



# city council agenda

## **Agenda** **September 12, 2019 \* 6:30 PM** **City Council Budget Hearing** **City Hall Chambers 1600 Nela Avenue**

Nicholas Fouraker Mayor	Kurt Ardaman City Attorney	Bob Francis City Manager	Ed Gold District 1	Anthony Carugno District 2	Karl Shuck District 3	Mike Sims District 4	Harv Readey District 5	Jim Partin District 6	Sue Nielsen District 7
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## Welcome

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at [cityofbelleislefl.org](http://cityofbelleislefl.org).

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Commissioner Sue Nielsen - District 7
3. First Budget Hearing (60 minutes)
  - a. Proposed Budget at a Glance FY 2019-2020
  - b. Proposed Fee Schedule
4. Consent Items (15 minutes)
  - a. Approval of the City Council meeting minutes - August 6, 2019
  - b. Approval of the City Council Special Called Session minutes - August 30, 2019
  - c. RESOLUTION 19-11 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, CREATING A CITY SOLID WASTE AND RECYCLING ADVISORY BOARD
  - d. RESOLUTION 19-12 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN INCREASE IN THE ANNUAL NON-AD VALOREM SOLID WASTE COLLECTION ASSESSMENT AND providing an effective date.
5. Citizen's Comments
 

**Persons desiring to address the Council MUST complete and provide to the City Clerk a yellow "Request to Speak" form located by the door.** After being recognized by the Mayor, persons are asked to come forward and speak from the lectern, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff or audience. **Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes.** Questions will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you.
6. Unfinished Business
  - a. **ORDINANCE NO. 19-06 – FIRST READING AND CONSIDERATION - AN ORDINANCE GRANTING JJ'S WASTE AND RECYCLING, LLC, AN EXCLUSIVE SOLID WASTE AND RECYCLING COLLECTION SERVICE FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF CERTAIN PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (15 minutes)**
7. New Business
  - a. Approval to donate \$500 sponsorship to Pine Castle Historical Society Chilli Cook-off (10 minutes)
8. Attorney's Report
9. City Manager's Report
  - a. Issues Log (15 minutes)
  - b. Chief's Report (10 minutes)
10. Mayor's Report
11. Council Report
12. Adjournment

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"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 111



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

**Meeting Date:** September 12, 2019

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

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

**Subject:** Budget Hearing

**Background:** The TRIM (Truth in Millage) Bill, enacted by the 1979 Florida State Legislature, requires two (2) public hearings on the proposed budget and millage. This is the first hearing of 2 mandatory hearings for the City Budget. The citizens of Belle Isle have the opportunity to express their sentiments at any of the meetings.

At this hearing, the taxing authority:

- Amends the tentative budget
- Re-calculates the proposed millage rate
- Publicly announces the percentage, if any, by which the re-calculated proposed millage exceeds the rolled-back rate
- Adopts a tentative millage and budget

Once the budget and millage are approved, they are formalized by the reading and enactment of three resolutions at the 2<sup>nd</sup> hearing.

The objectives used in developing this budget were to submit a balanced budget to the City Council; to do the best job possible of maintaining current excellent levels of service to the community in the most equitable and efficient manner possible; and to be prudent in our revenue estimates while, at the same time, be cautiously optimistic overall. The City's management team has put together an operating and capital expenditure plan that addresses the City Council's priorities while fulfilling the service requirements of the people who live, work, and play in our community.

The General Fund Budget Ad Valorem tax rate is 4.4018, the same as the previous eight fiscal years. No millage rate in 9 years; \$10 increase to stormwater last year and \$36 increase in garbage. A total increase to residents of \$46 dollars in 5 years (last increase was stormwater in 2015) is pretty good considering other municipalities have raised their millage rates at least twice, some a third time in that same timeframe, and considering what the City has been able to accomplish over the past 3 years.

Also, as part of this hearing, the Council will be discussing the consolidated fee schedule. It is commonplace in many local governments to consolidate the fees and fines in one document so it is more convenient for the residents to find what fees they may be paying for City services. This fee schedule is also easier for the City Council to review fees on a periodic basis to

determine if any fees need to be changes. The Council adopts a resolution when changing fees and not an ordinance.

a.

**Staff Recommendation:** Consider any adjustments to the budget and/or fee schedule. Adopt the tentative millage rate and tentative FY2019-20 budget

**Suggested Motion:** I move that we adopt a tentative millage rate for ad valorem taxation of real and tangible personal property within the City of Belle Isle for FY2019-20, at the rate of 4.4018 mills (\$4.4018 for every \$1,000 of assessed valuation) upon the assessed valuation of property within the corporate limits of the City of Belle Isle, Florida and the tentative FY2019-20 Annual Budget .

**Alternatives:** Direct staff to make budget changes for the tentative millage and budget.

**Fiscal Impact:** TBD

**Attachments:** Budget Message  
Draft Budget  
Proposed Consolidated Fee Schedule



## CITY OF BELLE ISLE, FLORIDA

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Belle Isle, Florida 32809

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[www.cityofbelleislefl.org](http://www.cityofbelleislefl.org)

August 6, 2019

Honorable Mayor, Members of the City Council, and Citizens of Belle Isle:

I am pleased to submit the Fiscal Year 2019-20 Preliminary Operating and Capital Budget in accordance with the City Charter.

The objectives used in developing this budget were to submit a balanced budget to the City Council; to do the best job possible of maintaining current excellent levels of service to the community in the most equitable and efficient manner possible; and to be prudent in our revenue estimates while, at the same time, be cautiously optimistic overall. The City's management team has put together an operating and capital expenditure plan that addresses the City Council's priorities while fulfilling the service requirements of the people who live, work, and play in our community.

As presented, this represents a balanced budget for the upcoming fiscal year without raising property taxes. Although the Council may have wanted to consider raising the millage rate this year, the City is required to certify the taxable value and proposed millage rate to the County by August 4<sup>th</sup> of each year. This prevented the City from increasing the rate for this year; however the City can continue to discuss a rate increase for the FY20-21 year. This budget calls for new revenues in the form of franchise fees for electrical utility and solid waste collection. Collecting franchise fees and dedicating them to right-of-way maintenance will reduce the expenses in the General Fund. The City also expects to receive the remaining \$990,000 in reimbursements for expenses from FEMA for Hurricane Irma that is currently being held up by Florida DEM. The other way that we are reducing pressure on the General fund is to account for expenses in the fund in which they occur. Certain employees have 100% of their salary and benefits paid by the General Fund but they do work in other funds. By accounting for expenses in the correct fund, it gives a more accurate accounting of expenses in the fund. For example, The City Manager, Finance Director, and public works provide services to storm water and the charter school; however the amount of time they spend in these other areas is not expensed to that fund. This budget distributes those costs to the other funds based on a percentage of time spent in those funds.

Last year (FY2018-19), as in the years before, the City continued to play “catch up” with its infrastructure. We have repaired and replaced much needed infrastructure and equipment that was in very poor shape; we completed projects that will benefit the citizens for years to come; we continued to fund many one-time projects that should have been completed years ago; we provided for the safety and security of our residents; we increased the number of police officers and public works staff which has greatly enhanced public safety and allowed us to make necessary repairs to our infrastructure; we hired a part-time social media person which has allowed the City to communicate better with its residents; we started to live stream Council meetings and even though there have been some problems in live streaming, we will have the right equipment next year to provide better quality; and we have put policies and safeguards in place that will continue to make us fiscally sound for many years to come. All city employees need to be commended for the accomplishments that we have done this past year by providing the highest level of service to the community.

Flooding problems, sidewalk and street replacements, and maintenance at the charter school continue and will be the focus for this fiscal year. This past year, the City paved 2.5 miles of streets in District 5 and District 3. This included installation of raised crosswalks on Nela Avenue at City Hall and at Matchett Road which will help with pedestrian safety in these areas. The City completed stormwater projects at Lake Conway Shores and Wind Drift Road and completed rehabilitation of stormwater pipes at St. Moritz and Jade Circle. The HVAC project was completed at the charter school for both the middle and elementary school buildings. The City has completed fountain at the roundabout at Nela Avenue and Lake Drive, although the project took longer than expected to complete

This budget maintains the current level of service from FY18-19; however in a few areas the services will be enhanced. We will continue to increase the marine patrol to provide more visibility on the lakes and as we did this past year, we will continue to increase patrols on Hoffner Avenue. As part of this budget we will also be investing in the use of Red Light Cameras and License Plate Readers. The staff will also be continuing to look at:

- Annexation (mostly on the eastern edge of the City)
- Improved Storm Water Drainage (Gene Polk Park drainage and St. Partin)
- Traffic Calming and Ped Safety (Lighted crosswalks and red light cameras)
- City Parks (Replace deck at Swann Beach; develop Cross Lake Beach; repair Gene Polk Park)

The budget is balanced with revenue from ad valorem and non-ad valorem taxes (franchise fees, state shared tax receipts; solid waste collection fees; fees for stormwater management; reimbursements for law enforcement; development and review fees; and an appropriation from the GF fund balance).

As a quick overview, here is the preliminary budget for FY19-20 for all funds compared to the FY18-19 amended budget (minus reserves):

FUNDS	REVENUES		EXPENDITURES	
	FY 18/19 AMENDED	FY 19/20 PROPOSED	FY 18/19 AMENDED	FY 19/20 PROPOSED
<b>General Fund</b>	6,463,799	7,200,925	6,832,590	7,002,356
<b>Transportation Impact Fee Fund</b>	1,000	4,000	0	120,000
<b>Stormwater Fund</b>	362,950	371,000	500,200	635,588
<b>LE Education Fund</b>	2,500	2,500	8,200	8,200
<b>Charter Debt Service Fund</b>	1,148,500	1,148,500	1,377,224	1,228,568
<b>Equipment Replacement Fund</b>	27,000	62,000	0	10,000
<b>Right Of Way Fund (New)</b>	0	484,000	0	400,000
<b>TOTALS</b>	<b>8,005,749</b>	<b>9,272,925</b>	<b>8,718,214</b>	<b>9,404,712</b>

**GENERAL FUND PRELIMINARY BUDGET**

The General Fund provides 77% of the total operating budget for all governmental funds. The total preliminary General Fund budget is \$8,305,275, an increase of \$368,335 (4.64%) from the current year amended budget.

**FINANCIAL OUTLOOK**

General fund revenues will remain relatively flat for this next fiscal year. There should continue to be slight increases in Sales Tax, State Shared Revenues and Property Tax; building permit fees we expect will increase with the building of a new hotel and a significant expansion of another hotel; franchise fees, should the Council adopt collecting franchise fees will be transferred to a new restricted fund for the maintenance of City ROW. The City will also look at like services provided by other governments and try to partner with those entities for shared services or to share projects. The City staff will also research and compete for grant funding from state, federal and private sources. The City reestablished itself in MetroPlan Orlando and continues to strengthen its partnership with Orange County. Doing so will provide the City with additional resources to continue to provide necessary services to the community at lower costs.

The Stormwater Fund does not have the stability that is in the General Fund. The concern is that the revenues coming in to the Stormwater Fund just do not keep pace with the expenses in the fund. The reason is that the City is spending more to replace infrastructure than to maintain and repair it because no significant projects were done in the stormwater infrastructure in the past years. Corrugated metal pipes continue to collapse due to age or are in such a condition that we are “slip-lining” many of them. The City is still dealing with 2-3 collapses every year. This is better than it was but we still have a ways to go. The City raised the stormwater assessment by \$10/EDU last year, which has helped, but we still have a ways to go. The flooding at Lake Conway Shores and Wind Drift Road were resolved this past year; however, we still have major issues at St. Partin Place, Seminole Drive at Daetwyler, Nela Avenue, Hoffner Avenue, Barby Lane, and Homewood Drive. These problems have existed for

years but eventually they will be resolved. This past year, the City staff reviewed the non-ad valorem tax roll for storm water and discovered some developed properties were not being charged the storm water assessments. We found about 40 residences that we will be submitting to Orange County for collection of back non-ad valorem taxes. This is not a continuing revenue stream for storm water and the City Council should consider a 3-5 plan to incrementally increase the storm water rate until the infrastructure is repaired, replaced and being maintained properly. Due to other priorities, the staff was not able to present a multi-year plan, but will endeavor to do so this year.

### **HIGHLIGHTS OF THE PRELIMINARY BUDGET**

The FY19-20 preliminary budget contains funding for on-going services to the community.

The following reflect some of the highlights and assumptions regarding the budget:

#### General Fund

- Millage to remain at 4.4018
- Increase in non-ad valorem tax for garbage; non-ad valorem remains at \$110/EDU
- Increase in Franchise Fees for Electric and Garbage for ROW Maintenance
- Increase in Fines with the additional of Red Light Cameras
- Budgeted amounts for the City's share of employee retirement cost are affected by:
  - City increase of 2.0% of Police employee retirement
  - City increase to 2.0% of non-uniform employee retirement
- Budgeted amount of 3% for all employees (City Manager will not receive 3%)
- A 8.7% increase in health insurance and 3.9% increase in dental insurance
- Reduction of Salaries and Benefits as they are accounted for in Stormwater Fund and Charter Debt Service Fund
- Total of \$602,000 transfer to Equipment Replacement Fund; ROW Fund (new) and Charter Debt Service Fund

#### Transportation Impact Fees

- Traffic Improvements - \$120,000

#### Stormwater Fund

- Stormwater Maintenance increase to \$70,000
- Salaries and Benefits included for work done in this fund

#### Charter School

- Receipt of \$150,000 from GF for CIP Plan
- Roof Repairs to Field House and Middle School and Replacement of the Field House HVAC

#### Capital Improvement Plan

- General Fund - Equipment
  - City Hall \$10,000 (Communications – New Server)
  - City Hall \$10,000 (Emergency Generator)
  - City Clock at Shopping Center \$15,000 (Repair Clock Face/Elevate)
  - Police Department \$8,000 (Communications - New Server)
  - Police Department \$10,000 (Communications – Radios)
  - Public Works \$15,000 (Holiday Decorations)
  - Public Works \$7,000 (Sidewalk Grinder)
  - Public Works \$10,000 (Mini-Excavator)
  
- General Fund – Projects
  - Park Improvements \$348,000 (Gene Polk Park washout, Swann Deck, Trimble Fountain, Cross Lake Purchase, Wallace Field Design)
  - Trentwood Chicane \$25,000
  - Nela Bridge Repair \$37,000
  
- Stormwater Fund – Projects
  - St. Partin Drainage \$150,000
  - Gene Polk Park Drainage \$200,000
  
- Charter School – Projects
  - Finish HVAC replacement \$300,000
  
- ROW Fund – Projects
  - Street Resurfacing & Curbing \$350,000
  - Sidewalk Replacement \$50,000

**REVENUES**

**Taxes and Fees**

Revenue projections are based on historical data and financial forecasts provided by City staff, Orange County Tax Department staff and the Florida League of Cities for state shared revenues.

**Ad Valorem Taxes**

The proposed property tax rate for FY2019-20 remains unchanged at \$4.4018 per one thousand dollars (\$1,000) of assessed value. The current year taxable value for property in Belle Isle is \$794,985,303 (8.7% increase). The total budgeted ad valorem revenue, \$3,324,398, is \$266,066 (8%) more than the current year’s budgeted tax receipts and is based on the total valuation of property for purposes of taxation, the general economic environment, and a collection rate of 95%. The impact of the economic climate on the real estate market has resulted in a continued modest increase in property values.

**Non-Ad Valorem Taxes**



Other major source of General Fund revenues are in the form of non-ad valorem taxes including garbage tax. Also considered non-ad valorem are the gas tax, utility tax (electric) permit fees, franchise fees, state shared revenues, charges for services (solid waste), fines, and other miscellaneous revenues. Combined, these revenues make up \$3,876,527 or 53.8% of the General Fund Revenues. This past fiscal year has been a continued cleaning up and catching up on delayed projects, extending deadlines for state requirements, and writing of internal policies and procedures that were not previously in place which cost the City time and money.

**Fund Balance Appropriated**

The City maintains an unappropriated fund balance of approximately 15%. There is a delicate balance between maintaining a healthy reserve and allocating the necessary funds to maintain systems; however a normal fund balance should range between 15-20% of the operating budget.

**General Fund**

The proposed General Fund budget is \$8,305,275, a 4.6% increase from the FY 2018-19 budget of \$7,936,940. The increase is mostly due to the increase in the non-ad valorem tax for franchise fees and transfers to other funds.

Other major sources of revenue are considered non ad valorem taxes and consist of State Revenue Sharing, Franchise Fees, Local option Gas Tax, and Utility service tax for Electricity, Permit and Special Assessments, grants, charges for services for solid waste, public safety, fines, and miscellaneous revenues.

The Chart below depicts the breakdown of various revenue types and compares FY2018-19 to the FY2019-20 budget (minus Reserves).

<b>Revenue</b>	<b>FY 18/19 AMENDED</b>	<b>FY 19/20 PROPOSED</b>
Ad Valorem Taxes	3,058,392	3,324,398
Local Option Taxes	235,000	232,000
Utility Service Taxes	154,000	154,300
Communications Services Taxes	212,777	196,884
Other General Taxes	12,000	12,000
Permits, Fees, and Special Assessments	136,650	139,400
Franchise Fees	25,000	484,000
Federal and State Grants (OCPS SRO)	56,250	0
State Shared Revenue	1,452,566	1,552,065
Charges for Services	616,668	650,000
Public Safety (CCA SRO)	63,750	66,378
Judgements, Fines, and Forfeits	17,721	368,000
Miscellaneous Revenue	92,015	21,500
<b>TOTAL REVENUES</b>	<b>6,132,789</b>	<b>7,200,925</b>

### **Stormwater Fund**

Charges for Stormwater fees are assessed by the appraiser at Orange County in units and applied at \$110/unit. Even though the rate was increased, our storm water infrastructure still needs major repairs and replacement. It will be necessary to raise storm water fees next year.

### **Charter School Debt Service Fund**

Revenue for this fund is derived from rent revenue received from Cornerstone Charter Academy and is based on the student enrollment count. This year, the count is anticipated to be 1,471. Each student is assessed \$700 which brings the total rent to \$997,500.

## **EXPENDITURES**

### **General Fund**

The General Fund is used to account for all expenditures that are not restricted to specific purposes or otherwise required to be accounted for in another fund. General fund dollars are used to support such City services as police, public works, as well as planning, and administrative support services. Services and programs currently budgeted have been maintained. In addition, funding is included for completion of the City-wide Traffic Circulation Study, continued updating and rewriting of the City Code of Ordinances, Land Development Codes, and Comprehensive Plan, and replacement of equipment in the Public Works Department.

### **Police**

The Belle Isle Police Department promotes public safety through service, integrity and professionalism and in partnership with the community and other governmental agencies to:

- Prevent and deter crime
- Enhance the safety of the traveling public through education and enforcement
- Safeguard property and protect individual rights
- Improve the quality of life of those the department is entrusted to serve.

The department consists of nineteen full-time certified police officers who are dedicated to keeping the citizens of Belle Isle safe. The force is comprised of one Police Chief, one Deputy Chief, two Patrol Sergeants, one Detective Sergeant, two Corporals, twelve Patrol Officers (three of which are marine patrol), one School Resource Officer one Community Service Officer, and five Crossing Guards. The School Resource Officer is primarily funded by the Cornerstone Charter Academy.

Belle Isle police officers are on duty 24 hours per day, seven days a week, every day of the year. Officers participate in continuous training to maintain their law enforcement skills, Florida Department of Law Enforcement certifications and to ensure they are up to date on the ever-changing state, federal and local laws. The Belle Isle Police Department contracts with the Orange County Sheriff's Office Communications Division to provide dispatching services for our officers. Our

Department works closely with the all law enforcement agencies in Central Florida and has current Memorandums of Understanding (MOU) with all agencies in Orange County and the Florida Department of Law Enforcement.

Over the past few years, the department has undertaken additional responsibilities without increasing staff. Four Belle Isle patrol officers are also certified Marine Patrol Officers. They work part-time in partnership with the Orange County Sheriff's Office Marine Patrol Unit and the Florida Wildlife Commission to patrol the Conway Chain of Lakes and enhance the safety of all residents and visitors through education and enforcement. The Department participates in and/or sponsors numerous community events and safety campaigns including: Boater Safety Courses, Life Saver AED classes, Lake Conway lake cleanups, national traffic safety campaigns, annual DEA Drug Take Back Program, Senior Car Fit and Child Safety Car Seat services, Senior Watch Program, Vacation House Check services as well as providing security services for a variety of businesses and events throughout the year.

### **Expenditures in Police**

Projected operating expenditures for the Belle Isle Police Department are \$32,868 more than current year budget. The City and County are still negotiating for the County to transfer another boat to the police for lake patrols.

### **Public Works Services**

The Public Works Department ensures the health, safety and public welfare of the community by managing and maintaining infrastructure and coordination of the maintenance of other infrastructure in the City. Services also include maintaining streets, government facilities and public lands including the city's park and greenway system, performing safety inspections, and staffing public events. The Department consists of 3 employees: 1 public works manager, and 2 public works technicians. In partnership with other agencies and through contracts, services also include solid waste management including trash and recycling collection, tree debris and limb collection, street sweeping and streetlights.

### **Expenditures in Public Works**

The proposed Public Works Dept. budget decreases \$177,625 primarily due to accounting for personnel expenses for working in this fund when in the past all personnel expenses were accounted for in the General Fund. Capital outlay for equipment includes purchase of a sidewalk grinder and mini-excavator which will reduce the dependence on contractors for small excavations. Orange County continues to provide the majority of street sweeping services to the City as part of the lake Conway Navigation Advisory Board budget.

### **Planning and Zoning**

The City's Planner works with issues of public interest in Belle Isle and the surrounding area that relate to short term and long term land use, transportation, zoning, comprehensive plan, and environmental concerns. This is a contracted position. In addition, the Planner provides technical assistance to the City Manager, P & Z board, and the general public in matters relating to the physical and strategic growth of the City. The Planning Department is further involved in

the development, administration and enforcement of a wide variety of development ordinances (zoning, signage, subdivisions, watershed protection, floodplain prevention, etc.).

**Expenditures in Planning and Zoning**

As this is a contracted position, the proposed budget for this department remains the same. The contract for the Planner is \$5,000/month.

**Other Departments in General Fund**

**Governing Board**

These departments are budgeted approximately \$17,682 less than the current budget primarily due to the reduction in travel and per diem and the Strategic Planning Session that was directed by Council which was completed this fiscal year.

