



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, October 15, 2024 * 6:30 PM

AGENDA

City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Jason Carson, District 4

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski |
District 3 Commissioner – Danny Otterbacher | District 5 Commissioner – Beth Lowell |
District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Danny Otterbacher, District 3
3. **Public Comments and Announcements** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
4. **Presentations**
 - a. Orange County Public Schools Half-Cent Sales Tax Extension - Andy Orrell
 - b. PD Award - Wawa Appreciation
 - c. Proclamation: Bat Appreciation Day Oct 15, 2024
 - d. Proclamation: Week of the Family Nov 2-9, 2024
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
 - a. Approval of the City Council Meeting minutes - October 7, 2024
6. **Unfinished Business**
 - a. **ORDINANCE NO. 24-04 SECOND READING AND ADOPTION:** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE SECTION 50-102 ACCESSORY STRUCTURES TO ALLOW THE INSTALLATION OF FENCES AND WALLS IN FRONT YARDS WITHIN CERTAIN DEFINED OVERLAY AREAS AND CREATING RESTRICTIONS FOR SUCH FENCES AND WALLS: PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
7. **New Business**
 - a. Notice of Condemnation: 3904 Arajo Court, Parcel ID 20-23-30-1646-01-050 - Sec. 10 - ARTICLE VII. - DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES, Belle Isle Code of Ordinances.
 - b. Extension of McDirmit Davis (Auditors) Contract for FY 09/30/2024 Audit Services
 - c. Renewal of Property Assessed Clean Energy Program with Florida Green Finance Authority (ORD 21-16)
 - d. Reschedule/Cancel the Nov 5, 2024, City Council Meeting
 - e. Consideration of CCA Board Member Applications - Current Board Member Charlyne Cross, Applicants Shannon Davis, and Blaine Worak
8. **Attorney's Report**
9. **City Manager's Report**
 - a. City Manager's Task List
 - b. Chief's Report
 - c. Public Work's Report
10. **Mayor's Report**
11. **Items from Council**
12. **Adjournment**

CITY OF BELLE ISLE



Wawa Appreciation

Whereas, Wawa Management and Team have demonstrated an unwavering commitment to the City of Belle Isle by providing exceptional support and services to the Belle Isle Police Department and

Whereas, Wawa has ensured the availability of fuel for the police department during critical times, particularly during storms, ensuring that officers can continue to protect and serve the community without interruption and

Whereas, Wawa has gone above and beyond by generously feeding our officers during storms and on Appreciation Day, demonstrating profound respect and gratitude for the work they do to keep the community safe and

Whereas, Wawa has consistently participated in and provided community services for special events, further cementing its role as a valued community partner dedicated to enhancing the quality of life for Belle Isle residents and



NOW, THEREFORE, I, Nicholas Fouraker, Mayor of the City of Belle Isle, on behalf of the City Council and the residents of Belle Isle, do hereby extend our most profound appreciation and gratitude to Wawa Management and Team for their dedicated service and partnership with the City of Belle Isle and the Belle Isle Police Department.

Attest

Yolanda Quiceno, CMC-City Clerk

In Witness Whereof, I hereunto have set my hand and caused the Seal of the City of Belle Isle to be affixed this 15th day of October 2024.

Mayor Nicholas Fouraker

CITY OF BELLE ISLE



Proclamation

Declaring October 15, 2024 - “BAT APPRECIATION DAY”



Whereas, bats play a vital role in our ecosystem, contributing to pest control, pollination, and seed dispersal. In one hour, a bat can eat up to 1,000 mosquitoes; and

Whereas, many species of bats are facing threats from habitat loss, climate change, diseases; and

Whereas, educating our community about the importance of bats can help foster appreciation and conservation efforts; and

Whereas, the residents of Belle Isle recognize the need to protect our bats for the health of our environment.

Now, Therefore, I, Nicholas Fouraker, Mayor of Belle Isle, do hereby proclaim October 15, 2024, as

“Belle Isle Bat Appreciation Day”

and encourage all residents to learn more about bats, their benefits to our community, and ways to protect their habitats. Let us celebrate these remarkable animals and work together to conserve them.

Attest

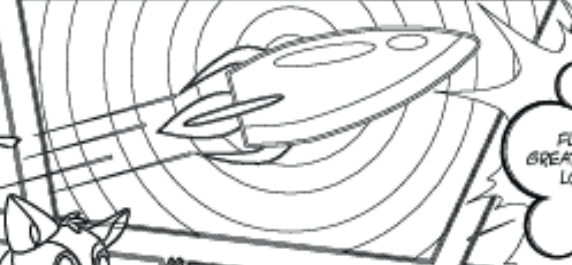
Yolanda Quiceno, CMC-City Clerk

In Witness Whereof, I hereunto have set my hand and caused the Seal of the City of Belle Isle to be affixed this 15th day of October 2024.

Mayor Nicholas Fouraker

BATS ARE THE ONLY MAMMALS CAPABLE OF TRUE FLIGHT - FLYING SQUIRRELS ARE GLIDERS!

MAYBE NOT AS FAST AS A SPEEDING BULLET, BUT SOME BATS CAN REACH SPEEDS OF 60 MPH!



THE ECHOLOCAION CALLS BATS USE FOR LOCATING FLYING INSECTS ARE TYPICALLY GREATER THAN 120 DECIBELS - THAT'S LOUDER THAN A JET ENGINE OR MACHINE GUN!



BATS ARE ALSO SUPER SMART! THEY INTERCEPT ERRATICALLY FLYING INSECTS USING THE SAME MATHEMATICALLY EFFICIENT STRATEGY SEARCH MISSILES EMPLOY TO ZERO IN ON MOVING TARGETS!

BOING!!!

POW!



JUST BEFORE INTERCEPTION, BATS EMIT A "TERMINAL BUZZ" USING SUPERFAST MUSCLES TO PRODUCE VOCALIZATIONS MORE THAN 220 TIMES PER SECOND!

WHAM!



HIGHLY MANIEVERABLE BLEATING BATS LISTEN FOR THE SOUNDS OF PREY MOVEMENT - THE RUSTLING SOUNDS OF PREY MOVING THROUGH LEAF LITTER, THE FLUTTERING SOUNDS OF WINGSBEATS ON SURFACES, OR SPECIES-SPECIFIC Mating CALLS!

OMG



BATS HAVE MANY SUPERPOWERS - MAMMALIAN FLIGHT, ECHOLOCAION, NIGHT VISION, SUPERNATURAL HEARING, SUPERANIMAL ABILITY, LONGEVITY AND BODY TEMPERATURE MANIPULATION! SOME BATS EVEN HAVE POISON IMMUNITY!

BUT BATS DON'T HAVE THE POWER OF INVINCIBILITY - THEY ARE FACING MANY BATTLES AND NEED YOUR HELP! HOW CAN YOU BE A SUPERHERO FOR BATS?

SOME BATS ARE RESISTANT TO ENVENOMATION BY POISONOUS PREY LIKE SCORPIONS AND CENTIPEDES!

FIGHTWINS 2017



Bat Appreciation Day 2024

Fun Bat Facts: www.batweek.org

- Some species of bats live up to 40 years.
- Bats can see in the dark and use their extreme sense of hearing.
- They also use echolocation to find food.
- A bat's ability to fly makes them unique. In the mammal world, only bats are naturally capable of true and sustained flight.
- There are over 1,200 known species of bats.
- An estimated 48 species of bats make their home in the United States.
- Nearly 70% of bats are insectivores.
- As [pollinators](#), bats, bees, and butterflies provide a vital link to our food supply.
- Bats grow in a variety of sizes. One of the largest bats is the Giant Golden-Crowned Flying Fox bat weighing up to 4 lbs. with a wingspan of up to 5 feet, 7 inches.
- Bats are also clean animals, grooming themselves almost constantly.
- North America's largest urban bat colony is found on the Congress Avenue Bridge in Austin, Texas. An estimated 1,500,000 Mexican Free-Tailed bats live there. This colony of bats eats approximately 10,000 to 30,000 lbs. of insects each night. An estimated 100,000 tourists visit the bridge annually to watch the bats leave the roost at twilight.
- One 150 Big Brown bat colony protects farmers from up to 33 million or more rootworms each summer.
- Almost 40% of American bat species are severely declining, with some already listed as endangered or threatened.
- Three U.S. states have an official state bat. Texas and Oklahoma named the Mexican Free-Tailed bat their state bat, and Virginia dubbed it the Virginia Big-Eared bat their state bat.

HOW TO OBSERVE BAT APPRECIATION DAY

1. Learn more about bats.
2. Read about them or watch a bat documentary.
3. Share your experiences with bats, too!
4. Use #BatAppreciationDay to post on social media.

INTERNATIONAL BAT APPRECIATION DAY HISTORY

[Bat Conservation International \(BCI\)](#) started and supports International Bat Appreciation Day. The BCI mission is to conserve the world's bats and their ecosystems to ensure a healthy planet.
<https://www.batcon.org/>

CITY OF BELLE ISLE



Proclamation

Declaring the Week of November 2nd through November 9th, 2024
“WEEK OF THE FAMILY – Families: Better Together!”

Whereas, in 2003, two concerned mothers met with Orange County Mayor Richard Crotty to discuss strengthening families in their community. The idea for “Week of the Family” was born; and

Whereas, the City of Belle Isle is blessed with a multitude of families, an essential part of the cultural, social, and spiritual fabric of our community; and

Whereas, the City of Belle Isle recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

Whereas, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers, and families themselves; and

Whereas, during the week of November 2-9, 2024, the theme “Families: Better Together” provides an opportunity for all of us to take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year.

Now, therefore, I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby proclaim the week of November 2-9, 2024, as



“WEEK OF THE FAMILY – Families: Better Together!”

in the City of Belle Isle and encourage all citizens to share this occasion with other agencies and organizations throughout the county to honor and celebrate our families.

Attest

Yolanda Quiceno, CMC-City Clerk

In Witness Whereof, I hereunto have set my hand and caused the Seal of the City of Belle Isle to be affixed this 15th day of October 2024.

Mayor Nicholas Fouraker



CITY OF BELLE ISLE, FL
CITY COUNCIL SPECIAL CALLED MEETING
City Hall Chambers, 1600 Nela Avenue, Belle Isle, FL 32809

Monday, October 7, 2024, * 3:00 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Frank Vertoli
- District 2 Commissioner – Holly Bobrowski
- District 3 Commissioner – Danny Otterbacher
- District 4 Commissioner – Jason Carson
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 5 Commissioner – Beth Lowell

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the special meeting to order at 3:00 pm, and the Clerk confirmed quorum. Also present were City Manager Rick Rudometkin, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

2. Approval of Emergency Ordinance

EMERGENCY ORDINANCE NO. 24-05 - AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, DECLARING A STATE OF EMERGENCY WITHIN THE CITY OF BELLE ISLE WITH THE DECLARATION OF EMERGENCY BY THE GOVERNOR; ADOPTING EMERGENCY REGULATIONS TO ADDRESS PREPARATION FOR AND THE AFTERMATH OF **HURRICANE MILTON**; PROVIDING FOR NON-CODIFICATION, SEVERABILITY, AN EFFECTIVE DATE AND SEVEN DAYS EXPIRATION UNLESS TERMINATED EARLIER OR EXTENDED FURTHER.

The City Clerk read Ordinance 24-05 by title.

Vice Mayor Carson moved to approve Ordinance 24-05 as presented.

Comm Bobrowski seconded the motion, which passed unanimously 4:0.

Comm Partin and Comm Vertolli were not present for the vote.

3. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The motion passed unanimously at 3:06 pm.

ORDINANCE NO. 24-04

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE SECTION 50-102 ACCESSORY STRUCTURES TO ALLOW THE INSTALLATION OF FENCES AND WALLS IN FRONT YARDS WITHIN CERTAIN DEFINED OVERLAY AREAS AND CREATING RESTRICTIONS FOR SUCH FENCES AND WALLS: PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle Land Development Code currently restricts fences in front yards; and

WHEREAS, the City wishes to allow fences and walls in front yards, set height restrictions for such fences and walls, and create rules for the installation of such fences and walls that will enhance the safety of drivers, pedestrians, and property owners; and

WHEREAS, the City further wishes to add additional fence and wall requirements specific to the Hoffner Avenue overlay district, Lake Conway Estates sub-overlay district, and the Daetwyler Drive overlay district due to those districts' unique nature; and

WHEREAS, the City finds that this Ordinance advances the interests of public health, safety, and welfare.

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

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

4 Section 2. City Code Amendment. Section 50-102 in Chapter 50, Article IV
5 of the City Code of Ordinances is hereby amended, all as follows (words that are
6 stricken out are deletions; words that are underlined are additions; stars * * * *
7 * indicate breaks between sections, subsections, or paragraphs and do not indicate
8 changes to the City Code; provisions not included are not being amended):

9 Sec. 50-102. - Accessory structures.

10 * * * * *

11 (b) *Fences and walls.*

12 * * * * *

13 (3)

14 *General requirements for fences, walls, and privacy screens.* No fence, wall or
15 privacy screen shall be installed, erected or maintained except in strict
16 compliance with the following requirements:

17 a. Metal fences, specifically manufactured as fencing, shall consist of new
18 materials manufactured and/or treated in a manner to prevent rust and corrosion.

19 b. Wood fences shall be constructed of new materials and painted, stained or
20 preserved in a manner to maintain the fence in good structural condition.

21 c. Plastic or other synthetic material fences shall be constructed of material
22 specifically manufactured as fencing, only new such materials shall be used and
23 they shall be treated and maintained in a manner to maintain the fence in good
24

25

1 structural condition and with an appearance that is aesthetically compatible with
2 the type of fence it represents.

3 d. Masonry walls shall be constructed of finished materials including, but not
4 limited to, concrete masonry units, precast concrete panels, bricks, concrete,
5 stucco, or stone.

6 e. Privacy screens shall be an integral part of the design of and have an
7 architectural texture, color, and material compatible with the residence on the
8 property.

9 f. The City may apply discretion for fence and wall permit issuance regarding fence
10 materials used among different yards.

11 * * * * *

12 (5) *Maximum height and permitted locations of fences, walls, and privacy*
13 *screens.*

14 a. Except as provided in subsection (b) (5)b of this section, fences and walls
15 shall be limited to a maximum height of six feet above the natural grade in the
16 rear and side yards. ~~No fences or walls shall be permitted in front yards. The~~
17 ~~maximum height for a front yard fence or wall shall be four feet above the natural~~
18 ~~grade. In the front yard, chain link fences shall be prohibited. Refer to section~~
19 ~~41-4 regarding definitions of yards.~~

20 1. All gates shall maintain a minimum setback of 20 feet from the edge of the
21 roadway. Roadway shall indicate the improved or paved portion, but does not
22 include the entirety, of the right-of-way.

23 b. A maximum fence height of eight feet shall be permitted in the following
24 situations:

25

1 1. The property line along which the fence will be installed abuts a boat ramp
2 facility, public park, or commercially zoned property.

3 2. The property owner constructing the fence has obtained the written consent
4 of all owners of property that either share a property line and property corner
5 along which the fence or wall will be installed and of any owner of the property
6 with a property line within 50 feet of the fence or wall to be installed.

7 c. Residential property owners shall not construct an additional fence or wall
8 that abuts any subdivision or commercial screening wall and can be viewed from the
9 abutting public right-of-way, street, sidewalk, or abutting other public access
10 areas.

11 * * * * *

12 (7) *Construction of fences or walls near Lake Conway.* No fence or wall located
13 within 35 feet of ~~the 86.9 contour line of Lake Conway's~~ normal high water line
14 shall exceed four feet in height.

15 (8) *Location along lot lines.* A structural fence or wall shall be erected so
16 that the entire fence and all supporting structures are entirely on the owner's
17 property. Fence posts and all other supporting structures, as well as the rough
18 side of the fence, if any, shall face the owner's property, except when said fence
19 separates a residential lot from a business or industrial lot. No inspection or
20 ~~any~~ permit issued by the city shall be any evidence or guarantee that the fence
21 has been so correctly located on the subject property.

22 * * * * *

23 (13) *Obstruction of visibility.* No fence or wall shall be constructed, nor shall
24 anything be placed, planted or allowed to grow in such a manner as to obstruct or
25

1 impair visibility of oncoming vehicular or pedestrian traffic from any intersecting
2 street, driveway or alley way.

3 a. An area clear of sight obstructions shall be provided between the height of 2.5
4 and 8 feet.

