



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, April 16, 2024 * 6:30 PM

AGENDA

City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Beth Lowell, District 5

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski | District 3 Commissioner – OPEN | District 4 Commissioner – Jason Carson | District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome

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 Holly Bobrowski, District 2
3. **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 - March 27, 2024
 - b. Approval of the City Council meeting minutes - April 2, 2024
 - c. Proclamation - Celebrating Tree City USA and Arbor Day 2024
 - d. RES 24-03 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING COUNCIL MEMBERS AND THE MAYOR AS SIGNATORIES ON THE CITY CHECKING ACCOUNTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.
 - e. Approval of JAG Grant C-8C274 Residual - Equipment and Supplies
4. **Citizen's Comments** - 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.
5. **Unfinished Business**
6. **New Business**
 - a. Review and Discuss CCA Expansion Project and Exemption of Certain Fees and Assessments
 - b. Review and Discuss JJ's Waste & Recycling Proposal for Continuance of Contract
 - c. Discuss and Approve ARPA Fund Allocations
 - d. Discuss Pete Madison Management LLC contract for RFP
 - e. Discuss Albert Moore LLC contract for RFP
 - f. RESOLUTION NO. 24-02 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, REVIEWING AND APPROVING THE INVENTORY LIST OF CITY PROPERTIES AVAILABLE FOR USE AS AFFORDABLE HOUSING WITHIN THE CITY'S JURISDICTION; PROVIDING CRITERIA FOR ESTABLISHING IF A PROPERTY MAY BE APPROPRIATE FOR AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE.
7. **Attorney's Report**
8. **City Manager's Report**
 - a. Sunshine Law and Ethics Training - May 21, 2024 at 5:30-6:30 pm
 - b. City Manager Task/Log list
 - c. Chief's Report
 - d. Public Works Report
 - e. Comp Plan Update
9. **Mayor's Report**
10. **Items from Council**
11. **Adjournment**

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



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

Wednesday, March 27, 2024 * 6:30 PM

MINUTES

Present was:

- Mayor - Nicholas Fouraker
- District 1 – OPEN
- District 2 – OPEN
- District 3 – OPEN
- District 4 Commissioner – Jason Carson
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:32 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Dan Langley, DC Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to Flag – Vice Mayor Lowell, District 6

Vice Mayor Lowell gave the invocation and led the Pledge to the Flag.

3. Presentations

DC Millis recognized the following officers,

- Officer Zachary Mathews was awarded the Patrol Officer of the Year Award
- Detective Tren Trendafilov was presented the Distinguished Officer of the Year Award
- Officer Andrew Clarke was awarded the Supervisor of the Year Award

3. Public Comments

Mayor Fouraker opened for public comment.

- Chris Shenefeld, who resides at 1722 Hoffner Avenue, spoke in opposition to the lot split and stated that he believes the applicant is using the loophole in the code in their favor. He further noted that the property must abide by the current code if any changes are made to a grandfathered use.
- Bruce Lincoln spoke in support of the lot split.
- Gerald Davis, residing at 3235 Raeford Road, spoke in favor of the lot split.
- Debra Philips, residing at 1437 Conway Isle Circle, said she would like to hear the lot split and be able to speak after the presentation.

Mayor Fouraker stated that he and the City Manager have been meeting and have discussed how to run an efficient meeting and meeting protocol. There being no further public comment, Mayor Fouraker closed the public comment section.

5. Consent Items

- a. Approval of the City Council meeting minutes – March 5, 2024
- b. Approval of the Execution of 22FRP106 Standard Grant Agreement: Sol Avenue Rebuild
Comm Smith requested that item B be pulled for discussion.

Comm Carson moved to approve item A as presented.
Vice Mayor Lowell seconded the motion, which passed unanimously at 4:0.

Comm Smith asked for clarification on the Sol Avenue ReBuild. Comm Partin noted that Comm Smith was not present when this was discussed at a previous meeting. Mayor Fouraker noted that Chief Grimm was instrumental in bringing this forward.

Comm Smith moved to approve item B as presented.
Vice Mayor Lowell seconded the motion, which passed unanimously at 4:0.

6. Unfinished Business

SECOND READING AND ADOPTION ORDINANCE 24-01 - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, CHANGING THE MEMBERSHIP REQUIREMENT FOR THE TREE BOARD MEMBERS; SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE.

The City Clerk read Ordinance 24-01 by Title.
Vice-Mayor Lowell moved to adopt Ordinance 24-01 as presented.
Comm Smith seconded the motion, which passed unanimously at 4:0.

7. New Business

- a. PURSUANT TO BELLE ISLE CODE SECTION 50-33 (6), THE CITY COUNCIL SHALL CONSIDER AND TAKE ACTION ON A REQUESTED LOT SPLIT APPLICATION TO ALLOW A SINGLE-FAMILY RESIDENTIAL PROPERTY TO BE SPLIT INTO TWO LOTS, SUBMITTED BY APPLICANT MARVEL QUEVEDO, LOCATED AT 1711 HOFFNER AVENUE, BELLE ISLE, FLORIDA 32809 ALSO KNOWN AS PARCEL #19-23-30-4390-00-030.

Mayor Fouraker read the Hearing by Title.

Allison Yurko, Land use Attorney, is representing the applicant. Attorney Yurko gave a short PowerPoint presentation and spoke on an overview of the 1711 Hoffner Avenue lot split, covering the timeline from 2019-2023 that led to the purchase of the property. Attorney Yurko stated that the property owner seeks to split the lot into two parcels, resulting in one flagpole lot with lakefront access, not a subdivision, which is allowed by the Code. The applicant provided a Narrative Letter, a petition from neighbors with no objections to the proposal, and a Deed restriction to not permit the flagellate nonconforming commercial building on site after ten years.

Attorney Yurko noted that Lot A is 98.6 sf and Lot B is 116.94 sf with more than 20 feet of street frontage. She spoke on Section 50-32 and stated that the code does not define “Front lot line” or “property line.” However, she added that the lot depth, referenced in the Code, is measured along a straight line drawn from the midpoint of the front property line to the midpoint of the rear property line” subject to the restriction that no dwelling shall be erected on a lot which does not abut a street for a distance of at least 15 ft. She provided a sketch for the record.

Attorney Yurko stated that the request meets and exceeds all LDC requirements and represents a fraction of the density that could be requested under the current R1AA zoning. She stated that the owner purchased the property based on the City’s written assurance that a new single-family home could be built. She added that if approved, the owner is agreeable to adding a 10-year limitation on the non-residential use of the accessory building at the back of Parcel A.

Raquel Lozano, City Planner, gave an overview of the Lot Split Application. She stated that in 2019, the property owner submitted a complete lot split application, which features a single-family dwelling, a commercial building, and two accessory structures on a 1.94-acre lot. The proposal would maintain the residential and commercial building on one lot, with the second lot used to create a new single-family dwelling. The property is legally nonconforming for residential and commercial uses. The requirements for a lot split approval are pursuant to sections 50-32, 50-33(1), 50-33(6), and 50-35. The applicant agreed that no

trees would be removed if approved. The code states that no variance will be given for any lot split that results in a lot or parcel that does not conform to every aspect of the LDC's requirements and is explicit that no variance will be given for any lot split that results in a substandard lot.

Ms. Lozano spoke regarding lot width in Sections 50-33(6) and 50-32. She stated that the applicant proposed a lot split that creates Lot 1 to meet the 85-ft width and all other subdivision standards; however, Lot 2 proposed a 20-ft wide accessway extending 359.16 ft and widening to an overall lot width of 116.94 ft.

Ms. Lozano stated that the staff does not have a recommendation. The Council must determine if the proposed Lot Split (Lot 1 and 2) satisfies the City's Land Development Code. Following section 50-32, the Council may measure the lot width of Lot 2 as 30ft from the Hoffner Avenue right-of-way or 30 ft from the general front lot line located approximately 389.16 ft from the Hoffner Avenue right-of-way. The Council may also condition a deed restriction granted by the property owner.

If approved, section 50-33(6)(C) required the applicant to record a final plat with Orange County and execute a Notice of No Further Lot Split in the County records.

Mayor Fouraker asked how many accessory structures were on the property. Ms. Lozano said there are currently two accessory structures. If the well structure is more than 25 sqft and detached, it will also be considered an accessory structure. If the greenhouse and the well are preexisting in the code, they are considered legally non-conforming.

For clarification, Ms. Lozano stated that the City did provide the applicant with a letter to address the previous letter sent by former City Manager Mr. Francis. In the letter sent by Interim City Manager Grimm, the City communicated to the applicant that her proposal did not meet the code and she would not be able to proceed based on the code requirements. The letters provided by the former City Manager are null and void. Discussion ensued.

Attorney Langley opined that the former city manager had no authority to send the letter in question. A city manager has the authority to make reasonable interpretations of the land development code (LDC) but does not have the authority to blanket waive provisions of the code. Attorney Langley agreed with the City Planner that there cannot be two homes on one single lot; there can only be one principal structure. The lot width and the non-conforming accessory structures are two separate issues.

Attorney Langley noted a provision on lot frontage in section 41-4 that speaks to the front lot line. The Council must make a policy decision if the lot meets the code's requirements. Mayor Fouraker shared his concerns and spoke about the total accessory structures on the property. City Planner Lozano clarified that if the accessory structures pre-date the code 1992, they are legally non-conforming and grandfathered to remain unless a structural change is made. For a lot of split approval, the applicable lot width, the minimum frontage for the applicable zoning district, and the size in the LDC must be met. The main issue is the lot width, and as a planner, she would measure it 30ft from the right-of-way. Discussion ensued. Ms. Lozano stated, at the Council's discretion, the Council must decide how the lot width is measured; is it 20 ft wide from the 30 ft setback from the Hoffner right-of-way, or should the Council consider 116 ft wide based on the majority of the front lot line.

Mayor Fouraker stated that the letters the former city manager issued without council approval were written with great confusion. He said they should consider whether the city can offer something to make it right. He said he believes the applicant can create conforming lots to move forward.

Attorney Yurko stated that if denied, it may pressure the approval of eight (8) lots. Attorney Yurko offered to impose a 35-ft setback from the 98.6 property line with a deed restriction and provisions. The applicant further offered to remove the well/pump house and greenhouse before issuing the certificate of occupancy.

Mayor Fouraker opened public comment on the hearing.

- Debra Philips, who lives at 1437 Conway Isle, shared her confusion about the proposed lot split and its relation to accessory structures. Her concern was about extra homes and residences in the surrounding area.
- Todd Alley, residing at 1811 Hoffner Avenue, said that to build his house, he was required to remove an existing home and build a new one.
- Mike Alley, residing at 1811 Hoffner Avenue, said they are not opposed to the applicant's proposal; however, he said removing some of the structures would be reasonable.

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

After further discussion, Comm Partin moved to deny the lot split request. Comm Smith seconded the motion, which passed unanimously at 4:0.

- b. Interview & Possible Appointment of Frank Vertolli to the District 1 Commission seat
Comm Carson moved to appoint Frank Vertolli as the District 1 Commissioner until the next election. Comm Smith seconded the motion, which passed unanimously, 4:0.
- c. Interview & Possible Appointment of Holly Bobrowski to the District 2 Commission seat
The council discussed Ms. Bobrowski’s position on the Special Events Committee and said they would like her to resign effective upon appointment or participate in a diminished capacity to avoid conflicts of interest, per the code’s provisions. Attorney Langley stated that section 2-54 states that the candidate will automatically resign from the committee once appointed.
Vice Mayor Lowell moved to appoint Holly Bobrowski as the District 2 Commissioner until the next election Comm Smith seconded the motion, which passed unanimously, 4:0.
- d. Review and Award of PD and Safety Services Boat Dock RFP 24-01
Vice Mayor Lowell moved to accept the proposal submitted by Fender Marine in the amount of \$155,638. Comm Partin seconded the motion, which passed unanimously, 4:0.
- e. Approval of Sponsorship for the 5th Annual Hearts Against Hunger 5K
Comm Smith moved to sponsor the 5th Annual Hearts Against Hunger in the amount of \$1,000. Vice Mayor Lowell seconded the motion, which passed unanimously, 4:0.

8. Attorney's Report – Attorney Langley said, with Council approval, he would like to schedule a refresher course on Ethics and Sunshine law with the new commissioners on board.

Comm Smith moved to extend the meeting an additional 15 minutes. Vice Mayor Lowell seconded the motion, which passed unanimously, 4:0.

9. City Manager's Report

City Manager Rudometkin reported on the upgrades at City Hall and new landscaping. He is working on the Centennial and reminded everyone of the Easter Event on Saturday.

- a. Chief's Report
In the interest of time, DC Millis did not have a report and welcomed the new Commissioners.

Public Works Report

Phil Price reported that the Cross Lake Project is complete within its time schedule. The staff has been performing all the street sweeping and has almost completed the entire City. The sidewalk repair project continues to move forward.

10. Mayor's Report

- Mayor Fouraker reported that there was an unfortunate incident last night after the P&Z Board and the Belle Isle team responded quickly. He gave condolences to the resident's family.
- Mayor Fouraker reported that David Woods has resigned from the P&Z Board. He would like to hold a ceremony for him, other Board members, and Past Council members for their years of service and gratitude.

Comm Smith moved to extend the meeting an additional 15 minutes.

Vice Mayor Lowell seconded the motion, which passed unanimously, 4:0.

11. Commissioners Report

- Vice Mayor Lowell announced that the Orange County Meeting was postponed to Tuesday, April 2nd. She was disappointed that the cancellation notice had not been sent out earlier in the day.
- Comm Partin wanted to remind the new commissioners that they are under Sunshine law. Attorney Langley agreed and confirmed.
- Comm Smith said he would like to receive updates on an ongoing basis, e.g., the Comp Plan, Property Acquisitions, Lancaster House, and the issues log, which detailed open projects to update the Council on deadlines. Mr. Rudometkin said he is unsure what the issue log is, but he will speak with the Comm for further information.

12. Adjournment

With no further business, Mayor Fouraker called for a motion to adjourn the meeting, which was unanimously approved at 9:17 pm.



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, April 02, 2024 * 6:30 PM

MINUTES

Present was:

- Mayor - Nicholas Fouraker
- District 1 Commissioner – Frank Vertolli
- District 2 Commissioner – Holly Bobrowski
- District 4 Commissioner – Jason Carson
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 3 – OPEN

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Brandon Pownall, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to Flag - Commissioner Partin, District 7

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

3. Swear In Ceremony

- a. Swear In - Incumbent District 5 Commissioner Beth Lowell
- b. Swear In - Incumbent District 6 Commissioner Stan Smith
- c. Swear In - District 1 Commissioner Frank Vertolli
- d. Swear In - District 2 Commissioner Holly Bobrowski

Mayor Fouraker swore in Commissioners: Incumbent Beth Lowell-District 5 Commissioner; Incumbent Stan Smith-District 3 Commissioner; Candidate Frank Vertolli, District 1 Commissioner; and Candidate Holly Bobrowski-District 2 Commissioner.

4. Public Comments & Announcements

Mayor Fouraker opened for public comment. There being no public comment, Mayor Fouraker closed the public comment section.

5. Consent Items

- a. At-Large Appointment of Tree Advisory Board Members
Comm Partin moved to approve the consent items as presented.
Vice Mayor Lowell seconded the motion, which passed unanimously at 6:0.

6. Unfinished Business – There were no Unfinished Business items to present.

7. New Business

- a. Approval to Submit RFP 24-02 Landscape Maintenance for Bid
City Manager Rudometkin presented RFP 24-02 for Council consideration. He noted that the contract with the current vendor, Trimac, had been terminated due to poor performance. Mr. Price noted they were consistently understaffed and not fulfilling their obligation in many areas.