**Administration**

This department is budgeted approximately \$87,543 less than the current budget due to allocating for personnel expenses to the Storm Water Fund and Charter Debt Service Fund.

**General Government**

This department is budgeted approximately \$4,102 more than the current budget primarily due to the increase in the Fire Services payment. The City recently approved an agreement with Orange County Fire Service to continue with the same funding formula for the next 10 years.

**Capital Expenditures**

\$484,000 transfer of franchise fees to the new ROW Fund; and \$150,000 to go to the CCA CFP to pay back the funds borrowed for the purchase of Wallace Field.

**General Fund Ending Fund Balance (Reserves)**

It is projected that at the end of FY19/20 the City will have an unreserved ending fund balance of approximately \$1,302,919, subject to economic shifts during the year. This is approximately \$198,569 more than the current year.

**STORMWATER FUND**

**Annual Operations**

Belle Isle’s Stormwater Fund consists of the equipment and projects necessary to maintain the City’s stormwater systems. Personnel costs for this Fund are charged to this fund this year. All personnel costs were charged to the General Fund; however, it is estimated that 45% of all non-police personnel costs should be taken from this fund. Responding to an increase in the cost of stormwater maintenance and repairs, the City Council increased the stormwater rate by an additional \$10/EDU; however should consider another increase next year.

**Expenditures**

The proposed budget for this fund is \$787,876, an increase of \$101,637 from the current budget. Expenditures in capital outlay include a carryover of projects such as Gene Polk Park

(\$200,000) and St. Partin Place (\$150,000). Due to these long standing problems, it may be necessary to use reserves to complete them. This will reduce the Stormwater reserve to a low level; however, we expect the reserves over the next few years to increase because the major one-time projects should be completed. The repair and maintenance of stormwater is being increased by \$45,000.

## **OTHER FUNDS**

### **TRANSPORTATION IMPACT FEE FUND**

The Transportation Impact Fee Fund receives revenue from development as development puts a strain on existing levels of service. An impact fee is a form of user fee for raising capital for future outlay of the cost of expanding facilities demanded by new development. In order to determine the future needs, a traffic study was done city-wide to determine where the City will need to expand its infrastructure and roadways in the future.

### **LAW ENFORCEMENT EDUCATION FUND**

The Law Enforcement Education fund receives revenue from traffic violations. The fund can only be used for Police officer training.

### **CHARTER SCHOOL DEBT SERVICE FUND**

The Charter School Debt Service Fund pays for the debt on the Cornerstone Charter Property and for major equipment repair and replacement. Revenue is received based on student count. The City developed a capital facilities plan and restricted use of funds to that plan. The City also replaced the HVAC on the elementary and middle schools. The City will also transfer \$150,000 each year for the next 5 year to this fund to replace the funds used to purchase the Wallace Field. The City anticipates work on the Middle School Roof and the Field House this next year.

### **PERSONNEL & BENEFITS**

No new positions are proposed. Three percent (3%) cost of living and a two percent (2%) increase in retirement are budgeted across all departments. The City's insurance carrier has advised that group medical insurance will increase by approximately 8.7% and dental insurance will increase by approximately 3.9% over this budget year.

### **CONCLUSION**

This budget has been prepared in accordance with the provisions of the City Charter, Section 5.02. It includes details and explanations of proposed budget items as well as a line by line comparison of the proposed budget and current budget.

The City is very fortunate to have a healthy reserve in the General Fund; however that reserve came at the cost of delaying much needed infrastructure projects. That reserve is now reduced because the City Council realized that the City could no longer go without the much needed infrastructure repairs. With little commercial property in the City, the City has to rely on

residential property taxes to pay for these projects. Throughout the FY2019-20 year the staff will present additional revenue sources for Council to approve that will continue to strengthen our financial condition. A comprehensive evaluation of the areas must be made to insure that any annexation will be beneficial to the City and that the City will be able to provide the same services as residential properties, thus increasing our revenue with very little expense for waste removal, infrastructure improvements, fire and police protection and the like.

A copy of this budget has been filed with the City Clerk and is available for inspection at City Hall. Notice of submission of this budget and the public hearing will be provided to the media as required by law. A copy of this budget will be available on the City's website to facilitate its examination by our citizens. In closing, I would like to express my sincere thanks and appreciation to the Mayor and Council for their direction, to Finance Officer Tracey Richardson for her exceptional institutional and financial knowledge, and to the department heads for their efforts in preparing this budget.

Respectfully Submitted,

Bob Francis  
City Manager



# CITY OF BELLE ISLE, FLORIDA

Draft

## Proposed Budget at a Glance Fiscal Year 2019-2020

(Revised 8/29/2019)

**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**ALL FUNDS BUDGET SUMMARY**

a.

<b>CLASSIFICATION</b>	<b>GENERAL FUND</b>	<b>TRANSPORTATION IMPACT FEE FUND</b>	<b>STORMWATER FUND</b>	<b>LE EDUCATION FUND</b>	<b>CHARTER DEBT SERVICE FUND</b>	<b>CAPITAL EQUIPMENT REPLACEMENT FUND</b>	<b>ROW FUND</b>	<b>TOTALS</b>
CARRYFORWARD FUND BALANCE	\$ 1,104,350	\$ 199,731	\$ 295,404	\$ 7,347	\$ 1,106,848	\$ 27,000	\$ -	\$ 2,740,680
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 62,000	\$ 484,000	\$ 696,000
<b>REVENUES</b>								
Ad Valorem Taxes	3,324,398	-	-	-	-	-	-	3,324,398
Other Taxes	595,184	-	-	-	-	-	-	595,184
Licenses, Permits & Fees	649,400	-	370,000	-	-	-	-	1,019,400
Intergovernmental Revenue	1,618,443	3,000	-	-	-	-	-	1,621,443
Charges for Services	641,857	-	-	1,500	-	-	-	643,357
Fines & Forfeitures	368,000	-	-	-	-	-	-	368,000
Miscellaneous Revenue	21,500	1,000	1,000	1,000	1,030,700	-	-	1,055,200
<b>Total Revenues</b>	<b>\$ 7,218,782</b>	<b>\$ 4,000</b>	<b>\$ 371,000</b>	<b>\$ 2,500</b>	<b>\$ 1,030,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,626,982</b>
<b>TOTAL ESTIMATED REVENUES &amp; BALANCES</b>								
	<b>\$ 8,323,132</b>	<b>\$ 203,731</b>	<b>\$ 666,404</b>	<b>\$ 9,847</b>	<b>\$ 2,287,548</b>	<b>\$ 89,000</b>	<b>\$ 484,000</b>	<b>\$ 12,063,662</b>
<b>EXPENDITURES</b>								
General Government	1,193,160	-	-	-	-	-	-	1,193,160
Public Safety	3,622,170	-	-	8,200	-	10,000	-	3,640,370
Physical Environment	1,511,036	120,000	625,588	-	-	-	400,000	2,656,624
Debt Services	108,000	-	-	-	1,238,568	-	-	1,346,568
<b>Total Expenditures</b>	<b>\$ 6,434,366</b>	<b>\$ 120,000</b>	<b>\$ 625,588</b>	<b>\$ 8,200</b>	<b>\$ 1,238,568</b>	<b>\$ 10,000</b>	<b>\$ 400,000</b>	<b>\$ 8,836,722</b>
Transfers Out	\$ 602,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 612,000
Reserves	\$ 1,286,766	\$ 83,731	\$ 30,816	\$ 1,647	\$ 1,048,980	\$ 79,000	\$ 84,000	\$ 2,614,940
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>								
	<b>\$ 8,323,132</b>	<b>\$ 203,731</b>	<b>\$ 666,404</b>	<b>\$ 9,847</b>	<b>\$ 2,287,548</b>	<b>\$ 89,000</b>	<b>\$ 484,000</b>	<b>\$ 12,063,662</b>



**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**ALL FUNDS CHANGE IN FUND BALANCE**

a.

<b>FUND</b>	<b>GENERAL FUND (001)</b>	<b>TRANSPORTATION IMPACT FUND (102)</b>	<b>STORMWATER FUND (103)</b>	<b>LE EDUCATION FUND (104)</b>	<b>CHARTER SCHOOL DEBT SERVICE FUND (201)</b>	<b>CAPITAL EQUIPMENT REPLACEMENT FUND (301)</b>	<b>RIGHT OF WAY FUND (302)</b>	<b>GRAND TOTAL</b>
<u>Projected</u> Beginning Fund								
Balance October 1, 2019	1,104,350	199,731	295,404	7,347	1,106,848	27,000	0	2,740,680
Appropriation TO (FROM)								
Fund Balance	182,416	(116,000)	(264,588)	(5,700)	(57,868)	52,000	84,000	(125,740)
<u>Projected</u> Ending Fund								
Balance September 30, 2020	<b>1,286,766</b>	<b>83,731</b>	<b>30,816</b>	<b>1,647</b>	<b>1,048,980</b>	<b>79,000</b>	<b>84,000</b>	<b>2,614,940</b>

CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET

GENERAL FUND REVENUES AT-A-GLANCE

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ 2,079,203	\$ 1,473,141	\$ 1,104,350
	<b>AD VALOREM TAXES</b>	Based on Millage Rate of 4.4018	Based on Millage Rate of 4.4018	Based on Millage Rate of 4.4018
001-311-100	Ad Valorem Tax	3,058,392	3,058,392	3,324,398
		<b>\$ 3,058,392</b>	<b>\$ 3,058,392</b>	<b>\$ 3,324,398</b>
	<b>OTHER TAXES</b>			
001-312-410	Local Option Gas Tax	235,000	235,000	232,000
001-314-100	Utility Service Tax - Electricity	150,000	150,000	150,000
001-314-800	Utility Service Tax - Propane	4,000	4,000	4,300
001-315-000	Communications Services Taxes	212,777	212,777	196,884
001-316-000	Local Business Tax - Occupational Licenses	12,000	12,000	12,000
		<b>\$ 613,777</b>	<b>\$ 613,777</b>	<b>\$ 595,184</b>
	<b>LICENSES, PERMITS &amp; FEES</b>			
001-322-000	Building Permits <sup>1</sup>	90,000	90,000	95,000
001-323-100	Franchise Fees - Electricity	0	0	450,000
001-323-700	Franchise Fees - Solid Waste	25,000	25,000	60,000
001-329-000	Zoning Fees	25,000	25,000	25,000
001-329-100	Permits - Garage Sale	150	150	200
001-329-130	Boat Ramps - Decal and Reg	1,000	1,000	1,200
001-329-900	Tree Removal	2,500	2,500	0
001-362-000	Rental Licenses	18,000	18,000	18,000
		<b>\$ 161,650</b>	<b>\$ 161,650</b>	<b>\$ 649,400</b>
	<b>INTERGOVERNMENTAL</b>			
001-331-100	FEMA Reimbursement - Federal	0	273,387	0
001-331-110	FEMA Reimbursement - State	0	42,958	0
001-334-396	OJP Bulletproof Vest Grant	0	2,165	0
001-334-400	SRO Reimbursement - OCPS	42,500	56,250	0
001-334-410	FMIT Safety Grant	0	2,500	0
001-334-560	FDLE JAG Grant	0	10,000	0
001-335-120	State Shared Revenue	330,000	330,000	350,000
001-335-150	Alcoholic Beverage License Tax	1,000	1,000	0
001-335-180	Half-Cent Sales Tax	1,121,566	1,121,566	1,202,065
001-337-200	SRO - Charter Contribution	63,750	63,750	66,378
		<b>\$ 1,558,816</b>	<b>\$ 1,903,576</b>	<b>\$ 1,618,443</b>
	<b>CHARGES FOR SERVICES</b>			
001-343-410	Solid Waste Fees - Residential	616,668	616,668	641,857
		<b>\$ 616,668</b>	<b>\$ 616,668</b>	<b>\$ 641,857</b>
	<b>FINES &amp; FORFEITURES</b>			
001-351-100	Judgements & Fines - Moving Violations	15,000	15,000	15,000
001-351-110	Red Light Cameras	0	0	350,000
001-359-000	Judgements & Fines - Parking Violations	1,000	1,000	3,000
001-359-200	Investigative Cost Reimbursement	0	1,721	0
		<b>\$ 16,000</b>	<b>\$ 17,721</b>	<b>\$ 368,000</b>
	<b>MISCELLANEOUS</b>			
001-347-400	Special Events	500	500	500
001-361-100	Interest - General Fund	1,000	1,000	1,000
001-366-000	Contributions & Donations	0	5,000	0
001-369-900	Other Miscellaneous Revenue	3,000	3,000	3,000
001-369-905	Police Off-Duty Detail Reimbursements	0	65,715	0
001-369-906	Police Marine Patrol Reimbursements	16,800	16,800	17,000
		<b>\$ 21,300</b>	<b>\$ 92,015</b>	<b>\$ 21,500</b>
<b>TOTAL REVENUES</b>		<b>\$ 6,046,603</b>	<b>\$ 6,463,799</b>	<b>\$ 7,218,782</b>
<b>TOTAL ESTIMATED REVENUES &amp; BALANCES</b>		<b>\$ 8,125,806</b>	<b>\$ 7,936,940</b>	<b>\$ 8,323,132</b>

<sup>1</sup> 80% of Building Permit Revenue is remitted back to Universal Engineering under Building Permit Expenditures.

CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET

GENERAL FUND EXPENDITURES AT-A-G a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>LEGISLATIVE DEPARTMENT</b>				
001-511-00-2311	Dental & Vision Ins - District 1	500	500	500
001-511-00-2312	Dental & Vision Ins - District 2	500	500	500
001-511-00-2313	Dental & Vision Ins - District 3	500	500	500
001-511-00-2314	Dental & Vision Ins - District 4	500	500	500
001-511-00-2315	Dental & Vision Ins - District 5	500	500	500
001-511-00-2316	Dental & Vision Ins - District 6	500	500	500
001-511-00-2317	Dental & Vision Ins - District 7	500	500	500
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ 3,500</b>	<b>\$ 3,500</b>	<b>\$ 3,500</b>
001-511-00-3150	Election Expense	12,000	12,000	12,000
001-511-00-3200	Auditing and Accounting	25,000	25,000	24,000
001-511-00-3400	Contractual Services	3,000	3,000	0
001-511-00-4001	Travel & Per Diem - Dist1	1,000	1,000	750
001-511-00-4002	Travel & Per Diem - Dist2	1,000	1,000	750
001-511-00-4003	Travel & Per Diem - Dist3	1,000	1,000	750
001-511-00-4004	Travel & Per Diem - Dist4	1,000	1,000	750
001-511-00-4005	Travel & Per Diem - Dist5	1,000	1,000	750
001-511-00-4006	Travel & Per Diem - Dist6	1,000	1,000	750
001-511-00-4007	Travel & Per Diem - Dist7	1,000	1,000	750
001-511-00-4100	Communications - Telephone	8,000	8,000	8,000
001-511-00-4900	Other Current Charges	750	750	500
001-511-00-4920	Reimbursement of Attorney Fees	0	11,682	0
001-511-00-5100	Office Supplies	100	100	100
001-511-00-5200	Operating Supplies	100	100	100
001-511-00-5401	Books, Subscriptions & Memberships - Dist 1	200	200	200
001-511-00-5402	Books, Subscriptions & Memberships - Dist 2	200	200	200
001-511-00-5403	Books, Subscriptions & Memberships - Dist 3	200	200	200
001-511-00-5404	Books, Subscriptions & Memberships - Dist 4	200	200	200
001-511-00-5405	Books, Subscriptions & Memberships - Dist 5	200	200	200
001-511-00-5406	Books, Subscriptions & Memberships - Dist 6	200	200	200
001-511-00-5407	Books, Subscriptions & Memberships - Dist 7	200	200	200
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 57,350</b>	<b>\$ 69,032</b>	<b>\$ 51,350</b>
	<b>TOTAL LEGISLATIVE EXPENDITURES</b>	<b>\$ 60,850</b>	<b>\$ 72,532</b>	<b>\$ 54,850</b>
<b>EXECUTIVE MAYOR</b>				
001-512-00-2310	Dental & Vision Insurance	500	500	500
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 500</b>
001-512-00-4000	Travel & Per Diem	1,000	1,000	1,000
001-512-00-4100	Communications - Telephone	1,200	1,200	1,100
001-512-00-4900	Other Current Charges	250	250	200
001-512-00-5400	Books, Publications & Memberships	500	500	500
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 2,950</b>	<b>\$ 2,950</b>	<b>\$ 2,800</b>
	<b>TOTAL EXECUTIVE MAYOR EXPENDITURES</b>	<b>\$ 3,450</b>	<b>\$ 3,450</b>	<b>\$ 3,300</b>
<b>FINANCE AND ADMINISTRATION</b>				
001-513-00-1200	Regular Salaries & Wages	381,000	381,000	309,787
001-513-00-1220	Longevity Pay	1,825	1,825	1,825
001-513-00-1250	Vehicle Allowance - City Manager	8,400	8,400	8,400
001-513-00-1400	Overtime Pay	0	0	500
001-513-00-2100	FICA/Medicare Taxes - 7.65%	29,929	29,929	24,481
001-513-00-2200	Retirement Contributions	42,834	42,834	38,931
001-513-00-2300	Health Insurance	75,000	75,000	64,789
001-513-00-2310	Dental & Vision Insurance	3,500	3,500	3,120
001-513-00-2320	Life Insurance	1,700	1,700	1,372
001-513-00-2330	Disability Insurance	5,500	5,500	4,440
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ 549,688</b>	<b>\$ 549,688</b>	<b>\$ 457,645</b>
001-513-00-3100	Professional Services	15,000	15,000	15,000
001-513-00-4000	Travel & Per Diem	1,500	1,500	1,500
001-513-00-4600	Repairs & Maintenance - General	1,000	1,000	1,000
001-513-00-4610	Repairs & Maintenance - Vehicles	500	500	500
001-513-00-4700	Printing & Binding	500	500	500

**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**GENERAL FUND EXPENDITURES AT-A-G a.**

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
001-513-00-4710	Codification Expenses	2,000	2,000	3,500
001-513-00-4900	Other Current Charges	2,000	2,000	2,000
001-513-00-4910	Legal Advertising	2,500	2,500	2,000
001-513-00-5200	Operating Supplies	500	500	500
001-513-00-5400	Books, Subscriptions & Memberships	3,000	3,000	4,000
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 28,500</b>	<b>\$ 28,500</b>	<b>\$ 30,500</b>
001-513-00-6425	CIP - Equipment - City Hall	7,500	7,500	10,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 10,000</b>
	<b>TOTAL FINANCE/ADMIN EXPENDITURES</b>	<b>\$ 585,688</b>	<b>\$ 585,688</b>	<b>\$ 498,145</b>

**GENERAL GOVERNMENT**

001-519-00-1530	Merit/Bonus Pay	10,000	10,000	10,000
001-519-00-2100	FICA/Medicare Taxes - 7.65%	765	765	765
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ 10,765</b>	<b>\$ 10,765</b>	<b>\$ 10,765</b>
001-519-00-3110	Legal Services	100,000	150,000	125,000
001-519-00-3120	Engineering Fees	10,000	60,000	60,000
001-519-00-3130	Annexation Fees	10,000	10,000	10,000
001-519-00-3400	Contractual Services	64,000	64,000	64,000
001-519-00-3405	Building Permits	72,000	72,000	76,000
001-519-00-3410	Janitorial Services	2,500	2,500	3,000
001-519-00-3415	Website/Social Media	0	0	25,000
001-519-00-3440	Fire Protection	1,462,352	1,462,352	1,506,500
001-519-00-4100	Communications Services	15,000	15,000	12,000
001-519-00-4200	Freight & Postage	7,500	7,500	7,000
001-519-00-4300	Utility/Electric/Water	10,000	10,000	10,000
001-519-00-4310	Solid Waste Disposal/Yardwaste	616,668	616,668	641,857
001-519-00-4500	Insurance	120,000	120,000	120,000
001-519-00-4600	Repairs & Maintenance - General	10,000	10,000	5,000
001-519-00-4700	Printing & Binding	15,000	15,000	15,000
001-519-00-4800	Special Events	8,000	8,000	10,000
001-519-00-4900	Other Current Charges	2,700	2,700	2,500
001-519-00-4905	Non Ad Valorem Assessment Fee	3,000	3,000	3,000
001-519-00-4906	Geographic Information System Interlocal Fee	2,300	2,300	2,300
001-519-00-4910	Legal Advertising	3,000	3,000	3,200
001-519-00-5100	Office Supplies	7,500	7,500	7,500
001-519-00-5200	Operating Supplies	2,500	2,500	2,500
001-519-00-5230	Fuel Expense	1,000	1,000	500
001-519-00-5400	Books, Subscriptions & Memberships	1,000	1,000	1,100
001-519-00-8300	Contributions & Donations	1,500	1,500	1,500
001-519-00-8310	Neighborhood Grant Program	49,000	49,000	35,000
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 2,596,520</b>	<b>\$ 2,696,520</b>	<b>\$ 2,749,457</b>
001-519-00-6300	CIP - Capital Improvements	0	37,397	15,000
001-519-00-6491	CIP - City Hall Improvements	5,000	12,785	10,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 5,000</b>	<b>\$ 50,182</b>	<b>\$ 25,000</b>
	<b>TOTAL GENERAL GOVERNMENT EXPENDITURES</b>	<b>\$ 2,612,285</b>	<b>\$ 2,757,467</b>	<b>\$ 2,785,222</b>

**POLICE DEPARTMENT**

001-521-00-1200	Regular Salaries & Wages	1,039,000	1,039,000	1,064,153
001-521-00-1210	Regular Salaries & Wages - Crossing Guards	35,000	35,000	35,000
001-521-00-1211	Regular Salaries & Wages - Temporary SRO	30,000	36,780	0
001-521-00-1215	Holiday Pay	20,000	20,000	20,000
001-521-00-1220	Longevity Pay	5,000	5,000	6,225
001-521-00-1400	Overtime Pay	10,000	10,000	12,000
001-521-00-1500	Incentive Pay	11,000	11,000	15,000
001-521-00-1505	Police Off-Duty Detail Pay	0	60,734	0
001-521-00-1506	Police Lake Conway Marine Patrol Pay	12,900	12,900	15,000
001-521-00-1520	Special Assignment Pay	11,000	11,000	11,000
001-521-00-2100	FICA/Medicare Taxes - 7.65%	86,522	94,968	90,146
001-521-00-2200	Retirement Contributions	158,850	158,850	184,306
001-521-00-2300	Health Insurance	210,000	210,000	229,675
001-521-00-2310	Dental & Vision Insurance	7,850	7,850	7,854
001-521-00-2320	Life Insurance	5,100	5,100	5,293

CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET

GENERAL FUND EXPENDITURES AT-A-G a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
001-521-00-2330	Disability Insurance	18,500	18,500	18,168
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ 1,660,722</b>	<b>\$ 1,736,682</b>	<b>\$ 1,713,820</b>
001-521-00-3100	Technology Support/Services	24,000	26,165	26,000
001-521-00-3110	Legal Services	1,500	1,500	2,500
001-521-00-3120	Pre-Employment Expense	2,000	2,000	1,500
001-521-00-3410	Janitorial Services	1,200	1,200	1,600
001-521-00-4000	Travel & Per Diem	5,000	2,500	2,000
001-521-00-4100	Communications Services	20,000	20,000	20,000
001-521-00-4110	Dispatch Service	72,126	72,126	73,000
001-521-00-4200	Postage & Freight	500	250	500
001-521-00-4300	Utility/Electric/Water	3,500	3,500	3,000
001-521-00-4600	Repairs & Maintenance - General	2,500	1,000	2,000
001-521-00-4610	Repairs & Maintenance - Vehicles	25,000	25,000	25,000
001-521-00-4620	Repairs & Maintenance - Radar Guns	1,500	2,295	3,000
001-521-00-4700	Printing & Binding	3,000	3,000	2,500
001-521-00-4900	Other Current Charges	2,000	2,000	2,000
001-521-00-4910	Legal Advertising	250	0	250
001-521-00-4920	Marine Expenses	7,500	5,000	5,000
001-521-00-5100	Office Supplies	2,500	2,500	2,500
001-521-00-5200	Operating Supplies	3,000	4,500	3,000
001-521-00-5205	Computer and Software	3,500	540	1,500
001-521-00-5210	Uniforms	10,000	10,000	8,000
001-521-00-5230	Fuel Expense	40,000	40,000	40,000
001-521-00-5300	Police Academy Sponsored Employee Expense	0	3,863	0
001-521-00-5400	Books, Subscriptions & Memberships	1,000	1,000	1,000
001-521-00-5500	Training - Police	5,000	1,645	3,000
001-521-00-8200	Community Promotions	2,000	2,000	1,000
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 238,576</b>	<b>\$ 233,584</b>	<b>\$ 229,850</b>
001-521-00-6200	CIP - Police Dept Building Improvements/Repairs	0	5,256	0
001-521-00-6400	CIP - Equipment	19,000	41,877	8,000
001-521-00-64xx	CIP - Equipment - Red Light Cameras/LPR	0	0	100,000
001-521-00-6417	CIP - Equipment - Vehicles	64,000	63,250	64,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 83,000</b>	<b>\$ 110,383</b>	<b>\$ 172,000</b>
	<b>TOTAL POLICE EXPENDITURES</b>	<b>\$ 1,982,298</b>	<b>\$ 2,080,649</b>	<b>\$ 2,115,670</b>
<b>PUBLIC WORKS</b>				
001-541-00-1200	Regular Salaries & Wages	107,000	107,000	66,196
001-541-00-1220	Longevity Pay	900	900	975
001-541-00-1400	Overtime Pay	1,500	1,500	1,500
001-541-00-2100	FICA/Medicare Taxes - 7.65%	8,369	8,369	5,253
001-541-00-2200	Retirement Contributions	11,935	11,935	8,800
001-541-00-2300	Health Insurance	23,500	23,500	15,389
001-541-00-2310	Dental & Vision Insurance	1,000	1,000	719
001-541-00-2320	Life Insurance	500	500	338
001-541-00-2330	Disability Insurance	2,100	2,100	1,309
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ 156,804</b>	<b>\$ 156,804</b>	<b>\$ 100,479</b>
001-541-00-3100	Professional Services	0	0	200
001-541-00-3140	Temporary Labor	10,000	10,000	10,000
001-541-00-3400	Contractual Services	7,500	7,500	7,500
001-541-00-3420	Landscaping Services	95,000	95,000	45,000
001-541-00-4100	Communications	2,000	2,000	2,500
001-541-00-4300	Utility/Electric/Water	110,000	110,000	115,000
001-541-00-4600	Repairs & Maintenance - General	3,000	10,000	10,000
001-541-00-4610	Repairs & Maintenance - Vehicles & Equip	12,000	12,000	10,000
001-541-00-4670	Repairs & Maintenance - Parks	15,000	8,000	10,000
001-541-00-4675	Repairs & Maintenance - Boat Ramps	5,000	5,000	5,000
001-541-00-4680	Repairs & Maintenance - Roads	12,000	12,000	12,000
001-541-00-4690	Urban Forestry	20,000	60,000	85,000
001-541-00-5200	Operating Supplies	5,000	5,000	5,000
001-541-00-5210	Uniforms	1,500	1,500	1,500
001-541-00-5220	Protective Clothing	500	500	1,000
001-541-00-5230	Fuel Expense	5,000	5,000	6,000
001-541-00-5400	Books, Subscriptions & Memberships	500	500	500

**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**GENERAL FUND EXPENDITURES AT-A-GLANCE**

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
001-541-00-5500	Training	1,000	1,000	500
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 305,000</b>	<b>\$ 345,000</b>	<b>\$ 326,700</b>
001-541-00-6320	CIP - Resurfacing & Curbing	400,000	400,000	0
001-541-00-6330	CIP - Sidewalks	30,000	30,000	0
001-541-00-6335	CIP - Nela Bridge Repairs	0	0	37,000
001-541-00-6360	CIP - LED Street Lighting Hoffner Ave	15,000	15,000	0
001-541-00-6365	CIP - Electric Pole Holiday Decorations	0	0	15,000
001-541-00-6380	CIP - Park Improvements	25,000	25,000	348,000
001-541-00-6420	CIP - Traffic Calming	25,000	25,000	25,000
001-541-00-6430	CIP - Equipment	50,000	50,000	17,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 545,000</b>	<b>\$ 545,000</b>	<b>\$ 442,000</b>
	<b>TOTAL PUBLIC WORKS EXPENDITURES</b>	<b>\$ 1,006,804</b>	<b>\$ 1,046,804</b>	<b>\$ 869,179</b>
<b>NON-DEPARTMENTAL</b>				
001-584-00-7100	Payment on Bond - Principal	85,000	85,000	90,000
001-584-00-7200	Bond Debt - Interest	24,000	24,000	18,000
	<b>TOTAL OTHER EXPENDITURES</b>	<b>\$ 109,000</b>	<b>\$ 109,000</b>	<b>\$ 108,000</b>
001-581-00-9100	Transfer to Capital Equip Repl Fund 301	27,000	27,000	52,000
001-581-00-9110	Transfer to Right of Way Fund 302	0	0	400,000
001-584-00-5810	Transfer to Charter Debt Serv Fund 201	150,000	150,000	150,000
	<b>TOTAL TRANSFERS OUT</b>	<b>\$ 177,000</b>	<b>\$ 177,000</b>	<b>\$ 602,000</b>
	<b>TOTAL NON-DEPARTMENTAL EXPENDITURES</b>	<b>\$ 286,000</b>	<b>\$ 286,000</b>	<b>\$ 710,000</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 6,537,375</b>	<b>\$ 6,832,590</b>	<b>\$ 7,036,366</b>
	<b>RESERVES</b>	<b>\$ 1,588,431</b>	<b>\$ 1,104,350</b>	<b>\$ 1,286,766</b>
	<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>	<b>\$ 8,125,806</b>	<b>\$ 7,936,940</b>	<b>\$ 8,323,132</b>

FY 19/20 DEBT SERVICE REQUIREMENTS				
Maturity Date		Principal	Interest	Total
10/1/2026	Revenue Bond Series 2016	90,000	18,000	108,000
		<b>\$ 90,000</b>	<b>\$ 18,000</b>	<b>\$ 108,000</b>

TRANSFERS TO CAPITAL EQUIP REPL FUND 301				
CODE ENFORCEMENT VEHICLE REPLACEMENT		\$5,000		
POLICE COMMUNICATIONS EQUIPMENT		\$10,000		
POLICE VESSEL REPLACEMENT		\$12,000		
PUBLIC WORKS CEMENT MIXER		\$10,000		
CITY HALL HVAC SYSTEM REPLACEMENT		\$5,000		
PUBLIC WORKS STREET SWEEPER		\$10,000	(50% General Fund / 50% Stormwater Fund)	
		<u>\$52,000</u>		

TRANSFERS TO RIGHT OF WAY FUND 302				
STREET RESURFACING & CURBING		\$350,000		
SIDEWALKS		\$50,000		
		<u>\$400,000</u>		

CITY OF BELLE ISLE  
 FISCAL YEAR 2019-2020  
 BUDGET

TRANSPORTATION IMPACT FUND - 102

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ 198,489	\$ 198,489	\$ 199,731
<b>REVENUES</b>				
102-324-310	Impact Fees - Transportation	0	0	3,000
<b>TOTAL IMPACT FEES</b>		\$ -	\$ -	\$ 3,000
102-361-100	Interest on Checking - Traffic Fund	1,000	1,000	1,000
<b>TOTAL MISCELLANEOUS REVENUE</b>		\$ 1,000	\$ 1,000	\$ 1,000
<b>TOTAL REVENUES</b>		\$ 1,000	\$ 1,000	\$ 4,000
<b>TOTAL ESTIMATED REVENUES &amp; BALANCES</b>		<b>\$ 199,489</b>	<b>\$ 199,489</b>	<b>\$ 203,731</b>
<b>EXPENDITURES</b>				
102-541-00-3120	Engineering Fees	0	0	0
<b>TOTAL OPERATING EXPENDITURES</b>		\$ -	\$ -	\$ -
102-541-00-6425	CIP - Roadway Improvements	0	0	120,000
<b>TOTAL CAPITAL OUTLAY</b>		\$ -	\$ -	\$ 120,000
<b>TOTAL EXPENDITURES</b>		\$ -	\$ -	\$ 120,000
<b>RESERVES</b>		\$ 199,489	\$ 199,489	\$ 83,731
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>		<b>\$ 199,489</b>	<b>\$ 199,489</b>	<b>\$ 203,731</b>

CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET

STORMWATER FUND - 103

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ 323,289	\$ 323,289	\$ 295,404
<b>REVENUES</b>				
103-343-900	Service Charge - Stormwater	361,950	361,950	370,000
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>\$ 361,950</b>	<b>\$ 361,950</b>	<b>\$ 370,000</b>
103-361-100	Interest on Checking - Stormwater Fund	1,000	1,000	1,000
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>
	<b>TOTAL REVENUES</b>	<b>\$ 362,950</b>	<b>\$ 362,950</b>	<b>\$ 371,000</b>
<b>TOTAL ESTIMATED REVENUES &amp; BALANCES</b>		<b>\$ 686,239</b>	<b>\$ 686,239</b>	<b>\$ 666,404</b>
<b>EXPENDITURES</b>				
103-541-00-1200	Regular Salaries & Wages	0	0	89,861
103-541-00-2100	FICA/Medicare Taxes - 7.65%	0	0	6,874
103-541-00-2200	Retirement Contributions	0	0	11,682
103-541-00-2300	Health Insurance	0	0	14,040
103-541-00-2310	Dental & Vision Insurance	0	0	449
103-541-00-2320	Life Insurance	0	0	427
103-541-00-2330	Disability Insurance	0	0	1,256
	<b>TOTAL PERSONAL SERVICES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 124,588</b>
103-541-00-3120	Engineering Fees	75,000	75,000	50,000
103-541-00-3430	NPDES	15,000	15,000	15,000
103-541-00-3450	Lake Conservation	15,000	15,000	15,000
103-541-00-4600	Repairs & Maintenance - Stormwater	25,000	25,000	70,000
103-541-00-4900	Other Current Charges	200	200	1,000
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 130,200</b>	<b>\$ 130,200</b>	<b>\$ 151,000</b>
103-541-00-6300	CIP - Capital Improvements	370,000	370,000	350,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 370,000</b>	<b>\$ 370,000</b>	<b>\$ 350,000</b>
103-581-00-9100	Transfer to Capital Equip Repl Fund 301	0	0	10,000
	<b>TOTAL TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 500,200</b>	<b>\$ 500,200</b>	<b>\$ 635,588</b>
<b>RESERVES</b>		<b>\$ 186,039</b>	<b>\$ 186,039</b>	<b>\$ 30,816</b>
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>		<b>\$ 686,239</b>	<b>\$ 686,239</b>	<b>\$ 666,404</b>
<b>TRANSFERS TO CAPITAL EQUIP REPL FUND 301</b>				
PUBLIC WORKS STREET SWEEPER		\$10,000	(50% General Fund / 50% Stormwater Fund)	
		<u>\$10,000</u>		



CITY OF BELLE ISLE  
 FISCAL YEAR 2019-2020  
 BUDGET

LAW ENFORCEMENT EDUCATION FUND - 104

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ 12,506	\$ 12,506	\$ 7,347
<b>REVENUES</b>				
104-351-200	Judgements & Fines - LE Education Fund	1,500	1,500	1,500
<b>TOTAL JUDGEMENTS &amp; FINES</b>		\$ 1,500	\$ 1,500	\$ 1,500
104-361-100	Interest on Checking - LE Education Fund	1,000	1,000	1,000
<b>TOTAL MISCELLANEOUS REVENUE</b>		\$ 1,000	\$ 1,000	\$ 1,000
<b>TOTAL REVENUES</b>		\$ 2,500	\$ 2,500	\$ 2,500
<b>TOTAL ESTIMATED REVENUES &amp; BALANCES</b>		\$ 15,006	\$ 15,006	\$ 9,847
<b>EXPENDITURES</b>				
104-521-00-5500	Training	8,000	8,000	8,000
104-521-00-4900	Other Current Charges	200	200	200
<b>TOTAL OPERATING EXPENDITURES</b>		\$ 8,200	\$ 8,200	\$ 8,200
<b>TOTAL EXPENDITURES</b>		\$ 8,200	\$ 8,200	\$ 8,200
<b>RESERVES</b>		\$ 6,806	\$ 6,806	\$ 1,647
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>		\$ 15,006	\$ 15,006	\$ 9,847

CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET

CHARTER SCHOOL DEBT SERVICE FUND - 201

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ 1,268,817	\$ 1,268,817	\$ 1,106,848
<b>REVENUES</b>				
201-361-100	Interest - Charter Fund	1,000	1,000	1,000
201-362-000	Rent Revenue	997,500	997,500	1,029,700
<b>TOTAL MISCELLANEOUS REVENUES</b>		\$ 998,500	\$ 998,500	\$ 1,030,700
201-381-000	Transfers in from General Fund	150,000	150,000	150,000
<b>TOTAL TRANSFERS IN</b>		\$ 150,000	\$ 150,000	\$ 150,000
<b>TOTAL REVENUES/TRANSFERS</b>		\$ 1,148,500	\$ 1,148,500	\$ 1,180,700
<b>TOTAL ESTIMATED REVENUES, TRANSFERS &amp; BALANCES</b>		\$ 2,417,317	\$ 2,417,317	\$ 2,287,548
<b>EXPENDITURES</b>				
201-569-00-1200	Regular Salaries & Wages	0	0	67,495
201-569-00-2100	FICA/Medicare Taxes - 7.65%	0	0	5,163
201-569-00-2200	Retirement Contributions	0	0	9,668
201-569-00-2300	Health Insurance	0	0	8,808
201-569-00-2310	Dental & Vision Insurance	0	0	360
201-569-00-2320	Life Insurance	0	0	321
201-569-00-2300	Disability Insurance	0	0	928
<b>TOTAL PERSONAL SERVICES</b>		\$ -	\$ -	\$ 92,743
201-569-00-4600	Maintenance	25,000	25,000	20,000
<b>TOTAL OPERATING EXPENDITURES</b>		\$ 25,000	\$ 25,000	\$ 20,000
201-569-00-6210	CIP - Charter Roof Repair/Replacement	0	0	276,000
201-569-00-6320	CIP - HVAC Replacement	300,000	341,585	22,000
201-569-00-6410	CIP - Charter School Building Repairs	0	50,214	0
<b>TOTAL CAPITAL OUTLAY</b>		\$ 300,000	\$ 391,799	\$ 298,000
201-569-00-7100	Principal	415,000	415,000	300,000
201-569-00-7200	Interest	545,425	545,425	527,825
<b>TOTAL DEBT SERVICE</b>		\$ 960,425	\$ 960,425	\$ 827,825
<b>TOTAL EXPENDITURES</b>		\$ 1,285,425	\$ 1,377,224	\$ 1,238,568
<b>RESERVES*</b>		\$ 1,131,892	\$ 1,040,093	\$ 1,048,980
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>		\$ 2,417,317	\$ 2,417,317	\$ 2,287,548

\*The majority of reserves is restricted by use of the trustee for bond related expenses.

CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET

CAPITAL EQUIPMENT REPLACEMENT FUND - 301

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ -	\$ -	\$ 27,000
<b>REVENUES</b>				
301-381-000	Transfer from General Fund 001	27,000	27,000	52,000
301-381-000	Transfer from Stormwater Fund 103	0	0	10,000
	<b>TOTAL TRANSFERS</b>	<b>\$ 27,000</b>	<b>\$ 27,000</b>	<b>\$ 62,000</b>
<b>TOTAL ESTIMATED REVENUES, TRANSFERS &amp; BALANCES</b>		<b>\$ 27,000</b>	<b>\$ 27,000</b>	<b>\$ 89,000</b>

<b>EXPENDITURES</b>				
301-521-00-6410	CIP - Police Communications Equipment	0	0	10,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>
<b>RESERVES</b>		<b>\$ 27,000</b>	<b>\$ 27,000</b>	<b>\$ 79,000</b>
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>		<b>\$ 27,000</b>	<b>\$ 27,000</b>	<b>\$ 89,000</b>

<b>TRANSFERS IN</b>				
		Annual Transfer	Years	Estimated Cost
301-513-00-6417	CODE ENF VEHICLE REPLACEMENT	\$5,000	5	\$25,000
301-521-00-6410	POLICE COMMUNICATIONS EQUIPMENT	\$10,000	5	\$50,000
301-521-00-6418	POLICE VESSEL REPLACEMENT	\$12,000	5	\$60,000
301-519-00-6491	CITY HALL HVAC SYSTEM REPLACEMENT	\$5,000	7	\$35,000
301-541-00-6430	PUBLIC WORKS CEMENT MIXER	\$10,000	3	\$30,000
301-541-00-6417	PUBLIC WORKS STREET SWEEPER	\$20,000	5	\$100,000
		<u>\$62,000</u>		<u>\$135,000</u>
<b>TRANSFERS OUT</b>				
301-521-00-6410	(2) POLICE RADIOS	\$10,000		
		<u>\$10,000</u>		

CITY OF BELLE ISLE  
 FISCAL YEAR 2019-2020  
 BUDGET

RIGHT OF WAY FUND - 302

a.

ACCOUNT NO.	DESCRIPTION	ORIGINAL FY 18/19 BUDGET	REVISED FY 18/19 BUDGET	FY 19/20 BUDGET
<b>CARRYFORWARD FUND BALANCE</b>		\$ -	\$ -	\$ -
<b>REVENUES</b>				
302-381-000	Transfer from General Fund 001	0	0	484,000
<b>TOTAL TRANSFERS IN</b>		\$ -	\$ -	\$ 484,000
<b>TOTAL REVENUES/SOURCES</b>		\$ -	\$ -	\$ 484,000
<b>TOTAL ESTIMATED REVENUES &amp; BALANCES</b>		\$ -	\$ -	\$ 484,000
<b>EXPENDITURES</b>				
302-541-00-6320	CIP - Resurfacing & Curbing	0	0	350,000
302-541-00-6330	CIP - Sidewalks	0	0	50,000
<b>TOTAL CAPITAL OUTLAY</b>		\$ -	\$ -	\$ 400,000
<b>TOTAL EXPENDITURES</b>		\$ -	\$ -	\$ 400,000
<b>RESERVES</b>		\$ -	\$ -	\$ 84,000
<b>TOTAL APPROPRIATED EXPENDITURES &amp; RESERVES</b>		\$ -	\$ -	\$ 484,000

**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**CAPITAL OUTLAY DETAILS  
2019-2020**

			FY 19/20
<b>GENERAL FUND (001)</b>			
<b>FINANCE AND ADMINISTRATION</b>			
Misc. Equipment	001-513-00-6425	City Hall Server	10,000
			<b>Total Finance and Administration</b>
			<b>10,000</b>
<b>GENERAL GOVERNMENT</b>			
Capital Improvements	001-519-00-6300	Resurface Clock Face - BI Commons Shopping Center	15,000
City Hall Improvements	001-519-00-6491	City Hall Generator	10,000
			<b>Total General Government</b>
			<b>25,000</b>
<b>POLICE DEPARTMENT</b>			
CIP - Equipment	001-521-00-6400	Server	8,000
CIP - Equipment- RLC/LPR	001-521-00-64xx	Red Light Cameras/License Plate Readers	100,000
CIP - Equipment - Vehicles	001-521-00-6417	Police Department Vehicles	64,000
			<b>Total Police Department</b>
			<b>172,000</b>
<b>PUBLIC WORKS</b>			
CIP - Nela Bridge Repairs	001-541-00-6335	Repair Underneath Nela Bridge	37,000
CIP - Electric Pole Holiday Decorations	001-541-00-6365	Holiday Decorations for Electric Poles	15,000
CIP - Park Improvements	001-541-00-6380	Gene Polk Park	200,000
			Swann Beach - Deck and Fence
			45,000
			Cross Lake - Purchase and Fence
			34,000
			Wallace Field Design/Plan
			35,000
			Trimble Park - Fountain and Water Quality
			34,000
			348,000
CIP - Traffic Calming	001-541-00-6420	Trentwood Chicane Improvement	25,000
CIP - Equipment	001-541-00-6430	Sidewalk Grinder	7,000
			Mini Excavator
			10,000
			17,000
			<b>Total Public Works Department</b>
			<b>442,000</b>
			<b>Total General Fund</b>
			<b>\$ 649,000</b>
<b>TRANSPORTATION IMPACT FUND (102)</b>			
Roadway Improvements	102-541-00-6425	Hoffner Improvements at WaWa	30,000
			Hoffner Crosswalks (3 @ \$30,000)
			90,000
			120,000
			<b>Total Transportation Impact Fund</b>
			<b>\$ 120,000</b>
<b>STORMWATER FUND (103)</b>			
CIP - Capital Improvements	103-541-00-6300	St. Partin Stormwater Project	150,000
			Gene Polk Park (50% split with General Fund)
			200,000
			350,000
			<b>Total Stormwater Fund</b>
			<b>\$ 350,000</b>
<b>CHARTER SCHOOL DEBT SERVICE FUND (201)</b>			
Roof Repair/Replacement	201-569-00-6210	Roof Repair - Field House	114,000
			Roof Repair - Middle School
			162,000
			276,000
HVAC Replacement	201-569-00-6320	HVAC Replacement - Field House	22,000
			<b>Total Charter School Debt Service Fund</b>
			<b>\$ 298,000</b>
<b>CAPITAL EQUIPMENT REPLACEMENT FUND (301)</b>			
Police Communications Equipment	301-521-00-6410	Police Department Radios	10,000
			<b>Total Capital Equip Replacement Fund</b>
			<b>\$ 10,000</b>
<b>RIGHT OF WAY FUND (302)</b>			
Resurfacing & Curbing	302-541-00-6320	Paving Nevada/Swann/Idaho area	200,000
			Paving Gibson/Cay/Delia/Stockbridge area
			130,000
			Street Paving Assessment
			20,000
			350,000
Sidewalks	302-541-00-6330	Sidewalks	50,000
			<b>Total Right of Way Fund Fund</b>
			<b>\$ 400,000</b>
			<b>Total All Funds</b>
			<b>\$ 1,427,000</b>