5 b. A clear view triangle for a driveway is formed on each side of the driveway by
6 measuring the distance of 70 feet along the right-of-way and 10 feet along the edge
7 of the driveway.

8 (14) *Existing fences.* Any fence or wall which is erected and in violation of this
9 chapter at the time of its passage shall be exempt from the requirements of this
10 chapter, excluding those requirements of 50-102(b) (11), unless such fence or wall
11 is deemed a traffic or safety hazard.

12 (15) *Nonconforming fences.* All fences, walls, or privacy screens in violation of
13 this chapter at the time of its passage shall be governed by the following
14 conditions: Any fence, wall, or privacy screen that is in violation of the section
15 and is determined to be a traffic or safety hazard shall be made to conform to
16 this chapter three months from such determination. No portion of a nonconforming
17 fence, wall, or privacy screen shall be enlarged, extended, or structurally
18 altered except to make it conform to this chapter.

19 * * * * *

20 (17) Overlay Districts.

21 a. Hoffner Avenue

22 1. Fences and walls abutting Hoffner Avenue shall be limited to a maximum
23 height of six feet above the natural grade in the front yard.

24

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1 2. All gates shall maintain a minimum setback of 20 feet from the right-of-way
2 line abutting the private property line.

3 3. Lake Conway Estates Sub-overlay

4 i. Masonry walls within Lake Conway Estates adjoining Hoffner Avenue shall be
5 limited to a maximum height of eight feet above the natural grade within the
6 right-of-way, provided the wall conforms to the Belle Isle approved wall materials
7 and design requirements.

8 ii. A masonry wall may encroach within the northerly five feet and southerly
9 five feet of the Hoffner Avenue right-of-way in Lake Conway Estates, or a maximum
10 encroachment of ten feet with the City Council approval, providing that the wall
11 accommodates existing trees and utilities in the surrounding area and aligns with
12 the existing subdivision wall.

13 iii. All privately owned fences and walls shall be located on such private
14 property, shall not encroach into the Hoffner Avenue right-of-way, and must meet
15 all other requirements of this section.

16 b. Daetwyler Drive

17 1. Property owners may build an opaque fence or wall in the front yard at a
18 maximum height of six feet from the grade as it abuts the Daetwyler Drive right-
19 of-way.

20 2. All gates shall maintain a minimum setback of 20 feet from the right-of-way
21 line abutting the private property line.

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

25

1 Grammatical, typographical, and similar or like errors may be corrected, and
2 additions, alterations, and omissions not affecting the construction or meaning
3 of this Ordinance and the City Code may be freely made.

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

11
12 Section 5. Conflicts. In the event of a conflict or conflicts between this
13 Ordinance and any other Ordinance or provision of law, this Ordinance governs and
14 controls to the extent of any such conflict.

15
16 Section 6. Effective Dates. This Ordinance shall become effective immediately
17 upon adoption by the City Commission of the City of Belle Isle, Florida (the
18 "Effective Date") and shall apply to all applications for permits received on or
19 after the Effective Date.

20
21 First Reading held on September 3, 2024.

22 Second Reading held on October 15, 2024.

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24
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1 ADOPTED at a regular meeting of the City Commission of the City of Belle Isle,
2 Florida, held in City Hall, Belle Isle, on this _____ day of _____,
3 2023.

	YES	NO	ABSENT
4 Frank Vertolli	_____	_____	_____
5 Holly Bobrowski	_____	_____	_____
6 Danny Otterbacher	_____	_____	_____
7 Jason Carson	_____	_____	_____
8 Beth Lowell	_____	_____	_____
9 Stanley Smith	_____	_____	_____
10 Jim Partin	_____	_____	_____

11 ATTEST: _____

CITY OF BELLE ISLE

12
13 Yolanda Quiceno, CMC-City Clerk

14
15 Nicholas Fouraker, Mayor

16 _____

17 Approved as to form and legality

18 For use and reliance by

19 City Attorney

20

21

22

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1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, Yolanda Quiceno, City Clerk of the City of Belle Isle, do hereby certify that
4 the above and foregoing document ORDINANCE 24-04 was duly and legally passed by
5 the Belle Isle City Council, in session assembled on the _____ day of
6 _____ 2024. At this session, a quorum of its members was present.

7

8 _____

9 Yolanda Quiceno, CMC-City Clerk

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

**CITY OF BELLE ISLE, a Florida,
Municipal Corporation,**

Petitioner,

v.

LIZER STOVALL,

Respondent.

ORDER OF CONDEMNATION AND REMOVAL OF HAZARDOUS CONDITION

THIS matter came on before City Council of the City of Belle Isle for public hearing on the 15th day of October, 2024, after due notice to the Respondent and a request by the Petitioner in accordance with Chapter 10, Article VII, Sec. 10-194 through 10-197, City of Belle Isle Code of Ordinances.

Having examined and considered the testimony of the City of Belle Isle Code Compliance Manager and photographs, the notices to Respondent, and other documentation and evidence submitted by the Petitioner, the City Council thereupon issues its Order of Condemnation and Removal of Hazardous Condition, as follows:

I. FINDINGS OF FACT AND CONCLUSION OF LAW

1. Respondent, LIZER STOVALL, is the owner of the real property (the “Property”) located at 3904 Arajo Court, Belle Isle, FL 32812-2801 having Orange County Tax Parcel Identification Number # 20-23-30-1646-01-050 and legally described to wit:

Lot 105, CONWAY EAST, according to the plat thereof as recorded in Plat Book 4, Pages 122 and 123, Public Records of Orange County, Florida

Being the same property as described in the Quit Claim Deed recorded at Official Records Book 4028, Page 4666, Public Records of Orange County, Florida.

2. The Petitioner made a proper request to the City Council for this Order in accordance with Chapter 10, Article VII, Sec. 10-196, City of Belle Isle Code of Ordinances. The Respondent was given proper notice and an opportunity to appear before the City Council during a public hearing to show cause why this Order requested by the Petitioner should not be granted.

3. The Property is in violation of Chapter 10, Article VII, City of Belle Isle Code of Ordinances, including Sections 10-192, 10-196 and 10-200. The structure on the Property is currently vacant and such structure is unlawful, unsightly, dilapidated, decayed and creates a danger to the surrounding properties. The structure on the Property constitutes a public nuisance that needs to be abated and a hazardous condition that needs to be corrected.

- 4. The demolition and removal of the structure(s) on the Property is proper and necessary.
- 5. The City has the authority and power to condemn and remove all unlawful, unsightly, dilapidated, decayed, hazardous conditions and dangerous structures within the corporate limits of the City.

II. ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is HEREBY ORDERED:

- 1. The structure on the Property is hereby condemned and declared a public nuisance and a hazardous condition.
- 2. The City Manager and/or his designee is hereby granted the authority to enter upon the Property and cause the demolition and removal of the structure on the Property and take other such actions as may be necessary to remove or correct the hazardous condition and public nuisance existing on the Property. The City may contract with independent contractors to perform such work.
- 3. The amount of all costs and expenses incurred for all work performed by the City of Belle Isle pursuant to this Order shall be reimbursed by the Respondent and shall constitute a lien against the Property. The City is authorized to record this Order in the public records of Orange County, Florida. Further, the City is authorized to record in the public records of Orange County, Florida, a separate notice of lien to indicate the specific amount of such lien.

DONE AND ORDERED this 15th day of October, 2024 at the City of Belle Isle, County of Orange, Florida.

CITY COUNCIL
CITY OF BELLE ISLE, FLORIDA

Attest:

By: _____
Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

ARTICLE VII. DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES

Sec. 10-190. 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:

Abandoned improvements or structures mean any work which has been commenced or completed on a site with a permit which has been expired for more than 180 days.

Approved means approved by the city manager or other authority having jurisdiction.

Building means any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof."

Building official means the officer or other designated authority charged with the administration and enforcement of building construction regulations within the city or their duly authorized representatives.

Condemned structure means one or more of the following:

- (1) Any structure which has been declared an unsafe structure by the building official and proper notice has been served by the city as required by law, and the owner has failed to file an appeal within the time provided by law.
- (2) Any structure which has been declared an unsafe structure by the building official and proper notice has been served by the city as required by law, and an owner has filed an appeal within the time provided for by law, and the appeal was denied.
- (3) any structure which has been declared unsafe structure by the building official, proper notice has been served by the city as required by law. An owner has prevailed in a duly filed appeal, and the owner has failed to take action (s) required to abate the conditions as set forth by the board or entity that affirmed the appeal.

Owner means any person having a legal or equitable interest in the property.

Structure means that which is built or constructed and shall be construed to include the term "building."

Violation, major, means any violation which, if not corrected, would cause the structure to be condemned.

Violation, minor, means any violation of this Code, the adopted standard codes, or any state or federal law or regulation, specifically including, but not limited to, no water, no electric, or minor fire damage, which is not classed as a major violation.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-191. Enforcement; records.

The provisions of this article shall be enforced by the city manager. The city manager shall cause to be kept a record of the enforcement of this article. These records shall be public records.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-192. Standard Code adopted.

There is adopted by the city for the purposes of establishing rules and regulations pertaining to or in any way related to any and all buildings, structures, electrical, gas, mechanical, or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or unsafe service systems the Standard Unsafe Building Abatement Code as published by SBCCI, and as such may be amended, modified or updated by SBCCI (the "abatement code"). The abatement code is adopted and fully incorporated herein as if fully set out at length in this section, save and except such portions as are deleted, added, modified, or amended in this article. One copy of the abatement code is on file in the office of the building official. All such unsafe buildings, structures, or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the abatement code or other provisions of the building and property maintenance regulations of the city. All repairs shall be performed in accordance with the Florida Building Code.

An unsafe structure or premises, or abandoned improvement or structure, shall mean and include any building, structure or property that has any of the following conditions, such that the life, health, property or safety of the general public or the occupants are endangered, specifically including any electrical, mechanical, plumbing, or gas system, in whole or in part, that has not been maintained in a safe and sanitary condition or violates a City Code or ordinance or any state or federal law or regulation:

- (1) Any means of egress or portion thereof that is not of adequate size, or is insufficient in quantity or remoteness, or is not arranged or maintained to provide a safe path of travel to a public way or other safe areas in case of fire or other emergencies as determined by any authority having jurisdiction.
- (2) Any means of egress or portion thereof, such as but not limited to fire doors, closing devices, or fire-resistive ratings, that are in disrepair or in a dilapidated, nonworking or compromised condition.
- (3) The stress in any material or member, or portion thereof, that is incapable of sustaining the loads to be imposed upon it.
- (4) A building or structure, or portion thereof, that has been damaged to the extent that the structural integrity of the building or structure is less than it was prior to the damage.
- (5) Any exterior appendage or portion of a building or structure that is not securely fastened, attached, or anchored such that it is capable of resisting wind, seismic or similar loads.
- (6) Any building or structure, or portion thereof, that is manifestly unsafe for any reason or is unsanitary for the purpose for which it is, was, or will be intended to be used.
- (7) Any building or structure, or portion thereof, that, as a result of decay, deterioration, dilapidation, or other reason, is likely to fully or partially collapse.
- (8) Any building, structure, property, or portion thereof that has been constructed or maintained in violation of a specific requirement of the standard Code(s).
- (9) Any building, structure, property, or portion thereof that is in such a condition as to constitute a public nuisance.
- (10) Any building, structure, or property, or portion thereof, that is unsafe, unsanitary, or not provided with adequate egress or constitutes a fire hazard or is otherwise dangerous to human life.
- (11) Any building, structure, or improvement, or portion thereof, that commenced or was constructed under a permit that has expired for more than 180 days.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-193. Condemnation—Authority.

The city shall have the authority and power to condemn and remove or cause to be removed all decayed, unsightly, dangerous, and unlawful buildings, ruins, awnings, porches, or structures within the corporate limits of the city.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-194. Same—Notice.

- (a) When there exists any unsightly, dangerous and unlawful building, structure, or appurtenances of a building or when such may be constructed in violation of city ordinances, the building official or such other officer, employee, or consultant who may be authorized by the city manager shall condemn the building, structure, appurtenances of a building.
- (b) Such officer shall file with the building official notice of such condemnation, which notice shall contain the following:
 - (1) The description of the building or structure condemned, together with the description by metes and bounds or by lot number of the property upon which such building or structure is located.
 - (2) The names of the occupants of the property and the names, places of residence, legal disabilities, if any, and interests of owners, if known, or if any of these facts are unknown shall be so stated.
 - (3) The reason for condemning the building or structure.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-195. Same—Service of notice.

- (a) A copy of the notice shall be served upon the occupant of any unsightly and unlawful building or other structure and on the owner thereof, if known and residing in the city, together with a summons to appear before the city commission in not less than five or more than 30 days. The notice shall be served by the chief of police or any city police officer or by any other officer or employee who may be authorized by the city manager. However, if such persons reside in the state and beyond the limits of the city, such notice and summons shall be served by the sheriff of the county in which the person resides, in accordance with the rules governing service of process in the circuit court.
- (b) If the owners reside beyond the limits of the state, upon application by the city attorney, the building official shall make an order of publication of notice to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate, which notice shall be addressed to all whom it may concern, requiring them on a day certain, to be fixed in such order, not less than 30 or more than 50 days from the date of the first publication, to appear before the city commission to show cause, if any, why the order of condemnation made by the city building inspector should not be confirmed in all respects. Such notice shall be published for four consecutive weeks prior to the date fixed for such hearing, and a copy of the notice shall likewise be posted in a conspicuous place on the premises during the time of the advertisement of notice. If such order of publication shall be made and no appearance entered or protest is made to the confirmation of the order of condemnation, the owners of the property shall be forever foreclosed and barred from claiming any damage because of the destruction of the property described in the condemnation order.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-196. Conditions constituting hazards—Notice.

When there may be found to exist any condition of any building, land, or premises or any condition in, upon, or about any building, land, or premises which constitutes or is likely to constitute a fire hazard or a hazard to the health, safety, or welfare of the occupants or the public, (i.e., a public nuisance) the building official or such other authorized city officer, employee or consultant authorized and empowered shall file with the building official a notice which shall contain:

- (1) A description of the land, building, structure, or premises in connection with which any such condition has been found to exist, which shall include, to the extent practicable, a description by metes and bounds or by lot number of such land.
- (2) The names of the occupants of the property, if any, and the names, places of residence, legal disabilities, if any, and interest of owners, if known, or if any of such facts are unknown, it shall be so stated.
- (3) The condition found to exist, which constitutes a fire hazard or a hazard to the health, safety, or welfare of the occupants or the public.
- (4) The matters and things required to be done to effect the removal or correction of such condition or structure; the removal of any weeds, debris, waste, rubbish, or flammable material; or the accomplishment of other corrective procedures.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-197. Same—Service of notice.

- (a) A copy of the notice shall be served upon the occupant of such land, building, or premises and upon the owner thereof, if known and residing in the city, together with a summons to appear before the city commission at any regular or special meeting thereof not less than five or more than 30 days from the date of service of the notice. The notice and summons shall be served by the chief of police or any city police officer or by any other officer, employee, or consultant who may be authorized by the city manager. However, if such person resides in the state and beyond the limits of the city, such notice and summons shall be served by the sheriff of the county in which the person resides in accordance with the rules governing service of process in the circuit court. If the occupant of such building cannot be found in the city, it shall be sufficient service upon such occupant to post a copy of such notice and summons in some conspicuous place upon such building or other structure.
- (b) If the place of residence of the owner of such property cannot be determined or is found to be beyond the limits of the state, the city clerk shall make an order of publication of notice to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate. The notice shall be addressed to the owner by name if known, and to all whom it may concern, requiring them on a day certain, to be fixed in such order, not less than 30 or more than 50 days from the date of the first publication of such notice, to appear before the city commission to show cause if any, why the notice made and filed with the city clerk by the officer, employee or consultant making and filing the notice with respect to a hazardous condition found to exist and the matters and things set forth in the notice as being required to be done to remove or remedy such condition should not be confirmed in all respects. The notice shall be published once a week for four consecutive weeks prior to the date fixed for such hearing. A copy of the notice shall be likewise posted in a conspicuous place on the premises during the time of the publication of the notice.
- (c) If such order or publication shall be made and no appearance is entered or protest made to the confirmation of the notice filed with the city clerk with respect to such hazardous condition, the owner of the property and all persons having any interest or right therein, whether as lienholders or otherwise, shall be forever

foreclosed and barred from claiming any damage because of the destruction or other disposition of the property described in the notice.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-198. Hearing; decision.