Comm Bobrowksi asked for clarification on why the Windsor Place Ponds are the only ones mowed by the City. Public Works Director Phil Price said that the ponds in Windsor Place were not deeded to the HOA upon annexation and are owned by the City. The City Council asked if the department was staffed to accommodate the additional work. Mr. Price said the City staff will take care of all the mowing sites until a vendor has been selected.

Vice Mayor Lowell moved to have staff move forward with RFP 24-02 for Landscape Services. Jason Carson seconded the motion, which passed unanimously at 6:0.

b. Review and Discuss Centennial Survey Results

City Manager Rudometkin presented the Survey Monkey results for the Centennial logo and slogan. He provided the top two logos and slogans from the survey for ease of reference. He recommends approval of the logo and slogan that received the top vote, including the logo with the heron and the Celebrate Belle Isle slogan.

Comm Bobrowksi said that after reading some of the remarks, she asked if the Council would like to add 1924-2024 to the Centennial logo. Mr. Rudometkin said that, in his opinion, it should remain as presented.

After discussion, Comm Bobrowksi moved to approve the Logo with the Heron and the Celebrate Belle Isle slogan for the Centennial celebration. Comm Smith seconded the motion which passed unanimously at 6:0.

8. **Attorney's Report** – No report.

9. **City Manager's Report**

City Manager Rudometkin said the Easter Event was well-attended. He added that he is working on grant information, a work plan (issues log), and a Comp Plan and Vision Plan initiative that will be presented at the April 16th meeting.

a. Chief's Report

Chief Grimm gave PD Stats 177 citations, 162 warnings, 6 DUIs, 69 reports, eight trespasses, and 45 marine citations. Officer Bausch and Officer Shaffer are the designated Marine Patrol officers; however, a few are certified if needed. Spring Break was busy and went without any incidents. School traffic patterns changed, and there was not much of an effect. He attended the Chief's training, which was very informative, and thanked the Council for their support.

Comm Partin asked about Golf cart traffic for pick-up and drop-off at the school. Chief Grimm said it was discontinued because it may be a safety hazard and may be revisited after the spring break. Chief Grimm said the traffic pattern will change during the construction phases.

b. Public Works Report

Phil Price reported that the staff will continue with the sidewalk project. He further noted that a large portion of the stormwater lining project has been accomplished, and staff will continue to work on funding the smaller piped areas. Mr. Price reported that the OC repair on the lift station will take approximately four months to complete. The County is communicating with the City and providing updates.

c. Planner Report - Comp Plan Update

City Manager Rudometkin gave an update on the Comp Plan initiative. He noted that he would provide an in-depth report when the planner returns from vacation on April 16th.

Comm Smith said it is important for the city's future that this Comp Plan is executed correctly. He noted a few required steps in the process. He asked if the city had responded to the missed reporting deadline and who would write the septic-to-sewer report. Mr. Rudometkin said the staff had recently submitted a letter in response and that he believed the consultant would be writing the report. Comm Smith also asked who would be writing the Goals, Objectives, and Policies for the vision of the City for Council review. Mr. Rudometkin said he would research answers to the questions before the meeting on April 16th.

Comm Smith said someone in the City must work with them hand-in-hand to ensure they capture the city's needs. Mr. Rudometkin said the consultants will create a report incorporating the feedback from staff and present it to staff for review.

10. Mayor's Report

- Mayor Fouraker said he was invited to the City staff meeting and covered a few subjects, i.e., Comp Plan, ARPA Funds, and Budget. He noted that starting budget meetings/workshops is important because they are tied to the Council's (GOP's) goals.
- The Easter event was a nice event, and congratulated the Committee for their efforts.
- Mayor Fouraker said he attended the meeting scheduled by Comm Uribe re Noise. Comm Lowell reported that they addressed traffic and noise. They gave STATs on crime and how they manage the quadrants. She believes they understand the issues, which is a work in progress. They impressed upon calling the non-emergency number for calls unless there is an imminent threat because they are short-staffed and may have a delay in response.

Mayor Fouraker said he received feedback and said they would have liked to see the Belle Isle PD present. Chief Grimm said this is an Orange County initiative and will work with them. Mayor Fouraker spoke on the limitations of their Dispatch and opened for Council discussion later. Chief Grimm said that it was brought up during the Chief's meeting and that he would like to have discussions in the future.

11. Commissioners Report

- Comm Lowell announced the Recycling Event on Saturday, April 6th. She further noted that summer is around the corner, and donations of water and Gatorade are welcomed at the Police Department.
- Comm Smith asked for an update on the additional items requested by the Council at the last meeting and asked how he can add them to the agenda for discussion. Mr. Rudometkin said he did not have the time to provide the information and will have it available at the next meeting on April 16th.

Mayor Fouraker said an issues log could be added to the packet but was fearful that it would take up a lot of the meeting time. If the Council wants to discuss an item, it can be addressed. Comm Smith said yes; however, if it is not on the agenda, the Council cannot discuss it.

- Comm Partin asked if the staff will move forward with a workshop once a month; if we do, it would be a good time to discuss the issues log. City Manager Rudometkin said that, unless otherwise decided, we may have limited workshops due to budget discussion.

12. Adjournment

With no further business, Mayor Fouraker called for a motion to adjourn the meeting, which was unanimously approved at 8:15 pm.

CITY OF BELLE ISLE



Celebrating Tree City USA Communities, Arbor Day, and our Commitment to Effective Urban Forestry in the City of Belle Isle - 2024

Whereas the City of Belle Isle, Florida, is recognized by the Arbor Day Foundation in honor of its commitment to effective urban forest management; and

Whereas the City of Belle Isle achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation; and

Whereas "Tree City USA communities see an urban forest's impact on a community firsthand. The Trees being planted and cared for by the City of Belle Isle ensure that generations enjoy a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it's through volunteer engagement or public education," said Dan Lambe, president of the Arbor Day Foundation; and

Whereas, if there was a time for trees, now is that time. Communities worldwide face air quality issues, water resources, personal health and well-being, energy use, extreme heat, and flooding protection. Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and trees, wherever planted, are a source of joy and spiritual renewal; and



TREE CITY USA®

Whereas, with Tree City USA recognition, the City of Belle Isle has demonstrated a commitment to effective urban forest management and its part to help address these challenges for its residents now and in the future.

Therefore, I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby celebrate Tree USA communities and commit to the residents of the City of Belle Isle for their efforts to protect our trees, woodlands, and environmental initiatives. Further, I urge all residents to plant trees, promote the well-being of this and future generations, and broaden and diversify the environmental movement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Belle Isle to be affixed this 16th day of April, in the year two thousand twenty-four.

Attest _____
Yolanda Quiceno, City Clerk

Mayor Nicholas Fouraker

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

Meeting Date: April 16, 2024
To: Honorable Mayor and City Council Members
From: Yolanda Quiceno, City Clerk
Subject: Resolution 24-03 Bank Signatories

Background: As per Administrative policy, the City Council has determined that it is in the best interest of the citizens of Belle Isle to provide additional signatories to the city checking accounts. This will protect the city's assets and the integrity of the City Manager by having more than one signature on all payments issued by the city.

On March 27, 2024, Holly Bobrowski-District 2 and Frank Vertolli-District 1 were appointed to their respective Districts and should be added to the City Bank accounts as signatories.

Staff Recommendation: Approve the two newly appointed Commissioners.
Suggested Motion: I move to approve Resolution 24-03 as written.
Fiscal Impact: None
Attachments: Resolution 24-03

RESOLUTION NO. 24-03

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

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

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

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

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

WHEREAS, the City desires to add Frank Vertolli and Holly Bobrowski as a signatory for all bank accounts;

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

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

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

- | | |
|------------------------------|---------------------------|
| Commissioner Frank Vertolli | Commissioner Beth Lowell |
| Commissioner Holly Bobrowski | Commissioner James Partin |
| Commissioner James Carson | Commissioner Stan Smith |
| Mayor Nicholas Fouraker | |

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

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

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

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

15 Adopted by the City Council on this 16th day of April 2024.

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NICHOLAS FOURAKER, MAYOR

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20 Attest: _____

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Yolanda Quiceno, CMC-City Clerk

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Approved as to form and legality

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City Attorney

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing
4 Resolution 24-03 was duly and legally passed and adopted by the Belle Isle City Council in session
5 assembled. At this session, a quorum of its members was present on the _____ day of _____
6 2022.

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9 Yolanda Quiceno, City Clerk

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**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Belle Isle
Recipient SAM UEI: XWB9FP3ADXK8
Award Number: 8C274
Award Period: 01/01/2024 – 09/30/2024
Award Title: C-8C274: JAG21 Residual - Equipment and Supplies
Federal Funds: \$85,059.00
Matching Funds: \$0.00
Total Funds: \$85,059.00
CFDA: 16.738
Federal Award Number: 15PBJA-21-GG-00241-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Belle Isle (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

- Appendix A – Scope of Work
- Appendix B – Deliverables
- Appendix C – Approved Budget
- Appendix D – Award Contacts
- Appendix E – Special Conditions
- Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide Quarterly Payment Requests to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C274
Award Title: C-8C274: JAG21 Residual - Equipment and Supplies
Award Period: 01/01/2024 – 09/30/2024

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

**Recipient
City of Belle Isle**

Signature: _____

Typed Name and Title: Nick Fouraker, Mayor

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

**Chief Official Designee (optional)
City of Belle Isle**

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: 8C274
Recipient: City of Belle Isle
Award Title: C-8C274: JAG21 Residual - Equipment and Supplies
Award Period: 01/01/2024 - 09/30/2024

Problem Identification

The City of Belle Isle Police Department (BIPD) urgently seeks funding to purchase equipment and supplies. First, officers lack the specialized tools necessary for rapid and safe entry into locked or barricaded areas during active assailant incidents in schools, but also in the greater community. Officers use old breaching tools that have been collected from hardware stores over the years. This deficiency significantly hampers our capacity to swiftly neutralize threats and protect the lives of our citizens. Second, the ballistic shields in our inventory are fifteen years old and lack the advancements necessary to meet the evolving threats faced by law enforcement. Third, officers' first aid kits have been depleted through continual use and need replacement. Fourth, the department doesn't have a proper way to secure crime scenes from the view of the public, and at times uses a police cruiser to impede the view of the deceased while collecting evidence. Last, due to ongoing traffic complaints, the City Council approved the addition of two new officers for a traffic unit; however, there is not an extra patrol vehicle for this unit to use. BIPD sometimes uses one vehicle for multiple officers, commonly referred to as hot seating. Hot seating causes unnecessary wear and tear on the vehicle fleet.

Scope of Work

The City of Belle Isle Police Department will use grant funds to procure door breaching kits, ballistic shields, first aid kits, a quad barrier, and a police cruiser. Door breaching kits specifically tailored for responding to active assailant incidents will help officers gain rapid entry into locked or barricaded areas. New ballistic shields will benefit officers as technological advancements have significantly improved the protective capabilities of ballistic materials, offering enhanced resistance against increasingly powerful firearms and ammunition. New first aid kits will deliver a crucial lifeline in providing immediate medical assistance, not only for injured civilians but also for fellow officers in dynamic and potentially life-threatening scenarios. The purchase of a new quad barrier will allow crime scene investigators to place a barrier between the deceased and the general public until the investigation unit has recovered the necessary evidence. Last, the addition of a new police cruiser will allow for the new traffic unit to focus solely on traffic complaints throughout Belle Isle without having to share vehicles.

Appendix B - Deliverables

Award Number: 8C274
Recipient: City of Belle Isle
Award Title: C-8C274: JAG21 Residual - Equipment and Supplies
Award Period: 01/01/2024 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a police cruiser, ballistic shields, a quad barrier, door breaching kits, and first aid kits.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$85,059.00

Appendix C - Approved Budget

Award Number:	8C274		
Recipient:	City of Belle Isle		
Award Title:	C-8C274: JAG21 Residual - Equipment and Supplies		
Award Period:	01/01/2024-09/30/2024		
Award Amount:	\$85,059.00	\$0.00	\$85,059.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Ballistic Shields	3 PC/Ballistic Shields @ \$5,000 each = \$15,000.	\$15,000.00	\$0.00	\$15,000.00
Police Cruiser	1 Patrol Cruiser with law enforcement package upfitting (lights, sirens, mounts, consoles, transport cage, decals, etc.) = \$50,000.	\$50,000.00	\$0.00	\$50,000.00
Quad Barrier	1 Quad Barrier = \$12,059.	\$12,059.00	\$0.00	\$12,059.00
D. Equipment Subtotal:				\$77,059.00

E. Supplies

Item Name	Description	Grant Funded	Match	Total
Door Breaching Kits	3 Door Breaching Kits @ \$1,000 each = \$3,000. Kits should include a halligan tool, bolt cutters, ram, sledgehammer, etc.	\$3,000.00	\$0.00	\$3,000.00
First Aid Kits	25 First Aid kits @ \$200 each = \$5,000. First aid kits that attach to the officer's person. These kits will include tourniquets, blood clot bleeding dressings, bandages, gauze, surgical tape, gloves, trauma shears, etc.	\$5,000.00	\$0.00	\$5,000.00
E. Supplies Subtotal:				\$8,000.00

Appendix D: Award Contacts

Award Number: 8C274
Recipient: City of Belle Isle
Award Title: C-8C274: JAG21 Residual - Equipment and Supplies
Award Period: 01/01/2024 - 09/30/2024

Recipient Grant Manager (GM)

Name: Jeremy Millis
Title: Deputy Chief
Address: 1521 Nela Ave
Belle Isle, FL 32809-6123
Phone: 4072402473
Email: jmillis@belleislepolice.org

Recipient Chief Official (CO)

Name: Nick Fouraker
Title: Mayor
Address: 1600 Nela Ave
Belle Isle, FL 32806-6123
Phone: 4078517730
Email: mayor@belleislefl.gov

Recipient Chief Financial Officer (CFO)

Name: Tracey Richardson
Title: Finance Manager
Address: 1600 Nela Ave
Belle Isle, FL 32806-6123
Phone: 4078517730
Email: trichardson@belleislefl.gov

Appendix E: Special Conditions

Award Number: 8C274
Recipient: City of Belle Isle
Award Title: C-8C274: JAG21 Residual - Equipment and Supplies
Award Period: 01/01/2024 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- W0001 WITHHOLDING OF FUNDS: The Recipient is currently delinquent in satisfying the Single Audit requirements detailed in the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200 - Subpart F. Prior to the drawdown of funds, the Recipient must submit the Single Audit for the year ending September 30, 2022 to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/> or submit a Certificate of Audit Exemption form to the Office of Criminal Justice Grants.

- S0002 The Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

- S0003 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

- W0004 WITHHOLDING OF FUNDS: The project period for this award starts 01/01/2024. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g1-sl-2017-final.pdf>

State of Florida Statutes
Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance
<https://www.bjs.gov/index.cfm?ty=tp&tid=47>
https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf

FY2021 NICS Act Record Improvement Program (NARIP) guidance
https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 General Appropriations Restrictions – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Program Income (PGI) - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

2.0 Cost Analysis - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

3.0 Allowable Costs - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency’s (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA’s list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



Cornerstone Charter Academy

906 Waltham Avenue

Belle Isle, FL 32809

Ph 407-608-7171

Fax 407-608-7172



www.cornerstonecharter.com

Memorandum - Follow up on COBI Plan Review Fees and Invoice

DATE: March 25, 2024

TO: Mr. Rick J. Rudometkin
City Manager,
City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

FROM: William G. Brooks, PE
President
Cornerstone Charter Academy Inc.
906 Waltham Avenue
Belle Isle, Florida 32809

CC: Taylor Smith, PFDI, Cornerstone Charter Academy Project Consultant
Raquel Lozano, City of Belle Isle planning staff

RE: Cornerstone Charter Academy Expansion Project - Exemption from certain fees and assessments

Rick,

As a follow up to my memorandum to you dated 3-12-24, I have attached a check from CCA in the amount of \$10,039.18 as payment for the COBI the invoice#14-00021 that we received from Ms. Lozano on 2/29/24 via email.