**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**FIVE YEAR CAPITAL IMPROVEMENT  
2019 - 2024**

<b>GENERAL FUND (001)</b>	<b>Total Cost</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>
Reface Clock at Shopping Center	15,000	15,000	-	-	-	-
Emergency Generator	10,000	10,000	-	-	-	-
City Hall HVAC	25,000	5,000	5,000	5,000	5,000	5,000
Nela Bridge Repairs	37,000	37,000	-	-	-	-
Hoffner Bridge (lights)	30,000	-	30,000	-	-	-
Holiday Decorations	25,000	15,000	-	10,000	-	-
Park Improvements:						
Gene Polk Park	200,000	200,000	-	-	-	-
Swann Beach Deck/Fence	45,000	45,000	-	-	-	-
Cross Lake Beach Purchase and Fence	34,000	34,000	-	-	-	-
Wallace Field	685,000	35,000	200,000	200,000	100,000	150,000
Trimble Park (Fountain and Water Quality)	34,000	34,000	-	-	-	-
Canoe Trail	50,000	-	50,000	-	-	-
Dog Park	50,000	-	-	15,000	20,000	15,000
Traffic:						
Trentwood Chicane	25,000	25,000	-	-	-	-
Seminole Traffic Calming	45,000	-	45,000	-	-	-
Via Flora Roundabout	350,000	-	-	350,000	-	-
Judge/Daetwyler Widening	345,000	-	-	-	345,000	-
Hoffner Ave. Improvements	720,000	-	-	-	-	360,000
Hoffner Ave. Crosswalk @ Regal Park	35,000	-	35,000	-	-	-
<b>Total General Fund</b>	<b>2,760,000</b>	<b>455,000</b>	<b>365,000</b>	<b>580,000</b>	<b>470,000</b>	<b>530,000</b>

<b>TRANSPORTATION IMPACT FUND (102)</b>	<b>Total Cost</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>
Hoffner Crosswalks	90,000	90,000	-	-	-	-
Hoffner Median	30,000	30,000	-	-	-	-
<b>Total Transportation Impact Fund</b>	<b>120,000</b>	<b>120,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>STORMWATER FUND (103)</b>	<b>Total Cost</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>
Gene Polk Park	200,000	200,000	-	-	-	-
St. Partin Place	150,000	150,000	-	-	-	-
Lake Conway Shores (5293 Jade)	75,000	-	75,000	-	-	-
Seminole Drive	125,000	-	50,000	75,000	-	-
Nela Ave. (if swale reconditioning fails)	300,000	-	-	150,000	150,000	-
<b>Total Stormwater Fund</b>	<b>850,000</b>	<b>350,000</b>	<b>125,000</b>	<b>225,000</b>	<b>150,000</b>	<b>-</b>

<b>CHARTER SCHOOL DEBT SERVICE FUND (201)</b>	<b>Total Cost</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>
Roof Repair - Field House	114,000	114,000	-	-	-	-
Roof Repair - Middle School	162,000	162,000	-	-	-	-
HVAC - Field House	22,000	22,000	-	-	-	-
Roof Repair - High School	283,000	-	283,000	-	-	-
Roof Repair - Villages	11,000	-	11,000	-	-	-
A/C - Villages	22,000	-	22,000	-	-	-
HVAC Repair - High School	187,000	-	-	187,000	-	-
Lightning Protection - Middle School	21,000	-	-	21,000	-	-
Water Heater Replacement (7)	23,800	-	-	23,800	-	-
Electrical Distribution Panel (14)	67,550	-	-	-	67,550	-
Kitchen Exhaust - Middle School	68,000	-	-	-	68,000	-
Distribution Panel - Middle School	25,000	-	-	-	25,000	-
<b>Total Charter School Debt Service Fund</b>	<b>1,006,350</b>	<b>298,000</b>	<b>316,000</b>	<b>231,800</b>	<b>160,550</b>	<b>-</b>

**CITY OF BELLE ISLE  
FISCAL YEAR 2019-2020  
BUDGET**

**FIVE YEAR CAPITAL IMPROVEMENT  
2019 - 2024**

<b>RIGHT OF WAY FUND (302)</b>	<b>Total Cost</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>
Paving - Nevada, Swann, Idaho	200,000	200,000	-	-	-	-
Paving - Gibson/Cay/Delia/Stockbridge	130,000	130,000	-	-	-	-
Street Paving Assessment	20,000	20,000	-	-	-	-
Wilkes-Windmill Ct. Multi-Use Path	25,000	-	25,000	-	-	-
Waltham-Wallace Multi-Use Path	17,500	-	17,500	-	-	-
New Sidewalks - City Hall	12,000	-	12,000	-	-	-
New Sidewalks - McCoy/Daetwyler	27,000	-	27,000	-	-	-
Daetwyler-Judge Multi-Use Path	475,000	-	-	275,000	200,000	-
New Sidewalks - McCoy (VF/Boggy Cr.)	135,000	-	-	135,000	-	-
Trimble Park Connector Path	50,000	-	-	50,000	-	-
<b>Total Right of Way Fund</b>	<b>1,091,500</b>	<b>350,000</b>	<b>81,500</b>	<b>460,000</b>	<b>200,000</b>	<b>-</b>

<b>ALL FUNDS</b>	<b>Total Cost</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>
<b>Totals</b>	<b>\$ 5,827,850</b>	<b>\$ 1,573,000</b>	<b>\$ 887,500</b>	<b>\$ 1,496,800</b>	<b>\$ 980,550</b>	<b>\$ 530,000</b>

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"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." -Page **32** of **111**



# City of Belle Isle, FL



## FEE SCHEDULE

DRAFT – JANUARY 2019

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## FEE DIRECTORY TABLE OF CONTENTS

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b.

**General Government Fees:**

Administrative Fees .....	3
Public Records Policy .....	4
Finance Fees .....	5
Facilities, Parks and Recreation .....	6
Code Enforcement .....	7
Planning Fees .....	8-9
Building and Permitting Fees .....	10
Electrical .....	12-13
Mechanical .....	14-15
Plumbing.....	16
Gas .....	17
Other.....	18
Zoning Fees .....	19
Public Safety/Police Department.....	20-21
Important Numbers.....	22

**ADMINISTRATIVE FEES:**

Lien recording fees:

Fee for first page .....	\$10
Each page thereafter .....	\$8.50
Certification charge .....	\$2
Lien and foreclosure research .....	\$35
City map and aerial photographs .....	\$10
Plus postage and handling .....	\$1.50

**City Code and Supplements to City Code**

Can be purchased from: Municipal Code Corporation  
 P. O. Box 2235  
 Tallahassee, FL 32316  
 Or accessed on-line at [www.municode.com](http://www.municode.com)

Copy of CD (City provides the CD) .....	\$3
Copy charge per page .....	\$0.15
Double sided .....	\$0.20

**COPY FEES, INCLUDING PUBLIC RECORDS**

**BLACK AND WHITE COPIES**

One-sided copies, up to 8.5" x 14", per page .....	\$ .15
Two-sided copies, up to 8.5" x 14", per page .....	\$ .20
Certified copies (cost per certified copy of a public record) .....	\$1
All other copies .....	\$Actual

**COLOR COPIES**

One-sided records, per page .....	\$ .70
Two-sided records, per page .....	\$1.40

**MAPS**

Zoning and future land use map (digital form) .....	\$ .15
Zoning map .....	\$ .15
Future land use map .....	\$ .15

*NOTE: The charge for copies of county maps or aerial photographs supplied by City/County Constitutional Officers may also include a charge for the labor and overhead associated with duplication. Public records requests will be charged in accordance with section 119.07, Florida Statutes and other charges provided herein. Certain Clerk's fees are established in section 28.24, Florida Statutes. Research/Public Request service is charged after the first 15 minutes, at the labor rate of the employee completing the request. Rates are computed based on the minimum of the employee's salary range. See the Public Records Policy on the following page.*

**MEDIA CHARGES**

DVD or CD-ROM Stock .....	\$10
Sale of Code Book .....	\$100

**RESEARCH FEE / SERVICE CHARGE**

Per hour, for labor incurred in excess of 15 minutes .....	\$Actual
CERTIFYING COPY OF ANY INSTRUMENT .....	\$2
COPY ANY INSTRUMENT in Official Records .....	\$1
By photographic process, up to 8-1/2" x 14", per page .....	\$1
OATH (administering, attesting, and sealing) .....	\$3.50

**OCCUPATIONAL LICENSE (LATE FEE)**

Commercial .....	\$50(up to \$250)
Residential .....	\$25 (up to \$250)

b.

**RENTAL LICENSE (LATE FEE)**

Residential (per) .....	\$50 (up to \$100)
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**SOLICITATION PERMIT**

Solicitation Permit .....	\$50
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**ADMINISTRATION**

**Public Records Policy**

It is the policy of the City of Belle Isle that all records shall be open for personal inspection by any person, unless those records are exempted under the terms of Chapter 119, Florida Statutes.

For the purpose of this policy, access to public records is allowed during normal working hours – Monday to Friday, 8:00 a.m. to 5:00 p.m. The City will make every effort to respond fully to all public records requests within a reasonable time.

If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources, or extensive clerical or supervisory assistance by personnel of the City, or both, in addition to the actual cost of duplication, a special service charge will be assessed. This service charge shall be based on the actual cost incurred for such extensive use of information technology resources and/ or the labor cost of the personnel providing the service based upon the actual labor (base hourly salary) of the employee who performs the task.

Special Service Charge: The special service charge will not be charged unless the estimated time for fulfilling the request exceeds 15 minutes. The City may also charge for an employee to sit with the requestor during the course of the inspection, to safeguard and protect the City’s records from theft, destruction or alteration.

Deposit: The records custodian will provide the requestor with a cost estimate for fulfilling the public records request. If the estimated cost is less than \$100, the requestor shall be required to pay the full amount before the records custodian will begin collection, duplication and/or redaction of the requested records. If the estimated cost exceeds \$100, the requestor shall be required to pay 50% of the estimated cost before the records custodian will begin collection, duplication and/or redaction of the requested records. Upon completion of collection, duplication and/ or redaction of the records, a cost invoice will be provided to the requestor which reflects the time and expense incurred to fulfill the request. Monies collected exceeding the actual cost incurred by the City, shall be returned to the requestor.

Unpaid requests: If a requestor has any outstanding public records requests for which the City completed the work to fulfill the request but has not received full payment, the requestor shall be required to pay for the previously unpaid request(s) before the City will process a new public records request.

Payment: Cash, personal check on a local bank, money order, or certified check shall be paid prior to the delivery of the materials. Any check, money order, or certified check shall be made payable to “City of Belle Isle”.

**FINANCE FEES:**

Printed copy of annual budget document .....	\$25
Printed copy of CAFR .....	\$25

Dishonored Check Fees: \*

Check amount \$0.01 to \$50.00 .....	\$35
Check amount \$51.00 to \$300.00 .....	\$35
Check amount greater than \$300.00 or 5% of check amount, whichever is greater .....	\$45

Return Check: \* If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than \$50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.

NOTE: 166.251 Service fee for dishonored check.—The governing body of a municipality may adopt a service fee not to exceed the service fees authorized under s. 832.08(5) or 5 percent of the face amount of the check, draft, or order, whichever is greater, for the collection of a dishonored check, draft, or other order for the payment of money to a municipal official or agency. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee, if imposed, shall be retained by the collector of the fee.

FACILITIES, PARK ADMISSION AND PARKING	COST
PERKINS BOAT RAMP (monthly)	
Boat ramp, annual stickers (residents) .....	\$25
Boat ramp, annual stickers (non-residents).....	\$75
VENETIAN BOAT RAMP	
Boat ramp, annual stickers (residents) .....	\$100
WALLACE PROPERTY	
Athletic Field Rental (per hour).....	\$100
CHAMBERS (CITY HALL) PROPERTY	
Chambers (City Hall) .....	\$25
Cleaning and damages are charged at actual cost.	

**SERVICES FEES:**

Notice of Hearing .....	\$25
Appeal of Hearing .....	\$50

**ANIMALS:**

Dog at Large .....	\$250
Failure to Clean Up After Dog .....	\$150
Other .....	Code Chapter 5

Delivery of Flyers after Notice .....	\$100
Exterior Property Area .....	\$50
Grass Violation .....	\$50
Light Violation (per day).....	\$75
Noise Violation (per day) .....	\$75
Outdoor Burning .....	\$500
Public Nuisance (City Removal).....	Actual cost
Registration of Abandoned Property .....	\$200
Shopping Cart Return (p/cart) .....	\$25
Variances under Chapter 10 .....	\$250

**Lawn Watering Violations**

First Offense.....	Warning
Second Offense .....	\$50.00
Third and Additional .....	\$100.00

**Recycling and Yard Waste**

First Violation .....	Warning
Second Violation .....	\$50
Third and Additional .....	\$100

**CONTACT INFORMATION:**

CODE ENFORCEMENT OFFICER  
 1600 Nela Avenue  
 Belle Isle, FL 32809  
 Phone: (407) 851-7730  
 Fax: (407) 240-2222  
 Email: [rwinters@belleislefl.gov](mailto:rwinters@belleislefl.gov)

Code References:

Belle Isle Code of Ordinances – [www.municode.com](http://www.municode.com)  
 ICC Standard Housing Code  
 SBCCI Standard Building Code

**LAND DEVELOPMENT FEES:**

**Application Fee Schedule:**

Annexations .....	\$500
(In-fill/enclave or City initiated – no charge)	
Annexations requiring citywide referendum, plus actual cost of notice .....	\$500
Appeals of Planning & Zoning Board/City Manager Decisions .....	\$500

**Review Fee:**

Residential Rezone (up to one (1) acre) .....	\$600
Commercial or greater than one (1) acre .....	\$1,200
Informal subdivision .....	\$300
PD/Formal subdivision .....	\$1,200*
Site Plan Review .....	\$50
CO-locate on Cell Towers .....	\$250
Equipment Cabinet & Slab for Cell Towers .....	\$150

**Comprehensive Plan amendments and rezoning:**

Less than ten (10) acres (small scale) .....	\$1,200*
More than ten (10) acres (large scale/text amendment) .....	\$3,000**

**Special Exceptions (including extensions/re-establishments).....**\$750

**Variance / Development Review Application Fees:**

Concept or preliminary plan review .....	\$300
Site plan submittal .....	\$1200**
Zoning Certification Letter .....	\$50

**Impact Fees:**

Traffic.....1,500

School Concurrency

SCHOOL IMPACT FEE SCHEDULE See *Orange County Ordinance [2016-08](#)*

Land Use Type –\_Effective 1-1-17)

Single Family (detached, per dwelling unit)	\$ 8,784.00
Multi-Family (per dwelling unit)	\$ 3,921.00
Townhouse	\$ 6,930.00
Mobile Home (per dwelling unit)	\$ 4,345.00

*Impact fees are approved separately from service fees, and are not subject to inflationary indexing unless specifically authorized. See Orange County Code Sections: Section 23-60, Fire Rescue Impact Fees and Section 23-141, School Impact Fees*  
*Impact Fees are collected by the Building Department before building permits are issued.*

\* Plus Consultant Deposit of \$1,000

\*\* Plus Consultant Deposit of \$5,000



**PLANNING FEES (CONTINUED)**

b.

**Lakefront site plan reviews:**

Boat Dock Plan Review .....\$200

**Street abandonments** .....\$500

**Planning and Zoning Applications (Rezoning requests)** .....\$150

Appeal of P&Z Application to City Council .....\$150

**Variances:**

Single family residential .....\$150

Multi-family and commercial .....\$250

City Engineering Team Review.....At Cost

**1990-2010 Comprehensive Policy Evaluation and Appraisal Report** .....

*Applications tabled at the request of the applicant, within 10 days of the Planning and zoning meeting will be charged for additional advertising and notification.*

*Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits.*

**BUILDING AND PERMITTING FEES**

b.

<b>BUILDING PERMIT FEES</b>	<b>% of valuation cost is based</b>
Building and Construction Support Fees	on sq ft.
Total Valuation	<i>+1/2 of total = review fee</i>
Residential	
Single Family Dwelling - up to and including \$1000	\$25.00
For each additional \$1000 or fraction thereof	\$4.00
Accessory Structures and Uses - up to and including \$1000	\$25.00
For each additional \$1000 or fraction thereof	\$4.00
New/Re-Roof - up to and including \$1000 (2 inspections)	\$25.00
For each additional \$1000 or fraction thereof	\$5.00
Commercial	
New Construction - up to and including \$1000	\$25.00
For each additional \$1000 or fraction thereof	\$5.00
Other than New Construction - up to and including \$1000	\$25.00
For each additional \$1000 or fraction thereof	\$5.00
Roof permit - up to and including \$1000	\$52.00
For each additional \$1000 or fraction thereof	\$5.00
Re-Roof - up to and including \$1000	\$25.00
For each additional \$1000 or fraction thereof	\$5.00
Permits for Site Work Only	\$26.00
Garage Door-up to and including \$1000 (2 inspections Frame/Completion)	\$25.00
For each additional \$1000 or fraction thereof	\$4.00
Valuation and Type (Average Cost Per SqFt)	
Single Family Residence	<i>+1/2 of total = review fee</i>
Type IA	\$120.00
Type IB	\$115.00
Type IV	\$100.00
Type IIA	\$90.00
Type IIB	\$88.00
Type IIIA	\$98.00
Type IIIB	\$93.00
Type VA	\$93.00
Type VB	\$87.00
Private Garage and/or Shed (Detached and/or Unfinished)	
Type IA	\$51.00
Type IB	\$50.00
Type IV	\$62.00
Type IIA	\$50.00
Type IIB	\$47.00
Type IIIA	\$59.00
Type IIIB	\$52.00
Type VA	\$54.00
Type VB	\$49.00
Miscellaneous	<i>+1/2 of total = review fee</i>
Aluminum Structures (Based on Sq Ft)	
Aluminum Screen Room or Pool Enclosure	\$16.00
Aluminum Vinyl Room	\$18.00
Aluminum Carport	\$16.00
Boat Dock or Boat House	\$34.00
Concrete Slab (Driveway, Patio or Sidewalk) or	<i>+1/2 of total = review fee</i>

**BUILDING AND PERMITTING FEES**

b.

Non-covered Wood Deck not included on new construction plans	\$4.00	<i>+1/2 of total = review fee</i>
<hr/>		
Greenhouse		<i>+1/2 of total = review fee</i>
Type IIB	\$26.00	
Type VB	\$23.00	
Greenhouse with Polyvinyl wall covering and/or roof covering	\$16.00	
Residential -roofed unenclosed areas (carports, porches, etc)	\$33.00	
Swimming Pool \$40 per sq ft	\$40.00	
Moving Structures	\$273.00	
Office or commercial use moves shall be processed through the commercial site plan review process and charged a fee accordingly.		
Tent	\$47.00	
More than one tent within 100 ft. of each other, per additional tent	\$21.00	
Trailer Set Up & Tie Down	\$26.00	
Demolition Permit		
Seven dollars (\$7.00) for each 25,000 cubic feet or fraction thereof with a Minimum of \$25.00 and a Maximum fee of \$400.00		
Use Permit with one Inspection	\$26.00	
Fire Damage Inspection	\$37.00	
Pre-Demolition Inspection	\$37.00	
Lot Grading Site Plan Review	\$37.00	

**PERMIT REFUNDS**

- A. *A written request is required in order to obtain a refund. No refunds will be given on a submittal, license, or or temporary electrical construction service, unless issued in error by the City. The fee for refunding original building, roof, electrical, gas, mechanical or plumbing permit fees will be a minimum of \$31.00 or 1/3 of the permit fee, whichever is greater, unless the permit was issued in error by the City.*
- B. *No refund will be made on any permit on which construction was begun. No refund will be made on any permit that was issued three months or more.*
- C. *No refunds will be made on Engineering, Planning, or Zoning fees.*
- D. *Fees may be adjusted annually for changes in the Consumer Price index or 3%, whichever is less.*

**BUILDING AND PERMITTING FEES**

b.

**Electrical**

**ELECTRICAL PERMIT FEES:** Electrical permit fees are based upon the total amperage of the service required to meet the needs of all fixtures, etc., installed. Service is determined by the KVA Load available to the premises (Refer to Paragraph C for charges not requiring a change of service). Normally one Electrical Permit is required for each recording watt-hour meter service. Should circumstances (as determined by the Building Official) make it more practical to issue one permit involving more than one service, the fee shall be calculated using the sum of the fees of all individual services included in the permit).