At the time fixed for the hearing required under this division, either in the summons or the order of publication, as the case may be, the city commission shall hear the cause and may sustain, reject or modify the action and recommendations of the officer, employee or consultant making and filing the notice with respect to the hazardous condition and shall order the removal, destruction, other disposition or repair of any such building or shall order such other matters or things to be done as may be necessary to remove or correct such hazardous condition, and shall order that such be done within such time as the city commission may determine.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-199. Enforcement of decision; costs.

Under this division, if any building or other structure is not removed or repaired as required in the order of the city commission or in the other matters and things required in the order for the removal or correction of such hazardous condition, the work may be done and performed by the city, and the costs and expenses thereof shall be a lien upon the property, which lien may be enforced by suit at law or proceeding in chancery.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-200. Public nuisances.

When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by this Code, to the extent that repair, removal, securing, or demolition is necessary for the public health, safety, and welfare, then the building official or his designee is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined in the abatement code or as otherwise provided for in the Code. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-201. Vacant buildings.

No vacant building may be boarded up for a period of time exceeding 60 days unless granted a waiver by the building official. "Exterior walls", and all boards used to enclose the building must be neatly fitted within window and door openings and must be painted to blend in with the rest of the building.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-202. Requirements not covered by Code.

Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas, mechanical, or plumbing system, or for the public safety, health, and general welfare not specifically covered by this Code, shall be determined by the building official.

(Ord. No. 22-10 , § 2, 11-15-2022)



On Tue, Oct 25, 2022 at 4:53 PM Kenneth Derick, M.S, C.B.O, P.E. <kderick@universalengineering.com> wrote:

Good afternoon Bob,

Today Chief Houston and I went to the residence at 3904 Arajo Ct and found an uninhabitable residence. We placed “UNSAFE CONDITIONS” stickers on the entrance doors that prevents anyone from being in the house for any reason other than to repair the issues.

The building envelope is compromised causing the debris and garbage (seen through windows) to rot and cause a health problem.

We saw the electricity to the residence was cut and there is no meter, and I did not observe any gas lines (their stove was electric).

I understand from the Chief that this process has been going on for an extended time period she has had no luck getting the owner to do anything to repair the house, or even discuss it with her.

I recommend the City provide the owner notice that they have 30 days, minimum, from the time you notify them, in order to prevent condemnation of this structure. This lets them know they need start corrections right away. In civil matters like this the City wants to show they have tried everything to resolve the issue within reason, been patient, and provided a path to prevent condemnation. Their path to prevent condemnation is to remove all garbage and filth, place a blue tarp over the roof hole and pull at least one repair permit as a sign they are at least starting the required repairs within the prescribed time period. If they fail to do this by the time you provide them, we will return and condemn the structure and the City can proceed as they should.

Feel free to contact me after the City has discussed their plan, and I will be glad to assist all involved to reach resolution.

Kind regards,

Ken

R. Kenneth Derick, M.S., CBO, P.E.

Susan Manchester

From: Susan Manchester
Sent: Wednesday, October 26, 2022 3:48 PM
To: CobiPermits
Subject: FW: 3904 Arajo Ct - 20-23-30-1646-01-050 - moving to condemn

FYI....

Susan Manchester
Permit Administration for the City of Belle Isle
Building Inspections and Code Compliance Department

3532 Maggie Blvd
Orlando, FL 32811
p 407-423-0504 Ext 23309



From: Bob Francis <bfrancis@belleislefl.gov>
Sent: Wednesday, October 26, 2022 8:38 AM
To: Kenneth Derick, M.S, C.B.O, P.E. <kderick@universalengineering.com>
Cc: LHouston@BelleIslePolice.org; Susan Manchester <SManchester@universalengineering.com>; David M. Olivieri, CBO, CFM <DOlivieri@universalengineering.com>
Subject: Re: 3904 Arajo Ct - 20-23-30-1646-01-050

Thanks Ken - We have an ordinance coming before the Council in November to strengthen and clarify the procedures for condemnation. Once that is passed we will be able to move forward rapidly with getting this property fixed or in our possession.

Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)



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thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying

with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See *Florida Statutes* 471.003(2)(h).

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

[A] 105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public

Lizel Stone 407 765 0588

Lizel Bruffler 904 318 9257
Sherman

Doreen Davis 407 247 8884
* Paul Davis

[Click Here To Apply Homestead Exemption Online](#)

Print Date: 10/20/2022 System Refresh Date: 10/19/2022

3904 Arajo Ct 20-23-30-1646-01-050

Name(s): Stovall Lizer
Physical Street Address: 3904 Arajo Ct
Property Use: 0103 - Single Fam Class III
Mailing Address On File: 3904 Arajo Ct
Postal City and Zip: Orlando, FL 32812
Municipality: Belle Isle
[Incorrect Mailing Address?](#)



3904 ARAJO CT, ORLANDO, FL 32812 9/28/2019 3:40 PM

[Upload Photos](#)

[View 2022 Property Record Card](#)

i PROPERTY FEATURES

\$ VALUES, EXEMPTIONS AND TAXES

SALES

MARKET STATS

LOCATION

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	%	Assessed Value	%
2022	\$105,000	\$231,341	\$2,500	\$338,841	10.9%	\$153,616	3.0%
2021	\$100,000	\$203,063	\$2,500	\$305,563	12.6%	\$149,142	1.4%
2020	\$75,000	\$193,777	\$2,500	\$271,277	20.8%	\$147,083	2.3%
2019	\$75,000	\$147,154	\$2,500	\$224,654	N/A	\$143,776	N/A

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH CAP	Tax Savings
2022	\$25,000	\$25,000	\$0	\$185,225	\$3,668
2021	\$25,000	\$25,000	\$0	\$156,421	\$3,254
2020	\$25,000	\$25,000	\$0	\$124,194	\$2,739
2019	\$25,000	\$25,000	\$0	\$80,878	\$2,044

2022 Taxable Value and Certified Taxes

Tax Year

	2021	2020	2019
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Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	%	Taxes	Tax Breakdown
Public Schools: By State Law (Rle)	\$153,616	\$25,000	\$128,616	3.2140	-7.9%	\$413.37	22%
Public Schools: By Local Board	\$153,616	\$25,000	\$128,616	3.2480	0.0%	\$417.74	23%
General County	\$153,616	\$50,000	\$103,616	4.4347	0.0%	\$459.51	25%
City Of Belle Isle	\$153,616	\$50,000	\$103,616	4.4018	0.0%	\$456.10	25%
Library - Operating Budget	\$153,616	\$50,000	\$103,616	0.3748	0.0%	\$38.84	2%
St Johns Water Management District	\$153,616	\$50,000	\$103,616	0.1974	-9.8%	\$20.45	1%
Lake Conway Mstu	\$153,616	\$50,000	\$103,616	0.4107	0.0%	\$42.56	2%
Totals				16.2814		\$1,848.57	

Non-Ad Valorem Assessments

6/10/21 CSO Rabeau posted a Notice of Violation at 3904 Arajo that the residence was a public nuisance per Belle Isle City Code. The notice gave the property owner 3 days to correct the problem. There was **no action** taken by the property owner.

9/29/21 Chief Houston posted an NOV at the residence for same violation and same condition. Email sent to Code Enforcement Winters and Rabeau

Lizer Armstead is the owner of 3904 Arajo. The house is abandoned. and has numerous code violations which have been posted. Next door neighbor has not seen her for over 6 months. Lizer's friend, Delores Davis 407.650.0588 and 407.247.8884, at 4228 Arajo, has been bringing in the mail from Lizer's house and trying to keep the grass mowed but has not spoken to her in 6 months. Delores is 68 years old.

I talked to Ralph Armstead 407.486.4718 who is Lizer's cousin and an attorney who lives on Pam Circle. He is also on CCA school board. He will try to find Lizer and help us get things moving with this nuisance residence.

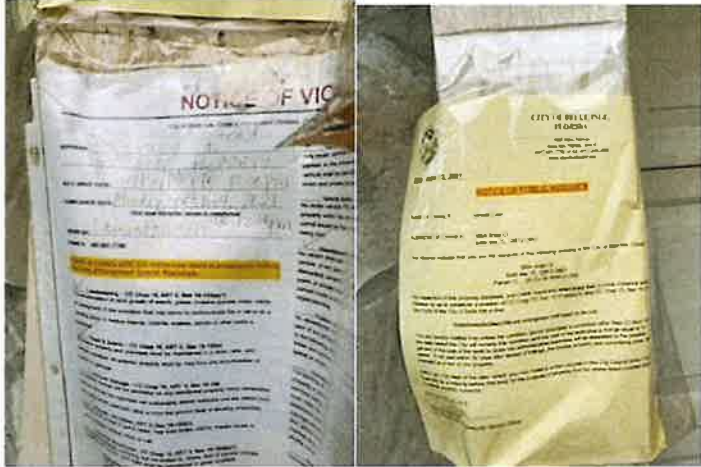
10/4/21 Phone call from Delores who said she has been trying to get in touch with Lizer and no response. She did get in touch with Sherman who sent money to have the place cleaned up. A yard service reportedly cleaned up some of the debris in the back and in the front of the house but still overgrowth, vines climbing up house, debris left at curb.

10/5/21 Deputy Chief Grimm spoke to Sherman. He told her he sent the money to help clean the place up.

10/5/21 at approximately 1055 hours Deputy Chief Grimm called and texted Lizer. I received a phone call from Lizer at approximately 1720 hours on the same date. Lizer advised she went to help take care of her niece in New York. Lizer told me her niece was hit by a vehicle and needed help with recovery. Lizer stated the niece was expecting a significant settlement and would move back with her to Florida and help fix up the house. I explained the urgency of getting the house back in order, and the city was willing to work with her. She advised she was going to start getting work done on the property. I have not had any other contact with Lizer or Sherman since this date.

11/3/21 I talked to Sherman Armstead. 904.318.9257 . Sherman said he sent Delores \$500 to clean the place up. He said he has a ton of stuff of his in the house and he would take care of it if she would let him. He said he tries to contact Lizer. I left a message for Lizer at 407.765.0588. No response.

Photos from 11/4/21



11/8/21 I talked to Sherman Armstead today. He said he has not been able to contact Lizer. She will not return texts or phone messages. Sherman said he did not want to take responsibility for anything and spend a bunch of money and then Lizer say she wanted it to stay how it is.

11/8/21 I left a message for Lizer to call me to discuss the condition of her house and texted. Her voice mail was no longer full. No response.

11/9/21 Certified letter sent to Lizer Stovall with NOV, Photos, and copies of Code.

ARTICLE V. - RESIDENTIAL MINIMUM MAINTENANCE CODE

The purpose of this article is to protect the comfort, health, safety and general welfare of the citizens of the city by establishing minimum property and building maintenance standards for all residential properties and to provide for the abatement of nuisances affecting the general public.

Sec. 10-152. - Exterior property areas.

(a) Junk and garbage. The property owner or the occupant shall maintain all exterior property and premises in a clean, safe, and sanitary condition. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. In duplexes, triplexes, and multifamily dwelling units, the property owner or occupant shall keep that portion of the exterior property, which said person owns or occupies in a clean and sanitary condition. The owner of any dwelling unit that is not owner occupied, such as rental units, must supply covered containers for rubbish and the owner shall be responsible for the removal of the rubbish.

(1) Abandoned property and junk including, but not limited to, inoperable and partially dismantled vehicles shall be prohibited in accordance with chapter 30, article II of this Code.

(2) Refrigerators and similar appliances shall not be discarded unless the doors have been removed. (b) Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation. (c) Grading and drainage. All areas shall be graded and maintained to prevent erosion or accumulation of standing water, except for approved retention basins. (d) Storm drainage. Drainage from roofs and paved areas, yards and courts, and other open areas on any property must not discharge in a manner that negatively impacts or burdens another property or creates a nuisance. (e) Sidewalks and driveways. All paved surfaces, including sidewalks, walkways, driveways, driveway aprons, and parking spaces, whether located in the right-of-way or private property, shall be kept in a proper state of repair and free of hazardous conditions, such as, but not limited to, cracks or uneven surfaces that create a tripping hazard. (f) Accessory structures. All accessory structures shall comply with the building code in effect at the time of construction and be kept in good repair. (g) Property defacement. No person shall damage, mutilate or deface any exterior surface of any structure by placing graffiti. It is the responsibility of the property owner to restore the affected surface to a state of good repair and remove or cover the graffiti. (h) Maintenance of fences. All fences shall be kept in good repair; free of holes, breaks, and loose or rotting material. Fences shall be structurally sound and shall not be supported by means other than the structural support incorporated into the fence. (1) Chain-link fences must be kept rust and corrosion free.

(2) Vinyl and wood fences shall be kept free of mildew, mold and other similar growths. (i) Prohibited use of fences. The hanging of clothes or similar items on fences shall be prohibited. (j) Decorative and freestanding walls. Decorative and freestanding walls shall be kept in good repair; free of holes, breaks, and loose or rotting material. Walls shall be structurally sound and shall not be supported by means other than the structural support incorporated into the wall. (1) Walls must be painted, stained, treated or finished in a uniform manner. Walls constructed with decorative masonry material are exempt from being painted or finished. Plain concrete block walls do not qualify for this exemption. (2) Walls with a stucco or similar finish shall be kept free of cracks and holes in the finish. Repairs shall be done in such a way as to appear inconspicuous.

Sec. 10-153. - Grass, landscaping and lot maintenance.

(a) The following conditions are prohibited on any property zoned or used for residential purposes: (1) The accumulation of rank growth of weeds, grass, invasive species, trees, plants or undergrowth in the condition that may serve to communicate fire or serve as a breeding place or harbor insects, rodents, snakes, vermin or other pests; (2) Any property upon which over one-third of the

vegetative area exceeds 12 inches in height above the ground. The height of vegetative matter shall be measured with a ruler or tape measure from grade level; and(3)Any real property within the city with an area greater than 25 acres which is currently agriculture exempt at the tax assessor's office or platted conservation areas are not required to comply with vegetation height limits contained herein.

Sec. 10-154. - Exterior structures.

(a)General. The exterior of all structures, including accessory structures, shall be maintained in good repair, structurally sound and sanitary.(b)Exterior surfaces.(1)All exterior surfaces, including, but not limited to, doors, door and window frames, porches, trim, fences, and walls shall be maintained in good condition.

(2)Wood surfaces shall be protected by painting or other protective treatment. Stockade style wood fences are excluded from this requirement.

(3)Peeling, flaking, and chipping paint must be removed and the surface repainted.

(4)All siding and masonry joints shall be weather resistant and watertight.

(5)All metal surfaces subject to rust or corrosion shall be coated and all surfaces with rust or corrosion shall be stabilized and coated to prevent future rust and corrosion. Surfaces that are designed for stabilization by oxidation are exempt from this requirement.

(6)Structural members shall be free of deterioration and must be capable of safely supporting the appropriate loads.

(7)Foundation walls shall be plumb and free from open cracks and breaks. Said walls shall be in the condition to prevent the entry of pests and rodents.(

8)Exterior walls shall be free of holes, breaks, and loose or rotting material. Said walls shall be weatherproof and properly coated or treated to prevent deterioration.

(9)All roofs and flashing shall be in good repair with no defects that admit water.

(10)Roof drainage shall be such as to prevent dampness and deterioration in any interior portion of the structure.

(11)Roof drains, gutters and downspouts shall be maintained in good repair and free of obstruction.

(12)Roof water may not be discharged onto a public sidewalk or right-of-way, and may not create a public nuisance.(c)Decorative features. All decorative features including, but not limited to, cornices, trim, wall facings, and shutters shall be in good repair and properly anchored to the structure.(d)Exterior structures. All exterior stairways, decks, porches, balconies, and similar features shall be structurally sound.(e)Chimneys. All chimneys shall be safe and structurally sound.(f)Handrails. All handrails and guardrails shall be securely fastened and capable of supporting normal loads.(g)Windows, skylights and doorframes.

(1)All windows, skylights and doorframes shall be kept in good condition and must be weathertight.(2)All windows and glazing materials shall be free of cracks and holes.(3)All windows that are not fixed in a permanent position must open easily and be held in position by the window hardware.(h)Shuttering or boarding of windows for hurricanes or similar weather-related events. The

temporary shuttering or boarding of windows to provide protection from hurricanes or similar weather related events is allowed.

This subsection shall in no way prohibit the use at any time of permanently attached storm shutters, such as, but not limited to, rolling shutters, accordion-style shutters, colonial-style shutters, Bahamas-style shutters and/or storm panels that affix to permanently mounted frames.

