unit suspended above. The ceiling in the hallway as well as the walls indicates water leakage from above.

The room to the east side of the hallway was locked and was not accessed.

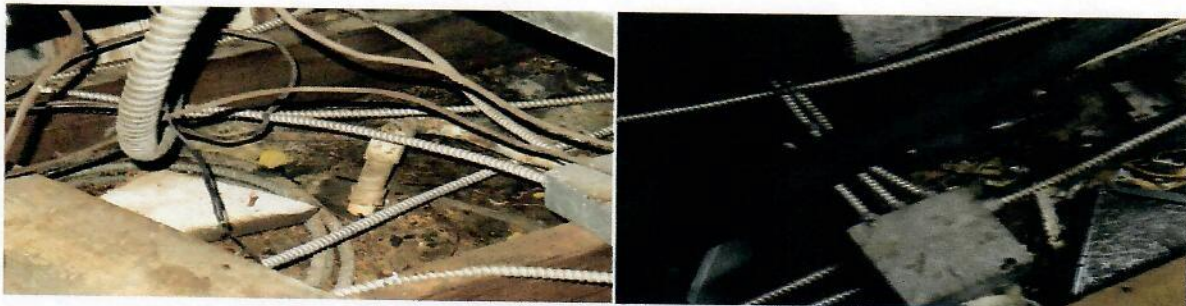
ATTICS



Second floor attic storage has insulation in disarray with evidence of rodents.



Although there is a pan under the air conditioning unit it is pitched away from the float switch. so it would overflow before the float (pump) would engage, this is why there is water on the downstairs bathroom door and hall ceiling below.

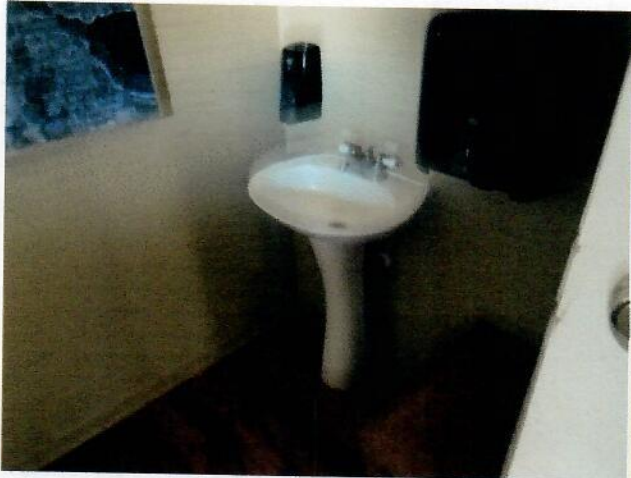


Lots of debris in the attic. Wiring is below the overflow pan. Potential electrical short if pan overflows. Insulation is torn off almost everywhere.



Upper attic accessed though hallway hatch. Some insulation has been laid on the ceiling, but the vapor barrier is upside down. It would have been better to have taken the vapor barrier off.

UPSTAIRS BATHROOM



The upstairs bathroom is operational with shut-off valves on both the sink and the toilet. There is no ventilation in this room and needs an exhaust fan installed. The light switch has more than ¼" gap to the trim, replace cover plate.

The ceiling has the paint peeling off and although the moisture reading was low there may be a condensation problem from the lack of insulation.

The door has no knob and can only be locked with a "hook and eye" needs repair.



The northerly room has uniforms and supplies in it covering one window.



Hallway facing west and entrance to room facing south.



Mold on the wall from the hallway to the attic. The smoke detector was removed from the upstairs hall and needs to be replaced as soon as possible.

GENERAL

There is evidence of mold from previous or present leaking. This could be from sidewalls air conditioning units.

There was no evidence of plumbing leaks at this time and all fixtures worked and drained properly.

There were no signs of roof leakage at this time although some roof repair is needed.

Poor insulation and waterproofing of the siding, windows and doors is a problem. Lack of insulation can cause moisture to accumulate inside the building. Proper ventilation can cause the build-up of moisture inside.

Life/safety issues need to be addressed immediately before an accident occurs.

Some of these things may seem trivial but all tighter they are a big problem.

AGREEMENT FOR SURPLUS PROPERTY

This Agreement made on the _____ day of _____, 2022, by and among City of Belle Isle, Florida, a Florida municipal corporation, with its principal office located at 1600 Nela Avenue, Belle Isle, Florida, 32809 (“City”) and Elizabeth V. Frazier, whose address is 5817 Randolph Avenue, Orlando, Florida 32809 (“Buyer”)

1. Description of Surplus Property

City is the owner of the certain real property having the address of 5903 Randolph Avenue (Tax Parcel: 24-23-29-3400-00-73) upon which is a structure and garage commonly referred to as the “Lancaster House” which is located in the northwest corner Lot 8 of the property and shown as Exhibit A. City has determined that said Lancaster House is surplus property without commercial value pursuant to the Belle Isle Code of Ordinances Chapter 2, Division 2, Sections 2.221 and 2.222. The Buyer has in interest in acquiring the Lancaster House for its historic value and for use as a personal residence.