As I stated in my previous Memorandum, pursuant to Florida Statutes Section 1002.33(18)(d), charter schools are exempt from the payment of certain fees and assessments. We are still researching some of the interpretations of this statute as it might relate to the City's charges to CCA. I will forward any additional guidance on this matter to you as soon as we receive it from our attorney and/or the Florida Department of Education. Neither the City nor CCA should pay any project costs that the school isn't supposed to pay pursuant to Florida law. On the other hand, CCA certainly expects to cover any project costs for which CCA is legally and/or contractually responsible.

Further, as I stated in my 3/12/24 Memo to you, the City is a co-applicant on the referenced PD and owns the land and buildings for most of the project area. With COBI being a landlord partner and co-applicant in the project, we would expect the Council to expect and agree to cover a portion of the project review costs.

To this end, we propose that Racquel calculate the COBI review fees and costs, including COBI invoice #14 that we are paying today, and allocate 2/3 to CCA and 1/3 to COBI as co-applicant (we don't expect the Church to fund any of the review fees or COBI costs). I am more than willing to address the Council if needed on this matter, as I think it is a reasonable proposal from CCA. Remember, in addition to owning the land and buildings funded by CCA, the City is directly benefiting financially from the CCA expansion project. CCA is paying increased annual rent payments under the new lease, and the City is benefiting from 100% savings of its annual loan payments for the former BOA purchase, since CCA is now paying 100% of this cost as part of our annual lease payments to the City.

Rick, I am so pleased that you have joined the COBI team and, by extension, the CCA team, and I truly appreciate your thoughts (and patience) on this matter, as we work to determine the best solution both for CCA and the City.

Again, please do not hesitate to contact me at 407-947-5025, curenflnow@gmail.com or our Development Consultant, Taylor Smith 904-226-1689, taylor.smith1@comcast.net, if you need additional information.

Hi Bill,

We have reached out to our attorney with the information you sent over in your email about fees and this is what we got back:

"The exemption states:

(d) Charter school facilities are exempt from assessments of fees for building permits, except as provided in s. 553.80; fees for building and occupational licenses; impact fees or exactions; service availability fees; and assessments for special benefits."

"Development application fees do not fall within any of those statutory exemptions. A development review fee is a user fee to partially cover the City staff's time in review and processing of a development application, such as a rezoning or site plan approval. It is not a building permit fee. It is not a building and occupational license fee. It is not an impact fee or exaction. It is not a fee for the availability of services (i.e. readiness to serve charge), and it certainly is not an assessment for special benefits to property. The exemption does not have a catch-all provision for any user fee that a local government may charge and does not discuss any rezoning or site plan-related application fees".

Also, section 5.2 of the lease agreement with the school states that the Tenant (Cornerstone Charter Academy, Inc.) shall pay all "operating costs" and "impositions" in connection with the leased premises. Impositions are defined to include "all fines, penalties, fees, and levies that result from construction activities or the normal operations of the premises on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises".

Please let us know how you would like to proceed with this invoice issue.

I appreciate it very much.

03/19/2024

City of Belle Isle
1600 Nela Avenue
BELLE ISLE, FL 32809
Attn: R Rudometkin City Manager

Re: Annual Price Adjustment

Dear Mr. R Rudometkin

On behalf of JJs Waste & Recycling I would like to thank the City of Belle Isle for what has been an enjoyable year serving the residents. After nearly 5years of being your service provider, I believe we have become a welcome member of the community & a group who truly understands your needs.

As the initial term of the contract draws to conclusion, we wish to advise of our intention to seek an extension beyond the current term, as laid out in the contract. Presently, the initial term of our contract of 5yrs ends September 2024, with a contractual renewable term of 3 x 1yr increments until 2027.

Below, please find 2 proposals for consideration by the city. The first Proposal is for the status quo to remain, and apply the contract as written, the second proposal will see some significant savings to the city, whilst maintaining the high level of personalized service the residents have become accustomed to.

Proposal One

Extend the current contract based on 3 x 1-year periods.

This will see rates being varied annually in line with CPI, plus any disposal related increases in line with Clause 26 of the contract: Modification of Rates as per the following attachment which shows the CPI-U Water, Sewer and Trash Collection Services (CUSR0000SEHG) at 5.3% attached as Table 2

Source: US Bureau of Labor Statistics - <https://www.bls.gov/news.release/pdf/cpi.pdf> (page 14)

In line with Clause 26 "Any increases in rates shall be capped annually at the amount of the increase in the CPI, or three percent (3%), whichever is lower." Section 26.2 of the contract also allows the Contractor to make an adjustment above the 3% for any increase due to federal, state, or county increase, and that landfill fees have significantly increased as well as costs at the county recycling facility.

As the City will be aware, JJs Waste & Recycling requested an increase of 5.4% which fell in-line with the Bureau of Labor & Statistics per the current CPI-U Water, Sewer & Trash Collection Services published figures. Unfortunately, October 1st, 2023, Orange County had extraordinarily high increases in landfill disposal costs @12%. This inflated amount far exceeded the increase that was put into place & therefore, a request for the consideration of an additional increase to the current rate per property of 6.6% to match the inflated rate was proposed. October 17th, 2023, this proposal was rejected & JJs was advised to have this increase put forth onto the following year (2024) for consideration.

To be fair to the city, JJ's this year will be seeking the CPI increase capped at 3% (CPI =5.3%) and an additional rate increase of 6.6% to cover the landfill and recycling increases which have applied to us since the start of the 2023 period deficit. This 6.6% component is a little over half of the actual increase in landfill.

Total proposed increase = 9.6%

Current Rate	Proposed CPI Increase %	\$ Increase	Revised Rate
\$ 25.45	9.6%	\$ 2.44	\$ 27.89

Proposal Two

Our second proposal is for the extension of the contract to a new term of 3 years with an option to extend it for a further 3-year fixed period, or a flat 5 years (the same as the initial contract term). In either event, our proposal as detailed below, is the same.

Our proposal will see the residents benefit significantly, through the pricing being fixed at the current 2023 rate of \$25.45 for the next 3 years, through until September 30, 2027. After which time CPI clause 26, including Section 26.2, shall be reinstated @3% for the remaining term of the chosen period, and revised annually.

Below is the Residential Pricing table for 2024-2027,

Current Rate	Proposed CPI Increase %	\$ Increase	Revised Rate
\$ 25.45	0.0%	\$ 0.00	\$ 25.45

In either the event of Proposal One, or Proposal Two being chosen, the commercial waste to be increased at 5% minimum, annually for the duration.

JJs ethos regarding option 2 is as follows: - Residents of the city I'm sure would have peace of mind knowing that their current rate from 2023 extends for the next 3-years & allows for stability. This also goes for JJs as we too look for stability of work.

I trust this letter is sufficient to have our extension approved. We do firmly believe that Option Two brings a great amount of certainty to the residents, during this time of high inflation.

I would like to request a formal meeting with yourself to discuss this proposal in greater detail, and I am also able to present this to the commissioners upon their next sitting, to ensure any questions they may have are clearly covered off. Should additional information be required, please contact me directly.

Regards,

Darren Bateson
General Manager

ARPA - Funds Allocation

C.

\$ 3,626,180.00

VERSION: V4.4
REVISED DATE: 4/16/2024

Category	Project Code	Projects	ALLOCATIONS APPROVED BY COUNCIL 6/06/23	Allocations approved by Council 8/01/23	PROPOSED Reallocations	PROJECT TOTALS AFTER ALL APPROVED AND PROPOSED REALLOCATIONS	LTD SPENT	UNSPENT (based on project totals after all approved and proposed reallocations)
STORMWATER	1.001	Seminole/Daetwyler Drainage Improv	25,000.00	-	(25,000.00)	-	-	-
STORMWATER	1.002	6504 St. Partin Place Pipe Replacement	25,000.00	-	-	25,000.00	-	25,000.00
STORMWATER	1.003	2211 Cross Lake Rd.	204,140.00	-	48,234.24	252,374.24	163,203.05	89,171.19
STORMWATER	1.004	Barby Lane Upgrade	30,000.00	(3,393.20)	-	26,606.80	26,606.80	-
STORMWATER	1.005	iWorqs Stormwater Management (2yrs)	7,000.00	-	5,000.00	12,000.00	6,000.00	6,000.00
STORMWATER	1.006	Transfer Switch Jade	35,000.00	-	(35,000.00)	-	-	-
STORMWATER	1.007	General Stormwater	200,000.00	-	-	200,000.00	46,528.90	153,471.10
STORMWATER	1.008	Jade Pump Station Generator	-	-	115,000.00	115,000.00	-	115,000.00
STORMWATER	1.009	Vac System	-	-	150,000.00	150,000.00	-	150,000.00
TOTAL STORMWATER			526,140.00	(3,393.20)	258,234.24	780,981.04	242,338.75	538,642.29
PARK IMPROVEMENTS	2.001	Swann Deck Expansion	45,815.00	-	-	45,815.00	45,815.00	-
TOTAL PARK IMPROVEMENTS			45,815.00	-	-	45,815.00	45,815.00	-
SMALL EQUIPMENT	3.001	Computers - City Employees	7,884.74	-	-	7,884.74	7,884.74	-
SMALL EQUIPMENT	3.002	Computers - Police	74,919.69	-	-	74,919.69	74,118.65	801.04
SMALL EQUIPMENT	3.003	Radios - Police	48,079.30	-	6,596.62	54,675.92	54,675.92	-
SMALL EQUIPMENT	3.004	Body Worn Cameras/Taser - Police	76,769.08	-	-	76,769.08	76,769.08	-
SMALL EQUIPMENT	3.005	AEDs - Police	27,362.00	1,870.00	-	29,232.00	29,232.00	-
SMALL EQUIPMENT	3.006	LPRs - Police	64,550.00	-	-	64,550.00	64,550.00	-
SMALL EQUIPMENT	3.007	Policy/Training System - Police	31,912.20	-	-	31,912.20	31,912.20	-
SMALL EQUIPMENT	3.008	Firearm Simulator - Police	24,085.00	-	-	24,085.00	24,085.00	-
SMALL EQUIPMENT	3.009	Radars - Police	10,000.00	-	-	10,000.00	10,000.00	-
SMALL EQUIPMENT	3.010	Uniform Vest Covers - Police	3,485.94	-	-	3,485.94	3,485.94	-
SMALL EQUIPMENT	3.011	Uniforms - Police	4,887.31	-	-	4,887.31	4,887.31	-
SMALL EQUIPMENT	3.012	Lawn Trailer/Equipment - PW	15,000.00	-	1,968.15	16,968.15	7,857.40	9,110.75
TOTAL SMALL EQUIPMENT			388,935.26	1,870.00	8,564.77	399,370.03	389,458.24	9,911.79
SIDEWALKS	4.001	Sidewalk Repairs and Improvements	1,050,000.00	-	452,832.49	1,502,832.49	726,648.63	776,183.86
TOTAL SIDEWALKS			1,050,000.00	-	452,832.49	1,502,832.49	726,648.63	776,183.86
RESURFACING & CURBING	5.001	Paving	388,872.70	300,000.00	(355,100.00)	333,772.70	333,772.70	-
RESURFACING & CURBING	5.002	Pavement Markings - Nela Striping	26,750.00	-	-	26,750.00	26,750.00	-
TOTAL RESURFACING & CURBING			415,622.70	300,000.00	(355,100.00)	360,522.70	360,522.70	-
INFLATION ADJUSTMENT	6.001	Inflation Stipend	114,787.20	-	-	114,787.20	114,787.20	-
TOTAL INFLATION STIPEND			114,787.20	-	-	114,787.20	114,787.20	-
REPAIRS & MAINTENANCE	7.001	Repairs to Street Sweeper	-	35,000.00	(16,078.31)	18,921.69	18,921.69	-
TOTAL REPAIRS & MAINTENANCE			-	35,000.00	(16,078.31)	18,921.69	18,921.69	-
CAPITAL	8.001	Land for City Complex	553,192.84	(428,789.65)	(124,403.19)	-	-	-
CAPITAL	8.002	City Hall / Police Department Swap	100,000.00	-	(100,000.00)	-	-	-
CAPITAL	8.003	Vac System	150,000.00	-	(150,000.00)	-	-	-
CAPITAL	8.004	Lawnmower - PW	15,000.00	(367.15)	-	14,632.85	14,632.85	-
CAPITAL	8.005	Centrifugal Pump	80,000.00	-	(80,000.00)	-	-	-
CAPITAL	8.006	Police Department Boat Dock	175,000.00	-	-	175,000.00	1,700.00	173,300.00
CAPITAL	8.007	Roll Up Doors for PW	11,687.00	22,680.00	-	34,367.00	34,367.00	-
CAPITAL	8.008	Public Works Driveway Repaving	-	18,000.00	-	18,000.00	-	18,000.00
CAPITAL	8.009	Entry Gates for Public Works	-	15,000.00	(9,550.00)	5,450.00	5,450.00	-
CAPITAL	8.010	Nela Bridge Repairs	-	20,000.00	-	20,000.00	-	20,000.00
CAPITAL	8.011	Side by Side Utility Vehicle - PW	-	20,000.00	-	20,000.00	-	20,000.00
CAPITAL	8.012	Edmunds Employee Self-Service Portal	-	-	5,500.00	5,500.00	-	5,500.00
CAPITAL	8.013	City Facilities Improvements	-	-	100,000.00	100,000.00	-	100,000.00
TOTAL CAPITAL			1,084,879.84	(333,476.80)	(358,453.19)	392,949.85	56,149.85	336,800.00
PROFESSIONAL SVCS	9.001	Professional Services for Land Acquisition	-	-	10,000.00	10,000.00	-	10,000.00
TOTAL PROFESSIONAL SERVICES			-	-	10,000.00	10,000.00	-	10,000.00
			3,626,180.00	0.00	(0.00)	3,626,180.00	1,954,642.06	1,671,537.94

CATEGORY: STORMWATER

Project Code	Project	Change	Explanation
1.001	Seminole/Daetwyler Drainage Improv	25,000.00 decrease	Remove project – Engineers recommend postponing/other solution
1.003	2211 Cross Lake Rd.	48,234.24 increase	Increase project due to awarded bid amount and change order
1.005	iWorqs Stormwater Management	5,000.00 increase	Increase project to pay for two years (\$6k/year)
1.006	Transfer Switch Jade	35,000.00 decrease	Remove project – Changed to 1.008 Jade Pump Station Generator
1.008	Jade Pump Station Generator	115,000.00 increase	NEW project – Replaces 1.006 Transfer Switch Jade
1.009	Vac System	150,000.00 increase	Move project from Capital category - Project 8.003

CATEGORY: SMALL EQUIPMENT

Project Code	Project	Change	Explanation
3.003	Radios – Police	6,596.62 increase	Increase project due to actual cost expended
3.012	Lawn Trailer/Equipment – PW	1,968.15 increase	Increase project to purchase remaining equipment

CATEGORY: SIDEWALKS

Project Code	Project	Change	Explanation
4.001	Sidewalk Repairs and Improvements	452,832.49 increase	Increase project – Allocated all remaining funds to this project

CATEGORY: RESURFACING & CURBING

Project Code	Project	Change	Explanation
5.001	Paving	355,100.00 decrease	Remove project – Allocate to 4.001 Sidewalks

CATEGORY: REPAIRS & MAINTENANCE

Project Code	Project	Change	Explanation
7.001	Repairs to Street Sweeper	16,078.31 decrease	Remove remaining allocation as repairs are complete

CATEGORY: CAPITAL

Project Code	Project	Change	Explanation
8.001	Land for City Complex	124,403.19 decrease	Remove project due to approaching deadline to spend funds
8.002	City Hall / Police Department Swap	100,000.00 decrease	Remove project / Re-allocate to 8.013 City Facilities Improvements
8.003	Vac System	150,000.00 decrease	Move project to Stormwater category – Project 1.009
8.005	Centrifugal Pump	80,000.00 decrease	Remove project
8.009	Entry Gates for Public Works	9,550.00 decrease	Remove remaining allocation as project is complete
8.012	Edmunds Employee Self-Service Portal	5,500.00 increase	NEW project – Add-on to financial software for payroll/HR
8.013	City Facilities Improvements	100,000.00 increase	NEW project – funds reallocated from 8.002 CH/PD Swap

CATEGORY: PROFESSIONAL SERVICES

Project Code	Project	Change	Explanation
9.001	Professional Services Land Acquisition	10,000.00 increase	NEW project

City of Belle Isle, Florida
Extension Agreement with
Peter Madison Management Services, LLC

This Extension Agreement ("Agreement") is made and effective November 22, 2022,

Between: **The City of Belle Isle**, a municipal corporation with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("**City**"),

And: **Peter Madison Management Services, LLC ("**Contractor**")**, a corporation organized and existing under the laws of the State of Florida, located at 6545 Cay Circle, Belle Isle, FL 32809, and holding a certificate of authority to do business in the State of Florida.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

The parties entered that original Contract for Debris Management Agreement between the City of Belle Isle and Madison Management Services, LLC on September 3, 2019 (hereinafter referred to as the "Contract").