**Electrical Permit Fees**

Minimum Electrical Permit Fee	\$37.00	<i>+1/2 of total = review fee</i>
<b>1 Phase 240 Volt: AMPERES</b>		
0 to 150	\$73.00	<i>+1/2 of total = review fee</i>
151 to 200	\$88.00	
201 to 400	\$114.00	
401 to 600	\$165.00	
601 to 800	\$248.00	
801 to 1000	\$299.00	
Over 1000 per ea additional 1,000 amp or fraction	\$165.00	
<hr/>		
<b>3 Phase 208 or 240 Volt: AMPERES</b>		<i>+1/2 of total = review fee</i>
0 to 150	\$114.00	
151 to 200	\$140.00	
201 to 400	\$176.00	
401 to 600	\$263.00	
601 to 800	\$361.00	
801 to 1000	\$454.00	
Over 1000 per ea additional 1,000 amp or fraction	\$273.00	
<hr/>		
<b>3 Phase 480 Volt: AMPERES</b>		<i>+1/2 of total = review fee</i>
0 to 150	\$243.00	
151 to 200	\$304.00	
201 to 400	\$387.00	
401 to 600	\$588.00	
601 to 800	\$773.00	
801 to 1000	\$953.00	
Over 1000 per ea additional 1,000 amp or fraction	\$567.00	

Over 480 Volt: Fee will be determined by a proportional increase over the cost for 480V

For Example: 48,000 Volts available from transformer to 600 AMP Main:

For example: 48,000 Volts available  
from transformer to 600 AMP Main:

600 AMP at 480 Volts	\$518.00
48,000 divided by 480	\$100.00
100 x \$518.00	\$51,800.00

*+1/2 of total =  
review fee*

Exception: Temporary construction service (Maximum 60 amps/240  
volts/single phase) for single family dwelling construction sites shall be \$37.00

**BUILDING AND PERMITTING FEES**  
**Electrical (Continued)**

b.

Low Voltage Permit			<i>+1/2 of total = review fee</i>
Up to and including \$1000 valuation		\$37.00	
For each additional \$1000 or fraction thereof		\$5.00	NEC CH7 and CH8
Alterations Requiring a Change in Service:			
	The fee shall be determined by the difference between the new service amperage and the previous service amperage which is then applied to the above chart.	see above	
Additions, Alterations and Repairs not Requiring a Change in Service			<i>+1/2 of total = review fee</i>
	Up to and including \$1000 valuation	\$37.00	NEC CH3
	For each additional \$1000 valuation or fraction thereof	\$11.00	
	(All valuations based on material and labor costs)		
Installation of Equipment:			<i>+1/2 of total = review fee</i>
	Simple Installation of one item of Equipment Regardless of Amperage	\$37.00	
Tent (Temporary Service Included)		\$57.00	<i>+1/2 of total = review fee</i>
	For each additional tent	\$11.00	
Pool Wiring		\$57.00	<i>+1/2 of total = review fee</i>
T.U.G. Agreement (Temporary Under Ground)		\$103.00	<i>+1/2 of total = review fee</i>

**BUILDING AND PERMITTING FEES**  
**Mechanical**

b.

**MECHANICAL PERMIT FEES: HEATING, AIR CONDITIONING, REFRIGERATION, VENTILATION**

<p>Air Conditioning Installation (including Heat Pumps): Tonnage</p>			<p><i>+1/2 of total = review fee</i></p>
	Up to 3 Tons	\$73.00	
	+ 3 Tons up to 10 tons, per ton or fraction thereof	\$12.00	
	+ 10 Tons up to 25 tons	\$155.00	
	Plus, per ton or fraction thereof over 10 tons	\$10.00	SCH A
	+ 25 Tons up to 50 tons	\$294.00	
	Plus, per ton or fraction thereof over 25 tons	\$6.00	
	Over 50 Tons	\$382.00	
	Plus, per ton or fraction thereof over 50 tons	\$5.00	
<p>Exceptions to Air Conditioning Permits:</p>	Existing air conditioner condensers & air handling units relocated or Replaced per ton or any fraction	\$6.00	
	With a minimum fee of	\$37.00	<i>+1/2 of total = review fee</i>
	Trailer air conditioner and residential self- contained wall unit installations, per unit, per ton or any fraction thereof	\$6.00	
	With a minimum fee of	\$37.00	<i>+1/2 of total = review fee</i>
	Mechanical permits or inspections are not required for residential window air conditioners installations in single family dwellings		
	Replacement in single family dwellings of an existing condenser or air handling unit that does not require update of existing wiring may be reconnected by mechanical or air conditioning contractor and inspected by mechanical inspector, fee of		
		\$37.00	<i>+1/2 of total = review fee</i>
<p>Refrigeration, Ductwork, Hoods, Ventilation, Boilers and Any Other Installations(s), which Require a Mechanical Permit:</p>	*Valuation based on cost of all units, equipment supplied by owner or contractor materials & labor		
	Up to and including the first \$1000	\$37.00	
	For each additional \$1000 or fraction thereof to \$25,000	\$10.00	SCH B
	For each additional \$1000 or fraction thereof above \$25,000	\$6.00	

**BUILDING AND PERMITTING FEES**  
**Mechanical (Continued)**

b.

\*Pursuant to the Florida Power Plant Siting Act, Chapter 403, Part II, Florida Statutes, a local government may only charge an "appropriate fee" and mechanical equipment directly related to electrical power generation as a disproportionate part of the total valuation. Therefore, the Belle Isle Town Council deems it appropriate, in those situations of construction permitted under Chapter 403, Part II to value mechanical equipment directly related to electrical power, generation at a rate of twenty-five percent (25%) of the actual cost of such mechanical equipment in the calculation of "total valuation" hereunder.

Re-inspection Fee

\$50.00

**BUILDING AND PERMITTING FEES**

b.

**Plumbing****Plumbing Permit Fees**

Minimum Permit Fee, New Construction or Alteration (Unless specified otherwise)	\$73.00	<i>+1/2 of total = review fee</i>
Minimum Permit Fee, Replacement	\$37.00	<i>+1/2 of total = review fee</i>
Each Plumbing Fixture	\$6.00	
Each Plugged or Future Opening	\$6.00	
Mobile Home Plumbing	\$37.00	<i>+1/2 of total = review fee</i>
Roof Drain or Area Drain	\$6.00	
Water Heater (Only) \$37.00	\$6.00	
Solar Water Heater (64.50=(37x6)+50% PX Fee)	\$6.00	
Residential Disposal Unit	\$6.00	
Process Piping/Specialty Outlet	\$6.00	
Backflow Preventer (Only) \$37.00	\$6.00	
Commercial Icemaker	\$6.00	
Water Softener (Only) \$37.00	\$6.00	
Swimming Pool Permit	\$62.00	<i>+1/2 of total = review fee</i>
Spa with Permanent Connections	\$37.00	<i>+1/2 of total = review fee</i>
Sewer Replacement	\$37.00	<i>+1/2 of total = review fee</i>
Re-pipe (Only)	\$37.00	<i>+1/2 of total = review fee</i>
Lawn Irrigation System:		
1 - 100 Heads, Minimum Fee	\$37.00	<i>+1/2 of total = review fee</i>
101 - 200 Heads	\$52.00	<i>+1/2 of total = review fee</i>
201 & up	\$62.00	<i>+1/2 of total = review fee</i>



**Gas**

**Gas Permit Fees**

Equipment, Ductwork, Ventilation, Combustion Air, Piping, Boilers and any other installation(s) which requires a Gas Permit:

Valuation based on cost of all equipment supplied by owner or contractor, materials and labor

*+1/2 of total = review fee*

Up to and including the first \$1000	\$62.00
For each additional \$1000 or fraction thereof to \$25,000	\$10.00

**Sign Permit Fees**

Signs up to 25 sq.ft.	\$37.00
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*+1/2 of total = review fee*

26 to 32 sq.ft.	\$42.00
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Greater than 32sqft  
Fee based on value

**Windows**

Windows - up to and including \$1000	\$25.00
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*+1/2 of total = review fee*

For each additional \$1000 or fraction thereof	\$4.00
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**Inspection Fees**

Re-inspection Fees	\$50.00
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Re-inspection fees that remain unpaid longer than sixty days will be assessed an \$11.00 collection fee per account in addition to the re-inspection fee due.

<b>Meter Reset</b>	\$37.00
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**Special (After Working Hours) Inspection Fees:**

Requests for special after-hours (normal working hours, week-end or holiday inspections must be submitted in writing by the developer/ contractor to the Building Division Official twenty-four hours in advance of the requested inspection. The minimum number of hours that will be approved is four hours per inspector. No inspection(s) will be performed until the assessed fee has been paid

\$206.00

*After the initial four hours, an additional fee will be charged. The per hour fee	\$51.00
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**BUILDING AND PERMITTING FEES**

b.

**Other**

**Other Fees**

Extension Request: Only one administrative extension (90 days) shall be granted per permit prior to each permit expiration date by the Building Official \$31.00

Permit Amendment Fee \$26.00

Plan Submittal Fee:

All applications for project building plan approvals (where all building permits are issued simultaneously) will be accompanied by the appropriate number of copies of drawings and specifications and a non-refundable submittal fee will be collected based upon the following fee schedule:

Single Family Dwellings \$100.00

Commercial \$200.00

Early Start Permit \$103.00

Informational Letters \$16.00

Application for Temporary Commercial Certificates of Occupancy and all Pre-Power \$103.00

(Plus Fire Division Fee) \$50.00

Review of Additional Sets of Reviewed Plans per page \$3.00

Records Research and Retrieval, per hour \$42.00

A final inspection is required on an expired permit within six months of permit expiration date \$37.00

Certificate of Occupancy \$50.00

Certificate of Completion \$50.00

**Work without a Permit**

If any work is commenced without a permit, the penalty will be double the permit fee or \$103.00, whichever is greater, and this penalty will be in addition to the permit fee which will be assessed.

Permit Replacement – Expired Permit (Must be within six months of permit expiration date) \$38.00

**Contractor Local Business Tax Receipt**

At time of application, applicants must submit a copy of a valid Orange County License. A copy of their State of Florida license must be submitted when applicable. (Ref: Belle Isle Code of Ordinances Chapter 4)

General Contractor NA

Sub-Contractor NA

Residential \$25.00

Commercial \$30.00 +\$1.00 for ever space over 10)

**SURCHARGE FEES**

Building Permit Surcharge 1/2 cent per sq.ft. under roof floor space permitted

Operating Trust Fund Surcharge Fee 1/2 cent per sq.ft. under roof floor space permitted

**After the Fact Permit**

In addition to all normally required permit and inspection fees, a penalty equal to the sum of all fees imposed by the City and any and all other building-permit authority or authorities as a prerequisite to the issuance of the building permit.

Accessory Structure		\$250	
Commercial/Industrial Development		as incurred	
Boathouse		\$350	
Demolition		\$100	
Decks/Dock		\$350	
Detached Garage		\$500	
Drainfield/Septic		OC Health Department	
Driveway		\$250	
Facia/Soffit/Gutters/Siding		\$100	
Fence		\$75	
Film Permit		Solicitation Ordinance	
Flood Plain Permit		\$250	
For Sale		\$25	
Garage Sale		\$5	
Multiple Tract Development		as incurred	
New Single Family		\$350	
Pool		\$350	
Pool Enclosure		\$350	
Remodel Single Family		\$150	
ReRoof		\$150	
Rental Unit License		\$75	
Replace Windows Zoning		\$25.00	
ROW		\$500	
ROW Engineering Review (Harris Engineering)		See City Engineer	
Room Additions		\$500	
Retaining Wall		\$350	
Seawall		\$500	
Shoreline or Waterfront Vegetation Removal		St Johns River Management	
Signage		\$250	
Spas		\$350	
Structural Modifications to Dwelling		\$350	
Temporary Pod / Dumpster - 7 days		\$75	
Temporary Storage Shed		\$75	
Tree Removal		\$100.00	\$75 Arborist /\$25 Permit
Tree Removals without a Permit	DBH < 6 inches	\$250	
	DBH > 6 inches	\$500	
	Tree Fund (per tree)	\$250	
Variances		\$500	
Comprehensive Plan Amendment		All costs associated with the Amendment	

CONTACT INFORMATION: Belle Isle Police Department – Main Office  
1521 Nela Avenue  
Belle Isle, FL 32809

Police Department Clerk: (407) 240-2473  
Police Officer Patrol Phone: (407) 947-1680

- Note:
- Fees are presented here for convenience only, and are subject to change without notice.
  - For updated fees, or for additional detail, please contact the Belle Isle Police Department.
  - Non-exempt documents, logs and other records are available under the terms of the public records policy
  - Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time.

Police Department Administration Fees/Fines:

Copies:

Parking or uniform traffic citation .....	\$0.15 Double sided copies .....	\$0.15 Double sided copies .....	\$0.20 Certified copies 1.00 Reports except traffic or homicide (per page) .....	\$0.15 Traffic or homicide reports.....	\$25
Fingerprinting of civilians (except employee applicants) (city residents) .....	na	Fingerprinting of civilians (except employee applicants) (non-residents) .....	na	Photographs, recordings and videos on CD .....	Hourly Rate TBD
Audio tapes (including 911 calls) .....	OC Dispatch TBD	Video copy of DUI cases .....	Hourly Rate TBD	Background checks .....	FDLE Rate TBD
Crash report .....	www.buycrash.com				

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:

Police Officer (an hour) .....	\$45
..... Vehicles (an hour) .....	\$7.50
..... PD Boat (an hour) .....	\$12
Details requiring a police supervisor .....	\$45
Holiday Off-Duty Rates per Hour:	
..... Police officer .....	\$60
..... Details requiring a police supervisor .....	\$75

Responding to false alarms:

First response .....	Warning
Second response .....	\$50
Third response within 6 months of first response .....	\$150

Business:

Fourth response within 12 months .....	\$250
All succeeding responses within 6 months of the last response .....	\$250

**Parking Fines: \***

Each fine amount includes a \$5.00 surcharge as authorized by Florida State Statute

**Commercial Vehicle Parking Violation**

First Violation .....	\$100
Second and Additional Violations .....	\$250

**Recreational Vehicle Parking Violation**

First Violation .....	\$100
Second and Additional Violations .....	\$250

Boat Ramp Violations (per occurrence) .....	\$150
Blocking roadway (travel lane/obstructing traffic) .....	\$100
Disabled only/permit required.....	\$255
Double parking .....	\$50
Fire lane/hydrant/red curb .....	\$200
Loading zone (commercial vehicles only) .....	\$50
On sidewalk/crosswalk .....	\$50
Overweight Limit (Nela Bridge).....	\$50
Parking Prohibited (signed).....	\$100
Parking at Ramps.....	\$150
Parking on Front Lawn .....	\$50
Parking on ROW w/o Permit .....	\$50
Parking Permit.....	5.00
Parking prohibited (yellow curb/no sign) .....	\$75
Rear or left wheels to curb (Parking in opposite direction) .....	\$50
Unauthorized (reserved) space .....	\$25
Where signs prohibit.....	\$25

<b>Hearing Request .....</b>	<b>\$50</b>
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**ORANGE COUNTY FIRE RESCUE**

FIRE, LIFE SAFETY INSPECTION AND PERMIT SERVICES  
 Phone: 407-836-9000

**ORANGE COUNTY ANIMAL SERVICES**

ADDRESS: 2769 Conroy Road, Orlando, FL 32839-2162  
 MAIN NUMBER: (407) 254-9140

**ORANGE COUNTY COMMUNITY ACTION – FAMILY ASSISTANCE**

For More Information, contact:  
 Community Action Division  
 2100 E. Michigan Street  
 Orlando, FL. 32806  
 Phone: 407-836-9333  
 Fax:(407) 836-7690

**ORANGE COUNTY HEAD START – CHILDREN AND FAMILIES**

2100 E. Michigan Street  
 Orlando, Florida 32806  
 Phone: (407) 836-6590  
 Fax: (407) 836-8969

**ORANGE COUNTY – JAIL INMATE SERVICES**

<http://www.ocfl.net/JailInmateServices.aspx>

**COUNTY HEALTH DEPARTMENT**

VITAL STATISTICS  
 PHONE: 407-858-1400

**EMERGENCY MEDICAL SERVICES**

CONTACT INFORMATION:  
 2002-A East Michigan St. Orlando, FL 32806  
 Phone (407) 836-8960  
 Fax (407) 836-7625

**District Nine Medical Examiner's Office**

2350 E. Michigan Street  
 Orlando, Florida 32806  
 Phone: (407) 836-9400  
 Fax: (407) 836-9450  
 Email: [Medical.Examiner@ocfl.net](mailto:Medical.Examiner@ocfl.net)

**STORMWATER MANAGEMENT DIVISION**

The Stormwater Management Division is also responsible for implementation of the Federal Emergency Management Agency’s (FEMA) flood plain management program, the National Flood Insurance Program (NFIP) and the Community Rating System (CRS); and participates in the National Pollution Discharge Elimination System (NPDES) and Total Maximum Daily Program (TMDL). The Division works with other departments to insure that all potential homebuyers should be notified if property is in a flood area.

Orange County Public Works Complex (First Floor)  
 4200 South John Young Parkway  
 Orlando, Florida 32839-9205  
 PHONE: 407-836-7990 / Fax: 407-836-7770



# city council minutes

a.

## MINUTES August 6, 2019 Regular Session 6:30 pm

The Belle Isle City Council met in a regular session on August 6, 2019, at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Nicholas Fouraker  
Commissioner Ed Gold  
Commissioner Anthony Carugno  
Commissioner Karl Shuck  
Commissioner Jim Partin  
Commissioner Harv Readey  
Commissioner Mike Sims  
Commissioner Sue Nielsen

Absent was:

Also present were City Manager Bob Francis, Attorney Kurt Ardaman, Chief Houston and City Clerk Yolanda Quiceno.

### CALL TO ORDER

Mayor Fouraker called the City Council Regular Session to order at 6:30 pm and confirmed quorum.  
Commissioner Sims gave the invocation and led the Pledge to the flag.  
Mayor Fouraker gave a brief overview of the meeting process.

### PRESENTATION OF THE FY2019-2020 BUDGET

Per the Charter City Manager Francis provided a draft copy of the FY 2019-2020 Budget and budget message for review and discussion at the following scheduled meeting.

### CONSENT ITEMS

- a. Approval of the City Council meeting minutes for July 16, 2019
- b. Proclamation Announcing the 2020 Election for District 1 and District 7

**Mayor Fouraker read the Proclamation according to Ordinance 13-07 for the 2020 Municipal Election.**

**Comm Nielsen moved to approve the Consent Agenda as presented.**

**Comm Sims seconded the motion.**

**Comm Gold asked for corrections to the names of the public speakers.**

**The motion was unanimously approved 7:0.**

### CITIZEN COMMENT

Mayor Fouraker opened for citizen comment.

- Anita Sacco residing at 4913 Jinou Avenue asked for an update on the Cross Lake Park purchase from the State of Florida as discussed at the June 18, 2019, City Council meeting. City Manager Francis stated that the City had not received a response from the County on the request.

There being no comments Mayor Fouraker closed citizen comment.

### UNFINISHED BUSINESS

#### Ordinance 19-05 First Reading and Consideration

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 34: WATERWAYS, ARTICLE II BOAT EQUIPMENT AND OPERATION, BY REPLACING SECTION 34-37 WAKE REGULATIONS WITH NEW SECTION ENTITLED ESTABLISHMENT OF SPECIAL SLOW SPEED MINIMUM WAKE ZONES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF BELLE ISLE, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE

Mayor Fouraker opened for a preliminary report from Attorney Ardaman on Ordinance 19-05.

Attorney Ardaman addressed Council regarding the preliminary research he did on Lake Conway. He reported to Council that the Lake Conway Navigation District Board, which is the County Board of Commissioners, was created by an act of the legislature in 1957. That act gave the Commissioners control over the operation of vessels on Lake Conway. Attorney Ardaman said there is the ability concerning jurisdictional issues on the Conway Chain of Lakes, for the City and Orange County, to have regulatory markers that speak to speed, no wake, and minimum wake matters. Informational markers can also be used to regulate speed that does not have to meet the regular marker requirements (such as adopted in Winter Park). Also, items that can be regulated under the current Statutes are noise disturbances, charges for the use of the lake, litter, alcohol consumption and open containers, placement of diver flags and vessel speed. Under the current code there are five areas that the City can regulate on the lake which include reckless operation, careless operation of vessels, and equipment on the lake, no-wake zones if established properly and safety violations. He stated, later when the legislature put in its new laws that currently govern the control of vessels on the lake, they did not rescind the 1950's law, so it's his opinion that the Board of County Commissioners may still have control on the Lake. He has made calls to the County Attorney to discuss what he found, but the County has not called him back. He will continue to reach out to the County Attorney for their opinion, but it looks to him as though the County has a good case for controlling activity on the lake. He further made a final recommendation involving Chief Houston, Marine Patrol, and Legal with respect to each item they believe the City, FWC and County should regulate.

With respect to the information provided, City Manager Francis agreed that the Ordinance should be tabled until the County can provide further information on current control measures. There has been a lot of misinformation out in the City. He clarified that the purpose of the Ordinance was strictly to (1) provide a safety zone in the narrows of the north lake to avoid jet skiers racing around blind spots and (2) to place a 300 foot buffer around the lake from the shoreline as a safety measure to protect many of the people swimming and enjoying their docks.

Mr. Francis stated City Code, Section 34-35 specifically reads,

General operation of vessels. Damaging wake prohibited; canal and shoreline speed limits. Care shall be taken by the operators of all motorboats to prevent damage from their wash, bow wave or stern wave, or from objects towed by such vessels, to other vessels, docks, piers, shorelines, and boathouses. Vessels and motorboats shall not operate at more than five miles per hour within 100 feet of the shoreline, docks, piers or boathouses, except when picking up or dropping off a water skier. Vessels being operated in canals shall not operate at more than five miles per hour unless a higher speed is posted.

Minimum distance requirements. All vessels and motorboats shall, whenever possible, keep at least 300 feet behind any vessel towing a skier, and shall stay clear of, by at least 100 feet, any vessel or motorboat anchored or used for fishing. When a ski jump is in use, all other vessels shall, whenever possible, stay at least 100 feet away on either side and 500 feet behind the ski jump.

He said FWC had not acknowledged these ordinances and if Orange County can have their Ordinances enforced, then there will be no need for the proposed change and the City can adopt their ordinance. He suggested until that happens, the Council can read the proposed ordinance for first reading, take citizen comments or meet with the wakeboarding community to formulate a draft ordinance for consideration.

After discussion, Mayor Fouraker recommended and requested a motion to table the discussion until such a time that the City can schedule additional workshops, a suitable venue and receive additional legal guidance before moving forward.