2. Term and Method and Transfer of Surplus Property

a. Buyer shall, at its sole cost and expense, remove and transport Lancaster House away from the real property owned by City. City will contribute \$20,000 toward moving the Lancaster House. These funds will be reimbursed to the Buyer after the Lancaster House has been successfully moved to, and situated on, the Buyer’s property and the moving contract has been fulfilled. If the Lancaster House does not survive the move, either partially or totally, from the City property to the Buyer’s property, the City will not be liable to reimburse the Buyer.

b. Buyer shall have access to Lancaster House during non-school hours for the purpose of securing the structure for removal. If it is not possible to secure the structure during non-school hours, then the Buyer shall request to be accompanied by a person that is approved by Cornerstone Charter Academy.

c. Buyer shall remove Lancaster House prior to March 1, 2022.

d. City will contact any affected utility company prior to the move to arrange for any protection or alteration of their facilities.

e. Buyer shall repair and replace any City property damaged as a result of the removal and transport of Lancaster House and shall leave the real property in clean condition.

f. Moving Contractor shall be responsible for the following items prior to approval to relocate each structure:

- 1). Post a Performance bond in an amount required by the City of Belle Isle.

- 2). Provide proof of insurance and register company with the City of Belle Isle.
- 3). Provide M.O.T. plan and route for moving the structure.
- 4). Contractor to provide evidence that all utility cuts offs have been completed within 3 business days prior to the move.
- 5). Contractor will secure all necessary permits from the City of Belle Isle and Orange County prior to the move.
- 6). Contractor shall be responsible for personal or police support, while in the City of Belle Isle.
- 7). Contractor to alert all residents on Waltham Avenue about the moving date, road closure, and detours. (Front door knob hangers are acceptable).
- 8). Contractor is responsible to ensure that any overhead obstructions are clear.
- 9). If applicable, Contractor is responsible for the abandonment of the septic system per OCHD regulations.

g. No trees will be removed, cut or trimmed without written consent of the City of Belle Isle.

h. City will remove security fencing the day prior to the scheduled moving date and will restore the fencing when the house is moved and is responsible for the restoration of the site.

3. Disclaimer of Warranties

City is selling said Lancaster House in its AS IS and present condition and makes no representations or warranty as to the condition of the Lancaster House and waives any implied representations or warranty of fitness for a particular purpose or merchantability. Buyer accepts the Lancaster House in its AS IS and present condition and agrees that City has made no representation or warranty as neither to the condition of the Lancaster House nor any implied representation or warranty of fitness for a particular purpose or merchantability.

4. Indemnity

Buyer agrees to defend, indemnify and hold harmless City, its officers, agents and employees, from and against all claims, losses, costs, expenses, and damages arising from or related to property damage, economic injury, or bodily injury (including death) of any kind or nature arising out of Buyer's or Buyer's employees, officers, agents, and representatives removal from City's site, use or misuse, and transportation of the Lancaster House. The Buyer shall provide City proof acceptable to City of completed payments to any and all contractors used by Buyer for the removal and transport of Lancaster House and all related repairs, if any, to the City's real property. Buyer shall indemnify City for any sales taxes arising from this Agreement.

5. Compliance with Laws

Buyer represents and warrants that it is familiar with, and at all times shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, and applicable safety orders, and all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over the removal and transport of Lancaster House.

6. Survival

The obligations imposed on Buyer by Sections 3, 4 and 5 of this Agreement shall survive cancellation or termination of this Agreement.

7. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

WITNESS our signatures as of the day and date first above stated.

CITY OF BELLE ISLE, FLORIDA

BUYER

By: _____
Nicholas Fouraker, Mayor

By: _____

Printed Name

Exhibit A Lancaster House







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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: Yolanda Quiceno, City Clerk

Subject: Canvassing Board Appointment

Background: Sec. 8.11 - Canvass of election returns (b) states that ***Election returns for City elections not held in conjunction with a county-wide election shall be canvassed by a City Canvassing Board comprised of one (1) member of the City Council to be designated by the City Council, the City Manager and the City Clerk. Within ten (10) days of the date of any election not held in conjunction with a County-wide election, or as soon thereafter as reasonably possible, the City Canvassing Board shall canvass the returns and issue its certificate to be recorded in the minutes of the next regular or special City Council meeting. Members of the city council who are candidates on the ballot shall not participate in the canvassing of the returns.***

Commissioner Carugno has been the City Council designee for the past two elections.

Staff Recommendation: Designate a Council member to the City Canvassing Board.

Suggested Motion: **I move we designate (Commissioner Name) to the City Canvassing Board for the upcoming election.**

Alternatives: None

Fiscal Impact: None

Attachments: None



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

Meeting Date: January 18, 2022

To: Honorable Mayor and City Council Members

From: Yolanda Quiceno, City Clerk

Subject: Request for Donation – CCA PTA Event (Febtoberfest)

Background: The City was contacted by Katie Hohman, CCA PTSA asking if the City of Belle Isle would be interested in sponsoring CCA’s annual PTA event. Typically they host Ductoberfest in the fall, but due to COVID that last 2 years they have not been able to hold such an event. On Feb 5th this year, they are hosting Febtoberfest!, and they are requesting that the city would sponsor the event again.