Wherein such Contract, together with any extensions thereto, continued in effect and expired on September 4, 2022, and the parties desire to extend and continue such Contract for an additional two years. Thus, the Contract is hereby extended for two additional years commencing on September 4, 2022, and expiring on September 4, 2024.

This Agreement sets forth the entire modification to the Contract with respect to the services provided under the Contract unless the Contract is subsequently duly amended or extended by the parties under the terms of the Contract.

This Agreement is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract will remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions outlined in this Agreement and the Contract, this Agreement will govern and control to the extent of any such conflict.

City of Belle Isle

Contractor, Albert Moore, LLC

Travis Grimm, Interim City Manager

Peter Madison Management Services, LLC

Approved By Council September 19, 2023

Date _____

Date _____

Contract for Debris Management
CITY OF BELLE ISLE
CONTRACT FOR DEBRIS MANAGEMENT

This contract is dated, made, and entered into this 3rd day of September 2019, by the City of Belle Isle, Florida ("City" or "Owner"), a Florida municipal corporation, and Madison Management Services, LLC, ("Contractor"), a corporation organized and existing under the laws of the State of Florida and holding a certificate of authority to do business in the State of Florida.

Section. 1. Background and Purpose. The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to perform the timely removal and lawful disposal of all eligible storm-generated debris (vegetative waste materials) and within the time specified in this contract. Emergency debris push, debris removal, and debris storage actions shall be limited to:

- 1) That which is necessary to eliminate immediate threats to life, public health, and safety;
- 2) That which is necessary to eliminate immediate threats of significant additional damage to improved public or private property.
- 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

Section. 2. Services and Scope to be Performed. In performing its obligations under this contract, Contractor shall comply with all applicable regulations promulgated by the Federal Emergency Management Agency (FEMA), including but not limited to FEMA 321-Public Assistance Policy Digest, FEMA 322- Public Assistance Guide, FEMA 323- Public Assistance Applicant Handbook, and FEMA325- Public Assistance Debris Management Guide and provide such services within the time specified in this contract.

The Contractor shall provide for the effective and efficient removal and lawful disposal of storm debris accumulated on all public properties, streets, roads, or other rights-of-way, Cornerstone Charter school properties, any other locally owned facility or residential or commercial site as may be directed by the City. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this contract shall also mean direction by the approved Debris Monitor (which may be the City Manager or City Manager's designated representative). Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way (ROW) line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the Owner representative issuing a proper load ticket to document the date, contractor name, truck number, and truck capacity.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

Contracted services will only be performed after the delivery, to the Contractor, an Approved Work Authorization and a Notice-to-Proceed by the City.

For purposes of this Section, 2, the following terms are defined:

(a) "Debris Monitor" or "Monitor": the Debris Monitor serves as the Owner's field representatives. The City Manager, or the City Manager designated representative, may serve as the Monitor. The Debris Monitor ensures that the terms and specific monitoring and documentation requirements of debris removal contracts are adhered to and met for force account debris removal operations and that the debris removal operations are efficient, safe, and properly documented in conformance with regulatory requirements.

(b) "Debris Management Sites" or "DMS": A DMS is a location for the Owner designated by the Owner and/or Monitor to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It is frequently used to increase the operational flexibility when landfill space is limited or when the landfill is not in close proximity to the debris removal area.

Attached Contract, ADD 1 & ADD 2

Contract for Debris Management

2.1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by Owner. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor per the Contractor Unit Price Schedule (Exhibit A) and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

2.2. Site Management:

The Contractor shall manage up to four Debris Management Sites (DMS) designated by the Owner. Site management, debris reduction, and site closure shall comply with all laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

2.3. Reduction of Vegetative Debris by Grinding:

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

2.4. Reduction of Vegetative Debris by Burning:

The Contractor may reduce vegetative debris by air curtain incinerator burning or open burning if permitted by the Owner and Orange County. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

2.5. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by Owner or if paid by contractor fees will be submitted at cost for payment by Owner.

2.6. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Burning:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by Owner or if paid by contractor fees will be submitted at cost for payment by Owner.

2.7. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees on public property and ROW, as identified by the Owner or Monitor. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately per Contractor Unit Price Schedule. Tipping fees will be paid by Owner or if paid by contractor fees will be submitted at cost for payment by Owner.

Contract for Debris Management

2.8. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6” or greater in diameter (measured 54” above ground) from public property and ROW, as identified by the Owner or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in Exhibit A. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately per Contractor Unit Price Schedule.

2.9. Removal of Hazardous Stumps:

If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor’s equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Contractor Unit Price Schedule. Payment is for stump removal only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled per Contractor Unit Price Schedule. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

2.10. Priority of Work Areas:

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to “cherry pick” debris.**

2.11. Debris Ownership and Hauling Responsibilities:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

2.12. Debris Disposal:

A. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at State of Florida Department of Environmental Quality approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary DMS sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary DMS sites must be approved by Owner.

B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract.

C. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.

Contract for Debris Management

D. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

F. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

2.13. Contractor Equipment:

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.

C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make, and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for debris being transported.

E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

2.14. Emergency Road Clearance:

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the Owner. Payment under this item will be on an hourly basis for manpower and equipment as listed in Part II of the Contractor Unit Price Schedule. This hourly work will only be conducted for the first 70 hours unless otherwise agreed in writing.

Section 3. Term

This Contract shall be for a term of three (3) years beginning upon the date of the fully executed contract, and the parties shall have the option, by written instrument signed by both parties, to extend this Contract for two additional periods of one (1) year (the "Extended Term"). Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP

Contract for Debris Management

Section 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 5. Fee Schedule. City shall pay Contractor for the services performed by Contractor at the rates provided in Exhibit A, which is attached to hereto and included herein by this reference. Any change on that fee schedule must be requested, in writing, by Contractor at least sixty (60) calendar days prior to the anniversary of this Contract and must be approved, in writing, by City. No fee or cost shall be requested by Contractor or approved by City in excess of the maximum allowable reimbursement rate of the Federal Emergency Management Agency (FEMA) then in effect. If City does not approve Contractor's timely written request to change the fee schedule in amounts that do not exceed the maximum allowable reimbursement rates of FEMA then in effect, Contractor shall have the right to terminate this Contract prior to the anniversary of this Contract.

Section 6. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a weekly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The invoiced amounts shall comply with the following requirements and restrictions:

1. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproductions, overhead, profits, and any other expenses necessary to the execution of this contract.
2. Billable time shall include hours when debris-hauling trucks are in operation as well as reasonable start-up and close of day actions. Billable time shall be supported with daily timesheets or other documentation processes as approved in writing by the City.
3. All load tickets; forms, reports, and other deliverables shall be accurately and correctly submitted. In some instances, Contractor may be required by the City or appropriate regulatory agencies to modify such documents as a result of policy, procedures, or process changes. The Contractor shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable resulted from the sole error, negligence, or willful misconduct of the contractor.

Invoices will be processed for payment only after approval by the City. The contractor shall be responsible for reviewing the Debris Manager's deliverables and invoices and certifying their consistency with Contractor's deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent by the City of Durham's Debris Program Manager. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 7. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Belle Isle.

Section 8. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of

Contract for Debris Management

endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Worker’s Compensation & Employers Liability – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with Florida Statutes and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Belle Isle
Attn: Bob Francis, City Manager
1600 Nela Ave.
Belle Isle, FL 32809

Section 9. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 10. Exhibits. Exhibit A Contractor Price Schedule

Section 11. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
City of Belle Isle
ATTN: Bob Francis, City Manager
1600 Nela Ave
Belle Isle, FL 32809

To the Contractor
Peter Madison Management, LLC
ATTN: Peter Madison, Owner
6545 Cay Circle
Belle Isle, FL 32809

Contract for Debris Management

b) **Change of Address. Date Notice Deemed Given.** A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 12. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) **Definitions.** As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) **Other Provisions Separate.** Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) **Survival.** This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) **Limitations of the Contractor's Obligation.** If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Section 13. Termination for Convenience ("TFC"). (a) **Procedure.** Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) **Obligations.** Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) **Payment.** The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 14. Miscellaneous

(a) **Choice of Law and Forum; Service of Process.** (i) This contract shall be deemed made in Orange County, Florida. This contract shall be governed by and construed in accordance with the law of Florida. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

Contract for Debris Management

(b) **Waiver.** This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Supplemental Conditions.** Contractor agrees to the supplemental conditions provided in Exhibit B.

(e) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(f) **Assignment Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(g) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.

(h) **Notice of City Policy.** It is hereby declared that equal opportunity and nondiscrimination shall be the City's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

(i) **No Third Party Rights Created.** This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) **Principles of Interpretation and Definitions.** (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) **Modifications. Entire Agreement.** A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) **City's Manager's Authority.** To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Remainder of this page left blank

Signature Page Follows

Contract for Debris Management

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF BELLE ISLE

PETER MADISON MANAGEMENT, LLC

By: 
Bob Francis, ICMA-CM
City Manager

By: 
Peter Madison
Owner

ATTEST


Yolanda Quiceno, City Clerk

Contract for Debris Management

**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
	Pre-storm			
1	Staging personnel and Equipment	\$750	Per 5-man Crew	
	Post-storm			
1	Emergency Road Clearance	\$250	Per 2-man Crew	
2	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$18	CY	
3	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$8	CY	
4	Processing (Burning) of Debris at TDSRS or Final Disposal Site (if applicable)	\$8	CY	
5	Debris Removal from Publicly Owner Property (other than Right-of-Way)	\$18	CY	
6	Debris removal from water bodies (bays, rivers, streams, canals, lakes)		T&M	
	Tree Removal			
1	Tree Removal <24" diameter	\$350	Per 2-Man Crew	
2	Tree Removal >24" diameter	\$3500	Crew	\$275/hr. Crane
	Hazardous Stump Removal & Hauling to Disposal Site			
1	24 inch diameter to 47.99	\$250	STUMP	
2	48 inch diameter and greater	\$350	STUMP	

Contract for Debris Management

3	Leaning Trees/Hanging Limbs/Tree-off Program ' /	\$65	Per Tree	
4	Stump Grinding <12" diameter	\$50	STUMP	
5	Stump Grinding >12" diameter	\$80	STUMP	

Contract for Debris Management

**EXHIBIT B
CITY OF BELLE ISLE, FLORIDA
SUPPLEMENTAL CONTRACT CONDITIONS
FOR DEBRIS MANAGEMENT SERVICES**

Federal regulations apply to all City of Belle Isle contracts using Federal funds as a source for the solicitation of goods and services. Successful proposers must comply with the following Federal requirement as they apply to the following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

A. Records

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/generalrecords-schedules/>.

c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

B. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which

Contract for Debris Management

prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and

Contract for Debris Management

the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

Contract for Debris Management

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

MADISON MANAGEMENT, LLC



Pete Madison, Owner
Madison Management, LLC

AMENDMENT TO DEBRIS REMOVAL CONTRACT

This AMENDMENT TO DEBRIS REMOVAL CONTRACT ("Amendment") made and entered into this 26 day of September 2022, by and between MADISON MANAGEMENT SERVICES, LLC, whose address is 6545 Cay Circle, Belle Isle, FL 32809, (hereinafter referred to as the "Contractor"), and 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").

WHEREAS, the City and Contractor entered into that certain Agreement for Debris Removal dated September 3, 2019 (herein "Agreement for Debris Removal"); and

WHEREAS, the City and Contractor desire to amend the Agreement for Debris Removal as provided herein.

NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

- 1. Exhibit A, CONTRACTOR PRICE SCHEDULE. of the Agreement for Debris Removal is hereby amended as listed in Exhibit A:
- 2. Except as amended herein, the Agreement For Debris Removal shall remain in full force and effect.
- 3. The amendments contained within this Amendment become effective on execution of this amendment by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

MADISON MANAGEMENT SERVICES, LLC:

CITY OF BELLE ISLE, FLORIDA


Peter Madison, Owner


Bob Francis, City Manager

ATTEST:

Yolanda Quiceno, City Clerk

**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
	Pre-storm			
1	Staging Personnel and Equipment	\$1,400	Per 5-man Crew	
	Post-storm			
1	Emergency Road Clearance	\$500	Per 2-man Crew	
2	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$25	CY	
3	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$10	CY	
4	Processing (Burning) of Debris at TDSRS or Final Disposal Site (if applicable)	\$10	CY	
5	Debris Removal from Publicly Owner Property (other than Right-of-Way)	\$25	CY	
6	Debris removal from water bodies (bays, rivers, streams, canals, lakes)		T&M	
	Tree Removal			
1	Tree Removal < 11.99" diameter	\$250	Per 2-Man Crew	
2	Tree Removal 12" – 23.99" Diameter	\$500		
2	Tree Removal 24"-48" diameter	\$3725	Crew	\$275/hr. Crane
3	Tree Removal >48"	\$4700	Crew	\$275/hr. Crane
	Hazardous Stump Removal & Hauling to Disposal Site			
1	24 inch diameter to 47.99	\$485	STUMP	
2	48 inch diameter and greater	\$690	STUMP	

3	Leaning Trees/Hanging Limbs/Tree-off Program	\$105	Per Tree	
4	Stump Grinding <12" diameter	\$85	STUMP	
5	Stump Grinding >12" diameter	\$125	STUMP	
	Logs			
1	Logs <23.99 – 47.99" diameter	\$250	4-foot	
2	Logs >48" diameter	\$350	4-foot	

AMENDMENT TO DEBRIS REMOVAL CONTRACT

This AMENDMENT TO DEBRIS REMOVAL CONTRACT ("Amendment") made and entered into this 26 day of September 2022, by and between MADISON MANAGEMENT SERVICES, LLC, *we (cc)* whose address is 6545 Cay Circle, Belle Isle, FL 32809, (hereinafter referred to as the "Contractor"), and 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").