(i)Screens. Screens for windows and other outside openings required for ventilation of habitable rooms shall be tightly fitted. Said screens shall not have any holes or tears.(j)Exterior doors. All exterior doors, door assemblies and hardware must be in good working condition.(1)Locks on any exterior door must be in working condition and tightly secure the door.(2)All exit doors shall be readily accessible to the side from which egress is to be made without the need for keys, special knowledge or effort.



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809
407.851.7730 | FAX: 407.240.2222

CITY OF BELLE ISLE, FLORIDA
Petitioner,

Date: January 12, 2023

VS.

Case #: CE2022-0090

STOVALL LIZER
3904 ARAJO COURT
BELLE ISLE, FL 328122801
Respondents,

DOC # 20230173161
03/29/2023 08:14 AM Page 1 of 2
Rec Fee: \$18.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

RE: Code Violation at 3904 Arajo Court, Orlando, FL 32812-1033
Parcel I.D.: 20-23-30-1646-01-050

ORDER IMPOSING FINE / LIEN

THIS CAUSE came for a public hearing before the Code Enforcement Special Magistrate of the City of Belle Isle on **January 12, 2023**, after due notice to the Respondent(s), at which time the Special Magistrate, having heard testimony under oath, received evidence, and considered stipulations, thereupon issues its Administrative Order, Findings of Fact, Conclusions of Law and Notice of Hearing on Compliance and imposition of fines as follows,

Findings of Fact

- The Respondent(s), STOVALL LIZER, the owner(s) in charge of the property described as 3904 Arajo Court, Orlando, Florida, 32812, recorded in the Public Records of Orange County, Florida, Parcel 20-23-30-1646-01-050.
- An Affidavit of Non-Compliance dated **August 5, 2022**, has been filed by the City of Belle Isle Code Enforcement Officer, which Affidavit certifies under oath that the required corrective action(s) to achieve compliance by the Respondent(s) have not been taken by the required dates of **August 5, 2022**, to remedy the violations of the Code of Ordinances of the City of Belle Isle Section 10-31 Public Nuisance and Section 10-153 Tall Grass Violation.
- Numerous photographs were introduced into evidence, showing that the property is unsecured, open to the environment and elements, and is overflowing with trash and debris, rendering it as a public nuisance.

Conclusion of Law

The Respondent(s), STOVALL LIZER, by reason of the foregoing, are in violation of the Code of Ordinances of the City of Belle Isle, Section 10-31 Public Nuisance - Definitions (a) Property maintenance, (B) Structure maintenance (c) Serious and immediate threats and Sections 10-153 Tall Grass Violation, in that the Respondent(s) has failed to remedy the violation (s) and are subject to the provisions of the Code of Ordinances of the City of Belle Isle.

Order

Find the Respondent(s) guilty of violating city code section(s): 10-31 and 10-153 and Order to:

- The property is in violation of being a Public Nuisance
- The property has been left open and not maintained.

Order

Find the Respondent(s) guilty of violating city code section(s): 10-31 and 10-153 and Order to:

- The property is in violation of being a Public Nuisance
- The property has been left open and not maintained.
- The structure is in danger to the community and those around it; the defect made available to the homeowner as far back as 2021 has not been cured.
- BASED ON THE FOREGOING PREMISES, AND BY THE AUTHORITY OF SECTION 162.09, FLORIDA STATUTES, IT IS HEREBY ORDERED that the Respondent(s) **Garden Asset Management** pay to the City of Belle Isle a fine in the amount of **\$50.00** per day attached to the property until the property is brought into compliance, beginning July 7, 2022. There are outstanding fines of approximately \$5,000.00.
- THIS ORDER SHALL BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SUCH RECORDATION, PURSUANT TO FLORIDA STATUTES SECTION 162.08 AND 162.09, SHALL CONSTITUTE A LIEN AGAINST THE RESPONDENT(S) NON-HOMESTEAD REAL PROPERTY WHICH IS THE SUBJECT OF THIS ORDER AND ANY REAL OR PERSONAL PROPERTY FOUND WITHIN THE STATE OF FLORIDA. ANY CHALLENGE TO THE FINE/LIEN SHALL BE LIMITED TO THE ISSUE OF COMPLIANCE BY THE DESIGNATED DATE AND NOT RE-HEARING THE VIOLATION.

By: *Lindsay N. Greene*
 Lindsay N. Greene
 City of Belle Isle Code Enforcement Special Magistrate

Dated: Jan. 30, 2023

AFFIDAVIT OF SERVICE:

I HEREBY CERTIFY; THAT A TRUE AND CORRECT copy of the foregoing document has been furnished to Respondent(s) by mail to

5021 St. Marie Avenue, Orlando FL 32812, this 30 day of January 2023, by Matthew Rabeau, City of Belle Isle Code

Enforcement Officer.

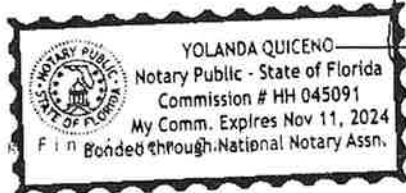
Matthew Rabeau
 Matthew Rabeau, Code Enforcement Officer
 My signature validates proper service per FS 162.12

Per FS 162.12(c) and (d), valid service includes: Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or in the case of commercial premises, leaving the notice with the manager or other person in charge.

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the above-signed authority Matthew Rabeau, who is personally known to me, acknowledged that he/she did execute the forgoing Statement and did not take an oath. SWORN TO AND

SUBSCRIBED BEFORE ME THIS 30th DAY OF January, 2023.



Yolanda Quiceno
 Notary Public, State of Florida



CITY OF BELLE ISLE
CODE ENFORCEMENT DIVISION
1600 NELA AVENUE
BELLE ISLE, FL 32809

P: 407-240-2473
WWW.BELLEISLEFL.GOV

NOTICE OF CONDEMNATION

DATE ISSUED:

BELLE ISLE CODE ENFORCEMENT CASE#:

**RESPONDENT(S)/ OWNER(S)
NAME:**

LIZER STOVALL

**DATE OF MAILING
AUGUST 5, 2024**

**POTENTIAL MAILING
ADDRESS:**

**3904 Arajo Ct.
Belle Isle, FL 32812-2801**

OR

**2801 E COLONIAL DR
ORLANDO, FL 32803-5001**

RE:

CITY OF BELLE ISLE NOTICE OF CONDEMNATION

**SUBJECT PROPERTY LEGAL
DESCRIPTION:**

**Lot 105, CONWAY EAST, according to the plat thereof as
recorded in Plat Book 4, Pages 122 and 123, Public Records of
Orange County, Florida**

**SUBJECT PROPERTY
STREET ADDRESS AND
TAX PARCEL ID # :**

**3904 Arajo Ct.,
Belle Isle FL 32812
20-23-30-1646-01-050**

**Being the same property as described in the Quit Claim Deed recorded
at Official Records Book 4028, Page 4666, Public Records of Orange
County, Florida.**

DEAR RESPONDENT(S)/PROPERTY OWNER(S):

**YOU ARE HEREBY NOTIFIED THAT AN INSPECTION OF YOUR PROPERTY HAS REVEALED CAUSE TO CONDEMN THE
STRUCTURES LOCATED THEREON AS SET FORTH IN ARTICLE VII, SECTION 10 OF THE CODE OF ORDINANCES OF
THE CITY OF BELLE ISLE. VIOLATIONS OF THE FOLLOWING SECTIONS(S) OF THE BELLE ISLE CODE OF
ORDINANCES APPLY AS TO YOUR PROPERTY:**

VIOLATION(S):

**SEC. 10 - ARTICLE VII. - DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND
APPURTENANCES**

SEC. 10-192. - STANDARD CODE ADOPTED.

THERE IS ADOPTED BY THE CITY FOR THE PURPOSES OF ESTABLISHING RULES AND REGULATIONS PERTAINING TO OR IN ANY WAY RELATED TO ANY AND ALL BUILDINGS, STRUCTURES, ELECTRICAL, GAS, MECHANICAL, OR PLUMBING SYSTEMS WHICH ARE UNSAFE, UNSANITARY, OR DO NOT PROVIDE ADEQUATE EGRESS, OR WHICH CONSTITUTE A FIRE HAZARD, OR ARE OTHERWISE DANGEROUS TO HUMAN LIFE, OR WHICH IN RELATION TO EXISTING USE, CONSTITUTE A HAZARD TO SAFETY OR HEALTH, ARE CONSIDERED UNSAFE BUILDINGS OR UNSAFE SERVICE SYSTEMS THE STANDARD UNSAFE BUILDING ABATEMENT CODE AS PUBLISHED BY SBCCI, AND AS SUCH MAY BE AMENDED, MODIFIED OR UPDATED BY SBCCI (THE "ABATEMENT CODE"). THE ABATEMENT CODE IS ADOPTED AND FULLY INCORPORATED HEREIN AS IF FULLY SET OUT AT LENGTH IN THIS SECTION, SAVE AND EXCEPT SUCH PORTIONS AS ARE DELETED, ADDED, MODIFIED, OR AMENDED IN THIS ARTICLE. ONE COPY OF THE ABATEMENT CODE IS ON FILE IN THE OFFICE OF THE BUILDING OFFICIAL. ALL SUCH UNSAFE BUILDINGS, STRUCTURES, OR SERVICE SYSTEMS ARE HEREBY DECLARED ILLEGAL AND SHALL BE ABATED BY REPAIR AND REHABILITATION OR BY DEMOLITION IN ACCORDANCE WITH THE PROVISIONS OF THE ABATEMENT CODE OR OTHER PROVISIONS OF THE BUILDING AND PROPERTY MAINTENANCE REGULATIONS OF THE CITY. ALL REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.

AN UNSAFE STRUCTURE OR PREMISES, OR ABANDONED IMPROVEMENT OR STRUCTURE, SHALL MEAN AND INCLUDE ANY BUILDING, STRUCTURE OR PROPERTY THAT HAS ANY OF THE FOLLOWING CONDITIONS, SUCH THAT THE LIFE, HEALTH, PROPERTY OR SAFETY OF THE GENERAL PUBLIC OR THE OCCUPANTS ARE ENDANGERED, SPECIFICALLY INCLUDING ANY ELECTRICAL, MECHANICAL, PLUMBING, OR GAS SYSTEM, IN WHOLE OR IN PART, THAT HAS NOT BEEN MAINTAINED IN A SAFE AND SANITARY CONDITION OR VIOLATES A CITY CODE OR ORDINANCE OR ANY STATE OR FEDERAL LAW OR REGULATION:

- (1) ANY MEANS OF EGRESS OR PORTION THEREOF THAT IS NOT OF ADEQUATE SIZE, OR IS INSUFFICIENT IN QUANTITY OR REMOTENESS, OR IS NOT ARRANGED OR MAINTAINED TO PROVIDE A SAFE PATH OF TRAVEL TO A PUBLIC WAY OR OTHER SAFE AREAS IN CASE OF FIRE OR OTHER EMERGENCIES AS DETERMINED BY ANY AUTHORITY HAVING JURISDICTION.
- (2) ANY MEANS OF EGRESS OR PORTION THEREOF, SUCH AS BUT NOT LIMITED TO FIRE DOORS, CLOSING DEVICES, OR FIRE-RESISTIVE RATINGS, THAT ARE IN DISREPAIR OR IN A DILAPIDATED, NONWORKING OR COMPROMISED CONDITION.
- (3) THE STRESS IN ANY MATERIAL OR MEMBER, OR PORTION THEREOF, THAT IS INCAPABLE OF SUSTAINING THE LOADS TO BE IMPOSED UPON IT.
- (4) A BUILDING OR STRUCTURE, OR PORTION THEREOF, THAT HAS BEEN DAMAGED TO THE EXTENT THAT THE STRUCTURAL INTEGRITY OF THE BUILDING OR STRUCTURE IS LESS THAN IT WAS PRIOR TO THE DAMAGE
- (5) ANY EXTERIOR APPENDAGE OR PORTION OF A BUILDING OR STRUCTURE THAT IS NOT SECURELY FASTENED, ATTACHED, OR ANCHORED SUCH THAT IT IS CAPABLE OF RESISTING WIND, SEISMIC OR SIMILAR LOADS.
- (6) ANY BUILDING OR STRUCTURE, OR PORTION THEREOF, THAT IS MANIFESTLY UNSAFE FOR ANY REASON OR IS UNSANITARY FOR THE PURPOSE FOR WHICH IT IS, WAS, OR WILL BE INTENDED TO BE USED.
- (7) ANY BUILDING OR STRUCTURE, OR PORTION THEREOF, THAT, AS A RESULT OF DECAY, DETERIORATION, DILAPIDATION, OR OTHER REASON, IS LIKELY TO FULLY OR PARTIALLY COLLAPSE.
- (8) ANY BUILDING, STRUCTURE, PROPERTY, OR PORTION THEREOF THAT HAS BEEN CONSTRUCTED OR MAINTAINED IN VIOLATION OF A SPECIFIC REQUIREMENT OF THE STANDARD CODE(S).
- (9) ANY BUILDING, STRUCTURE, PROPERTY, OR PORTION THEREOF THAT IS IN SUCH A CONDITION AS TO CONSTITUTE A PUBLIC NUISANCE.
- (10) ANY BUILDING, STRUCTURE, OR PROPERTY, OR PORTION THEREOF, THAT IS UNSAFE, UNSANITARY, OR NOT PROVIDED WITH ADEQUATE EGRESS OR CONSTITUTES A FIRE HAZARD OR IS OTHERWISE DANGEROUS TO HUMAN LIFE.
- (11) ANY BUILDING, STRUCTURE, OR IMPROVEMENT, OR PORTION THEREOF, THAT COMMENCED OR WAS CONSTRUCTED UNDER A PERMIT THAT HAS EXPIRED FOR MORE THAN 180 DAYS.

SEC. 10-200. - PUBLIC NUISANCES.

WHEN NUISANCE CONDITIONS OR HAZARDS DEGENERATE OR CUMULATIVELY IMPACT ON STRUCTURES, DWELLINGS, OR OTHER BUILDINGS REGULATED BY THIS CODE, TO THE EXTENT THAT REPAIR, REMOVAL, SECURING, OR DEMOLITION IS NECESSARY FOR THE PUBLIC HEALTH, SAFETY, AND WELFARE, THEN THE BUILDING OFFICIAL OR HIS DESIGNEE IS AUTHORIZED TO ORDER THE PROPERTY OWNER OR CITY AGENTS TO REPAIR, REMOVE, SECURE, VACATE OR DEMOLISH SUCH STRUCTURES ACCORDING TO PROCEDURES OUTLINED IN THE ABATEMENT CODE OR AS OTHERWISE PROVIDED FOR IN THE CODE. THESE POWERS ARE HEREBY DECLARED TO BE REMEDIAL AND ESSENTIAL FOR THE PUBLIC INTEREST, AND IT IS INTENDED THAT SUCH POWERS BE LIBERALLY CONSTRUED TO EFFECTUATE THE PURPOSES STATED HEREIN.

SEC. 10-196. - CONDITIONS CONSTITUTING HAZARDS—NOTICE.

WHEN THERE MAY BE FOUND TO EXIST ANY CONDITION OF ANY BUILDING, LAND, OR PREMISES OR ANY CONDITION IN, UPON, OR ABOUT ANY BUILDING, LAND, OR PREMISES WHICH CONSTITUTES OR IS LIKELY TO CONSTITUTE A FIRE HAZARD OR A HAZARD TO THE HEALTH, SAFETY, OR WELFARE OF THE OCCUPANTS OR THE PUBLIC, (I.E., A PUBLIC NUISANCE) THE BUILDING OFFICIAL OR SUCH OTHER AUTHORIZED CITY OFFICER, EMPLOYEE OR CONSULTANT AUTHORIZED AND EMPOWERED SHALL FILE WITH THE BUILDING OFFICIAL A NOTICE WHICH SHALL CONTAIN:

- (1) A DESCRIPTION OF THE LAND, BUILDING, STRUCTURE, OR PREMISES IN CONNECTION WITH WHICH ANY SUCH CONDITION HAS BEEN FOUND TO EXIST, WHICH SHALL INCLUDE, TO THE EXTENT PRACTICABLE, A DESCRIPTION BY METES AND BOUNDS OR BY LOT NUMBER OF SUCH LAND.
- (2) THE NAMES OF THE OCCUPANTS OF THE PROPERTY, IF ANY, AND THE NAMES, PLACES OF RESIDENCE, LEGAL DISABILITIES, IF ANY, AND INTEREST OF OWNERS, IF KNOWN, OR IF ANY OF SUCH FACTS ARE UNKNOWN, IT SHALL BE SO STATED.
- (3) THE CONDITION FOUND TO EXIST, WHICH CONSTITUTES A FIRE HAZARD OR A HAZARD TO THE HEALTH, SAFETY, OR WELFARE OF THE OCCUPANTS OR THE PUBLIC.
- (4) THE MATTERS AND THINGS REQUIRED TO BE DONE TO EFFECT THE REMOVAL OR CORRECTION OF SUCH CONDITION OR STRUCTURE; THE REMOVAL OF ANY WEEDS, DEBRIS, WASTE, RUBBISH, OR FLAMMABLE MATERIAL; OR THE ACCOMPLISHMENT OF OTHER CORRECTIVE PROCEDURES...