**Comm Sims moved to table Agenda item 6a as recommended to allow for the requested items articulated by the Mayor be formulated.**

**Comm Nielsen seconded the motion.**

**Comm Carugno added to have the City Manager post a public notice to include the creation of a Committee for the purposes of allowing public input.**

**Comm Sims agreed to amend the motion as requested.**

**The motion was unanimously approved 7:0.**



Appointment of District 6 Planning & Zoning Board member

**Comm Partin introduced and motioned to appoint Andrew Thompson to the District 6 Planning & Zoning Board.  
Comm Gold seconded the motion which passed unanimously 7:0.**

Mayor Fouraker welcomed and recognized on behalf of Linda Stewart's office, Daniel Rutledge and Cortez Watley on behalf of OC Comm Mayra Uribe's office.

Approval of the Solid Waste and Recycling Proposal

Mayor Fouraker opened for discussion and approval of the Solid Waste Proposal.

Mayor Fouraker opened for public comment.

Platt Loftis from Waste Pro with offices at 1400 Orange Blossom Trail, Orlando, FL addressed the solid waste Committee discussion. He pointed out the overwhelming primary opinion was over one issue; price. He stated there are other considerations for award of the contract which include contract approach, customer service, experience, and qualifications. He asked Council for consideration on all the factors other than just price.

There being no further comment Mayor Fouraker closed public comment and opened for Council discussion.

On July 23<sup>rd</sup>, the Solid Waste Committee opened the Solid Waste and Recycling bids. The City received four proposals: JJ's Waste & Recycling, Waste Connections, Waste Pro, and Republic Services. Waste Management chose not to bid. The low bid was actually monthly collection with residential yard waste on a non-Monday. The lowest bid was JJ's at \$20.47p/residential customer, Waste Pro at \$22.48, Republic at \$24.95 and Waste Connections at 29.11.

On July 26<sup>th</sup>, the Solid Waste Committee recommended to Council to accept the offer of JJ's Waste & Recycling. The Council did receive full packets on all the bidders.

Comm Nielsen asked for clarification on trash collection on a day other than Monday. Mr. Francis said the RFP asked for proposals for collection on Monday and non-Mondays and JJ's was still the same at \$20.47.

Comm Carugno shared his concerns and said he would like to put aside the highest and lowest bidder and keep the two middle bids for consideration.

Comm Shuck asked if the Chairman of the Solid Waste Committee can speak on their recommendation. Richard Weinsier, Chairman of the Solid Waste Committee, said JJs may be a new vendor and not have any local contracts; however, they have a strong portfolio and are a well-established company. Mr. Weinsier noted that some of the Committee members did visit their plant location for a 2-hour tour and Q&A.

Comm Gold asked if Regal Boats would be able to use this new vendor for their waste services. Mr. Francis said the City Attorney is currently researching the current situation with Regal. He is not sure what the ramifications would be if a commercial business does not choose to go with the existing franchise agreement. Attorney Ardaman said the City might pursue the violation against the provider currently servicing Regal with a cease and desist letter or the provider may have to void their contract with Regal because it is in contravention to the City Franchise Agreement.

Solid Waste Committee member Clay Van Kamp said JJ's financials are very strong. In regards to the RFP, this is the first time he found that the second round of an RFP will receive high prices from one of the vendors. JJ's has over 30-years experience in residential solid waste services and have made big in roads in the commercial business side locally. JJ's prices are not the lowest; it is within limits around our City. Mr. Van Kamp said the following,

- Winter Park and Windermere will still be paying less than the City of Belle Isle, and he believes the proposed price is within range.
- The Committee visited Republic Services and JJs facilities which he found to be similar.
- Republic Services did not agree to all the terms of our contract, which should eliminate them from consideration.
- Waste Pro is asking for a significant increase of \$7-8 for a non-Monday pick-up.

Mr. Van Kamp said the City would have to submit for a new RFP to cover the commercial accounts because the new vendor does not have exclusive commercial rights under this contract. At this time, any commercial vendor can come into the City and pay the franchise fees to do business.

**Comm Nielsen moved to accept with gratitude the Solid Waste Committee recommendation and offer the contract to JJ's Solid Waste & Recycling Services.**

**Comm Readey seconded the motion.**

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

#### Approval of the Transportation Master Plan (TMP)

City Manager Francis said as a result of the Workshop on April 9th the City Council requested some changes to the plan. During that time, he and the Mayor met with Orlando Metro Plan and received further information showing other data. The consultant was provided the information and redrafted the Transportation Plan which was provided to Council for review. Mr. Francis asked for approval of the revised Plan.

Mayor Fouraker said if this Plan is adopted, Metro Plan, at their cost will provide technical planning support to the City. The City will also try to get LAP Certified (Local Agency Program) to be eligible for federal funding. At this time, the City of Belle Isle will not be eligible for funding until certification is obtained.

Comm Carugno asked if this plan will allow for annexation. Mr. Francis said the Plan would need to be amended for new annexation. The City's projects are found in Chapter 6 of the TMP report.

**Comm Nielsen said approval of the TMP is extremely important for our City. Comm Nielsen motioned to approve the Transportation Master Plan as presented.**

**Comm Carugno seconded the motion.**

**The motion was unanimously approved 7:0.**

#### Approval of Property & Casualty Insurance Coverage

Mr. Francis requested Council table item 6e: Property & Casualty Insurance Coverage until August 20<sup>th</sup> for further review.

**Comm Sims motioned to table item 6e: Property & Casualty Insurance Coverage until August 20th.**

**Comm Carugno seconded the motion which passed unanimously.**

#### **NEW BUSINESS**

##### Proposed Agreement with Regal Boats to use Venetian Ramp

Mr. Francis requested Council table item 7a: Proposed Agreement with Regal Boats to use Venetian Ramp to an agreeable date for both the City and Regal's representative.

**Comm Carugno motioned to table item 7a: Proposed Agreement with Regal Boats to use Venetian Ramp to an agreeable date for both the City and Regal's representative**

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

##### Appointment of Special Events members

City Manager Francis said the Special Events Committee is down to one member and asked for a motion to approve Betty DeJarnette and Mayor Fouraker ex-officio to the Special Events Committee.

**Comm Readey motioned to approve Betty DeJarnette and Mayor Fouraker to the Special Events Committee.**

**Comm Gold seconded the motion.**

**Comm Carugno asked that the Mayor not be part of the Committee to allow for a more relaxed setting when deciding on City events. Mr. Francis said the Mayor might participate and serve on any committee as ex-officio under Chapter 2.54(3) of the municipal code.**

**After discussion, the motion passed 7:0.**

## ATTORNEY REPORT

Attorney Ardaman said he would have more detail on the Lake jurisdiction at a later date once they receive information from the task committee appointed by the City Manager per prior discussion

## CITY MANAGER'S REPORT

### Issues Log update

City Manager Francis reported the following,

- Cornerstone Charter Academy Board requested a new date for the Joint meeting for August 28<sup>th</sup> at 8:30 am.
- August 16-17<sup>th</sup> Strategic Planning Session has been scheduled at the DoubleTree by the airport. The questionnaire is due August 9<sup>th</sup> to the consultant.
- Mr. Francis asked for approval to work on an offer for the Bank of America building. The City's representative would like to make an offer on the City's behalf and submit for approval. In addition, he would like to negotiate a price for the Oasis building. Once offered the City can discuss future funding options for the purchase.

**Comm Nielsen motioned to authorize the City Manager to negotiate the purchase of the Bank America building and the Oasis building.**

**Comm Sims seconded the motion which passed 6:1 with Comm Readey, nay.**

## CHIEF'S REPORT

Chief Houston reported the following,

- Chief Houston said there have been a lot of active shootings and would like everyone to remember what you can do is RUN...FIGHT...HIDE. Mental preparedness can save your life.
- Chief Houston reported several car break-ins at Crunch Fitness. She reminded everyone not to leave valuable items visible in your vehicles. The PD will place an educational piece on the Sign Board to promote awareness.
- School is in session; she asked that everyone drive safely and has patience in the next few days.

## MAYOR'S REPORT

Mayor Fouraker reported on the following,

- He has been having a lot of issues with Gmail and asked if the City would be able to switch back to Outlook. Chief Houston noted that other agencies have said that Gmail/Google is not very secure. Comm Nielsen said the City might need to consider all the options and the cost of the current system vs what the City had before. She would like to see this as an agenda item for a future meeting.

**Comm Nielsen asked for the item to be placed on the issues log for further research and recommendation.**

**Comm Gold seconded the motion which passed unanimously.**

- He announced CCA certification and rating of an "A" school.

## COUNCIL REPORT

### • **Comm Gold**

Comm Gold asked for a better audio/video solution for City meetings. Mr. Francis said he has reached out to Oakridge HS, who have agreed to help the City with a new video process.

### • **Comm Carugno**

Comm Carugno asked if there was an opening for the City to work with the Orange County School Board to acquire the Pine Castle Elementary school building. Mayor Fouraker said he has communicated the need to Linda Colbert and are looking to collaborative efforts moving forward. He further added that Orange County has expressed that they will not be selling the property and will repurpose the building.

### • **Comm Nielsen**

Comm Nielsen said the fountain is now up and running and asked for consideration to dedicate the fountain to Comm Readey. She asked for consideration as an action item for a future agenda.

## ADJOURNMENT

There being no further business Mayor Fouraker called for a motion to adjourn. The motion was passed unanimously at 8:16 p.m.

Yolanda Quiceno, CMC, City Clerk



# city council minutes

b.

## MINUTES August 30, 2019 Special Called Session 3:00 pm

The Belle Isle City Council met in a Special Called session on August 30, 2019, at 3:00 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

- Commissioner Anthony Carugno
- Commissioner Karl Shuck
- Commissioner Jim Partin
- Commissioner Mike Sims
- Commissioner Sue Nielsen

Absent was:

- Mayor Nicholas Fouraker
- Commissioner Harv Readey
- Commissioner Ed Gold

Also present were City Manager Bob Francis, Attorney Lance King, Chief Houston, and City Clerk Yolanda Quiceno.

### CALL TO ORDER

City Manager Francis called the Special Called session to order at 3:00 pm and confirmed quorum.

Mr. Francis reported that the Mayor would not be in attendance because he is at the Emergency Operations Center (EOC) on behalf of the City where the Governor is going to report on Hurricane Dorian. Under the Charter, since the Mayor and the Vice Mayor are not available Mr. Francis asked that Council make a motion to appoint a Commissioner in the interim as Acting Mayor.

He also reported that Comm Gold contacted the City Clerk and informed her that he was not able to reschedule his day at the office to attend.

**Comm Sims moved to nominate self.**

**Comm Nielsen seconded the motion which passed unanimously 5:0.**

**Comm Sims moved to excuse Mayor Fouraker, Vice-Mayor Readey and Comm Gold from today's session.**

**Comm Nielsen seconded the motioned which passed unanimously 5:0.**

Mr. Francis welcomed Attorney Lance King from Fishback Dominic.

### Brief on City's Preparation

Mr. Francis reported the following on Hurricane Preparedness update,

1. RFPs for Debris Removal and Disaster Debris Monitoring and Federal Assistance have been posted. If the City does not receive any responses the Staff will assume the duties and responsibilities.
2. Preliminary plans have been scheduled for debris push and collection. The storm is a slow-moving system, and plans may change as the storm moves forward.
3. Sandbags have been made available for Belle Isle residents. In addition, the County has additional locations throughout the County.
4. Police Department is ready and is on stand-by.

### Emergency Ordinance No. 19-08

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, DECLARING A STATE OF EMERGENCY WITHIN THE CITY OF BELLE ISLE WITH THE DECLARATION OF EMERGENCY BY THE GOVERNOR; ADOPTING EMERGENCY REGULATIONS TO ADDRESS PREPARATION FOR AND THE AFTERMATH OF HURRICANE DORIAN; PROVIDING FOR NON-CODIFICATION, SEVERABILITY, AN EFFECTIVE DATE AND A SIXTY DAY EXPIRATION UNLESS TERMINATED EARLIER.

**City Clerk read Ordinance 19-08 by title**

**Comm Nielsen moved to approve Emergency Ordinance No. 19-08 as presented.**

**Comm Partin seconded the motion which passed unanimously upon roll call,**

Comm Nielsen, aye

Comm Partin, aye

Comm Sims, aye

Comm Shuck, aye

Comm Carugno, aye

#### **ADJOURNMENT**

There being no further business Acting Mayor, Commissioner Mike Sims called for a motion to adjourn. The motion was passed unanimously at 3:10 p.m.

Yolanda Quiceno, CMC, City Clerk

RESOLUTION 19-11

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA,  
CREATING A CITY SOLID WASTE AND RECYCLING ADVISORY BOARD

WHEREAS, according the City of belle Charter Section Sec. 2-54(a) Advisory Committees, the Council has the power to establish advisory committees; and

WHEREAS, the City Council of the City of Belle wishes to establish a comprehensive program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the natural, economic, and energy resources of the City; and

WHEREAS, the City Council of the City of Belle goals for this comprehensive program is to reduce waste generation, increase recycling, direct valuable resources away from the landfill, maintain and improve levels of service in the solid waste and recycling system; and

WHEREAS, the City Council of the City of Belle Isle Florida has determined it to be in the best interest of the citizens of Belle Isle to create a City of Belle Isle Solid Waste and Recycling Advisory Board for the continued improvement of the quality of life of its citizens; and

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

1 **Section 1.**

2 That the City of Belle Isle, Florida does herewith and does hereby create a City  
3 of Belle Isle Solid Waste and Recycling Advisory Board. It is the purpose of the  
4 Solid Waste and Recycling Advisory Board to act in an advisory capacity to the  
5 City Council by bringing to their attention feed-back from the community  
6 concerning the solid waste and recycling program, and to establish and maintain a  
7 comprehensive program for solid waste handling, and solid waste recovery and/or  
8 recycling.

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10 **Section 2. Membership**

11 The City Solid Waste and Recycling Advisory Board shall consist of no less than  
12 five members and no more than seven (7), at large, to be appointed by the City  
13 Council. The members of said board shall be residents of the municipality. Members  
14 shall not be employees or elected officials; however, a City Council member may be  
15 appointed to the Board as a nonvoting member to act as a liaison between the Board  
16 and the City Council. Appointments to the board and shall be on the basis of  
17 experience, interest and level of commitment.

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19 **Section 3. Term of Office**

20 The initial appointments to the City Police Advisory Board shall be as follows to  
21 create staggered terms,

- 22 a. Two members appointed for a term of one year
- 23 b. Three members appointed for a term of two years
- 24 c. Two member appointed for a term of three years

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- 1        b. Thereafter members shall be made for a period of three (3) years;
- 2        c. Members may be appointed for one (1) additional term at the completion of
- 3            the second term the member will have a waiting period for one year before
- 4            being reappointed.
- 5        d. Appointments to fill any vacancy shall be for the remainder of the unexpired
- 6            term of office;
- 7        e. Any member who fails to attend three successive meetings without cause and
- 8            without proper approval of the Board shall automatically forfeit his or her
- 9            appointment and the Council shall promptly fill such vacancy.
- 10       f. Members may be removed at the discretion of the City Council.

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**Section 4. Compensation**

12 Members of the board shall serve without compensation.

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**Section 5. Meetings**

15 The City Solid Waste and Recycling Advisory Board shall establish a regular  
16 meeting schedule. Minutes shall be kept of all board proceedings and all board  
17 meetings shall be open to the public.  
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**Section 6. Operation**

20 Members of the City Solid Waste and Recycling Advisory Board shall annually elect  
21 a Chairman, Vice-Chairman, and Secretary by majority vote to preside over the  
22 board's meetings.  
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1 **Section 7. Duties and Responsibilities**

2 The City Solid Waste and Recycling Advisory Board shall have the following duties  
3 and responsibilities:

- 4 a) To establish and maintain a comprehensive program for solid waste handling,  
5 and solid waste recovery and/or recycling.
- 6 b) To evaluate waste provider services and act as a liaison between the waste  
7 provider and the City on operational issues.
- 8 c) To generate community interest and involvement in solid waste and recycling  
9 by creating educational materials, to include newsletters, informational  
10 events involving waste collections, and other areas of community relations.
- 11 d) To advise the City Manager and City Council on issues in the community  
12 involving solid waste and recycling.
- 13 e) To discuss ways to work with residents to lessen the amount of waste  
14 collection.
- 15 f) To review and assist in drafting Requests for Proposals for waste providers  
16 and assist the City Manager in reviewing the franchise agreement and  
17 contract for solid waste and recycling
- 18 g) To conduct any other activities that will promote the goals of the  
19 comprehensive program for solid waste handling, and solid waste recovery  
20 and/or recycling.

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1 **Section 8.** This Resolution shall take effect upon its adoption.

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3 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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5 ATTEST: \_\_\_\_\_

6 Yolanda Quiceno  
7 CMC-City Clerk

Nicholas Fouraker  
Mayor

8

9 STATE OF FLORIDA

10 COUNTY OF ORANGE

11 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that  
12 the above and foregoing document RESOLUTION 19-11 was duly and legally passed by  
13 the Belle Isle City Council, in session assembled on the 3rd day of September  
14 2019, at which session a quorum of its members were present.

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17 Yolanda Quiceno, CMC-City Clerk

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RESOLUTION 19-12

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN INCREASE IN THE ANNUAL NON-AD VALOREM SOLID WASTE COLLECTION ASSESSMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle, Florida, provides solid waste collection services to residential properties within the corporate boundaries of the City by contract with private waste management companies; and

WHEREAS, the City has by Ordinance 09-15 levied an annual non-ad valorem solid waste collection assessment against all residential developed real property located within the City boundaries; and

WHEREAS, Chapter 28, Article V, Section 28-202 of the Belle Isle Code of Ordinances provides that the amount of the solid waste service assessment in any fiscal year shall be determined by the rates, fees and charges established by the city solid waste franchise agreement; and

WHEREAS, upon adoption of Ordinance 19-06, the City will enter into a contract for waste collection and recycling services with JJ's Waste and Recycling, LLC.; and

WHEREAS, the annual amount necessary to provide said solid waste collection service is \$245.64 per residence from the current \$236.00; and

WHEREAS, the City desires to set the rates for the tax year 2019 in order to enable the Orange County Tax Collector to include the same on the 2019 tax bills.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA HEREBY

RESOLVES:

SECTION 1. The annual non-ad valorem solid waste collection assessment for each developed residential property to be included on the 2019 tax bills is \$245.64 per residence.

SECTION 2. The new assessment amount supersedes any previous assessment amount established by the City Council of the City of Belle Isle, Florida.

SECTION 3. The new assessment amount will become effective upon the adoption of City of Belle Isle Ordinance 19-06 granting JJ's Waste and Recycling, LLC., an exclusive solid waste and recycling collection service franchise for the City of Belle Isle.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019 by the City Council of the City of Belle Isle, Florida.

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

\_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

\_\_\_\_\_  
Approved as to form and legality  
Kurt Ardaman, City Attorney

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

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4 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that  
5 the above and foregoing RESOLUTION 19-12 was duly and legally passed by the City  
6 of Belle Isle City Council, in session assembled, at which session a quorum of its  
7 members were present on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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10 Yolanda Quiceno, CMC-City Clerk

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**ORDINANCE NO. 19-06**

**AN ORDINANCE GRANTING JJ’S WASTE AND RECYCLING, LLC, AN EXCLUSIVE SOLID WASTE AND RECYCLING COLLECTION SERVICE FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF CERTAIN PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Council of City of Belle Isle made a Request for Proposals for solid waste and recycling collections services; and

**WHEREAS**, the Council of City of Belle Isle has reviewed and considered all responses timely received to the Request for Proposals; and

**WHEREAS**, the Council of City of Belle Isle has determined that the proposal submitted by JJ’s Waste and Recycling, LLC d/b/a JJ’s Waste and Recycling of Orlando was the lowest and best proposal received;

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Belle Isle as follows:

**SECTION 1.** City of Belle Isle deems it necessary, desirable and in the interest of its citizens to enact an ordinance granting to JJ’s Waste and Recycling, LLC an exclusive solid waste collection and recycling service franchise within the City of Belle Isle, Florida, subject to the terms and conditions as specified in the Request for Proposal, RFP #19-06, dated June 21, 2019 and in the Proposal submitted by JJ’s Waste and Recycling, LLC in response, dated July 23, 2019. The exclusiveness of franchise granted herein concerning solid waste for commercial units/customers is subject to the exceptions as set forth in the RFP #19-06, which the City shall have the right to implement by way of future ordinance(s) and contract(s).



ATTEST:

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Yolanda Quiceno, City Clerk

\_\_\_\_\_  
Approved as to form and legality

Kurt Ardaman, City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Ordinance 19-06 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Yolanda Quiceno, City Clerk



**SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

This Solid Waste and Recycling Services Agreement (“Agreement”) is entered into on this 1<sup>st</sup> day of October 2019, between the City of Belle Isle, a Florida municipal corporation whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 (“City”), and JJ’s Waste and Recycling, LLC, whose address is 3905 El Rey Road, Orlando, Florida 32808 (“Contractor”). Sometimes, herein, the City and Contractor shall be collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, City issued a Request for Proposals for Solid Waste and Recycling Services - RFP #19-06 ("the RFP"); and

**WHEREAS**, Contractor submitted a proposal in response to the RFP on or before July 23, 2019; and

**WHEREAS**, City received and evaluated proposals from vendors in response to the RFP; and

**WHEREAS**, the Contractor submitted the lowest and best proposal in response to the City's RFP; and

**WHEREAS**, City has the power to execute this Agreement; and

**WHEREAS**, Contractor has the power to execute this Agreement; and

**WHEREAS**, City desires to hire Contractor to provide those services specified hereinafter and as set forth in the RFP relating to solid waste and recycling services; and

**WHEREAS**, Contractor desires to provide those services specified hereinafter and as set forth in the RFP relating to solid waste and recycling services.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual obligations undertaken herein, and such other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

**1. DEFINITIONS:**

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is Collected within the City pursuant to this Agreement.

1.2. **Agreement:** Agreement shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor and executed by the Parties.

1.3. **Agreement Year:** Agreement Year shall mean the period beginning October 1<sup>st</sup> of each year and ending on September 30<sup>th</sup> of the subsequent year for the term of the Agreement.