WHEREAS, the City and Contractor entered into that certain Agreement for Debris Removal dated September 3, 2019 (herein "Agreement for Debris Removal"); and

WHEREAS, the City and Contractor desire to amend the Agreement for Debris Removal as provided herein.


NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Exhibit A, CONTRACTOR PRICE SCHEDULE. of the Agreement for Debris Removal is hereby amended as listed in Exhibit A:
2. Except as amended herein, the Agreement For Debris Removal shall remain in full force and effect.
3. The amendments contained within this Amendment become effective on execution of this amendment by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

MADISON MANAGEMENT SERVICES, LLC:

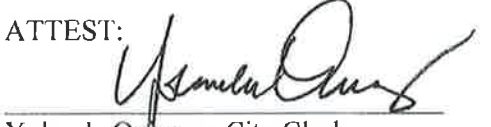
CITY OF BELLE ISLE, FLORIDA



Peter Madison, Owner



Bob Francis, City Manager

ATTEST:


Yolanda Quiceno, City Clerk

**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
	Pre-storm			
1	Staging Personnel and Equipment	\$1,400	Per 5-man Crew	
	Post-storm			
1	Emergency Road Clearance	\$500	Per 2-man Crew	
2	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$25	CY	
3	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$10	CY	
4	Processing (Burning) of Debris at TDSRS or Final Disposal Site (if applicable)	\$10	CY	
5	Debris Removal from Publicly Owner Property (other than Right-of-Way)	\$25	CY	
6	Debris removal from water bodies (bays, rivers, streams, canals, lakes)		T&M	
	Tree Removal			
1	Tree Removal < 11.99" diameter	\$250	Per 2-Man Crew	
2	Tree Removal 12" – 23.99" Diameter	\$500		
2	Tree Removal 24"-48" diameter	\$3725	Crew	\$275/hr. Crane
3	Tree Removal >48"	\$4700	Crew	\$275/hr. Crane
	Hazardous Stump Removal & Hauling to Disposal Site			
1	24 inch diameter to 47.99	\$485	STUMP	
2	48 inch diameter and greater	\$690	STUMP	

3	Leaning Trees/Hanging Limbs/Tree-off Program	\$105	Per Tree	
4	Stump Grinding <12" diameter	\$85	STUMP	
5	Stump Grinding >12" diameter	\$125	STUMP	
	Logs			
1	Logs <23.99 – 47.99" diameter	\$250	4-foot	
2	Logs >48" diameter	\$350	4-foot	

**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

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	Logs			
1	Logs <23.99 – 47.99" diameter	\$250	4-foot	
2	Logs >48" diameter	\$350	4-foot	



ADDENDUM 2

**TO
CITY OF BELLE ISLE**

**CONTRACT WITH PETER MADISON
MANAGEMENT**

This addendum to the contract dated September 3, 2019 is agreed upon for the following additional services:

Land application of Vegetative Debrls at the Debris Disposal Site @ \$8.00/cubic yard.


No other conditions of the contract have changed.

CITY OF BELLE ISLE

PETER MADISON MANAGEMENT


Robert G. Francis
City Manager

11/22/22
DATE


Peter Madison
Owner
Peter Madison Management

11/18/22
DATE

City of Belle Isle, Florida Extension Agreement

This Extension Agreement ("Agreement") is made and effective December 4, 2022,

Between: **The City of Belle Isle**, a municipal corporation with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("**City**"),

And: **Albert Moore, LLC ("Contractor")**, a corporation organized and existing under the laws of the State of Florida, located at 5000 Pleasure Island Road, Belle Isle, FL 32809, and holding a certificate of authority to do business in the State of Florida.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:


The parties entered into that original General Services Agreement between the City of Belle Isle and Albert Moore, LLC on December 4, 2018 (hereinafter referred to as the "Contract").

Wherein such Contract, together with any extensions thereto, continued in effect and expired on December 4, 2022, and the parties desire to extend and continue such Contract for an additional two years. Thus, the Contract is hereby extended for two additional years commencing upon December 4, 2022, and expiring on December 4, 2024.

This Agreement sets forth the entire modification to the Contract with respect to the services provided under the Contract unless the Contract is subsequently duly amended or extended by the parties pursuant to the terms of the Contract.

This Agreement is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract will remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Agreement and the Contract, this Agreement will govern and control to the extent of any such conflict.

City of Belle Isle



Travis Grimm, Interim City Manager

Approved By Council April 4, 2023

Date 4/8/23

Contractor, Albert Moore, LLC



Albert Moore

Date 4/11/23

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

Meeting Date: April 16, 2024
To: Honorable Mayor and City Council Members
From: Yolanda Quiceno, City Clerk
Subject: Resolution 24-02 - Live Local Act Florida SB 102

Background: The Live Local Act authorized Senate Bill 102 effective July 1, 2023. The legislation, in part, is intended to increase the availability of affordable housing opportunities for Florida’s Workforce by streamlining the permitting process for affordable housing projects.

The Live Local statute requires each City to publish a list of City-owned properties appropriate for development as affordable housing. The attached resolution responds to these requirements. The resolution DOES NOT SPEAK to private property located within the City limits, meaning that a private developer could approach the City about purchasing such City-owned property for an affordable housing development.

The staff will bring forward an Ordinance addressing the requirements for a site plan, application, and general requirements for LLA projects that should be adopted into the land development regulations via ordinance to be legally enforceable to include,

- An Affidavit confirming a 30-year comment period.
- An Affidavit of Commitment and Restrictive Covenants
- Equivalent Treatment of all Dwelling Unit Requirements

To confirm, the draft ordinance is for the site plan and general requirements only for LLA projects and will not take away the restrictive language already in the code.

Staff Recommendation: Approve the Resolution as required by the Statute.

Suggested Motion: I move to approve Resolution 24-02 as written.

Fiscal Impact: Unknown

Attachments: Resolution 24-02

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, REVIEWING AND APPROVING THE INVENTORY LIST OF CITY PROPERTIES AVAILABLE FOR USE AS AFFORDABLE HOUSING WITHIN THE CITY'S JURISDICTION; PROVIDING CRITERIA FOR ESTABLISHING IF A PROPERTY MAY BE APPROPRIATE FOR AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 29, 2023, the Governor signed into law Senate Bill 102, "Live Local Act" and Section 166.04151, Florida Statutes require that the City shall prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing and adopt by resolution an inventory list of such property; and

WHEREAS, the 2023 Inventory List of City Property available for Use as Affordable Housing (Inventory List) attached hereto as Exhibit "A," incorporated by reference and made a part hereof, has been prepared and

WHEREAS, Section 166.04151, Florida Statutes allows for property on the Inventory List to be offered for sale, and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or sold with a restriction that requires the development of the property as permanent affordable housing or donated to a nonprofit housing organization for the construction of permanent affordable housing; and

WHEREAS, the City Council has reviewed the Inventory List at a public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belle Isle, Florida, as follows:

SECTION 1. RECITALS. The above recitals are incorporated by reference into this Resolution, and such recitals are adopted as findings of fact.

1 SECTION 2. DETERMINATION. The Belle Isle City Council has reviewed and determined that
2 the properties listed in Exhibit "A" are currently appropriate for affordable housing development.
3 This list will be made publicly available on the City's website.

4 SECTION 3. TERMINATION. By its terms, the Act expires on October 1, 2033. This Resolution
5 shall expire on October 1, 2033. In the event the Florida Legislature modifies the Act's expiration
6 date, this Resolution shall expire on such modified expiration date.

7 SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its
8 adoption.

9 ADOPTED this ____ day of _____, 20____

10 CITY OF BELLE ISLE, FLORIDA

11 _____
12 NICHOLAS FOURAKER, MAYOR

13 Attest: _____

14 Yolanda Quiceno, CMC-City Clerk

15 _____

16 Approved as to form and legality

17 City Attorney

18 STATE OF FLORIDA

19 COUNTY OF ORANGE

20 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing
21 Resolution 24-02 was duly and legally passed and adopted by the Belle Isle City Council in session
22 assembled. At this session, a quorum of its members was present on the 2nd day of April 2024.

23 _____
24

25 Yolanda Quiceno, City Clerk

RESOLUTION NO. 24-02

EXHIBIT A

Currently, there are no City-Owned Properties appropriate for use as affordable housing.

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RESOLUTION NO. 24-02

EXHIBIT B

CRITERIA FOR ESTABLISHING IF A PROPERTY MAY BE APPROPRIATE FOR AFFORDABLE HOUSING:

- 1) The property is not in or planned for use by the City.
- 2) Central sewer and central potable water utilities are available to the property.
- 3) The property is on a City, County, or State-owned paved road.
- 4) The property is not in a flood zone.
- 5) The property is not in a wetland
- 6) The parcel size shall be a minimum of ½ acre of upland.

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City Manager task list:

- Purchasing Policy

I am working on updating our Purchasing Policy. It is to establish the necessary policies and procedures for the City of Belle Isle, to obtain goods and services in the most efficient, economical, and ethical manner. We need to update it to keep current and to add or subtract any language as necessary.

- Property Acquisition

Along with the properties that have been formally discussed, there is a piece of property on Conway and Judge. This is owned by the City of Orlando. The next step is to delineate the area that Belle Isle is interested in acquiring with a rough sketch. That way the city of Orlando can have it vetted with the appropriate departments before too much is invested before any purchase of the property. We will have a workshop on possible property locations as it fits in with the new Municipal Complex.

- Disaster Debris Management Sites:

We are identifying our 2024 Preauthorization site for this year’s Hurricane Season. We have submitted our pre-authorization requests for the disaster debris management site(s) DDMS for the upcoming hurricane season. Waiting for a response.

- Pete Madison debris contract:

This contract expires this year in September 2024. He has already received 2 extensions; we will need to go out for an RFP. Also, we have submitted our pre-authorization requests for the disaster debris management site(s) DDMS for the upcoming hurricane season. Waiting for a response.

- Albert Moore’s Tree contract

This contract expires this year in December 2024. He has already received 2 extensions; we will have to go out for an RFP.

- JJ's Waste and Recycling Contract:

They commenced service in 2019, and the contract is up for renewal on 9/2024. We can renew for one year (3 additional in writing) or we need to go for RFP and not give the year renewal option. They have provided us with 2 quotes for discussion to see if the council would agree to one of these or continue to go out for RFP.

- Stormwater Grant:

The legislature has agreed to fund stormwater improvement projects at \$750,000. Our lobbyist is working with the Governor’s office to protect this project through veto review. There might be a match associated with this grant. More information to follow.

- Resilient Florida Grant:

This is for the Belle Isle Vulnerability Assessment. The Resilient Florida Program Grant Agreements are funded with State and Local Fiscal Recovery Funds (SLFRF). This is to develop a local mitigation strategy and to see how it works with our comp plan to address flood scenarios.

- Hoffner Ave Traffic Improvements Grant:

The scope has been taken from our previous concept plans. We have submitted the SSE form along with the engineer's estimate and schedule to DOT. We hope to have this grant for \$1.5 million in place by June 1st, 2024. There will be a match for this grant which will be discussed during the budget committee talks. We are also working with Orange County to give us access to do these improvements on Hoffner.

- Judge/Daetwyler Dr. Transportation Grant:

There is a possible \$745,000 from Congressman Soto’s office for street improvements to improve and create a multi-use path(s) for pedestrians and bicyclists. This is a funding request for the FY 24 appropriations package. Maintenance, detour, and safety upgrades in the form of crosswalks have been made in preparation for the money coming to us. We are also looking at the speed limit in the area and everything associated with improving the area.

- Updating and closing previous grants and reimbursements from FEMA, FloridaPA, and FloridaDEP:

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 with Tracey to provide information and update quarterly reports.

- Comp Plan Update:

RVi is drafting amendment changes to the Comp Plan Elements and GOPs for City Staff to review in the coming weeks. Afterward, they will present this information to the Planning and Zoning Board in April or May for recommendations to the City Council. Another update for the Council will be on the agenda for April 16.

- Lancaster House Update:

The house currently sits in limbo. From what I understand, the Historical Society does not want to put money into rehabbing it since it will take away from the historical value and aesthetics of the historical half. Moving it could be problematic because of its condition. As of 2022, there was a push to not demolish the house.

CCA says they have put aside some money to help with relocating the house. Logistically, moving the house would require possible trees cut and power lines moved to accommodate.

- FY 2024-2025 Budget:

Starting this month, April 2024, we are preparing for next year's budget. The budget committee will have its first meeting to start this process. I am working with Tracey to understand what our procedures are and the dates we need to be aware of.

- Duke Energy undergrounding/relocation and communication:

We are working with Duke Energy to prioritize pole locations that cause hazards, provide an overview of the UG process, and determine the best areas for UG. How to best prioritize Duke Energy's storm protection initiatives. Provide better communication on tree maintenance, locations, and storm preparedness and restoration.

- City Hall renovation:

We are currently using ARPA funds to renovate City Hall since the police department is not moving here now. The building needs some paint, lighting, updates, and landscaping. We also will be painting the outside of the current Police building.

Raquel,

Thank you for taking some time out of your day to speak with me last Thursday about the Comprehensive Plan project, and other projects occurring in the City. Based on our conversation, I wanted to provide the following status update for you to share with staff, the City Manager, and the Mayor and City Council.

As you recall, the initial kickoff meeting with the City Council was on September 19, 2023. The purpose of the presentation was to introduce RVI and the project team, have a “Comprehensive Planning 101” discussion, provide some very initial findings of our research on the City, and outline the Comprehensive Plan project parameters. Some of the feedback we received from the Mayor and Council at that time related to the City’s desire to annex properties, reviewing the land development code and comprehensive plan for conflicts along the south side of the City and the airport, doing an online survey, the importance of the City’s waterways, and overall coordination between the City and Orange County.

On November 21, 2023, we presented our findings of the Preliminary Assessment. The presentation was broad in discussing some of the findings of the assessment as it related to the City’s socioeconomics, available land, water quality, neighborhood character, and concluded with key recommendations. We also provided data from the Community Survey. The summary of that meeting was to continue our work into the draft Comprehensive Plan updates, and that the Council was going to have other workshops related to the survey results, annexation, and new development standards.

Lastly, on February 14, 2024, in conjunction with VHB, we held a community workshop at City Hall. Similar to the prior meetings, RVI provided a brief presentation to the roughly two dozen attendees about the Comprehensive Plan project and what it meant for the City. There were brief conversations with the attendees, however no significant feedback was provided. As a result, we continued forward with our draft amendments.

As of today, we have provided the recommended draft updates to the City and Stakeholder Group for the Conservation, Housing, Intergovernmental, and Recreation & Open Space Elements, for comment and feedback. The remaining elements, Future Land Use, Infrastructure, Transportation, and Capital Improvement, will be provided by mid-April. Our goal is to get to the Planning & Zoning Commission in May, and then have our transmittal hearing with the City Council in June. This schedule will allow us to finalize the project this calendar year, and likely early Fall 2024.

If the Mayor or Council would like review the Preliminary Assessment in additional detail, they can download the document at this link: <https://rviplanning.sharefile.com/d-s7e5220c1ce1a4a9587e60ac76ed9d53a> I’ve also attached the latest data from the community survey to this e-mail.