REASONS FOR CONDEMNATION: THE BUILDING IS DILAPIDATED, DECAYED, AND CREATES A HAZARD TO THE SURROUNDING PROPERTIES.

THE CITY COUNCIL OF THE CITY OF BELLE ISLE WILL CONDUCT A PUBLIC HEARING ON THIS MATTER AT 6:30 P.M. ON **TUESDAY, OCTOBER 15, 2024 IN COUNCIL CHAMBERS AT BELLE ISLE CITY HALL LOCATED AT 1600 NELA AVENUE, BELLE ISLE, FLORIDA 32809.**

PURSUANT TO SECTION 10-198 OF THE CODE OF ORDINANCES OF THE CITY OF BELLE ISLE, YOU ARE ENTITLED TO A HEARING ON THE REQUEST FOR CONDEMNATION OF THE STRUCTURE TO BE HELD ON THE DATE STATED ABOVE. THE CITY COUNCIL SHALL HEAR THE CAUSES AND MAY SUSTAIN, REJECT OR MODIFY THE ACTION AND RECOMMENDATIONS OF THE OFFICER OR EMPLOYEE MAKING AND FILING THE NOTICE WITH RESPECT TO THE DILAPIDATED AND HAZARDOUS CONDITION AND SHALL ORDER THE REMOVAL, DESTRUCTION, OTHER DISPOSITION OR REPAIR OF ANY SUCH STRUCTURE OR SHALL ORDER SUCH OTHER MATTERS OR THINGS TO BE DONE AS MAY BE NECESSARY TO REMOVE OR CORRECT SUCH DILAPIDATED AND HAZARDOUS CONDITION, AND SHALL ORDER THAT SUCH BE DONE WITHIN SUCH TIME AS THE CITY COUNCIL MAY DETERMINE. IF THE CITY COUNCIL ORDERS THE CONDEMNATION OF THE STRUCTURE, YOU ARE LIABLE FOR THE EXPENSES INCURRED BY THE CITY IN DEMOLISHING AND REMOVING THE STRUCTURE FROM THE PROPERTY AND A LIEN FOR SUCH EXPENSES WILL BE PLACED AGAINST THE PROPERTY.

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THE CITY COUNCIL OF THE CITY OF BELLE ISLE, ON TUESDAY,

OCTOBER 15, 2024 IN COUNCIL CHAMBERS AT BELLE ISLE CITY HALL LOCATED AT 1600 NELA AVENUE, BELLE ISLE, FLORIDA 32809.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the scheduled hearing. You may also have other rights as are set forth in the City of Belle Isle Code of Ordinances. Any person appealing a decision made by the City Commission of the City of Belle Isle must ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is made. The City of Belle Isle does not provide this record.

SINCERELY,

DANIEL W. LANGLEY
CITY ATTORNEY

**NOTICE OF CONDEMNATION
CITY OF BELLE ISLE, FLORIDA**

Pursuant to Chapter 10, Art. VII. of the Belle Isle Code of Ordinances, notice is hereby given to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate as described herein, that the City of Belle Isle City Council will hold a public hearing on **Tuesday, October 15, 2024 at 6:30 p.m.**, or as soon thereafter as possible in the City Council Chambers at City Hall, located at 1600 Nela Avenue, Belle Isle, Florida 32809, to determine whether an order of condemnation of the structure made by the city building inspector should be confirmed in all respects regarding the following property:

Street Address:	3904 Arajo Ct., Belle Isle FL 32812
Tax Parcel Identification No.:	20-23-30-1646-01-050
Legal Description:	Lot 105, CONWAY EAST, according to the plat thereof as recorded in Plat Book 4, Pages 122 and 123, Public Records of Orange County, Florida
Record Fee Owner (Per Orange County Tax Collector)	LIZER STOVALL

YOU ARE FURTHER NOTIFIED THAT AN INSPECTION OF THE AFORESAID PROPERTY HAS REVEALED CAUSE TO CONDEMN THE STRUCTURE(S) LOCATED THEREON AS SET FORTH IN SEC. 10 - ARTICLE VII. - DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES, BELLE ISLE CODE OF ORDINANCES. All persons having any interest or right in the above-described property must appear before the Belle Isle City Council at the public hearing to show cause, if any, why the order of condemnation made by the city building inspector should not be confirmed in all respects. Failure to protest the order of condemnation or to appear and show cause why the order of condemnation should not be confirmed shall result in all persons having any right or interest in the above-referenced being forever foreclosed and barred of claiming any damage because of the destruction of the property described in the condemnation order. Any expenses incurred by the City of Belle Isle in demolishing the structure will be imposed against the property owner and constitute a lien against the subject property. For more information or to review the file, please contact Yolanda Quiceno with the City of Belle Isle, 1600 Nela Avenue, Belle Isle, Florida 32809; telephone number 407-851-7730.

Any persons with disabilities needing special accommodations should submit a written request to the City Clerk, 1600 Nela Avenue, Belle Isle, Florida 32809 or phone 407-851-7730 at least 48 hours prior to each meeting. Any person wishing to appeal a decision of the Belle Isle City Council must ensure that a verbatim record of the proceedings is made.

ARTICLE VII. DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES

Sec. 10-190. 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:

Abandoned improvements or structures mean any work which has been commenced or completed on a site with a permit which has been expired for more than 180 days.

Approved means approved by the city manager or other authority having jurisdiction.

Building means any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof."

Building official means the officer or other designated authority charged with the administration and enforcement of building construction regulations within the city or their duly authorized representatives.

Condemned structure means one or more of the following:

- (1) Any structure which has been declared an unsafe structure by the building official and proper notice has been served by the city as required by law, and the owner has failed to file an appeal within the time provided by law.
- (2) Any structure which has been declared an unsafe structure by the building official and proper notice has been served by the city as required by law, and an owner has filed an appeal within the time provided for by law, and the appeal was denied.
- (3) any structure which has been declared unsafe structure by the building official, proper notice has been served by the city as required by law. An owner has prevailed in a duly filed appeal, and the owner has failed to take action (s) required to abate the conditions as set forth by the board or entity that affirmed the appeal.

Owner means any person having a legal or equitable interest in the property.

Structure means that which is built or constructed and shall be construed to include the term "building."

Violation, major, means any violation which, if not corrected, would cause the structure to be condemned.

Violation, minor, means any violation of this Code, the adopted standard codes, or any state or federal law or regulation, specifically including, but not limited to, no water, no electric, or minor fire damage, which is not classed as a major violation.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-191. Enforcement; records.

The provisions of this article shall be enforced by the city manager. The city manager shall cause to be kept a record of the enforcement of this article. These records shall be public records.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-192. Standard Code adopted.

There is adopted by the city for the purposes of establishing rules and regulations pertaining to or in any way related to any and all buildings, structures, electrical, gas, mechanical, or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or unsafe service systems the Standard Unsafe Building Abatement Code as published by SBCCI, and as such may be amended, modified or updated by SBCCI (the "abatement code"). The abatement code is adopted and fully incorporated herein as if fully set out at length in this section, save and except such portions as are deleted, added, modified, or amended in this article. One copy of the abatement code is on file in the office of the building official. All such unsafe buildings, structures, or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the abatement code or other provisions of the building and property maintenance regulations of the city. All repairs shall be performed in accordance with the Florida Building Code.

An unsafe structure or premises, or abandoned improvement or structure, shall mean and include any building, structure or property that has any of the following conditions, such that the life, health, property or safety of the general public or the occupants are endangered, specifically including any electrical, mechanical, plumbing, or gas system, in whole or in part, that has not been maintained in a safe and sanitary condition or violates a City Code or ordinance or any state or federal law or regulation:

- (1) Any means of egress or portion thereof that is not of adequate size, or is insufficient in quantity or remoteness, or is not arranged or maintained to provide a safe path of travel to a public way or other safe areas in case of fire or other emergencies as determined by any authority having jurisdiction.
- (2) Any means of egress or portion thereof, such as but not limited to fire doors, closing devices, or fire-resistive ratings, that are in disrepair or in a dilapidated, nonworking or compromised condition.
- (3) The stress in any material or member, or portion thereof, that is incapable of sustaining the loads to be imposed upon it.
- (4) A building or structure, or portion thereof, that has been damaged to the extent that the structural integrity of the building or structure is less than it was prior to the damage.
- (5) Any exterior appendage or portion of a building or structure that is not securely fastened, attached, or anchored such that it is capable of resisting wind, seismic or similar loads.
- (6) Any building or structure, or portion thereof, that is manifestly unsafe for any reason or is unsanitary for the purpose for which it is, was, or will be intended to be used.
- (7) Any building or structure, or portion thereof, that, as a result of decay, deterioration, dilapidation, or other reason, is likely to fully or partially collapse.
- (8) Any building, structure, property, or portion thereof that has been constructed or maintained in violation of a specific requirement of the standard Code(s).
- (9) Any building, structure, property, or portion thereof that is in such a condition as to constitute a public nuisance.
- (10) Any building, structure, or property, or portion thereof, that is unsafe, unsanitary, or not provided with adequate egress or constitutes a fire hazard or is otherwise dangerous to human life.
- (11) Any building, structure, or improvement, or portion thereof, that commenced or was constructed under a permit that has expired for more than 180 days.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-193. Condemnation—Authority.

The city shall have the authority and power to condemn and remove or cause to be removed all decayed, unsightly, dangerous, and unlawful buildings, ruins, awnings, porches, or structures within the corporate limits of the city.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-194. Same—Notice.

- (a) When there exists any unsightly, dangerous and unlawful building, structure, or appurtenances of a building or when such may be constructed in violation of city ordinances, the building official or such other officer, employee, or consultant who may be authorized by the city manager shall condemn the building, structure, appurtenances of a building.
- (b) Such officer shall file with the building official notice of such condemnation, which notice shall contain the following:
 - (1) The description of the building or structure condemned, together with the description by metes and bounds or by lot number of the property upon which such building or structure is located.
 - (2) The names of the occupants of the property and the names, places of residence, legal disabilities, if any, and interests of owners, if known, or if any of these facts are unknown shall be so stated.
 - (3) The reason for condemning the building or structure.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-195. Same—Service of notice.

- (a) A copy of the notice shall be served upon the occupant of any unsightly and unlawful building or other structure and on the owner thereof, if known and residing in the city, together with a summons to appear before the city commission in not less than five or more than 30 days. The notice shall be served by the chief of police or any city police officer or by any other officer or employee who may be authorized by the city manager. However, if such persons reside in the state and beyond the limits of the city, such notice and summons shall be served by the sheriff of the county in which the person resides, in accordance with the rules governing service of process in the circuit court.
- (b) If the owners reside beyond the limits of the state, upon application by the city attorney, the building official shall make an order of publication of notice to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate, which notice shall be addressed to all whom it may concern, requiring them on a day certain, to be fixed in such order, not less than 30 or more than 50 days from the date of the first publication, to appear before the city commission to show cause, if any, why the order of condemnation made by the city building inspector should not be confirmed in all respects. Such notice shall be published for four consecutive weeks prior to the date fixed for such hearing, and a copy of the notice shall likewise be posted in a conspicuous place on the premises during the time of the advertisement of notice. If such order of publication shall be made and no appearance entered or protest is made to the confirmation of the order of condemnation, the owners of the property shall be forever foreclosed and barred from claiming any damage because of the destruction of the property described in the condemnation order.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-196. Conditions constituting hazards—Notice.

When there may be found to exist any condition of any building, land, or premises or any condition in, upon, or about any building, land, or premises which constitutes or is likely to constitute a fire hazard or a hazard to the health, safety, or welfare of the occupants or the public, (i.e., a public nuisance) the building official or such other authorized city officer, employee or consultant authorized and empowered shall file with the building official a notice which shall contain:

- (1) A description of the land, building, structure, or premises in connection with which any such condition has been found to exist, which shall include, to the extent practicable, a description by metes and bounds or by lot number of such land.
- (2) The names of the occupants of the property, if any, and the names, places of residence, legal disabilities, if any, and interest of owners, if known, or if any of such facts are unknown, it shall be so stated.
- (3) The condition found to exist, which constitutes a fire hazard or a hazard to the health, safety, or welfare of the occupants or the public.
- (4) The matters and things required to be done to effect the removal or correction of such condition or structure; the removal of any weeds, debris, waste, rubbish, or flammable material; or the accomplishment of other corrective procedures.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-197. Same—Service of notice.

- (a) A copy of the notice shall be served upon the occupant of such land, building, or premises and upon the owner thereof, if known and residing in the city, together with a summons to appear before the city commission at any regular or special meeting thereof not less than five or more than 30 days from the date of service of the notice. The notice and summons shall be served by the chief of police or any city police officer or by any other officer, employee, or consultant who may be authorized by the city manager. However, if such person resides in the state and beyond the limits of the city, such notice and summons shall be served by the sheriff of the county in which the person resides in accordance with the rules governing service of process in the circuit court. If the occupant of such building cannot be found in the city, it shall be sufficient service upon such occupant to post a copy of such notice and summons in some conspicuous place upon such building or other structure.
- (b) If the place of residence of the owner of such property cannot be determined or is found to be beyond the limits of the state, the city clerk shall make an order of publication of notice to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate. The notice shall be addressed to the owner by name if known, and to all whom it may concern, requiring them on a day certain, to be fixed in such order, not less than 30 or more than 50 days from the date of the first publication of such notice, to appear before the city commission to show cause if any, why the notice made and filed with the city clerk by the officer, employee or consultant making and filing the notice with respect to a hazardous condition found to exist and the matters and things set forth in the notice as being required to be done to remove or remedy such condition should not be confirmed in all respects. The notice shall be published once a week for four consecutive weeks prior to the date fixed for such hearing. A copy of the notice shall be likewise posted in a conspicuous place on the premises during the time of the publication of the notice.
- (c) If such order or publication shall be made and no appearance is entered or protest made to the confirmation of the notice filed with the city clerk with respect to such hazardous condition, the owner of the property and all persons having any interest or right therein, whether as lienholders or otherwise, shall be forever

foreclosed and barred from claiming any damage because of the destruction or other disposition of the property described in the notice.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-198. Hearing; decision.

At the time fixed for the hearing required under this division, either in the summons or the order of publication, as the case may be, the city commission shall hear the cause and may sustain, reject or modify the action and recommendations of the officer, employee or consultant making and filing the notice with respect to the hazardous condition and shall order the removal, destruction, other disposition or repair of any such building or shall order such other matters or things to be done as may be necessary to remove or correct such hazardous condition, and shall order that such be done within such time as the city commission may determine.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-199. Enforcement of decision; costs.

Under this division, if any building or other structure is not removed or repaired as required in the order of the city commission or in the other matters and things required in the order for the removal or correction of such hazardous condition, the work may be done and performed by the city, and the costs and expenses thereof shall be a lien upon the property, which lien may be enforced by suit at law or proceeding in chancery.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-200. Public nuisances.

When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by this Code, to the extent that repair, removal, securing, or demolition is necessary for the public health, safety, and welfare, then the building official or his designee is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined in the abatement code or as otherwise provided for in the Code. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-201. Vacant buildings.

No vacant building may be boarded up for a period of time exceeding 60 days unless granted a waiver by the building official. "Exterior walls", and all boards used to enclose the building must be neatly fitted within window and door openings and must be painted to blend in with the rest of the building.

(Ord. No. 22-10 , § 2, 11-15-2022)

Sec. 10-202. Requirements not covered by Code.

Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas, mechanical, or plumbing system, or for the public safety, health, and general welfare not specifically covered by this Code, shall be determined by the building official.