14. **Applicable Law:** Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, in any case, that shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.
15. **Basic Service:** For Residential Services, Basic Service shall mean the following: (1) twice per week unlimited Solid Waste and Bulky Waste Services; (2) once per week Program Recyclable Materials Services; (3) once per week Yard Waste Services
16. **Brush:** Brush shall mean Yard Trimmings that cannot be easily contained in a Yard Trimmings Can, Yard Trimmings Bag or Bundle.
17. **Bulky Waste:** Bulky Waste shall mean Acceptable Solid Waste composed of materials not easily contained in a Solid Waste Bag or Can such as, but not limited to White Goods, furniture, Brush, carpet, and other Acceptable Solid Waste not easily contained in a Solid Waste Bag or Can.
18. **Bulky Waste Services:** Bulky Waste Services shall mean the Collection and Disposal of Bulky Waste.
19. **Bundle or Bundles:** Bundle or Bundles shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed four (4) feet in length or fifty (50) lbs. in weight.
- 1.10. **Business Day:** Business Day shall mean any day, Monday through Friday, from 8:00 AM, Eastern Time until 5:00 PM, Eastern Time, which is not a holiday designated as such in the Agreement.
- 1.11. **Can:** Can shall mean a receptacle owned by the Customer used for Solid Waste, including Yard Trimmings, Set-outs.
- 1.12. **City:** City shall mean the City of Belle Isle, Florida.
- 1.13. **City Facility:** City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services. Solid Waste or Bulky Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials for transport to a Processing Facility.
- 1.14 **Commencement Date:** Commencement Date shall mean October 1, 2019, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Agreement.

- 1.15. **Commercial Container:** Commercial Container shall mean a Cart, Dumpster, Dumpster Compactor, Roll-off, or Roll-off Compactor.
- 1.16. **Commercial Cart Service Unit:** Commercial Cart Service Unit shall mean a Commercial Service Unit which Set-outs no more than two (2) Solid Waste Carts per calendar week.
- 1.17. **Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than Residential Service Units within the corporate limits of the City.
- 1.18. **Construction and Demolition Debris:** Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.19. **Contamination:** Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.
- 1.20. **Contract Administrator:** Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.21. **Contractor:** Contractor shall mean \_\_\_\_\_.
- 1.22. **Contractor's Representative:** Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf.
- 1.23. **Curbside:** Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste and Recyclable Materials from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway and outside any fence.
- 1.24. **Customer:** Customer shall mean (i) the City; or (ii) the owner or tenant of a Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.25. **Dead Animals:** Dead Animals shall mean animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.26. **Dispose or Disposal:** Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or non-containerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.

- 1.27. **Disposal Site:** Disposal Site shall mean a Landfill or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 1.28. **Dumpster:** Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of two (2) cubic yards, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically.
- 1.29. **Dumpster Compactor:** Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.30. **Effective Date:** Effective Date shall mean the date set forth in the first sentence of this Agreement.
- 1.31. **Eligible Disaster Debris:** Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 1.32. **Garbage:** Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.33. **Hazardous Waste:** Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.34. **Handicapped Residential Unit:** Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by Service Provider.
- 1.35. **Landfill:** Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.
- 1.36. **Missed Collection:** Missed Collection shall mean a Collection that was not provided as scheduled.
- 1.37. **May:** Something that is not mandatory but permissible.
- 1.38. **Medical Waste:** Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bul

human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in state law, as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5).

- 1.39. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste collection via Dumpster or Roll-off.
- 1.40. **Party:** Party shall mean Contractor or City.
- 1.41. **Process or Processed or Processing:** Recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets. Recovery of Program Household Hazardous Waste and Electronics, treatment of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.
- 1.42. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by the Contractor.
- 1.43. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.
- 1.44. **Program Recyclable Materials:** Program Recyclable Materials shall include those Recyclable Materials listed in Orange County Think 5 Program for Recycling:

The definition for Program Recyclable Materials will be updated based on the Orange County Think 5 Program.

- 1.45. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials.
- 1.46. **Recyclable Material:** Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
- 1.47. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional

sources, recycling includes the composting process if the compost material is put to beneficial use.

- 1.48. **Recycling Services:** Recycling Services shall mean the Collection and Processing of Program Recyclable Materials.
- 1.49. **Refuse:** Refuse shall mean Rubbish.
- 1.50. **Residential Service Unit:** Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, not on a Multi-Family Property, shall be treated as a Residential Service Unit, except that each single-family dwelling within any such Residential Service Unit shall be billed separately as a Residential Service Unit.
- 1.51. **Roll-off:** Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle.
- 1.52. **Roll-off Compactor:** Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.53. **Rubbish:** Rubbish shall mean no putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, leaves, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.54. **Scheduled Collection Day:** Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
- 1.55. **Services:** Services shall mean Solid Waste Services and Recycling Services.
- 1.56. **Set-out:** Set-out shall mean material(s) placed by a Customer for Collection by Contractor.
- 1.57. **Shall:** Something that is mandatory and not merely discretionary.
- 1.58. **Single Stream:** Single Stream shall mean commingled and not required to be subdivided by the Customer prior to collection.
- 1.59. **Solid Waste:** Solid Waste shall mean Garbage, Rubbish, Refuse, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from

industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Florida Code;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by state or federal government, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*).

- 1.60. **Solid Waste Bag:** Solid Waste Bag shall mean a Non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Solid Waste Bag and its contents shall not exceed fifty (50) pounds.
- 1.61. **Solid Waste Services:** Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste, including Yard Trimmings, and Bulky Waste.
- 1.62. **Special Waste:** Special Waste shall mean waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) Containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Florida law, rule or regulation as "Special Waste".
- 1.63. **Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.
- 1.64. **Unacceptable Set-out Notice:** Unacceptable Set-out Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.
- 1.65. **Unacceptable Waste:** Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing fifty pounds (50 lbs.) or greater from Customers other than the City Facility, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharge

subject to regulation by permit.

- 1.66. **White Goods:** White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
- 1.67. **Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.
- 1.68. **Yard Trimmings Bag:** Yard Trimmings Bag shall mean Kraft bag or other sack authorized by the Yard Trimmings Processing Facility, designed to store Yard Trimmings with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Trimmings Bag and its contents shall not exceed fifty (50) pounds.

**2. GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

- a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units;
- b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- c) Collection and Disposal of Solid Waste for Commercial Service Units except for roll-off services and except for as provided in the RFP concerning the City’s ability to allow other commercial haulers to provide such services within the City at lower rates than Contractor through direct negotiations and contracting with commercial businesses; the City shall have the right to amend its code of ordinances and enter into contract(s) with other parties to implement these exceptions; in the event of a conflict between this provision and any other provision in this Agreement, this provision shall control; and
- d) Collection and Disposal of Yard Waste.

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- a) Collection and Processing of Program Household Hazardous Waste and Electronics for Residential Service Units;
- b) Collection and Processing of Program Recyclable Materials for Commercial Service Units;
- c) Collection and disposal of Special Waste; and
- d) Roll-off services.



### 3. TERM:

- 3.1. **Initial Term:** Unless sooner terminated in accordance with the Agreement, the initial term of this Agreement shall commence October 1st, 2019 at 12:00 AM, Eastern Time, (“Commencement Date”) and shall continue in effect until September 30<sup>th</sup>, 2024 at 11:59 PM, Eastern Time.
- 3.2. **Optional Renewal Terms:** The parties may renew this Agreement for up to three (3) additional one (1) year optional renewal terms by mutual agreement in writing. The City must advise the Contractor at least nine (9) months from expiration of the initial term or a renewal term. If Contractor does not agree to the renewal within one (1) month of such notification, it will be assumed they do not agree. This provision in no way limits City’s right to terminate this Agreement at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Agreement.

### 4. RESIDENTIAL SERVICE UNIT COLLECTION:

- 4.1. **Acceptable Solid Waste Collection:** Contractor shall Collect from each Residential Service Unit, each scheduled collection day, all Acceptable Solid Waste, including Yard Trimmings, contained in Solid Waste Bags and Cans and all Yard Trimmings contained in Yard Trimmings Bags, Bundles, and Cans.
- 4.2. **Program Recyclable Materials Collection:** Contractor shall Collect from each Residential Service Unit, on the Scheduled Collection Day such Residential Unit receives Solid Waste Collection, all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit’s Recycling Cart per Scheduled Collection Day.
- 4.3. **Bulky Waste Collection:** Contractor shall Collect from each Residential Service Unit, one day per week on a Scheduled Collection Day, the greater of one item or two (2) cubic yards of Bulky Waste per Scheduled Collection Day. Contractor shall Collect additional Bulky Waste per request of a Residential Service Unit Customer.
- 4.4. **Program Household Hazardous Waste and Electronics Collection:** Twice each contract year the Contractor, in coordination with the City, shall conduct a one-day Program Household Hazardous Waste and Electronics Collection event developed by Contractor and approved by Contract Administrator. Contractor will be responsible for obtaining all permits and regulatory approvals.
- 4.5. **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor may provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).

- 4.6. **Provision of Service:** The residential services of the Contractor, and all labor, equipment and other matters required to provide said service, are agreed to be

## 5. COMMERCIAL SERVICE UNIT COLLECTION:

### 5.1 Acceptable Solid Waste Collection:

- a) Commercial Cart Service Unit: Contractor shall Collect from each Commercial Cart Service Unit, one day per week on a Scheduled Collection Day, all Acceptable Solid Waste contained in one (1) or two (2) Solid Waste Cart(s) per Scheduled Collection Day.
- b) Commercial Service Units Dumpster Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Dumpsters per Scheduled Collection Day. Contractor and Customer shall mutually decide upon the number, size, and location of Dumpsters. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- c) Commercial Service Units Roll-off Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), Contractor may Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-off. Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.

**5.2. Program Recyclable Material Collection:** Upon Request of a Multi-family Property Customer, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in or adjacent to Recycling Carts or Recycling Commercial Containers. Contractor shall provide such services at a rate equal to or less than the rate for Solid Waste Collection at the same service level (i.e. receptacle size, Collection frequency). Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

**5.3 Provision of Service:** The commercial services of the Contractor, and all labor, equipment and other matters required to provide said service, are agreed to be provided by Contractor for the monthly Base Fee identified in Exhibit "1" attached hereto.

## 6. CITY SERVICES

The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section.

**6.1 City Facilities Solid Waste Collection:** For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day.

**6.2 City Facilities Program Recyclable Material Collection:** For all City Facilities,

Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

- 6.3 City Services:** Upon request of Contract Administrator, Contractor shall provide the City up to four (4) 8 CY dumpsters for Collection of Acceptable Solid Waste and/or Program Recyclable Materials throughout the contract year. City shall solely decide the location of the dumpsters. Contractor will provide 48 collections and disposals at no cost to the City. Thereafter, the City shall pay the Collection Fee and Disposal Fee for any pulls at then-current rate schedule as reflected in Exhibit 1.

**7. EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS:**

The Contractor shall Collect all Acceptable Solid Waste, including excess Solid Waste Bags, a maximum of 2 cubic yards from each Residential Service Unit for the following days:

- a) first Collection following a holiday as defined by Section 17.2;
- b) first Collection following a move-out or move-in; and
- c) Monday of last full week in December to Saturday of first full week in January.

**8. COLLECTION LOCATIONS:**

**8.1 Residential Service Unit Collection:** Contractor shall Collect Solid Waste, Program Recyclable Materials, and Yard Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for Handicapped Residential service. For Residential Service Units that qualify for Handicapped Residential service, Contractor shall collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator and agreed upon by the Contractor. For Handicapped Residential service, Contractor's employees shall not be required to enter any gated areas or garages for Collection of Solid Waste and Program Recyclable Materials. Contractor shall return all Cans and Carts to approximately original location.

**8.2 Commercial Service Unit Collection:** The Commercial Container shall be located on or at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

**9. DISPOSAL AND PROCESSING SERVICES:**

**9.1 Disposal of Contractor Collected Materials.** Excluding Roll-off, Contractor agrees

that the then-current rate schedule as reflected in Exhibit “1” includes the costs for Disposal of Acceptable Solid Waste and Bulky Waste Collected by Contractor. Disposal of material Collected via Roll-off shall be in accordance with the then current Disposal Fee as reflected in Exhibit “1.”

**9.2 Processing of Contractor Collected Materials.**

- a) Program Recyclable Materials. Customers may set-out Single Stream Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule as reflected in Exhibit “1” includes the costs for Processing of Program Recyclable Materials, including Single Stream Program Recyclable Materials, Collected by Contractor.

**9.3 Disposal and Processing Capacity:** Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City’s needs.

**10. DISPOSAL AND PROCESSING LOCATIONS:**

The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Florida Department of Environmental Quality and/or the U.S. Environmental Protection Agency:

- a) Solid Waste to a Disposal Site;
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials; and
- c)

Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall weigh, record, and tabulate materials from the City and other generators separately. Contractor shall test the scales as required by Applicable Law.

**11. PROCESSING REQUIREMENTS:**

Contractor commits to utilizing the Orange County Materials Recovery Facility (MFR), and will comply with its Current and Future Think 5 Program

**12. ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS**

City reserves the right to add other Recyclable Materials to the program or delete

Recyclable Materials from the program if the Parties agree it is economically and technically feasible. An increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule by an amendment to this Agreement executed by the Parties.

**13. COMMINGLING OF MATERIALS PROHIBITED:**

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle the following materials:

- a) Program Recyclable Materials from Residential Service Units Collected under this Agreement with yard waste materials;
- b) Program Recyclable Materials with other materials; or
- c) Program Household Hazardous Waste and Electronics from Residential Service Units Collected under this Agreement with recyclable materials.

**14. DISPOSAL OF PROGRAM RECYCLABLE MATERIALS:**

Contractor shall not dispose of any Program Recyclable Materials to markets that Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of such materials or marketing of such materials to markets that Contractor knows or reasonably should have anticipated will dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Agreement and may result in termination by City of this Agreement with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by City of this Agreement.

**15. INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:**

**15.1 Contractor's Right to Inspect Set-Outs:** Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Agreement.

**15.2 Unacceptable Set-outs:** Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- a) Set-out of Program Recyclable Materials contains more than ten percent (10%) of non-Recyclable Materials by weight; or
- b) A Set-out contains Unacceptable Waste that cannot be easily separated, such as by manual efforts.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- a) Collect the portion of the Set-out that is properly Set-out; and
- b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unaccepted Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM, Eastern Time the next Business Day. If Contractor fails to provide a written report in accordance with this section, Contractor shall be subject to administrative charges as set forth in this Agreement.

**16. RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:**

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of sixty (60) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the day without Contract Administrator's approval.

**17. HOURS OF OPERATION AND HOLIDAYS:**

**17.1 Hours of Operation:** Contractor shall provide Collection to Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Eastern Time and shall not extend beyond 7:00 PM, Eastern Time unless approved by the Contract Administrator. Collection from Commercial Service Units not adjacent to Residential Service Units shall be collected at such hours as may be determined by Contractor. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City. Contract Administrator reserves the right to restrict the hours of operation based on customer complaints.

**18. DAMAGE TO PROPERTY:**

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor. Contractor shall notify the property owner within forty- eight (48) hours of the the intent to review the damage and how the damage will be resolved.

Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

## 19. COMPLAINTS AND OFFICE:

**19.1 Complaints:** Customer complaints shall be directed to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

**19.2 Local Office:** Contractor shall maintain an office within forty (40) street miles of City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Eastern Time and the later of 5:00 PM, Eastern Time or completion of Collection from Residential Service Units, Monday through Friday. For after office hours, the local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

## 20. EQUIPMENT AND LABOR:

Contractor, at its sole cost and expense, agrees to furnish, all equipment, excluding equipment explicitly stated in this Agreement to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Agreement.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any materials. For Roll-off Collection, Contractor shall provide Collection using vehicles equipped with a cover which may be netted with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles as to scatter material.

Contractor shall maintain all vehicles and Collection equipment in a first class, safe, and efficient working condition throughout the term of this Agreement. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

All Collection vehicles used in performance of the obligations herein created shall be less than ten (10) years old and clearly marked with the Contractor's name, telephone number, and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat

and sanitary condition and are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Contractor agrees to collect all municipal solid waste using refuse bags, receptacles, containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair, and good and clean appearance. Contractor further agrees to use collection vehicles which are water tight with a tight cover to prevent offensive odors from escaping and garbage from being scattered. Collection vehicles shall be of 30 cubic yard size or smaller, so as to minimize damage to City streets.

City may inspect Contractor's equipment at any time to insure compliance with this Agreement. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose.

## **21. SPILLAGE AND LEAKAGE, LITTER, AND ODOR**

**21.1 Spillage and Leakage:** Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earliest of either: the (i) notification of spillage or leakage; or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.

**21.2 Litter:** Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Agreement.

**21.3 Odor:** Contractor shall maintain equipment used for purposes of this Agreement in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Agreement by Contractor in a manner that eliminates odors.

## **22. RECORDS AND REPORTS:**

Contractor agrees to maintain at the local office, see Section 19.2, adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are agreeable to the Contract Administrator

Contractor shall provide the City with a quarterly report within fourteen (14) calendar days following the end of the quarter and an annual report within thirty (30) calendar days following the end of the agreement year summarizing the above information and identifying the number of Residential Service Units serviced in the previous time period.



## 23. INSPECTION RIGHTS:

**23.1 City's Right to Inspect Records, Books, Data and Documents:** City shall have access, within one Business Day of advanced written notification to Contractor, to all books, records, data and documents of Contractor that are relevant or related to this contract for inspection, and audit, at City's own expense.

**23.2 City's Rights to Inspect Facilities and Equipment and Audit Performance:** City shall have access, within one business day of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Agreement are conducted in compliance with the terms of this Agreement, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

## 24. RECYCLABLE MATERIALS REVENUES, BILLING FEE, AND FRANCHISE FEE:

**24.1 Recyclable Materials Revenues:** Contractor shall retain all revenues from the sale of Recyclable Materials.

**24.2 Franchise Fee: After passage of an ordinance by the City of Belle Isle, the** City shall receive a five percent (5%) franchise fee (the "Franchise Fee") for all Residential Services and fifteen percent (15%) on Commercial Services and Roll-off Services. Contractor shall pay the City the Franchise Fee based on gross billings for services provided via the Agreement within the City within thirty (30) calendar days after the last day of the month Contractor provided such services.

## 25. BILLING:

**25.1** A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Agreement. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Agreement.

**25.2** City shall provide billing and bill Base Services for Residential Service Units during the term of this Agreement. Contractor shall provide billing and bill services for all

services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulky Waste services and Roll-off Services.

- 25.3** Contractor shall bill City and Customers in accordance with Agreement and the then-current rate schedule as reflected in Exhibit "1." Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Agreement.
- 25.4** Within thirty (30) calendar days of receiving the list provided by the City, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment, less any Billing fees, Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Agreement, for services rendered by Contractor to Residential and Commercial Cart Service Units within thirty (30) calendar days after receipt of invoice.
- 25.5** Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to the City payment for any Franchise Fees, and other payments in accordance with this Agreement, for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

**26. MODIFICATION TO RATES:**

The Contractor may submit a written request for modification to fees on or before July 1<sup>st</sup>, 2019 and every July 1<sup>st</sup> thereafter. If Contractor fails to submit a written request for modification to rates on or before July 1<sup>st</sup>, Contractor waives the right for a modification to rates.

All fees in Exhibit "1" shall remain fixed from the execution of this Contract through October 1<sup>st</sup>, 2020.

- 26.1 Base Rate Adjustment.** Contractor shall attempt to maintain rates herein during the term of this Agreement. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth, and adjusted for the next fiscal year, as follows: For the annual periods of this Agreement, the Contractor shall adjust rates reflective of the Consumer Price Index ("CPI-U") Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor for the immediate preceding 12-month period. Commencing October 1, 2020, and thereafter annually, on the anniversary date of this Agreement, both residential and commercial collection rates shall be adjusted to reflect changes in CPI for the preceding calendar year using May's CPI numbers. Any increases in rates shall be capped annually at the amount of the increase in the CPI or three percent (3%), whichever is lower; such cap shall be calculated separately for residential and commercial rates. CPI can increase/decrease each year. If there is a decrease in CPI, Belle Isle can request for a reduction in rates. However, if there is an increase in CPI, the vendor can request a change in rates providing evidence in a letter to the City of Belle Isle. If a CPI adjustment is not requested by May 31st each year, the rate

adjustment for that particular 12-month period shall be deemed **waived** and shall not be taken into consideration in the future rate adjustments. The City, upon receipt of the rate adjustment, shall ratify all rate adjustments by resolution within 15 days of the CPI increase notification.

- 26.2 Pass-through of Increased Governmental Costs or increased Landfill Disposal Costs. The Contractor may request and City will approve an increase in the monthly rate hereunder if, during the term of this Agreement, the Contractor's costs increase solely as a result of an increased or new fee, charge, or assessment imposed by any relevant governmental authority including, a city, county, municipality or the Federal or State government on the Contractor's business capital or operations or due to increased disposal costs (including landfill and alternative disposal or recycling facility costs) after the date of this Agreement, provided that the fee, charge, or assessment was not imposed due to the Contractor's violation of any applicable legal requirement. Such adjustment will not be limited by the 3% maximum adjustment related to any CPI based adjustment. To obtain an increase in the monthly rate under this subparagraph, the Contractor must submit documentation confirming the amount of or increase in the fee, charge, or assessment and the effective date of the increase, and must provide the City proportionate share of the increased cost. No pass-through will be effective until the City has approved the increase and made an appropriate adjustment to its rate order; however, City will not unreasonably condition or delay any such pass-through increase.

**27. LICENSE AND TAXES:**

Contractor shall obtain, at its sole expense, all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect. The City is exempt from sales and use taxes, and if necessary, the Contractor shall obtain an exemption certificate from the City.

**28. COMPLIANCE WITH LAWS:**

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with any and all Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

**29. ENFORCEMENT:**

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have

all rights and remedies available to it under Florida law to collect delinquent payment of fees by City and/or Commercial Service Unit Customers.

### **30. ADMINISTRATIVE CHARGES:**

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer damages which are difficult to determine and adequately specify.

The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by City or its designee.

Contractor and Contract Administrator will meet to discuss and agree on any administrative charges that may be applied by the City to the Contractor.

For the purposes of this Agreement, Contractor shall not be deemed to be liable for such charges where its inability to perform Collection service is the result of an event of Force Majeure as set forth in this Agreement.,

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

### **31. TERMINATION:**

City may terminate this Agreement without liability to Contractor, except for conforming services provided to the date of termination which are due and unpaid, and pursue all of its legal, contractual and equitable remedies for default upon Contractor based upon the following:

- a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the City's satisfaction within thirty (30) days thereafter;
- b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty days (60) thereafter;
- c) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;
- d) Committing an act of default of a provision of this Agreement and failing to correct such default to the satisfaction of the City, acting reasonably within 30 days' notice of such default from the City;
- e) Failing to timely and fully pay any or all impositions pursuant to this Agreement and failing to remedy the such within 30 days' notice of such failure to fully pay;
- f) Where there have been previous failures to perform in accordance with this Agreement that were cured after notice, but such breaches continue to

- occur on a frequency unacceptable to the City, on 30 days written notice regardless of cure; and/or
- g) As otherwise provided by this Agreement.