As we continue to move forward with the project, if you, the City Manager, or Mayor and City Council, would like RVI to be present at any upcoming meetings, please don’t

hesitate to ask. We are here to serve the City and its residents to the best of our ability. In addition, if the City wishes for RVi to lead other projects that are of interest or importance to the City, such as land development code updates or assisting in with annexation strategies, we would be happy to have those conversations.

Let me know if you have any additional questions or concerns.

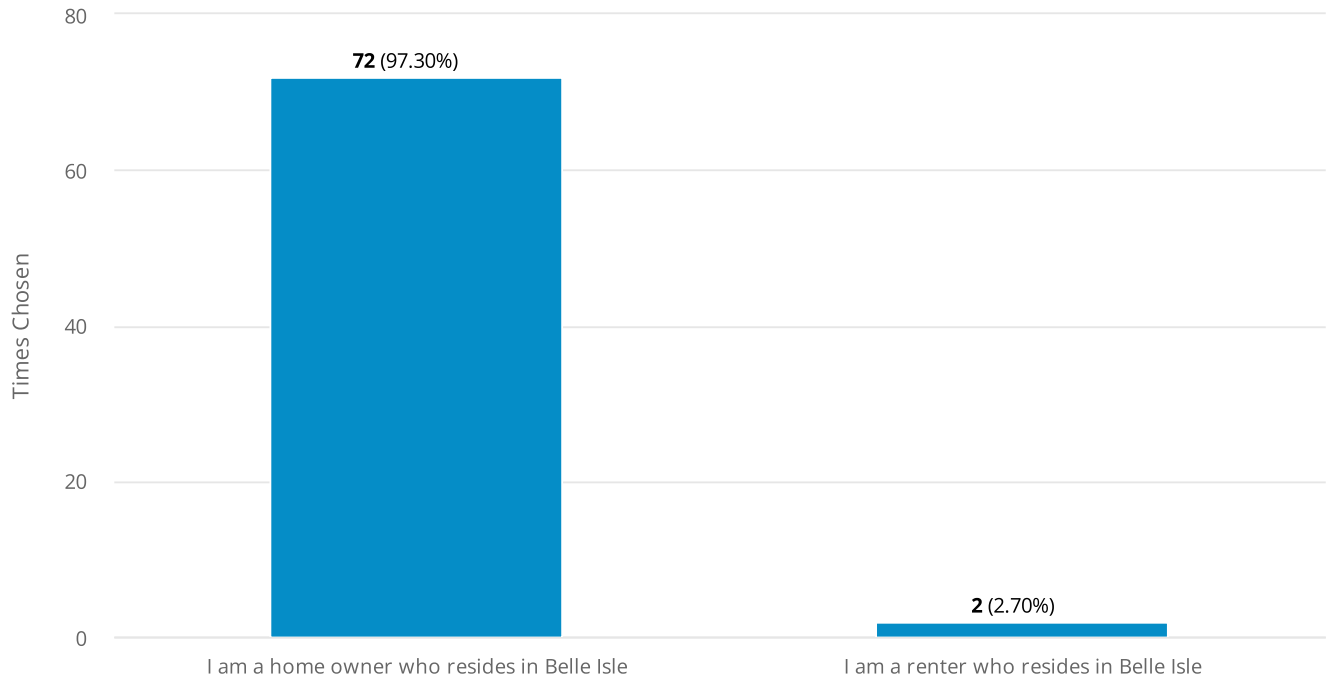
Thanks,

Stephen Noto, AICP
Director of Planning

Belle Isle Comprehensive Plan Update

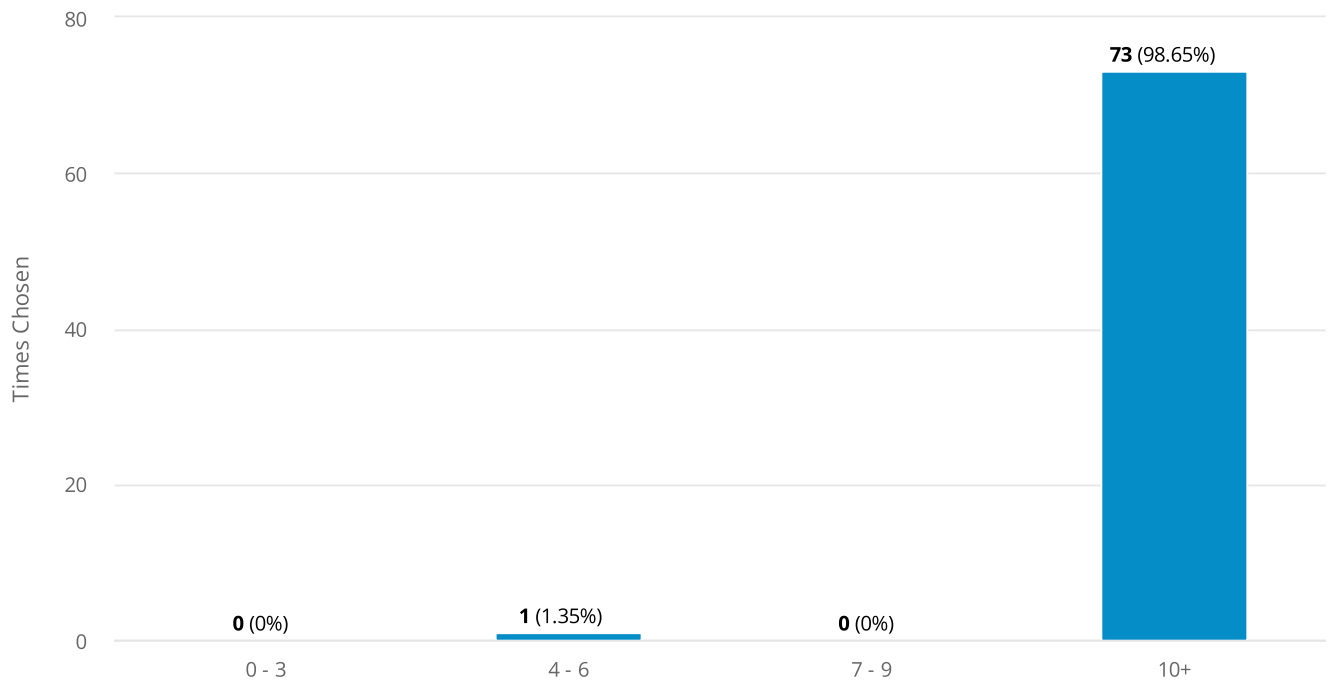
1) Do you own or rent your current residence in the City of Belle Isle?

Number of responses: 74



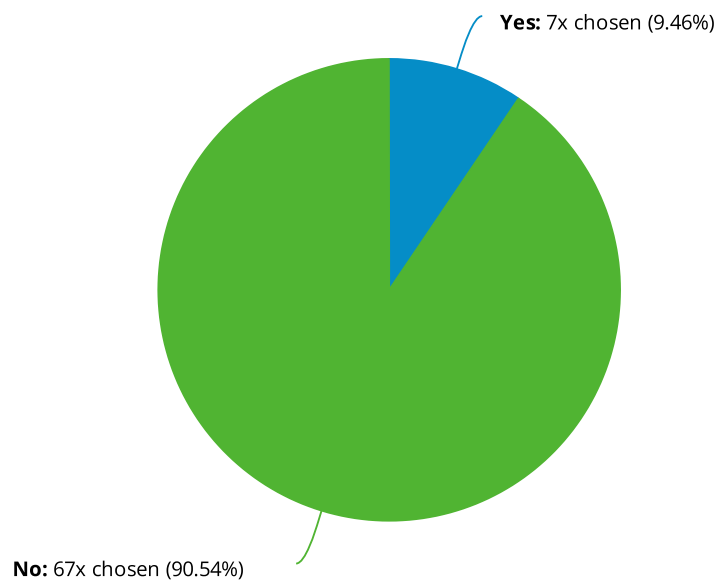
2) How many months of the year do you live in the City of Belle Isle?

Number of responses: 74



3) Do you own a business in the City of Belle Isle?

Number of responses: 74



4) Use ONE WORD to describe Belle Isle.

Number of responses: 73

Text answers:

e.

COMMUNITY

HOME

Safe

lake conwa

Beautiful

Home

lush

Peaceful

Community

Oasis

beautiful

home

Home

busy

LAKES

Peaceful

Safe

Small

Tranquil

Home

safe

Lovely

Overbuilt

Charming

Home

Declining

Worsening

Noisy

Community

Awesome

Terrible

Pretty

Old

Safe

Lost

PLEASANT

Good

paradise

quiet

Beautiful

Special

Convenient

Enjoyable

Home

Relaxed

Home

Peaceful

nice

Beautiful

Friendly

Pleasant

Neighborly

HAPPYNESS

Ok

Disaster

Quant

Idyllic

Home

Entitled

Corrupt

Quaint

Safe

Quiet

Quaint

Bureaucrat

Changing

Insulated

meh

Lakes

Adequate

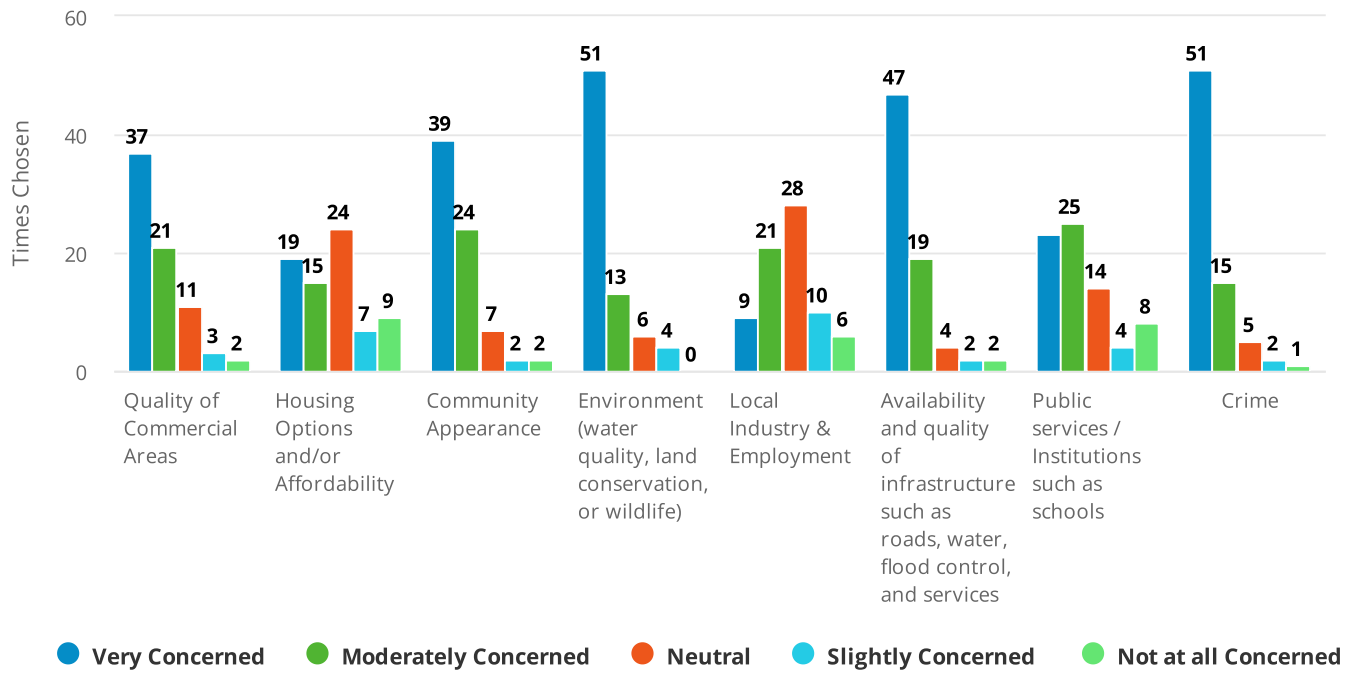
Charming

Backwards

Serene

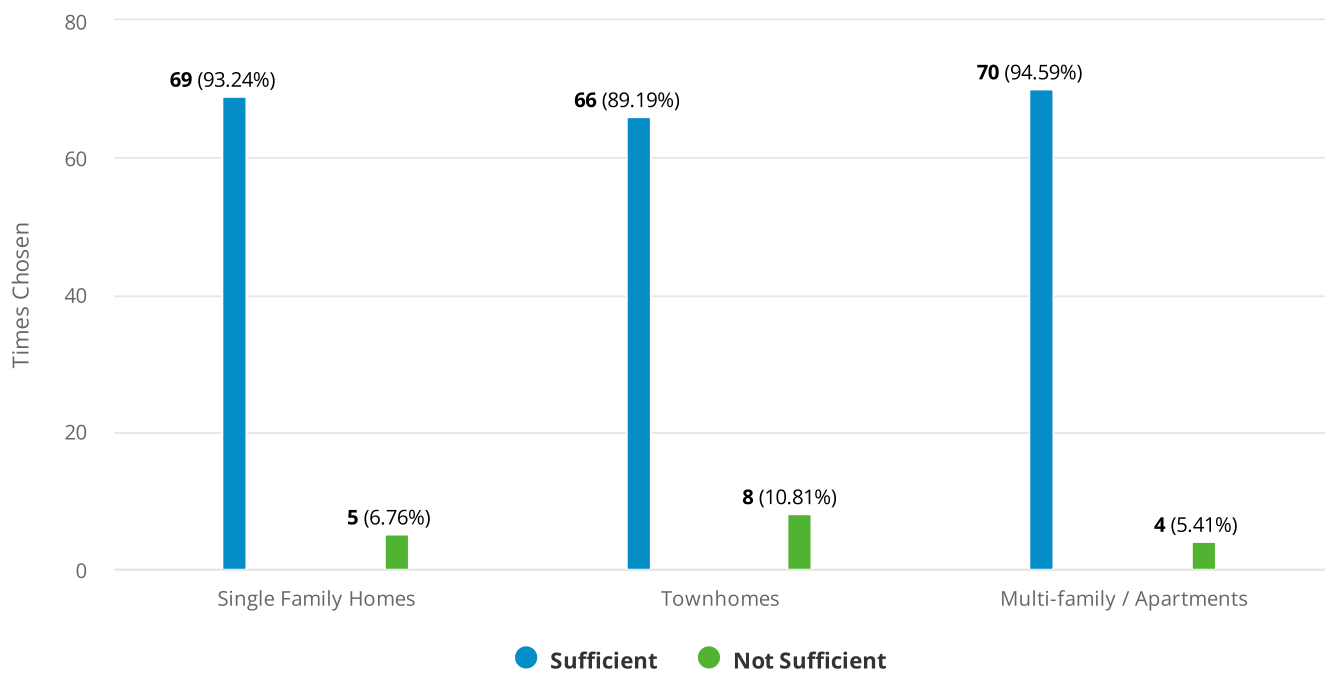
5) Generally speaking, how concerned are you related to the topics below over the next 20 years in the City of Belle Isle?