(Supp. No. 12)

(Ord. No. 22-10 , § 2, 11-15-2022)

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

b.

Meeting Date: October 15, 2024

To: Honorable Mayor and City Council Members

From: Rick Rudometkin, City Manager

Subject: Approve extension of McDirmit Davis contract for audit services for one year

Background:

In October 2018, the City entered into a contract with McDirmit Davis for audit services through the fiscal year ending September 30, 2023. We request approval to extend the contract with McDirmit Davis for one additional fiscal year for the year ending September 30, 2024.

In addition, at an upcoming meeting we will be bringing to Council the process for auditor selection to be used going forward which includes the creation of an Auditor Selection Committee, a statutory requirement under Sec. 218.391(b), Fla. Stat.

Staff Recommendation: Extend the contract with McDirmit Davis to include audit services for the 2024 fiscal year.

Suggested Motion: I move to extend the contract with McDirmit Davis to provide audit services for 2024 fiscal year.

Fiscal Impact: None. The proposed audit fee for FY 2024 is the same as FY 2023.

Attachments: Professional Services Agreement FY 2024
McDirmit Davis Engagement Letter 2024
McDirmit Davis Engagement Letter 2023
McDirmit Davis Engagement Letter 2018
Fla St 218.391

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 15th day of October, 2024, by and between the **CITY OF BELLE ISLE**, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the "City") and **McDermitt Davis & Company, LLC**, a corporation organized and existing under the laws of the State of Florida, located at 934 North Magnolia Avenue, Suite 100, Orlando, FL 32803 (herein "Contractor").

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" in the Contractor's Proposal dated September 26, 2024, attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to CITY entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor has the knowledge, skill and experience to perform the services contemplated herein, that the Contractor has and will maintain all professional registration and licensing requirements (both corporate and individual for all required basic disciplines) and that Contractor covenants that it shall follow the highest professional standards in performing the services to City required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances and serving the best interest of the CITY.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's Proposal which shall be incorporated herein by this reference as though fully set forth herein, and attached as Exhibit "A". In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" in the Contractor's Proposal hereto as **Exhibit "A"** and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

2.2 Method of Payments.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to CITY in the form approved by CITY's City Manager, an invoice for services rendered prior to the date of the invoice. CITY shall pay Contractor for all expenses stated thereon which are approved by CITY pursuant to this Agreement no later than thirty days after the City's receipt of the invoice. Payments and disputes concerning payments under this Agreement shall be governed in accordance with the Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes.

3.0 PERFORMANCE/SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement execution of this Agreement. Contractor shall perform all services within the time period(s) established in the proposal and in compliance with the auditing requirements under general law.

3.3 Force Majeure.

The time period(s) specified in the Request for Proposals issued by the City for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against CITY for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

The term of this Agreement shall commence on the Effective Date and run until the services are completed which is estimated to be not longer than June 1, 2025. Further, the Contractor understands that it serves at the pleasure of the City Council of the City of Belle Isle and that the City is not obligated to utilize the services for any specific time period. The City

Council may terminate this Agreement at any time without penalty. The Contractor may terminate this Agreement at any time without penalty. Upon termination of services, the City shall remain obligated to pay the Contractor for previous services rendered and any services rendered during the transition to the City’s new Contractor.

4.0 NO ASSIGNMENT/INDEPENDENT CONTRACTOR

4.1 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of CITY. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of CITY.

4.2 Independent Contractor.

Neither CITY nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of CITY and shall remain at all times as to CITY a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 MISCELLANEOUS PROVISIONS

5.1 Florida Law.

The parties agree that this Agreement is governed by and shall be interpreted under the laws of the State of Florida and is binding upon the parties.

5.2 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

5.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.4 Legal Action.

Any and all legal action necessary arising out of or concerning this Agreement shall have its exclusive venue in a court of proper jurisdiction in Orange County, Florida. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The City's maximum liability under this Agreement shall be the amount of compensation it is required to pay to Contractor for services properly rendered hereunder.

5.5 Conflict of Interest.

Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate Part III, Chapter 112, Florida Statutes, relating to ethics in government. No officer or employee of CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

5.6 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

5.7 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and

either served personally or sent by prepaid, first-class mail, in the case of CITY, to CITY Manager, via email at rickr@belleislefl.gov and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

5.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. To the extent there are any conflicts between the terms of this Agreement and the Proposal attached as Exhibit A, the terms of this Agreement shall control.

5.9 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

5.10 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

A. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00).

B. Workers compensation insurance for its employees and other applicable insurance as may be required by the State of Florida.

C. Errors and Omissions Insurance. A policy of professional liability issuance written on a claims made basis in an amount not less than One Million Dollars (\$1,000,000.00). Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City.

5.11 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

5.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

5.13 Indemnification. Contractor shall indemnify and hold the City and its officials, officers, employees, and agents harmless from all claims, losses, expenses, and damages, including, but not limited to, attorneys' fees and litigation costs at trial and appellate levels, for personal injury, sickness, disease, death and real property damage, and personal property damages that may arise or do arise solely or partially from acts, errors, omissions, negligent acts, recklessness, wrongful acts, or gross negligence of the Contractor or its employees, subcontractors, or agents (or any combination thereof) during the performance of services under this Agreement. This Section shall survive expiration and termination of this Agreement.

5.14 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City and its officials, officers, employees and agents as set forth in the Constitution and the Laws of the State of Florida, including without limitation, under Section 768.28, Florida Statutes.

5.15 Public Records Laws.

Contractor acknowledges and agrees that the CITY is a public entity that is subject to Florida's public records law and as such, documents in Contractor's control and possession (including subcontractors) relating to the services performed for the CITY are subject to inspection under Chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record by applicable law. Specifically, Contractor shall comply with the requirements of a contractor under Section 119.0701, Florida Statutes. Upon request by the CITY, the Contractor shall at its expenses, within three (3) business days, supply copies of said public records to the CITY. Since the CITY's documents are of utmost importance to the conduct of CITY's business and because of the legal obligations imposed upon the CITY and Contractor by the Public Records Law, Contractor agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies, or electronic images thereof when such are requested by the CITY, regardless of any contractual or other dispute that may arise between Contractor and CITY. Upon termination of this Agreement, termination of Contractor's work under this Agreement,

or acceptance of the Work by the CITY, whichever occurs first, the Contractor shall, at Contractor's expense, turnover the original or copy of all public records in the Contractor's (including sub-consultants and subcontractor's) control and possession to the CITY, except as otherwise directed by the CITY. Contractor hereby indemnifies the CITY concerning any claims, damages, suits, judgments, losses, expenses, and penalties arising out of or concerning Contractor and its subcontractors' violation of the Public Records Law or this paragraph, including for the CITY's attorneys' fees and costs. This paragraph survives termination and expiration of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSSTODIAN OF RECORDS AT: Yolanda Quiceno, CMC City Clerk, City of Belle Isle, 1600 Nela Avenue, Belle Isle, Florida 32809; E-mail – yquiceno@belleislefl.gov; Telephone – (407) 851-7730.

5.16 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF BELLE ISLE

McDirmitt Davis & Company, LLC

Rick Rudometkin, City Manager

Approved by City Council on
October 15, 2024
ATTEST:

BY: _____
Name/Title

Yolanda Quiceno, City Clerk



EXHIBIT A

1800 Pembroke Drive, Suite 170
Orlando, Florida 32810
407-843-5406
www.mcdirmittdavis.com

b.

September 26, 2024

City of Belle Isle
1600 Nela Avenue
Belle Isle, Florida 32809

The following represents our understanding of the services we will provide City of Belle Isle.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the City of Belle Isle, as of September 30, 2024, and for the year then ended and the related notes, which collectively comprise the City of Belle Isle's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

Supplementary information other than RSI will accompany City of Belle Isle's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Combining and individual fund financial statements and schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section
2. Statistical section

Auditor Responsibilities

We will conduct our audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*. As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Belle Isle's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon. The supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information will be subjected to the auditing procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, such as calculating depreciation on fixed assets, drafting financial statements and proposing adjusting or correcting journal entries to be reviewed and approved by management, we will not assume management responsibilities on behalf of the City of Belle Isle. However, we will provide advice and recommendations to assist management of the City of Belle Isle in performing its responsibilities.

City of Belle Isle's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the City of Belle Isle's basic financial statements. Our report will be addressed to the governing body of the City of Belle Isle. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations and provisions of grants and contracts, including the result of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no opinion will be expressed.

We also will issue a written report on the *City of Belle Isle's* compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in December 2024 and to issue our reports no later than March 31, 2025.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDermitt Davis's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$25,000 for the audit, and \$5,000 for a federal or state single audit, if required. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of Governmental Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis

McDirmit Davis

Select Year: 2024 ▼ Go

The 2024 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the committee may serve other audit oversight purposes as determined by the entity’s governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If

fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services.
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
- (8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

(9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.



934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcdermittdavis.com

November 8, 2023

City of Belle Isle
1600 Nela Avenue
Belle Isle, Florida 32809

The following represents our understanding of the services we will provide City of Belle Isle.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the City of Belle Isle, as of September 30, 2023, and for the year then ended and the related notes, which collectively comprise the City of Belle Isle’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management’s discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1. Management’s Discussion and Analysis
- 2. Budgetary Comparison Schedules

Supplementary information other than RSI will accompany City of Belle Isle’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1. Combining and individual fund financial statements and schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1. Introductory section
- 2. Statistical section

Auditor Responsibilities

We will conduct our audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*. As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Belle Isle's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

- 9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- 10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon. The supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information will be subjected to the auditing procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, such as calculating depreciation on fixed assets, drafting financial statements and proposing adjusting or correcting journal entries to be reviewed and approved by management, we will not assume management responsibilities on behalf of the City of Belle Isle. However, we will provide advice and recommendations to assist management of the City of Belle Isle in performing its responsibilities.

City of Belle Isle's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

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We will issue a written report upon completion of our audit of the City of Belle Isle's basic financial statements. Our report will be addressed to the governing body of the City of Belle Isle. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

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We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

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Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

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During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2024 and to issue our reports no later than March 31, 2024.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDermitt Davis's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$25,000 for the audit, and \$5,000 for a federal or state single audit, if required. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of Governmental Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis

McDirmit Davis

RESPONSE:

This letter correctly sets forth our understanding.

City of Belle Isle, Florida

Acknowledged and agreed on behalf of City of Belle Isle by:

Title: _____

MCDIRMIT DAVIS

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

October 22, 2018

City of Belle Isle, Florida
1600 Nela Avenue
Belle Isle, Florida 32809

The following represents our understanding of the services we will provide the *City of Belle Isle, Florida*.

You have requested that we audit the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the *City of Belle Isle, Florida*, as of September 30, 2018, 2019, and 2020, and for the years then ended and the related notes, which collectively comprise the *City of Belle Isle, Florida's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Budgetary Comparison Schedules

Supplementary information other than RSI will accompany *City of Belle Isle, Florida's* basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1. Combining and individual fund financial statements and schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1. Statistical Section
- 2. Introductory Section

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and, in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *City of Belle Isle, Florida's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City of Belle Isle, Florida's basic financial statements. Our report will be addressed to the governing body of City of Belle Isle, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	December 2018	December 2018
Mail confirmations	November 2018	December 2018
Perform year-end audit procedures	December 2018	December 2018
Issue audit report	February 2019	March 2019

With respect to any nonattest services we perform, such as drafting financial statements, the City of Belle Isle, Florida's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are considered non-audit service.

Tammy Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be as follows, inclusive of all costs and out-of pocket expenses, unless the scope of the engagement is changed, the assistance that City of Belle Isle, Florida has agreed to furnish is not provide, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

<u>Fiscal Year End</u>	<u>Audit Fee</u>
September 30, 2018	\$22,700
September 30, 2019	\$23,000
September 30, 2020	\$23,500

If the City is required to have a Single Audit, the additional fee will be \$5,000. This agreement provides the option for three one year extensions for the years ended September 30, 2021, 2022, and 2023.

Whenever possible, we will attempt to use the City of Belle Isle, Florida's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial managements and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis & Company LLC

McDIRMIT DAVIS & COMPANY, LLC

RESPONSE:

This letter correctly sets forth the understanding of the *City of Belle Isle, Florida*.

By 

CITY MANAGER
Title

10/29/18
Date



September 5, 2024

VIA U.S. REGULAR MAIL AND EMAIL

Rick J. Rudometkin, City Manager
City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809
rickr@belleislefl.gov

Dear Manager Rudometkin:

The Florida Green Finance Authority ("Authority") currently operates its Property Assessed Clean Energy ("PACE") program within your jurisdiction through the Party Membership Agreement executed between the City and Authority in January 2022.

The current Party Membership Agreement generally requires the program be operated pursuant to applicable law. Section 4 of the underlying Interlocal Agreement to which the City is a party provides in part:

By resolution of the governing bodies of the Originating Parties and as subsequently resolved by the Additional Parties, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 125, 163, 166, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of all Parties.

Section 34 further states "[i]n the performance of this Agreement, the Parties hereto shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and municipal ordinances and regulations." Section 35 also states [this Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida.]

Senate Bill 770, codified at Chapter 2024-273, Laws of Florida and effective July 1, 2024, provides several amendments to Florida's PACE Act. Section 9 provides:

A current contract, agreement, authorization, or interlocal agreement between a county or municipality and a program administrator entered into before July 1, 2024, shall continue without additional action by the county or municipality. However, the program administrator must comply with this act, and any contract, agreement, authorization, or interlocal agreement must be amended to comply with this act.

To comply with existing agreement requirements and the new mandate in Section 9, the Authority recorded the attached Notice of Compliance and Addendum to Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority as Required by State Law ("Notice of Compliance") on July 1, 2024 in the Official Records of Palm Beach County, Florida at CFN 20240701800002.

Given the Party Membership Agreement with the City was entered into prior to July 1, 2024 and in light of the recorded Notice of Compliance, it is the Authority's position that we are in full compliance with the requirements of all agreement provisions and Section 9 above and can therefore continue operating within the City pursuant to Florida's amended PACE Act.

To ensure that the City is in full agreement, we request that the City execute and return the enclosed Acknowledgement and Agreement via email to mitt@DavisLawTeam.com at your earliest convenience.

Please feel free to contact me at (561) 586-7116 with any questions or concerns.

Sincerely,



Amity R. Barnard
General Counsel

Prepared by and after
recording return to:
Amity Barnard, Esq.
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

CFN 20240701800002
OR BK PG
RECORDED 7/1/2024 11:17 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1 (1pgs)

**NOTICE OF COMPLIANCE AND ADDENDUM TO
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FORMING THE
FLORIDA GREEN FINANCE AUTHORITY AS REQUIRED BY STATE LAW**

Section 9 of Senate Bill 770, enacted as Chapter No. 2024-273, Laws of Florida, effective July 1, 2024, requires the Florida Green Finance Authority to amend any contract, agreement, authorization or interlocal agreement to comply with the new law. As required by state law, this notice shall attach to the Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority dated May 9, 2016 and originally recorded at Book 28757, Page 0813-0858 of the Official Records of Palm Beach County, Florida to confirm that all references to Section 163.08, Florida Statutes therein shall hereinafter also include newly enacted Sections 163.081 through 163.087, Florida Statutes. Effective July 1, 2024, the Florida Green Finance Authority's PACE Program shall comply with newly enacted Sections 163.081 through 163.087, Florida Statutes.



Florida Green Finance Authority

By: [Signature] for
Chairman

By: [Signature]
Amity Barnard, Assistant General Counsel



Acknowledgement and Agreement

Dear Florida Green Finance Authority,

This Acknowledgement and Agreement is to confirm that the City of Belle Isle is in receipt of your correspondence dated September 5, 2024 regarding Senate Bill 770, codified at Chapter 2024-273, Laws of Florida, and effective July 1, 2024.

We hereby confirm our agreement that the Florida Green Finance Authority is in compliance with what the agreement provides and the requirements of Senate Bill 770 and can continue to operate its PACE program within the City pursuant to Sections 163.08 and 163.081-087, Florida Statutes (Florida's amended PACE Act) without any further action.

Signature: _____ Date: _____

Title: _____

CITY OF BELLE ISLE

Cornerstone Charter Academy Candidate Application

The City of Belle Isle is responsible for nominating two candidates to the CCA Board of Directors. The CCA by-laws state that the CCA Board must confirm/ratify the City's appointments. Excerpt from the CCA By-Laws: Notwithstanding the foregoing, during the April 2017 meeting of the Board, the City Council of Belle Isle, Florida shall be permitted to nominate two (2) non-elected individuals, submitted for confirmation by the Corporation, to serve on the Corporation's Board of Directors. (Section 4.3(b), page 2)

Please email an application, letter of interest, and resume/curriculum vitae to yquiceno@belleislefl.gov.