There are different levels of sponsorship Gold (\$350); Silver (\$175); and Platinum (\$550). Please use this link <https://ccapta.memberhub.com/store> for what is included in each sponsorship.

Staff Recommendation: The City donated to CCA events throughout the year. The City has \$750 remaining in the donation budget for FY21-22. Recommend the Council consider a Silver membership for this year.

Suggested Motion: I move we approve a donation in the amount of \$175 for the Febtoberfest Event.

Alternatives: Donate a different amount or do not donate anything.

Fiscal Impact: \$175

Attachments: None

Belle Isle Issues Log
1/18/22

a.

Issue	Synopsis	Start Date	Next steps
Traffic Issues/Projects	Increased traffic in and through Belle Isle prompted the Council adopt Traffic Master Plan and work on traffic calming issue.	4/3/2017	Working on Impact Fee Ordinance to increase Transportation Impact Fees. Sent requests to OC for improvements to Judge/Daetwyler and McCoy (speed limit reduction; raised crosswalk; large trucks prohibited; new crosswalk at Conway Isles; all-way stop at Via Flora/McCoy). Feasibility of sidewalks on N side of Hoffner between Pleasure Island & Oak Island with RRFB installation. City held meeting with Seminole Area residents on installing permanent speed humps. Those in the meeting oppose the installation of speed humps. City removed the temporary speed humps from Seminole.
Wallace Field	City purchased large area at Wallace/Matchett for open space. City zoned it for open space. City/CCA have an agreement for development including installing artificial turf, public restrooms, storage, and parking. CCA responsible for development.	2/1/2021	CCA to submit SJWMD Application for Environmental Resource Permit.
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property.	NA	City to hire Consultant to do Space Needs analysis to determine what type and size facility is need for City staff and BIPD. BIPD/Consultant also reviewing available properties for facility.
Charter School (CCA) Lease	CCA and City negotiated new lease agreement to allow CCA to finance expansion. BoA property is included in the new lease. City and CCA also developed Service Agreement for CCA to pay for City services provided to the school	6/1/2020	City and CCA agree on terms of the new Agreement and service agreement. Council approved new lease and service agreement. The new lease and Service Agreement will be on the CCA Board Agenda for January 26, 2022.

Belle Isle Issues Log
1/18/22

a.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. There are sections of the BIMC that need to be updated. This is an on-going process.	4/3/2017	P&Z is looking at Accessory Dwelling Units. Code Enforcement is reviewing non-land development codes to determine what can be updated.
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Next plan review and changes are to be done in 2024.
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Sienna Place Condominiums will be an involuntary annexation. Information supplied to Brixmor for their review to annex Publix Shopping Center. Ordinance for annexing Sienna should be adopted on January 18, 2022. Information needs to go to OC Elections by January 21 to be on the ballot.
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding and reckless actions by some vessels. Council would like more local control over the lake.	6/1/2019	Discuss control issues with lobbyist and determine direction. Met with FWC Officials. FWC will be sending additional information to the City. City staff working on changes to the draft ordinance. Meeting scheduled with new FWC Regional Manager for February 10, 2022.
IT Issues	City Council wants Staff to research changes in IT from Gmail back to Outlook	8/6/2019	New A/V System is installed in Council Chambers. Issue is completed.

Belle Isle Issues Log
1/18/22

a.

Lancaster House	CCA no longer wants Lancaster House and wants the property vacated for CCA Expansion Project. Neighbor wants house moved to her property to avoid demolition.	2/5/2019	Council to declare Lancaster House as surplus property with no value. An Agreement was drafted to allow neighbor to acquire and move the house. This issue may be on the CCA Board meeting Agenda for January 26, 2022.
New City Zip Code	Council directed that the City Manager research the possibility of applying to the USPS for a new zip code. Realtors state that property values may increase if the City has its own zip code and possibility insurance rates may also change.	3/16/2021	Develop "pro/con" list for Council review. Check with service providers to see if utility taxes are being sent to Orlando for homes in BI. Item tabled indefinitely. Request this item be deleted if there will be no further direction from the City Council.
ARPA Funding	American Recovery Plan Act (ARPA) funds to be received from State for funding eligible projects. FLC estimates City will receive \$3.6 million in funding over 2 years	7/20/2021	Staff reviewing additional information as it becomes available. Initial reporting period extended for three months. Continuing to move forward with projects. Final Rule from Treasury recently released. Staff will prepare new list based on the Final Rule and present to Budget Committee in February.
Palm Square Condos	The City was alerted to building problems at Palm Square Condos.	7/18/2021	Staff will set up a meeting with the property manager to discuss solutions to correcting the deficiencies. City received preliminary engineer report on deficiencies. City sent the report to the property manager. Property manager will send their report to the City when received. Then City and Property Manager will meet to determine path to get the deficiencies corrected. Some deficiencies are fixed per code. City staff will set a date in January to inspect the complex to determine if the deficiencies were corrected.