Number of responses: 74



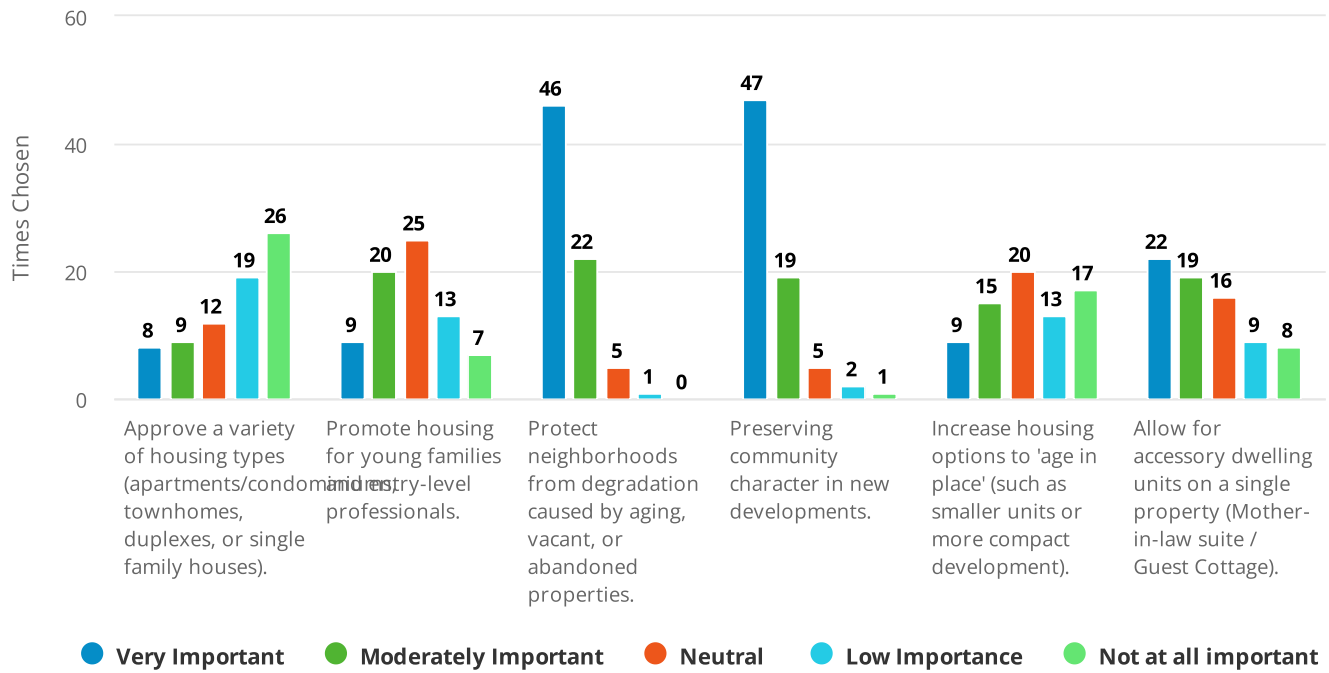
6) Do you think there is enough housing and variety of housing options?

Number of responses: 74



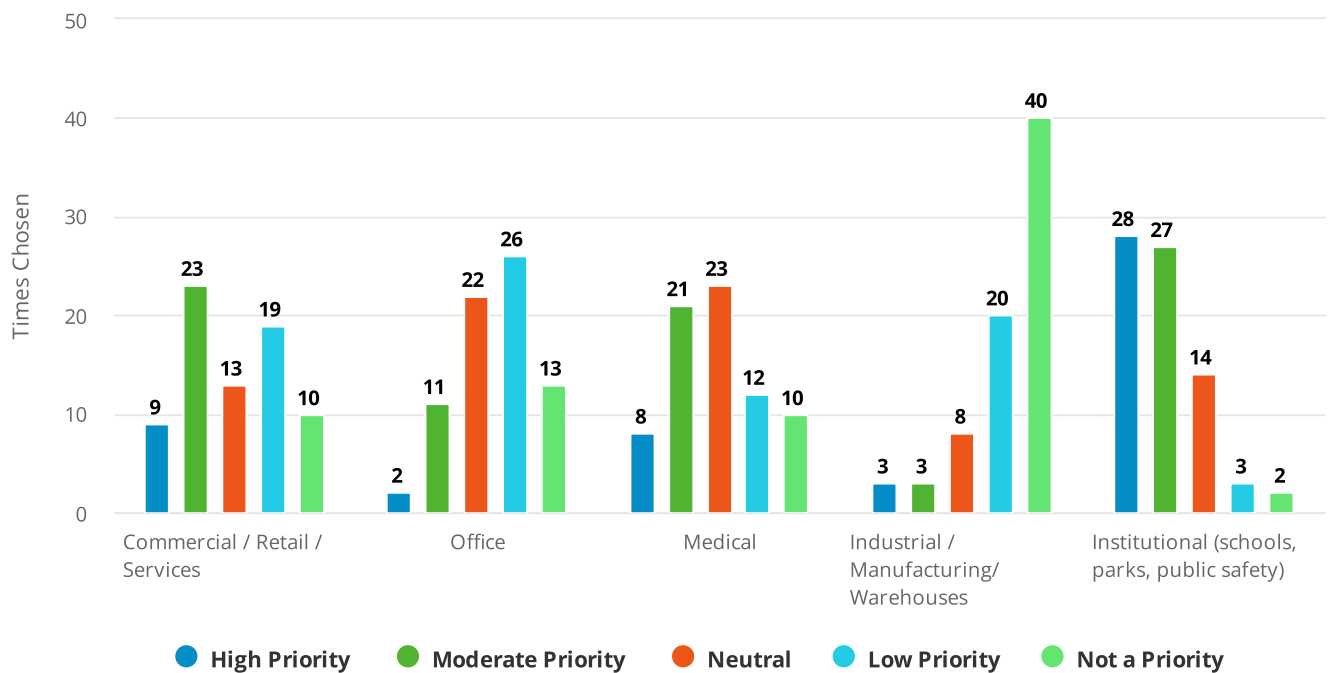
7) Over the next 20 years, how important are the actions the City should take to address housing needs?

Number of responses: 74



8) How should the City of Belle Isle prioritize non-residential uses in their planning efforts? (Example: Employment, local goods, and services)

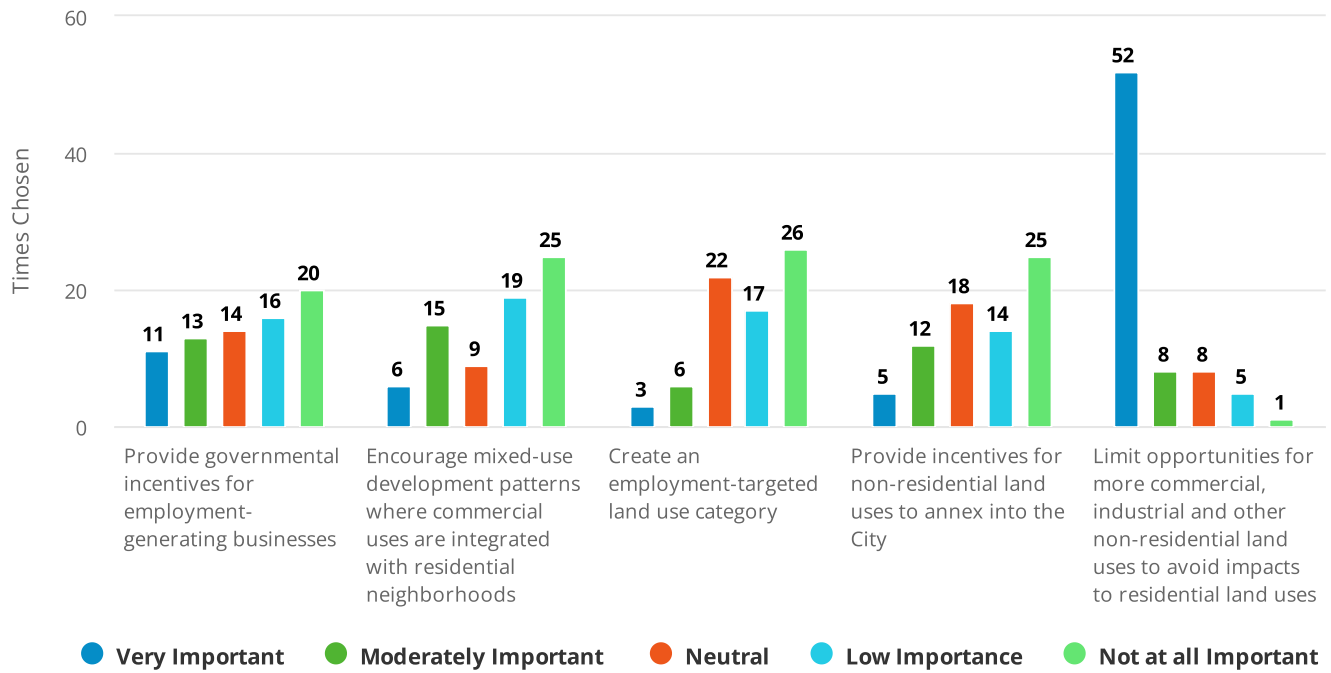
Number of responses: 74



9) Over the next 20 years, how important are the actions that Belle Isle takes when addressing needs for commercial land uses

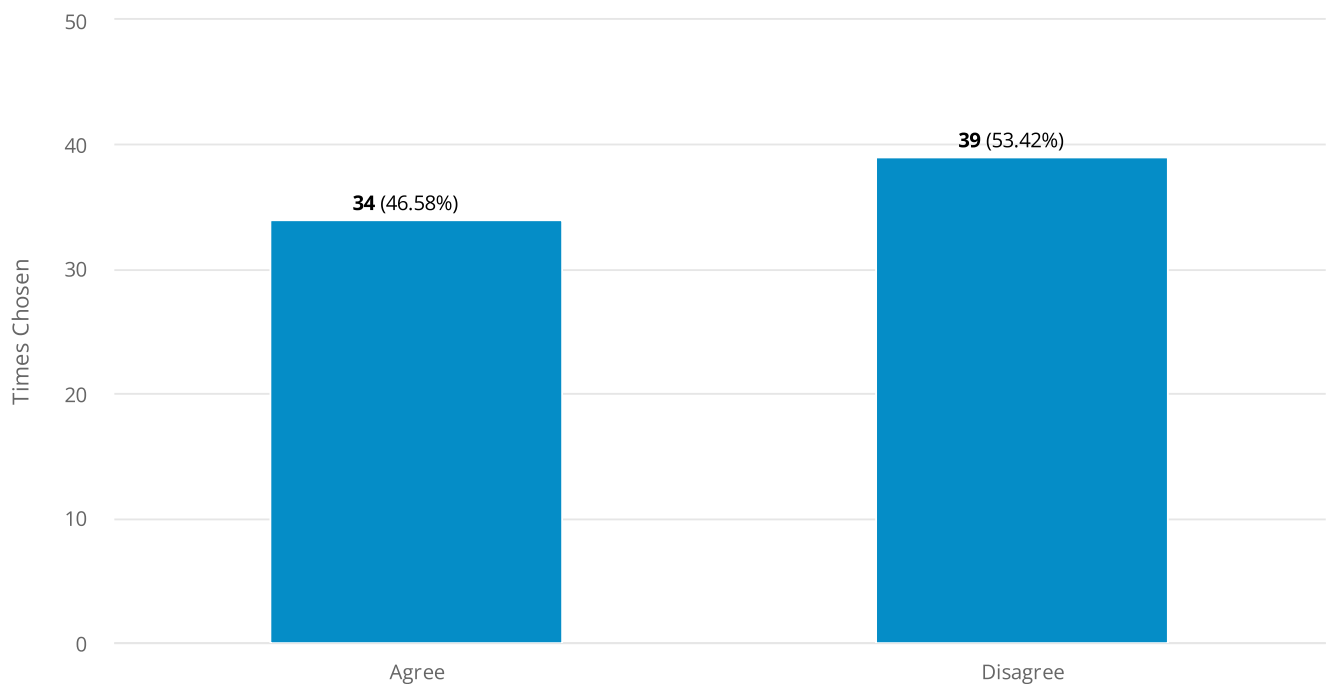
e.

Number of responses: 74



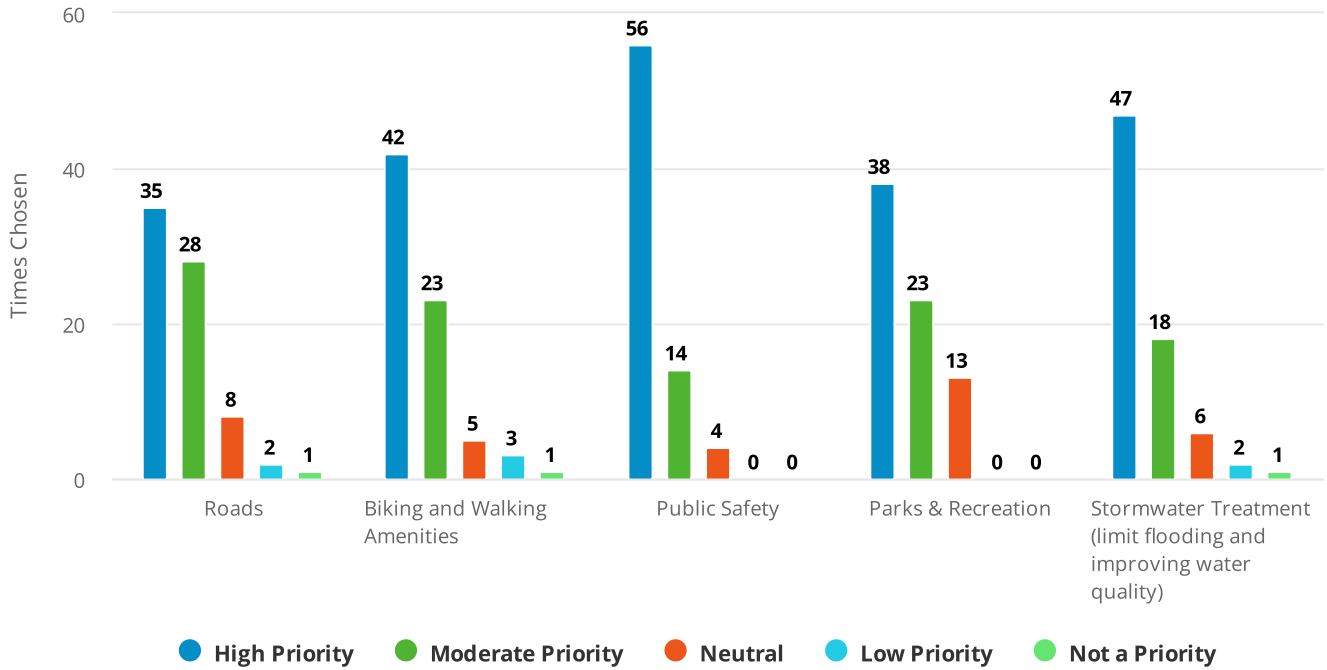
10) The City's population growth is projected to increase from 7,032 to 7,747 by 2040. Given the lack of available vacant land in the City, should the City consider alternative housing options such as Accessory Dwelling Units and other Multi-Generational Housing.