Name: Charlyne Cross

Home Address: 5260 Chiswick Circle Belle Isle FL 32812

Cell Phone: 407 718 4983 Email: charlynecross@cafl.or.com

Employer Name: Retired

Title/Position:

Type of Business or Organization:

Do you have any children attending Cornerstone Charter Academy? [] Yes [X] No

Are you willing, if selected, to be fingerprinted and subjected to a criminal background check? [X] Yes [] No

Please check each area of expertise you would contribute to the board.

- Community Service (checked), Parent Involvement (checked), Growth/Development (checked), Public Relations (checked), Management, Marketing, Law, Grant Writing, Fund Raising, Education, Personnel, Finance (checked)

OTHER:

Please tell us anything else you'd like to share

I have lived in Belle Isle since 1997 and had three (3) children attend and graduate from Cornerstone Charter Academy. They future lies in the hands of our children. I love

Thank you very much for applying. Both CCA and Belle Isle and feel that together we can work to build a better community.

Yolanda Quiceno

From: Charlyne Cross <charlyneccross@cfl.rr.com>
Sent: Monday, October 14, 2024 11:51 AM
To: Yolanda Quiceno
Subject: Intention to Apply for CCA Governing Board
Attachments: Image_20241014_0001.pdf; Untitled attachment 00009.htm; Resume_Cross2022.doc; Untitled attachment 00012.htm

City of Belle Isle -

Thank you for the opportunity to apply for the Governing Board position at Cornerstone Charter Academy. I have served in this position for the past 5 years and would like to continue in that roll, as I feel I will to continue to make a positive impact on both Cornerstone Charter Academy (CCA) and the City of Belle Isle. I have weighed each vote carefully, considering how it will impact both Cornerstone Charter Academy and Belle Isle, and I have put a lot of thought into each decision. I have not missed a Governing Board meeting and I come prepared to each meeting having fully read all the agenda materials. I ask questions, make corrections, and bring up issues at each meeting.

When I moved to my current home in Windsor Place in 1997, we were in unincorporated Orange County. I worked with the HOA and personally knocked on every door in Windsor Place to collect signatures to annex into Belle Isle. It was a great decision and I love being part of a smaller, thriving city. My husband and I raised our three children here in Belle Isle and all three of my children graduated from Cornerstone Charter Academy. If Cornerstone did not exist, we would have left Belle Isle long ago as the zoning for public schools was unacceptable to us as parents.

I will forever be grateful for the great education experience that my three children received at Cornerstone Charter Academy. CCA was an amazing spring board to launch my children into their futures. James is now a senior at UCF and will graduate with a degree in political science. Julianna graduated in 2 1/2 years from Florida Atlantic University and the University hired her as the Marketing Specialist for their Medical School. Christina is a Sophomore at the University of Florida in the Pre-Veterinary program. As you can tell, I am a proud Mom. The education my children received at Cornerstone Charter Academy is priceless to me, and I want to continue to fight to give all the children in Belle Isle the same great education.

It has been an honor to see Cornerstone Charter Academy grow and thrive each year. I do not come with blinders, as I know nothing is perfect. I have taken up my share of battles to make changes. Being on the Governing Board allows me to fight to make education in Belle Isle a top priority. George Washington Carver said, "Education is the key to unlock the golden door of freedom." Educating our children in Belle Isle is the golden key to building a better, City, County, State, and Nation.

I would humbly ask for your vote to continue my service on the CCA Governing Board, so I can continue the work building a top-notch academic school.

Sincerely,
Charlyne Cross
407-718-4983
5260 Chiswick Circle
Belle Isle, FL 32812

Charlyne Marie Cross

5260 Chiswick Circle
Belle Isle, FL 32812

407/816-8495 (Home)
407/718-4983 (Cell)
charlynecross@cfl.rr.com

Summary

More than fourteen years experience in the areas of Benefits, Human Resources, Accounting, and Budgeting. Over nine years of **PEOPLESOFT** functional experience with Human Resources, Base Benefits, Benefit Administration, Pension and Payroll as well as four years of Project Management. Human Resource Information Systems (HRIS) experience includes requirements definition, functional specification development, data mapping and conversion, table design and building, comprehensive test strategy and test plan development, system security, end-user training, and documentation. Analyzed and prepared yearly corporate budgets and financial statements, maintained and balanced corporate investment accounts, reconciled general disbursement and payroll bank accounts, and developed training manuals for cash management and accounts receivable functions.

Experience with the **PEOPLESOFT** includes, working on several Fit Analysis, Business Modeling, and System Implementation projects. Served as a project team leader on a major systems conversion effort from Integral to **PEOPLESOFT**, which involved extensive reengineering to improve existing business processes. Wrote functional specifications to the technical staff for all reports and carrier interfaces, built tables, developed queries, conducted unit and system testing, maintained system security, developed training materials, and provided end-user training.

Experience with the **CSS HRIZON** include, Fit Analysis, Business Modeling, and System Implementation projects. Oversaw the implementation and modification of the Hay Point compensation management, created a stock purchase module, and redesigned the workers compensation tracking. Served as the Delivery Manager on two implementation projects.

Earned dual BS in Business Administration degrees, with independent concentrations in Human Resource Management and Finance, from the University of Central Florida. A former member of the International Association for Human Resource Information Management (IHRIM), the Southern Regional Users Group and the Institute of Management Accountants.

Professional Experience

- **September 2003 – January 2004** Consultant for **W. L Gore, Inc.**, Newark, DE – Functional lead role for Benefits Administration and Open Enrollment for 2003. Redesigned benefits tables and trained employees on the Benefits Administration module.

CHARLYNE CROSS

- **September 1999 – August 2003** Consultant at **AstraZeneca Pharmaceuticals Inc.**, Wilmington, DE – Functional Lead to merge Astra and Zeneca’s systems into PeopleSoft 7.5. Responsible for the Open Enrollment in 1999 through 2002. Worked on the divestiture of two divisions. Assisted with the implementation of a company wide benefit program and then on the outsourcing of Benefit Administration to Towers Perrin. Assisted with the implementation of a company wide pension plan and the outsourcing of pension to Aon. Worked on the successful PeopleSoft upgrade from version 7.5 to 8.3. Responsibilities included 8.3 testing and the development of a training program to train 14,000 employees.
- **September 1998 – September 1999** Consultant at **AmeriServe**, Dallas, TX – Functional Benefits Administration Lead includes consolidation and conversion of multiple business units from various manual and automated systems into PeopleSoft 7.5. Client responsibilities include functional analysis, implementation, upgrade and training of PeopleSoft Human Resources and Benefits Administration for merging companies. Merging versions of PeopleSoft 3.3 and 6.02 upgrade combined into system to 7.5. Implementation of Benefits Administration 7.5 version. Managed Benefit Administration system for Open Enrollment for 1998 and 1999.
- **June 1998 – September 1998** Project Manager at **Fieldcrest Cannon**, Kanapolis, NC - Acted in the role of Project Manager for the implementation of CSS Horizon for Human Resources, Base Benefits and Payroll.
- **September 1997 – June 1998** Consultant and Delivery Manager for **Zeneca Pharmaceuticals, Inc.**, Wilmington, DE – Upgraded to version 5.0 for **PEOPLESOFT** upgrade implementing Base Benefits to Benefits Administration; Responsible for table setup, forms and system processing, which lead to a successful Open Enrollment.
- **June 1997 – August 1997** Consultant for **Integrated Health Services**, Owening’s Mills, MD - Assessed security system; redesigned department tree structure; developed security document for client; analyzed and redesigned the department security tree; analyzed and made recommendations of Operator Class and Operator Security; developed a security survey to solicit feedback from the steering committee; designed a security plan to meet future business requirements.
- **January 1997 – June 1997** Consultant at **Sensormatic**, Boca Raton, FL - Worked as the Delivery Manager for the Phase 2 Implementation of **CSS HRIZON**; converted employee history and review records from the Collier-Jackson system to the **CSS HRIZON** database; implemented Hay Point compensation management; reviewed all of the modifications which were made during Phase 1 of the project; added job data premium compensation amounts to **CSS HRIZON**; developed a Stock Purchase system in **CSS HRIZON**; updated the leave accrual from **CSS HRIZON** to **ADP Autolink** to print on the employees’ check stubs; created a leave accrual and life insurance premium reports; developed a custom workers compensation report; modified the 401(k) interface and tested the GL interface.
- **December 1996 – December 1996** Consultant at **Lance Crackers**, Charlotte, NC - Conducted a *PREVIEW* for **CSS HRIZON** Base Benefits.
- **September 1996 – December 1996** Consultant at **Toshiba America Information Systems**, Orange County, CA - Conducted a Fit Analysis for **PEOPLESOFT** Benefits Administration. Prepared benefit program construction guides; developed blueprint for the implementation of Benefit Administration. Ran several full test cycles of Open Enrollment. Later consulted via phone during their Open Enrollment processing.

CHARLYNE CROSS

- **August 1996 – September 1996** Consultant at **Voluntary Hospital of America**, Dallas, TX - Reviewed and made recommendations on the set-up of the **PEOPLESOFT** Base Benefits and Benefit Administration tables in preparation for the client to upgrade from Base Benefits to Benefits Administration. Assisted with their Open Enrollment.
- **June 1996 – September 1996** Consultant at **PepsiCo Food Services**, Dallas, TX - Reviewed the summary plan description (SPD) and updated the base benefit and benefit administration tables in preparation for Open Enrollment; designed a flow chart and script of the Edify Voice Response Unit (VRU); designed a new enrollment form Open Enrollment; Ran Open Enrollment; taught end-user training on introduction to HR, base benefits and benefits administration; wrote the test plans for the conversion from a SQL Gupta platform to an **ORACLE** platform.
- **May 1996 – June 1996** Consultant at **Norwegian Cruise Lines**, Coral Gables, FL - Conducted a Fit Analysis and business model for **PEOPLESOFT** Human Resources, Position Management, Labor Relations, Salary Administration, Recruitment, and Core Benefits for two separate databases; taught a Crystal/Query training session.
- **March 1996 – April 1996** Consultant at **American Automobile Association**, Orlando, FL – Conducted end-user training; taught a Crystal/Query training class; Updated the project plan and wrote numerous queries; Setup and ran Open Enrollment.
- **February 1996 – March 1996** Consultant at **Lincoln Health**, Phoenix, AZ - Worked on a Fit/Gap Analysis for **PEOPLESOFT** Benefits Administration 4.1; prepared benefit program construction guides; developed blueprint for the implementation of Benefit Administration and COBRA modules.
- **November 1988 – February 1996** Employee at **American Automobile Association**, Orlando, FL - provided end-user **PEOPLESOFT** training for introduction to HR, base benefits, benefits administration and Crystal/Query; reviewed table set-up and design; wrote numerous complex queries; updated the project plan; served as the project team leader responsible for the functional aspects of the upgrade to the latest releases of **PEOPLESOFT** Human Resources and Benefits Administration; implemented **PEOPLESOFT** Position Management and Training and Development modules; prepared, maintained, updated, and monitored the project plans using Project Workbench; conducted requirements definition, built tables, developed queries, and performed the unit and system testing; wrote the end-user training manual and conducted end-user training for **PEOPLESOFT** HR, Benefits Administration, and Query/Crystal; served as the primary contact on the help desk for remote locations; acted as the security officer responsible for maintaining system security; built and maintained the department tree.
- Worked as a budget analyst responsible for the technical analysis and preparation of the yearly corporate budget through the review of trends and projection of relevant data; reviewed preliminary monthly financial statements for accuracy, errors, and omissions; prepared analysis of accounts to determine the causes of budget variances; prepared, wrote, and edited the annual budget report, year-end corporate report, and the retirement plan summary report for corporate officers and the board of directors; prepared the year-end financial statements for disclosure as required by the Financial Accounting Standards Board; designed tables, forms, queries, and reports to track the investments in the retirement account using MS/Access; developed, designed, and supported an automated company budget process in both Lotus 1-2-3 and Excel through the extensive use of macros; developed a process which prepared the budget files to be uploaded directly into the JD Edwards Accounting System through the utilization of macros.

CHARLYNE CROSS

Worked as an accountant responsible for the maintenance and balancing of the corporate investment accounts; automated the reconciliation of the Foreign Motoring Insurance account using Lotus macros, which resulted in the identification of a company embezzlement; prepared the company's membership deferral; reviewed quarterly account trial balances.

Served as an accounting technician; reconciled and managed approximately 110 bank accounts, including the verification of deposit timeliness, cash flow, and reconciliation; automated the bank reconciliation process through the use of Lotus 1-2-3 macros; corresponded with banks and district offices on discrepancies; reconciled and automated the general disbursement and payroll bank accounts which had not previously been reconciled; wrote cash management training manuals; analyzed the stability of each bank using the Sheshunoff analysis grading system.

Served as an accounting specialist responsible for the accounts receivable section of the accounting department; coordinated the work flow and training for a staff of eight; wrote training manuals for each work station; accounted for the receipts of monies for each district office; oversaw banking activity for the depository bank accounts; reconciled a number of complex financial accounts; wrote the training manual and operating directive for the implementation of an automated credit card program; proposed and implemented new collection procedures; proposed and implemented new procedures for the handling and recording of cash.

Management Consulting

- | | |
|-----------------------------|-------------------------------|
| Business Strategy Planning | Process Design/Control |
| Change Management | Process Facilitation |
| Comparative Analysis | Process Prioritization |
| Cost/Benefit Analysis | Reengineering |
| Policy Deployment & Metrics | Strategic Assessment/Planning |

Project Management

- | | |
|--------------------------|---------------------|
| Communication Management | ISO Documentation |
| Cost Management | Schedule Management |
| Project Team Management | Scope Management |

Human Resource Information System Experience

- | | |
|------------------------------------|--------------------------|
| Accrual Calculations | Flexible Benefits |
| Applicant and Requisition Tracking | Health and Welfare Plans |
| Benefits Administration | Job Evaluation |
| Career Planning | Pension and 401(k) Plans |
| Carrier Reporting | Policies and Procedures |
| COBRA Administration | Position Management |
| Compensation | Recruitment |
| Education and Skills | Salary Administration |
| EEO/AA Reporting | Training and Development |

Financial Information System Experience

Charlyne Marie Cross

Accounts Payable	Inventory Control
Accounts Receivable	Invoicing
Asset Tracking/Management	Order Entry
Bank Reconciliation	Overhead Allocation
Budgeting and Forecasting	Performance Measurement
Concurrent Processing	Physical Inventory
Customer Billing	Project Accounting
Financial/Management Reporting	Project Cost Accounting
General Ledger	Time and Expense Reporting

PeopleSoft Human Resource Product Experience

Base Benefits	Position Management
Benefits Administration	Query
Crystal Reports	Recruitment
FSA Administration	Salary Administration
Human Resources	Security
Operator Security	Training Administration
PeopleTools	

CSS HRizon Human Resource Product Experience

Autolink Processes	Human Resources
Core Benefits	

Implementation Experience

Business Requirements Definition	Functional Specification Development
Data Importing/Conversion	Interface Design and Development
Data Modeling	Program Development
Database Design and Development	Security
Documentation	Testing and Quality Assurance
End-User Support	Training and Education

Technical Skills

Hardware: IBM PC and compatibles; Oracle
Operating Systems: Windows XP
Databases: MS/Access
Software Packages: QuickBooks, JD Edwards, MS/Excel, MS/Word, MS/PowerPoint, and TrainerSoft

CITY OF BELLE ISLE
Cornerstone Charter Academy Candidate Application

The City of Belle Isle is responsible for nominating two candidates to the CCA Board of Directors. The CCA by-laws state that the CCA Board must confirm/ratify the City’s appointments. *Excerpt from the CCA By-Laws: Notwithstanding the foregoing, during the April 2017 meeting of the Board, the City Council of Belle Isle, Florida shall be permitted to nominate two (2) non-elected individuals, submitted for confirmation by the Corporation, to serve on the Corporation’s Board of Directors. (Section 4.3(b), page 2)*

Please email an application, letter of interest, and resume/curriculum vitae to yquiceno@belleislefl.gov.