Number of responses: 73



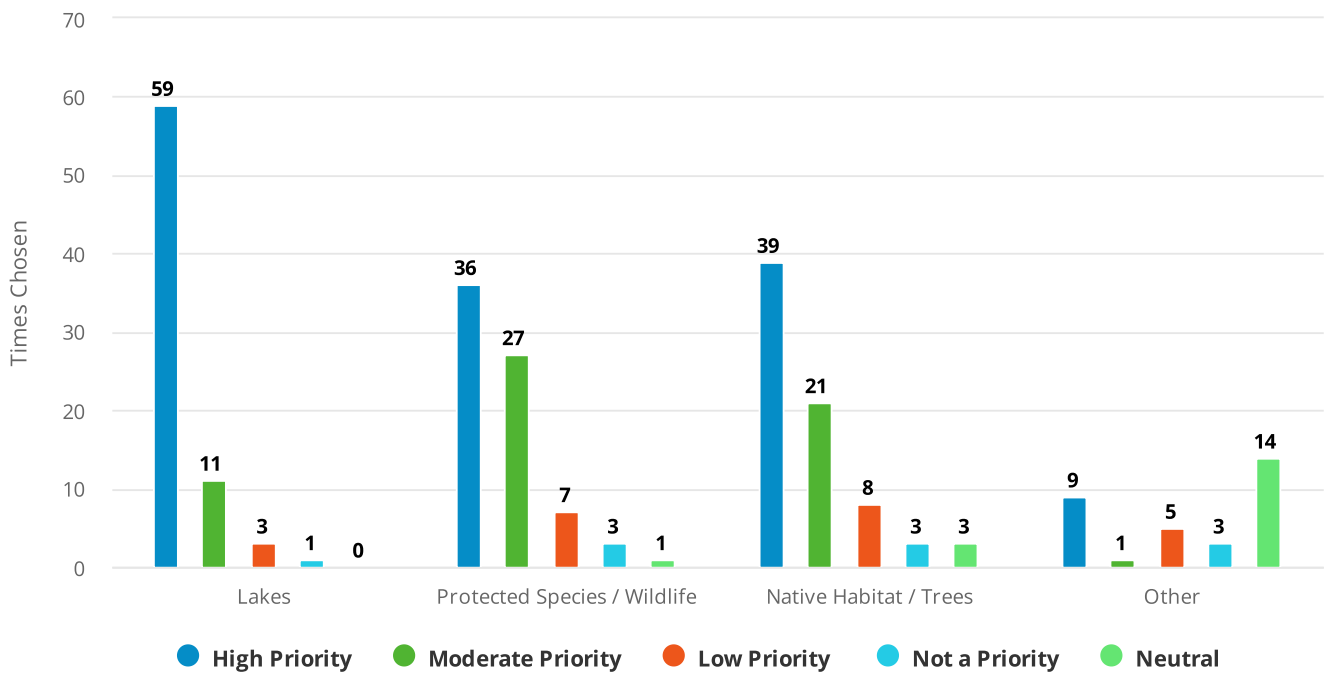
11) How should the City of Belle Isle prioritize improving or expanding infrastructure over the next 20 years? e.

Number of responses: 74



12) What should the City of Belle Isle prioritize as it's greatest environmental asset?

Number of responses: 74



If you indicated "Other" in the previous question please specify here:

Number of responses: 10

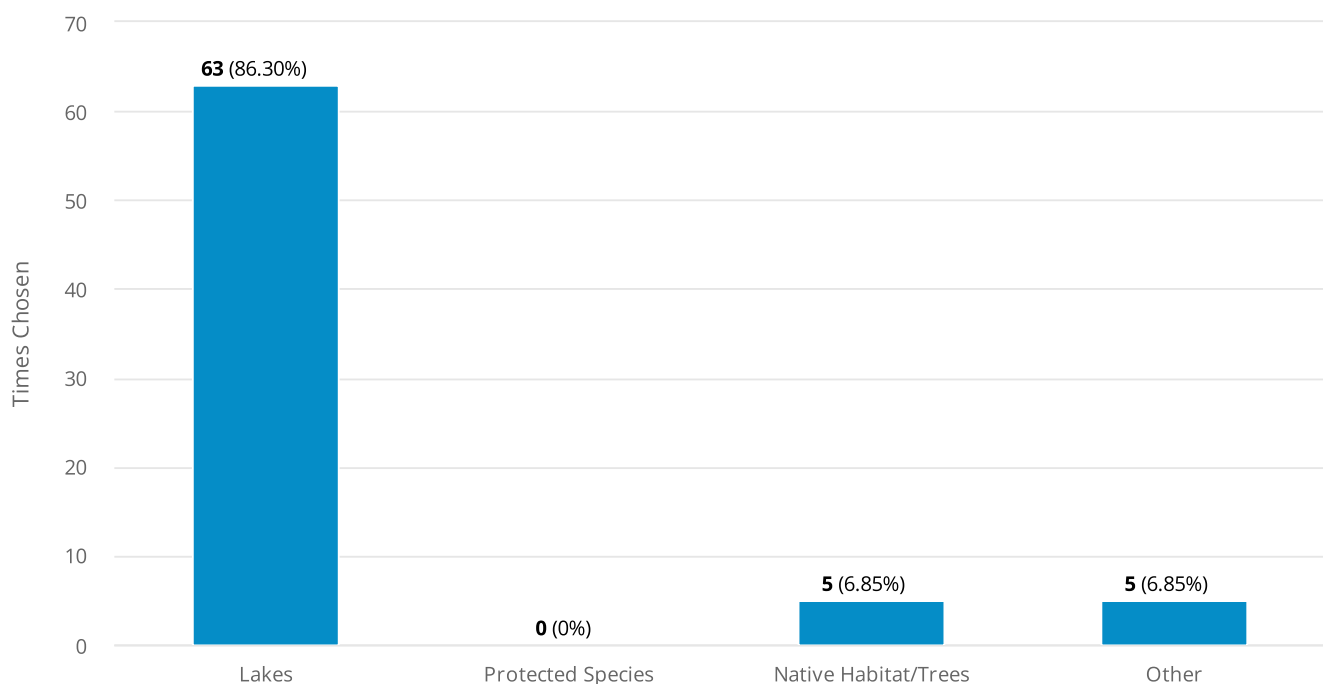
Text answers:

e.

- keeping Belle Isle a residential community.
- Encourage native landscaping and less grass yards
- Protect and promote Florida native plants
- Noise control (from airport)
- Fix Hoffner! How is this not the highest priority!
- Noise pollution from County businesses and raves
- Safety laws regarding Golf Carts.
- This section is labeled "other"
- Florida Native landscaping incentives.
- speeding bicyllcke stopping at stop signs

13) What do you think is Belle Isle's greatest environmental asset?

Number of responses: 73



If you indicated "Other" in the previous question please specify here:

Number of responses: 5

Text answers:

Charm of old live oaks and lakes combination

Its sense and feeling of a tight community.

pp

Crime staying low

Lake Conway Nav Board

14) If you would like to be added to our e-mail list for distributions of meeting notices, future surveys, and other updates for this project, please leave your e-mail information below.

Number of responses: 25

Text answers:

nichole@totalseptic.com

anitasacco@aol.com

captirish@aol.com

sgwfl1@gmail.com

cschrysen@gmail.com

evanstwins@cfl.rr.com

allen.w.gatlin@gmail.com

ben_polk@icloud.com

joelshear@gmail.com

stephen@1thrd.com

NICHOLE@TOTALSEPTIC.COM

bigfrank@vertolli.com

karenann.davenport01@protonmail.com

peterbanderson@hotmail.com

iamschakera@gmail.com

dina.goodenow@me.com

jotto4@cfl.rr.com

charlynecross@crl.rr.com

dgtucci@gmail.com

jcculinaryconcepts@gmail.com

Lsteinard1@gmail.com

nathin.davenport@gmail.com

mweston81@gmail.com

jww4156@gmail.com

planner@belleislefl.gov

15) Please provide COMMENTS / FEEDBACK on any aspect of growth/development in Belle Isle that should be included in this community planning project.

Number of responses: 30

Text answers:

Stop cutting down all the trees to build little apartment complexes. We are a bird sanctuary, I'm sure this will change in the near future. We are right next to the airport, we have enough industry near us.

The City is becoming surrounded by densely-populated multi-family dwellings that are adversely affecting traffic and quality of life. The City is almost built out; within Belle Isle's boundaries little undeveloped land remains. We should not be sucked into the philosophy of allowing these types of housing units in order to secure regular Orange County or Federal governmental funding.

Need wider sidewalks and more of them.
Make this the highest priority.

Use city parks and green space (Wallace Field) as examples of using native landscaping along with environmentally sustainable practices (no cypress mulch, no rubber mulch, no pesticides, etc.). Erect signs explaining the beneficial uses of the native plants in the community (FL Native Plant society as a valued resource guide) and even perhaps encourage some community gardening in raised bed areas in some of our parks getting some local gardeners and school kids working together.

Update landscaping to encourage or require Florida native landscaping and require Florida Friendly landscaping. Prohibit invasive plants from new development.

Belle Isle is a beautiful, unspoiled area of town. It is a nice mixture of million dollar mansions, and cottages. Unfortunately, many older homes in the area need serious attention regarding maintaining lawns and structures. Nela Avenue has a few and Matchett has a few also. There is one older home on Nela with a circular drive. 5-6 cars parked there, and enough vegetation to cover the entire house. It looks like a haunted house. Can code enforcement help these folks clean up their properties?

Walkers and bike riders need a safe place to walk/ride. Non-resident and possibly resident commuters drive too fast, are distracted by phones and there's no safety barrier between sidewalks and roadways.

There is no room for more traffic or low income housing

Belle Isle needs to pair with orange county about the speeders on Gondola, the way the property on McCoy looks on the Bear lake side all overgrown with potatoe vine & woods, uncut grass & curb grass, all very unkept & looking ignored

Focus should be on controlling crime and infrastructure for all the apartments being added. Do not add any more housing options as our roads do. It allow for more traffic and people on them.

We do not want increased low income housing. We do not want more warehouses. Public safety is a major concern.

No more industrial; address and reduce disregard of residents quality of life and safety impacted by the noise from loud music after hours in commercial area and motorcycle gangs violating laws (ie: improve partnership with county law enforcement to stop the negligence and lack of respect of authority and laws, safety of other

continue investment in charter school and breakdown barriers with school district on limited use of old Pine Castle ES as well as the never ending debate on Wallace Field for a school use. Make sidewalks on Hoffner safer and wider with barrier from roadway where no green space is between the two (curves between the lakes); improve the appearance of Regal Park (lack of water for landscaping and trees due to broken water system — used to be a nice shaded area and now full of dirt and weeds where grass used to be and trees and shrubs are dying.

Just something to consider, obviously growth is needed and a stagnant community will eventually be a dead community but I believe it is highly important to foster that growth with a sense of culture and community. Growth at that expensive is actually a net loss.

The city needs to address Hoffner road. The increasing amount of housing projects close to the city is only going to increase the amount of traffic on what is a low priority road to the city. The side walks suck, the lighting sucks, the landscaping and street scape is non existent. Not a sufficient amount of cross walks, no barriers between the sidewalk and road which our less then a foot apart with ever increasing distracted drivers. Keep focusing on the Nela side Belle Isle and forget about your residents on the other side of the lake. I'd gladly annex into the city of Orlando and payer higher taxes as I know there would be a possible chance to address these issues. Not with Belle Isle though, thanks for nothing. Oh wait you patched the side walks...cool.

TOO MUCH BUILDING OF APARTMENTS WHICH ADDS TRAFFIC LIGHTS, BUT NO ROAD WIDENING IS HAPPENING OR NEW SIDEWALKS BEING BUILT.

Definitely don't need more warehouse space given there is so much currently in progress near the airport. Coming from a state that is being overtaken by warehousing where we watched communities be destroyed by commercial warehousing and vacant buildings. Prefer not to see more rental spaces. Belle Isle has a community feel and the focus should be to keep the quite, safe community feel.

- 1) What are the plans to provide sewer service
- 2) Development along orange avenue causing greater flooding
- 3) noise pollution from places like Casa Vieja and warehouse rave parties on Sand Lake Road
- 4) noise ordinances for boaters on the lakes with huge speakers

Traffic control - Hoffner

I love Belle Isle but it seems the people coming in lack the respect of the area.

This survey was very generic and did not capture the character of Belle Isle. It did not address the grow issues impacting Belle Isle. It did not address the road congestion. It did not directly address the BIPD. It did not address Cornerstone Charter Academy. Industrial and multi family dwellings do not fit with the character of Belle Isle.

With all of the new developments going up, traffic flow and road improvements are essential.

I couldn't choose 2 but I think trees and lakes are both major environmental assets of the city. Both deserve highest priority. We also need some good community areas with good restaurants and shops (not tattoo parlors or nail shops) where people can come together and socialize. The 4 corners area is a perfect location for that but there is nothing enticing in those strip malls to bring people together. Need to create an area like

Windermere or college park has where there is a draw and people can take their golf carts. Community pride Keep the big semis off hoffner..... they are very degrading to the area and they need to be ticketed. Before they will stop.

People have been buying up houses but not for themselves and nobody knows who they are renting to. One house 5 not Related people just individuals who do not speak English. That could be a safety issue for the Neighbor hood. Datwyler always knew our neighbors. Now there's people living here that no one knows and they don't even speak English. I am not against anyone Having the right to where they want to live but there should a better way of finding out who your neighbor is. I just found out the other Day that we know longer have an association. No Communication. For whatever it's worth . Also Dot (who was great) as a code Enforcement person, when she left we get the police as our code enforcement. I had to learn that from a neighbor, not Belle Isle..We rarely see the Belle Isle police patrolling at all here. They are parked all over though trying to catch speeders. When we had A Great Police Dept. B-4, always patrolling in our area too. One police man rang my bell at 400 am because one had been trying to break into my car. The same week they caught two guys trying to break into two cars on our street. Now we see no Police unless a neighbor calls them because someone hadn't mowed their lawn .The neighbor had his lawnmower when the officer pulled into his yard the officer just backed out and left. Sorry this is so long and I know nothing will come of it. A great police dept. b-

Belle Isle has historically been a small bed room community. We should plan our future growth to continue that. Annexation to solve spending problems is not a solution.

Don't approve growth projects that are anything other single family homes in primarily residential zones areas. Our roads and resources are already stretched beyond capacity from both Orlando and Orange County approving any and all projects.

The city of a Belle Isle is currently completely developed in my opinion. We are lacking competence within city counsel. Action by law enforcement to address many of the issues that have been going on for years. Although we live in orange county and should be able to use orange county for permitting and inspections, we are forced to use an incompetent third-party private provider in order to increase revenue for the city at the expense of the residents. In general, and in order to improve anything related to this survey, we will need competent people at City Hall.

I am a big believer in no one owning the land surrounding any body of water. All lakes oceans and rivers should have 100% public access.

We have limited space and that is probably a good thing. Watch increasing population by scaling vertically, it will lead to infrastructure issues that we are not able to overcome given our geography. Modernization incentives would be nice like solar sponsored by the city that we can trust.

Would like to see more beautification, to include parks and trails. If there are open lots within the community, the city should consider buying for parks. Add boat parking for Venetian Park only available to Belle Isle residents with permit.

Increasing the sidewalk width (golf carts and shared usage for bikes and pedestrians) and incorporating trails and walking / biking spaces where we can would be nice, but I understand space is limited. Annexation of areas near Orange and Hansel to control growth and types of business should be on the table. South Orange Ave is mostly blighted with used car dealers and ugly spaces. Work with Edgewood to bring retail and restaurants to the area. Look at how Curry Ford area has changed with the "Hourglass" designation. We have too many vacant and run down areas.

We should avoid putting apartments and multi-family housing that are medium or high density since it doesn't fit the community. We cannot support the additional traffic. Townhouses would be fine, but in a smaller footprint.

Hoffner Ave needs more traffic enforcement. Illegal passing and speed has been bad over past couple of years. Would like to see better use of the right of way easements for storm water drainage infrastructure (not ditches). In addition, add traffic calming but with beautification such as trees and Florida foliage. I would be opposed to "on-road" bike lanes in preference of wider sidewalks designed for golf carts, bikes, and pedestrians.

Lastly, make use of our existing parks with some fun events. Warren Park could be a fun place for a food festival, beer festival, etc. Usually there will be small events or something at CCA, but many aren't geared toward empty nesters or folks without kids. We need more events that childless folks can enjoy as well.

Thanks for listening. :)

How many more surveys do we have to fill out and see us still trying to figure out what to do with wallace park after what 6 years at least? the COBI is so ass backwards on so many things.. Do something, listen to the residents and let people live their lives..