Name: Shannon E. Davis

Home Address: 1518 Nela Avenue, Belle Isle, Florida 32809

Cell Phone: (407) 608-8864

Email: sedavis26@gmail.com

Employer Name: Orange County Virtual School

Title/Position: Teacher

Type of Business or Organization: Education Provider

Do you have any children attending Cornerstone Charter Academy? Yes No

Are you willing, if selected, to be fingerprinted and subjected to a criminal background check? Yes No

Please check each area of expertise you would contribute to the board.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Community Service | <input type="checkbox"/> Management | <input checked="" type="checkbox"/> Fund Raising |
| <input checked="" type="checkbox"/> Parent Involvement | <input type="checkbox"/> Marketing | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Growth/Development | <input type="checkbox"/> Law | <input type="checkbox"/> Personnel |
| <input checked="" type="checkbox"/> Public Relations | <input type="checkbox"/> Grant Writing | <input type="checkbox"/> Finance |

OTHER: _____

Please tell us anything else you’d like to share.

I feel that I would be a great addition to the existing Cornerstone Charter School Board. I was employed at Cornerstone for many years, including the opening of the school in 2010. I taught many different grades in middle and high school, and then I was the MTSS and 504 Coordinator, before leaving to teach at Orange County Virtual School. I served as a board member of the CCA PTSA last year. My daughter has attended CCA since kindergarten and will also graduate from there in 2029. I have lived in Belle Isle since 2004. I am a parent, a community member, an educator, and a huge advocate of Cornerstone.

Shannon E. Davis
1518 Nela Avenue
Orlando, FL 32809
sedavis26@gmail.com
(407) 608-8864
September 12, 2024

School Board
Cornerstone Charter Academy
Belle Isle, FL

Dear Board of Directors,

I am writing to formally express my interest in serving as a board member for Cornerstone Charter Academy. As both a longtime resident of Belle Isle and a dedicated educator with over two decades of experience, I am excited about the opportunity to contribute to the continued success and growth of this outstanding institution.

My professional journey is deeply connected with Cornerstone Charter Academy. I had the privilege of being part of the teaching staff when the school first opened in 2010, and my work at Cornerstone spanned both middle and high school. I also served as MTSS and 504 Coordinator, providing support and professional development to ensure that every student’s unique needs were met. Additionally, I have held various leadership positions throughout my career, including my time on the CCA PTSA board and my current role as the English Department Chair at Orange County Virtual School.

As a parent of a student who has been attending Cornerstone since kindergarten and will graduate in 2029, I have a vested interest in the continued success of our school. My deep roots in the Belle Isle community, along with my expertise in education, make me uniquely positioned to understand the needs of our students, teachers, and families. I am eager to bring this perspective to the board to help guide decisions that will shape the future of our school.

I would be honored to serve as a school board member and contribute my skills in education, community engagement, and leadership to further the mission of Cornerstone Charter Academy. Thank you for considering my application, and I look forward to the possibility of working with you all to make a lasting impact on the school and the community.

Sincerely,
Shannon E. Davis

Shannon E. Davis
 1518 Nela Avenue
 Orlando, FL 32809
 (407) 608-8864
 sedavis26@gmail.com

Summary

Experienced educator with over 20 years of teaching and leadership experience in K-12 settings. Proven expertise in building strong relationships with students, parents, and educators, and in supporting diverse learners, including ESE, 504, MTSS, and Gifted students. Passionate about technology integration and fostering an inclusive, student-centered learning environment. Dedicated to the success of Cornerstone Charter Academy and the Belle Isle community.

Key Skills

Educational Expertise

- Expertise in working with intensive, regular, and advanced students, including ESE, 504, MTSS, and Gifted programs
- Strong knowledge of educational laws and requirements for diverse learners
- Over 20 years of experience in K-12 education
- In-depth understanding of Cornerstone Charter Academy's evolution and culture

Leadership & Collaboration

- Proven leadership as English Department Chair at CCA and Orange County Virtual School
- Skilled in professional development, training educators in MTSS and 504 procedures
- Effective PTSA Board Member, fostering parent engagement and school-community partnerships

Technology Integration

- Proficient in leveraging the latest educational technologies for virtual and in-person instruction
 - Developed and taught social media curriculum for high school students
-

Certifications

- State of Florida Professional Educator's Certificate in Elementary Education, English 6-12, and Journalism
 - State of Florida Reading Endorsement
 - State of Florida ESOL Endorsement
 - State of South Carolina Professional Teaching Certificate in Middle Level Language Arts
-

Education

- **University of South Carolina** – Columbia, SC (1/1994 - 12/1996)
Bachelor of Arts in Journalism, Major: Public Relations
- **College of Charleston** – Charleston, SC (8/1992 - 12/1993)

Professional Experience

Orange County Virtual School, Orlando, FL

English Teacher, Social Media Teacher (August 2020 – Present)

- Teach English and Social Media to Grades 9-10, using virtual learning platforms to deliver engaging, student-centered lessons
- Lead the English Department, managing curriculum development and teacher support
- Increase student engagement through innovative virtual tools and social media projects

Cornerstone Charter Academy, Belle Isle, FL

MTSS Coordinator, 504 Coordinator, Reading & Language Arts Teacher (August 2010 – June 2012, August 2015 – August 2020)

- Coordinated MTSS and 504 plans, ensuring compliance with state regulations and providing targeted support for struggling learners
- Taught Reading and Language Arts across multiple grades, improving literacy rates through differentiated instruction
- Developed and led professional development workshops on MTSS and 504 practices for staff

Boone High School, Orlando, FL

Reading Teacher – Grades 9-10 (August 2007 – June 2010, August 2012 – June 2014)

- Increased student reading proficiency by 20% through targeted intervention and assessment strategies
- Received an OCPS High Impact Teacher Award for 2014 test scores

Fort Johnson Middle School, Charleston, SC

Language Arts Teacher – Grade 7 (August 2006 – June 2007)

- Designed and implemented engaging Language Arts curriculum for middle school students

Arbor Ridge School, Orlando, FL

Language Arts Teacher – Grade 8 (August 2004 – June 2006)

- Developed creative writing and critical reading skills among students, helping to increase state test scores
- Achieved every single student scoring 3 or above on Reading FSA in 2006

Leadership Experience

- **English Department Chair** – CCA & Orange County Virtual School
- **PTSA Board Member** – Cornerstone Charter Academy, Correspondence Secretary
- **MTSS and 504 Coordinator** – Developed professional development programs for staff on intervention strategies
- **Sophomore Class SGA Advisor** – Boone High School
- **Yearbook Advisor** – Arbor Ridge School & Cornerstone Charter Academy
- **Battle of the Books Advisor** – Arbor Ridge School

CITY OF BELLE ISLE
Cornerstone Charter Academy Candidate Application

The City of Belle Isle is responsible for nominating two candidates to the CCA Board of Directors. The CCA by-laws state that the CCA Board must confirm/ratify the City's appointments. *Excerpt from the CCA By-Laws: Notwithstanding the foregoing, during the April 2017 meeting of the Board, the City Council of Belle Isle, Florida shall be permitted to nominate two (2) non-elected individuals, submitted for confirmation by the Corporation, to serve on the Corporation's Board of Directors. (Section 4.3(b), page 2)*

Please email an application, letter of interest, and resume/curriculum vitae to yquiceno@belleislefl.gov.

Name: Blaine Worak

Home Address: 2414 Hoffner Ave Belle Isle, FL 32809

Cell Phone: 321-438-2206 Email: blaine911@gmail.com

Employer Name: Climate First Bank

Title/Position: SVP, Director of Operations

Type of Business or Organization: Bank

Do you have any children attending Cornerstone Charter Academy? Yes No

Are you willing, if selected, to be fingerprinted and subjected to a criminal background check? Yes No

Please check each area of expertise you would contribute to the board.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Community Service | <input checked="" type="checkbox"/> Management | <input type="checkbox"/> Fund Raising |
| <input checked="" type="checkbox"/> Parent Involvement | <input checked="" type="checkbox"/> Marketing | <input type="checkbox"/> Education |
| <input checked="" type="checkbox"/> Growth/Development | <input type="checkbox"/> Law | <input type="checkbox"/> Personnel |
| <input type="checkbox"/> Public Relations | <input type="checkbox"/> Grant Writing | <input checked="" type="checkbox"/> Finance |

OTHER: _____

Please tell us anything else you'd like to share

Please see my attached resume and letter to the City. Thank you for your consideration.

Thank you very much for applying.

Blaine Worak

2414 Hoffner Ave
Belle Isle, FL 32809
321-438-2206
blaine911@gmail.com

October 14, 2024

Mayor Nick Fouraker
Belle Isle City Council
1600 Nela Avenue
Belle Isle, FL 32809

Dear Mayor Fouraker and Belle Isle City Council Members,

I would like to express my interest in being nominated to serve on the Cornerstone Charter Academy Board of Directors. This is a decision I've considered thoughtfully, recognizing the responsibility and dedication it entails.

Allow me to introduce myself. My name is Blaine Worak. I've been married to my husband, Roger, for 17 years, and we have two boys, Indy (12) and River (8), both of whom attend Cornerstone Charter Academy, with Indy in middle school and River in lower school. Since moving to Belle Isle in 2015, we have owned two homes here. In my professional life, I am a founding employee and shareholder of Climate First Bank, where I currently hold the position of Director of Operations. In this role, I lead a team of 12 across two departments and manage a range of essential processes within the bank. I intend to use my skills in leadership, finance, and operations to make a positive impact at Cornerstone.

As a parent and long-time resident, I have a vested interest in ensuring that Cornerstone positively impacts Belle Isle. The school's commitment to a strong academic curriculum, safety of students and community involvement aligns perfectly with my values and vision. I believe it is essential to have a parent's perspective on the board, particularly as the school moves forward with significant development that will impact our children and the residents of Belle Isle.

I plan to bring my skills in business and finance, my love for the city, and the voice of a committed parent to every meeting and decision. I also aim to encourage greater parental involvement, helping families participate more fully in volunteer opportunities and keeping them engaged with important school announcements and board decisions. Additionally, I will ensure the City Council is kept up to date on relevant discussions and maintain open communication among the parents, the school, and the city, promoting collaboration that benefits all.

Thank you for considering my nomination. I look forward to contributing to the future success of Cornerstone Charter Academy and our community.

Sincerely,

Blaine Worak

Blaine Worak

SUMMARY

Proactive and results-driven Banking Professional specializing in commercial credit risk management, bank operations, portfolio management and reporting, and strategic leadership.

Credit Administration | Risk Management | ACL/CECL | Credit Underwriting | Team Building
Organizational Development | Regulatory/Audit Compliance | Operational Efficiency
Process Development | Portfolio Reporting | Strategic Planning | Change Management

PROFESSIONAL EXPERIENCE

CLIMATE FIRST BANK, ORLANDO, FL

01/2021 – Present

SENIOR VICE PRESIDENT, DIRECTOR OF OPERATIONS

- Joined the bank prior to opening and built the Loan Operations and Credit Department teams, including developing all processes and procedures from the ground up.
- Essential in the growth of the bank from \$0 to \$845 million in total assets over only 3 years.
- Implemented CECL and adopted the accounting standard early.
- Integral in all audits and regulatory exams, which includes facilitating and mitigating any issues that arise.
- Currently leading two departments consisting of 12 employees.

SOUTH STATE BANK, ORLANDO, FL

2007-2021

SENIOR VICE PRESIDENT, CECL MANAGER

- Developed and managed the bank’s Allowance for Credit Losses and CECL Models.
- Responsible for all regulatory and audit activities related the Allowance for Credit Losses.
- Integrated two \$16 Billion Banks with different CECL models to one combined model; accomplished within the same quarter as legal close and before core conversion was completed.

VICE PRESIDENT, CREDIT ADMINISTRATION MANAGER

October 2014 - June 2020 (operating as CenterState Bank)

- Successfully transitioned CenterState Bank to CECL over a two-year period with no major findings from model validators, external auditors or regulators.
- Essential in approximately 14 bank acquisitions and 1 merger, including due diligence, PCI/PCD identification, work stream alignment, and conversion.
- Responsible for ad hoc Credit Risk projects assigned by the Chief Credit Officer.

VICE PRESIDENT, CREDIT ADMINISTRATION MANAGER

January 2011 – October 2014 (operating as First Southern Bank)

- Led and managed an efficient and effective Loan Operations Department.
- Successfully developed and implemented a consolidation plan to integrate independent loan operations departments from two community banks after an acquisition, which included reengineering procedures and implementing new standardized processes.
- Worked directly with the Chief Credit Officer to manage and mitigate risk in the portfolio through credit policy and procedure oversight, portfolio forecasting, and stress testing.
- Prepared all loan related reports for monthly presentation to the Board of Directors.

VICE PRESIDENT, CREDIT OFFICER

February 2007 – January 2011 (operating as First Commercial Bank)

- Initially hired to develop a credit department and centralize the underwriting activities of the bank.
- Built a team of credit analysts to handle all new loans, renewals and workout underwriting requests.
- Developed and managed the loan loss methodology and loan loss reserve.

- Served as the liaison on the loan side of the bank for internal auditors and regulatory agencies, including the FDIC, the Federal Reserve, and the Florida Office of Financial Regulation during the financial crisis and up until the bank was closed by the FDIC.

GMAC COMMERCIAL MORTGAGE, ORLANDO, FL

2003-2007

COMMERCIAL REAL ESTATE ANALYST

- Underwrote and closed over \$200 million of commercial real estate loans in 2004 and over \$400 million in 2005.
- Created complex loan submission packages for Conduit and Life-Company lenders.
- Coordinated and monitored all phases of the closing process after loan approval.

EDUCATION

Master of Business Administration – University of Central Florida, 2004

Bachelor of Science in Business Administration – University of Central Florida, 2003

City Manager work plan list:

- Hurricane event Milton:

We have gone through this event. We are cleaning up and documenting everything for FEMA. A disaster declaration was approved by the council.

- 3904 Arajo condemnation:

Our attorney is working on this process for the property stated above. We are moving forward with this, **on the October 15th** City Council agenda, there will be a proposed Order of Condemnation and Removal of Hazardous Condition. Code enforcement should be at the public hearing and give testimony, pictures and, report on the condition of the structure and why it violates the code and needs to be condemned.

- Annexation of the Publix Commercial area:

Brixmor is still considering the draft proposal that includes, certain things to be guaranteed to them in making this move. They are moving this up the chain and if they want to discuss this, then this will be brought to the council for a workshop discussion.

- City Hall renovation:

We still need inside painting, lighting, updates, new sidewalk/curb, and new landscaping.

- Property Acquisition/Municipal Complex

The environmental study for the 20.5-acre property on Conway and Judge is almost complete by Bio-Tech. The council also wants to look at a concept plan/rendering and cost for building a new Muni complex on the current city hall site.

- Comp Plan Update:

RVi is moving the Comp Plan forward with the historical building language removed. the document has been transmitted to the state.

- Centennial Celebration:

Our end-of-year Centennial Celebration will be on October 19th, 2024, from 4 pm to 10 pm. We will have a “street fair” type of gathering over at CCA on the streets and parking area. More information to follow.

- Stormwater Grant:

We are hoping and waiting for a \$4M federal flood mitigation grant through Congressman Soto's office in the future. Waiting for more information.

- Purchasing Policy

Continuing to work on updating our Purchasing Policy. We need to update it to keep current and to add or subtract any language as necessary. In progress.

- Resilient Florida Grant - 23PLN26, Belle Isle Vulnerability Assessment.

We have submitted the FFATA form, SLFRF form, agreement contact form, and the grant work plan. This grant is funded at \$115k for the City of Belle Isle including a \$35k match.

- Judge/Daetwyler Dr. Transportation Grant:

Congressman Soto's office presented us with a check for \$745k for street improvements to improve and create a multi-use path(s) for golf carts, pedestrians and bicyclists. We will start the project in FY 24/25.

- Updating and closing previous grants and reimbursements from FEMA, Florida PA, and Florida DEP:

We have one going on since 2021 that we are trying to close out. There is another for SOL Ave. There are 2 small drainage project grants as well. I am working to provide information and update quarterly reports that have not been updated.

- Lancaster House Update:

Waiting on CCA approval by their board for the carveout document. It will come back to the city for final approval.

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement, (SFGA agreement) between the city and the Florida Department of Transportation (FDOT) for **453225-1-54-01 (FY24) SFGA, Hoffner Ave Traffic Improvements, \$1.5M**. We will work with Orange County to give us access to make these improvements on Hoffner.