This Agreement shall further terminate upon any one of the following:

- a) The written agreement of the Parties;  
or b) The expiration of this Agreement.

### **32. DISPUTE RESOLUTION:**

Any disputes, differences, claims, or counterclaims between City and Contractor arising out of or in connection with this Agreement which cannot be amicably resolved by the Parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the Parties shall endeavor to resolve all claims, disputes, or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The Parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the Parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The Parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event these efforts are unsuccessful, the matter may be submitted to the Circuit Court in and for Orange County, Florida for trial and determination by the court sitting without jury. Said Parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of any such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.

### **33. FORCE MAJEURE:**

Except for any payment obligation by either Party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period

thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- a) Acts of God, including but not limited to, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence, in whole or in part, of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

#### **34. PERFORMANCE BOND:**

Upon Contractor's execution of this Agreement, Contractor shall make, execute, and deliver to City a good and sufficient performance bond in a form approved by the Contract Administrator, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Agreement Year ("Initial Agreement Year"), Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in an amount equal to the Contractor's estimated amount of gross billings to the City pursuant to this Agreement for the year of commencement being October 1, 2019 to September 30, 2020. For each Agreement Year after the Initial Agreement Year, Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in an amount equal to or greater than the amount of Contractor's gross billings to the City, pursuant to this Agreement, from the prior Agreement Year. Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Contractor shall ensure the Performance Bond is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Florida; have an "A" or better rating by either A. M. Best Company or Standard & Poor's; be included on the list of surety companies approved by the Treasurer of the United States of America; and be acceptable to City.

#### **35. INSURANCE:**

**35.1 No Insurance Provided by City:** Contractor shall be solely responsible for any and all insurance coverage required under the terms of this Agreement and for any

additional insurance that Contractor deems necessary. City does not, shall not, and shall not be required to carry insurance policies providing coverage for or on behalf of Contractor.

**35.2 Contractor Insurance Requirements:** Contractor shall procure and maintain, during the term of this Agreement and any extensions thereof, at its sole cost, the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<u>Commercial General Liability</u>	
BI & PD    Each Occurrence	\$1,000,000
BI & PD    General Aggregate	\$3,000,000
<u>Medical Expenses</u>	\$5,000
<u>Workers' Compensation</u>	Per Statutory Provisions \$100,000/accident
<u>Commercial Auto Liability</u>	
Bodily Injury Each Person	\$1,000,000
Bodily Injury Each Accident	\$3,000,000
Property Damage Each Occurrence	\$1,000,000
Combined Single Limit	\$5,000,000

Umbrella Liability (Excess)

Over GL, Auto & Employers Liability

\$3,000,000

City must be an additional insured on liability policies, except workers' compensation. Such coverages must be PRIMARY and not merely contributory with reference to the City's own insurance coverages. Necessary endorsements must be obtained and provided to the City upon execution of the contract.

Waiver of subrogation against the County required on all insurance, including workers' compensation

30 day termination notice to additional insureds endorsement required.

Proof of insurance must be submitted within 10 business days of execution of the Agreement, and before any work begins.

Subcontractors either must carry workers' compensation insurance or be covered by the contractor's workers' compensation insurance.

Coverages must be provided by insurers authorized to provide that type of insurance in Florida, and who are acceptable to the City.

**35.3 General Requirements.** Contractor's and its subcontractors' insurers must be authorized to transact business in the State of Florida.

Contractor shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing all required insurance before commencement of the work.

All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City. Additionally, all policies other than Workers' Compensation policies shall name the City as an additional insured.

Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these insurance

requirements as they apply to all subcontractors. Each insurance policy required by this Agreement shall meet each of the following requirements:



- a) Each policy shall apply separately to each insured against whom a claim is made and suit is brought, except with respect to the limits of the insurer's liability;
- b) Each policy except Workers' Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after twenty (20) calendar days' prior written notice by certified mail, return receipt requested, has been given to City. Workers' Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten (10) calendar days' prior written notice by certified mail, return receipt requested, has been given to City;
- c) City shall retain the right at any time to review coverage, form and amount of insurance;
- d) The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Agreement;
- e) Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy;
- f) Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of no fewer than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year;
- g) Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Agreement, as well as City's Agreement and description of work, are to be received and approved by City upon execution of this Agreement by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work; and

- h) Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Contractor pursuant to this Section shall survive expiration or termination of this Agreement.

Failure to comply with any term of this Section is a breach of this Agreement and may result in termination by City of this Agreement at City's option.

### **36. INDEMNITY:**

Contractor shall indemnify and hold the City and its officials, officers, employees, and agents harmless from all claims, losses, expenses, and damages, including, but not limited to, attorneys' fees and litigation costs at trial and appellate levels, for personal injury, sickness, disease, death, and real property damage, and personal property damages that may arise or arise solely from errors, omissions, negligent acts, recklessness, wrongful acts, or gross negligence of the Contractor or its employees, subcontractors, or agents during the performance of services under this Agreement. For purposes of compliance with Florida law, Contractor acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the work and services. The maximum monetary limit of indemnification under this section and other indemnifications contained in this Agreement is five million dollars (\$5,000,000) per occurrence, which the Parties agree bears a commercially reasonable relationship to the Agreement and the scope of work and services under this Agreement. This indemnification obligation remains separate and apart from the Contractor's obligation to obtain and maintain specified insurance coverages throughout the term of this Agreement. This paragraph survives expiration and termination of this Agreement, and nothing in this paragraph or this Agreement shall be considered or construed as a waiver of the City's sovereign immunity protections, including without limitation, those set forth in Section 768.28, Florida Statutes.

### **37. OWNERSHIP AND RISK OF LOSS:**

Title and risk of loss to Solid Waste, Program Recyclable Materials, Yard Waste, and Program Household Hazardous Waste and Electronics shall pass to Contractor when placed in Contractor's Collection vehicle.

### **38. SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

**39. ATTORNEY'S FEES, VENUE, AND CHOICE OF LAWS:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement shall be in Orange County, Florida. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY. In the event any litigation or lawsuit is filed regarding this Agreement, the Parties agree that they shall be responsible for their own attorneys' fees regarding same except as otherwise set forth in this Agreement (i.e., indemnification, public records lawsuit).

**40. MOST FAVORED NATIONS:**

If during the term of this Agreement, Contractor enters into or amends a contract with another municipal customer in Orange County, Florida providing each of the following: (i) an initial term at least as long as the initial term of this Agreement, (ii) uninterrupted service, (iii) Collection and Disposal of a volume of Solid Waste at least equal to the volume of solid waste under this Agreement, for lower than rates per this Agreement, then the City and the Contractor shall meet to negotiate any applicable rates of such municipal customer per request of the City.

**41. NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City, at: City of Belle Isle  
City Manager  
1600 Nela Ave  
Belle Isle, Florida 32809

If to the Contractor at: \_\_\_\_\_  
\_\_\_\_\_

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**42. DISCRIMINATION PROHIBITED:**

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, gender, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, gender, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**43. NO CONTINGENT FEES:**

Contractor warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**44. CONFLICT OF INTEREST:**

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with City. Contractor agrees that it will neither take any action nor engage in any conduct that would cause any City employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event that Contractor causes or in any way promotes or encourages a City officer, employee, or agent to violate Chapter 112, Florida Statutes, City shall have the right to terminate this Agreement.

**45. SUBCONTRACTORS:**

In the event that Contractor, during the course of the services under this Agreement, requires the services of any subcontractors or other professional associates in connection with the services covered by this Agreement, Contractor must first secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully responsible for the services of subcontractors or other professional associates. Notwithstanding the preceding, City reserves the right to accept the Contractor's use and selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to properly perform under this Agreement. Should a subcontractor fail to perform as required by this Agreement and it becomes necessary to replace the subcontractor, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

**46. ALL PRIOR AGREEMENTS SUPERSEDED:**

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

**47. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS:**

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

**48. INDEPENDENT CONTRACTOR:**

It is agreed that nothing herein is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties or as constituting Contractor (including its officers, employees, and agents) as an agent, representative, or employee of City for any purpose, or in any manner, whatsoever. Contractor is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**49. EMPLOYEE STATUS:**

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to City's officers and employees either by operation of law or by City.

**50. PUBLIC RECORDS LAW:**

Contractor acknowledges and agrees that the City is a public entity that is subject to Florida's Public Records Act (Chapter 119, Florida Statutes) and as such, records in Contractor or City's control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119, Florida Statutes, unless there is an applicable exemption or confidential provision under state law. Records, documents, computerized information and programs, e-mails, electronic files, memos, drawing, audio or video tapes, photographs, or other records of Contractor regardless of form are subject to Chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City's Clerk. While in the possession and control of Contractor, at Contractor's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Florida Public Records Act and Contractor must comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes, and further Contractor shall allow inspection of such records in accordance with the Public Records Act. Contractor hereby indemnifies and holds harmless the City concerning any claims, damages, suits, judgments, losses, expenses, and penalties arising out of or concerning Contractor's violation of the Public Records Act or this provision, including for attorneys' fees and costs at all trial and appellate levels. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Yolanda Quiceno, City Clerk, 1600 Nela Avenue, Belle Isle, Florida 32809; Telephone (407) 851-7730; e-mail yquiceno@belleislefl.gov.** This Section shall survive expiration and termination of this Agreement.

**51. SOVEREIGN IMMUNITY:**

Nothing contained in this Agreement or any record or communication arising out of or relating to this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections or any other defenses or immunities afforded under law to the City and its officials, employees, and agents, including those set forth in Section 768.28, Florida Statutes.

**52. RIGHTS AT LAW RETAINED AND NON-WAIVER:**

The rights and remedies of the City provided for in this Agreement are in addition and supplemental to any other rights and remedies provided by law. Additionally, any failure by the City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**53. ARREARS:**

The Contractor shall not pledge the City's credit or make it a guarantor of payment or

surety for any contract, debt, obligation, judgment, lien, or any of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**54. EXPRESS WAIVER OF CONSEQUENTIAL DAMAGES:**

Accept as provided for in any other provisions of this Agreement, in no event shall either party be liable for any indirect, incidental, special or consequential or delay damages, including loss of profits, loss of revenue, or loss of use, or cost of coverage incurred by Contractor or any third parties arising out of this Agreement and/or concerning the performance of services under this Agreement.

**55. NO LIENS.**

Contractor acknowledges and agrees that the City is a Florida municipality, and as such, the City's public property and various work site(s) involved are not subject to construction or mechanic's liens pursuant to Chapter 713, Florida Statutes, and any other liens. Contractor and its subcontractors shall not file or record claims of lien or any other liens against any project or property owned by the City. Contractor hereby agrees to indemnify, defend, and hold the City harmless from all liens filed by the Contractor and its subcontractors and all others claiming through Contractor against any project, work, or property owned by the City, including for the City's attorneys' fees and costs.

**56. PUBLIC ENTITTY CRIME:**

Any Person or affiliate, as defined in 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section shall be subject to termination for cause. A contractor or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a contractor or subcontractor acceptable to the City.

**57. HEADINGS:**

The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions

contained in such Sections or Subsections.

**58. NON-APPROPRIATION/NO PLEDGE:**

Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City beyond the fiscal year when this Agreement is executed shall be subject to discretionary annual appropriation by the City's City Council of funds therefore. When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made or at such other time as the City may determine, without further cost, penalty, or obligation to the City; provided however, Contractor will be paid for services rendered prior to termination of this Agreement. In no event shall any obligation under this Agreement result in, be or constitute: (i) a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida, the City's charter and ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or taxing power, non-ad valorem revenue or any other revenue source of the City, or (iii) a lien on any real or personal property of the City.

**59. FALSE CLAIMS:**

If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Contractor's claim. The City and Contractor acknowledge that the "Florida False Claims Act" provides for civil penalties of not more than \$10,000 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

**60. ELIGIBLE DISASTER DEBRIS:**

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Agreement to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Agreement.

**61. ASSIGNMENT:**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties hereto without the prior written



consent of the other party and in such cases only by a document of equal dignity herewith.

EFFECTIVE AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

**City of Belle Isle, a Florida municipal corporation**

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

Attest: \_\_\_\_\_  
Yolanda Quiceno, City Clerk

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

**CONTRACTOR**

**JJ's Waste and Recycling, LLC**

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

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

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



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

**Meeting Date:** September 12, 2019

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

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

**Subject:** Sponsorship of PCHS Chili Cook-Off

**Background:** The PCHS Chili Cook-Off is scheduled for October 5, 2019 in Bagshaw Park, Edgewood. This is the Society’s biggest fundraiser and they are requesting sponsors. Ordinarily, the amount of the donation would be approved by the City Manager, however a few years ago, the City Council decided that all donations, no matter the amount, would be approved by the City Council. Although no resolution was ever drafted or passed by the City Council, the minutes of that meeting clearly state that donations would be approved by the Council.

**Staff Recommendation:** Approve a \$500 sponsorship for the Chili Cook-Off. The staff also recommends that the Council either allow the City Manager to approve donations and sponsorships in an amount up to \$1,500 or direct the staff to draft a resolution regarding donations and sponsorships. Note that this is different than the donation policy just passed by the Council. In that policy, it outlines guidance for the City excepting donations.

**Suggested Motion:** I move that we approve \$500 for a sponsorship in the PCHS Chili Cook-Off.

**Alternatives:** Do not approve.

**Fiscal Impact:** \$500

**Attachments:** Excerpt of minutes regarding donations.

Attorney Kruppenbacher will prepare a draft of the city manager selection process to come back to City Council on Tuesday evening. All applications should be delivered or handed over to the City Clerk.

Mr. Anderson indicated that he had met with each commissioner and also met with staff. He concluded that there is an excellent staff in place; the police department is exceptional and is made up of fine professionals; the City Clerk is right on top of things. He observed that employees are scared to death of losing their jobs. Mr. Anderson said that should not be. He asked Council to stand behind their employees. Attorney Kruppenbacher said a byproduct of the past has created anxiety, and that has played upon the on employees. Further discussion ensued.

- Attorney reported that there is no word on the Seminole/Nela law suit against the City. He is waiting the judge's decision on his motion to dismiss.
- He spoke of a check in the amount of \$275 to Pine Castle Pioneer Days which had been signed by two commissioners was brought to the attention of the Interim City Manager, who held it, because it had not been approved by all commissioners on City Council. Vice Mayor Pisano spoke of the events that led to holding the check. Although the City Manager has discretion to spend up to \$10,000 on city business, the Council must clarify in the charter or set administrative policy that Council must approve the amount of philanthropic donations that are made.
- Attorney Kruppenbacher said he attended a meeting at the office of the States Attorney's office. The investigation is ongoing and to date there is no evidence of any wrong doing; however, all commissioners will be receiving a letter and will have two weeks to turn over requested information for the period January 1, 2015 through the present time. All documentation, texts, phone logs and e-mails turned over, whether City business or not, will be public record once the investigation is completed. Attorney Kruppenbacher said he will assist with the process, and will review what should and should not be turned over, and guidelines for differentiation. He noted that the penalty for violation of the law can be criminal.

Moving forward, Attorney Kruppenbacher recommended that commissioners only use their City e-mail for City business. He further advised that Council members should not post or comment City business on social media sites. Comm Nielsen commented that the City e-mail system is cumbersome and antiquated. He requested that commissioners start with turning over everything that is responsive. Deadline for submittal is expected to be February 12. Further discussion ensued.

- Attorney Kruppenbacher spoke about a request he had received to clarify the process for preparing and introducing a resolution at a City workshop prior to a Council Tuesday meeting to avoid any surprises. Comm Gold asked for consideration to combine workshops and City Council meetings to allow the opportunity for citizen comment. Vice Mayor Pisano disagreed and said that she likes having both meetings to allow for longer discussions when necessary. City Manager Anderson said that the Florida Legislature says citizens must have the right to speak before a Council vote. Discussion of the meeting process ensued with no action.
- Attorney Kruppenbacher announced that the City will purchase cell phones and iPads for each commissioner to utilize for city business as previously discussed. Vice Mayor Pisano shared her concerns with spending, and asked if it would be better to use Wi-Fi options.
- Attorney Kruppenbacher reported that the City will not move forward on the contract for purchase of the Texaco Gas Station property because the State will not issue the required clearance letter. The City in turn has requested a return of the deposit. Comm Ady asked if there is something further that can be done, because the school really needs that property. Attorney Kruppenbacher suggested, with Council approval, he will write a letter to Tallahassee requesting clarification about all the properties in the area that have the same problem.
- Attorney Kruppenbacher spoke of a letter he received challenging a candidate who would hold dual office if the candidate is elected in the upcoming election. On behalf of the City, Attorney Kruppenbacher will request clarification from the State or Supervisor of Elections so that any accusation of playing politics by making the decision locally would be eliminated.

Comm Nielsen stated that she researched this issue earlier and called the State for advice and found that it will fall on the City to provide a legal opinion.

government control on these types of things happening in our City. For the record he stated that he agrees with all the speakers and deferred to the City Attorney on the topic on behalf of the City.

Attorney Kruppenbacher thanked the speakers tonight. He is troubled by the irresponsible hunters. There is a lot of confusion about the current State Statute which has ripped away a lot of authority. He asked Council for approval to speak with the Florida Fish and Game Commission to not have this occur on our lakes and around our residential area. He will also speak with Homeland Security, along with Dean Asher – Vice Chairman of the Airport Authority who is in attendance tonight, to review the safety of airplanes taking off so close to the Conway Chain of Lakes during duck season. If in fact we are granted authority, given the legislature, he will request an emergency meeting to pass an Ordinance to preempt future events. Discussion ensued on past city ordinances.

Without objection Council authorized Attorney Kruppenbacher to move forward as requested.

- 6. Vice Mayor Pisano stated that Representative Mike Miller said he will do whatever he can to help us stop this from reoccurring. She noted that the Richard Lee, head of the Audobon Society, helped stop this from happening in the City of Windermere and will be happy to help us.
- 7. Eric Spaulding residing at 5362 Chiswich Circle, Belle Isle thanked the Police Department for their work in capturing the individuals responsible for some robberies in the Windsor Place neighborhood. He also expressed his disappointment that the City did not support the Pioneer Days ad submission. Mayor Brooks said there was a check issued and prepared to send, however, it was requested to be pulled for discussion by Vice Mayor Pisano because it was a charitable contribution, and should be approved by Council.
- 8. Pam Carter residing at 5901 Cove Drive, Belle Isle thanked the Belle Isle Police Department on their efforts that led to capturing the individuals causing harm in their neighborhood.
- 9. Dr. Bernstein residing at 2520 Homewood Drive, Belle Isle asked in future meetings that all Commissioners and Mayor speak directly into the microphone so that they can be heard through the speakers.

There being no further comments, Mayor Brooks closed citizen comments.

**CONSENT AGENDA**

Mayor Brooks called for a motion on the consent agenda items.  
Vice Mayor Pisano motioned to approve the consent agenda items.  
Commissioner Shuck seconded the motion.

Mayor opened for Council discussion.  
Commissioner Nielsen requested to pull items e, f and g for Council discussion.

Mayor Brooks called for a motion.  
Comm Nielsen motioned that items e, f, and g be pulled for separate discussion.  
Vice Mayor Pisano seconded the motion which passed unanimously.

Mayor called for a motion to approve consent agenda items a, b, c and d.  
Comm Ady motioned to approve items a, b, c and d on the consent agenda as presented.  
Comm Van Dyke seconded the motion to which passed unanimously.

Richard Anderson said item e was discussed at the prior work session. In order to improve transparency, the format will help streamline the process significantly. As discussed, the Agenda Pal will be a \$300 monthly charge which will include software to create the agenda and provide backup documentation. In addition there is an audio portion that will be available online. The second part of the approval is for the purchase of city phones, as per the City Attorney’s request. There will be a monthly access charge of \$51.00 per month per commissioner, and no charge for the device. Most of the Commissioners have shared their frustration on using and receiving the city email account. Mr. Anderson said the Agenda Pal will require the use of IPADs, and will also help with receiving city emails in a timely manner as per discussion at the last workshop.

**Belle Isle Issues Log  
9/3/19**

a.

<u>Issue</u>	<u>Description</u>	<u>Start Date</u>	<u>POC</u>	<u>Expected Completion Date</u>	<u>Completed Action</u>	<u>Next steps</u>
Gene Polk Park (Delia Beach)	Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem.	4/3/2017	CM/CE	9/30/2019	FEMA is reviewing the project damages with the City to determine what the final payment may be and if this project will be funded under a FEMA mitigation program. FEMA mitigation reviewing project.	All Funding is in place for Park Construction. Project to be budgeted for next fiscal year.
Street Paving	Council approved project for paving several streets in the City. Middlesex Paving is the contractor	8/12/2017	PW/CM	9/30/2017 Completed for 2017	Paving to start mid-April. Area: City parking lot; Overlook, Lake Dr. (Nela - Swann), Nela to Bridge; Nela (Matchett - Gondola) Gondola (Nela - Perkins) Conway Cir, Jetport. Paving to start April 14; new door hangers out for residents in the area; E-Alert and FB Posts made.	Paving complete. Speed tables complete. <b>Issue Closed.</b>
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, Nela , Wind Drift, and Seminole/Daetwyler.	4/3/2017	PW/ENG	8/31/2018	Wind Drift Contract signed. Pre-construction meeting scheduled for next week. Look for project completion near end of September (weather permitting). Design for Nela Avenue 80% complete.	Wind Drift on schedule. City will start to "recondition" swales in some areas. Engineer reviewing preliminary plans for St. Partin issue.
Traffic Studies	Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.	4/3/2017	CM/Eng.	12/31/2018	Trentwood issues completed except for repair of chicane. Met with WaWa Rep regarding redesign of entrance. Council held workshop on transportation plan on April 9; revisions to be made by consultant.	Plan Adopted. Hoffner Crosswalks and Hoffner construction at Conway tentatively to be funded in FY2019.
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	G'Werks to do fountain. Centerpiece is here. Should see demo of roundabout soon after Perkins Ramp is complete.	Fountain is complete. Discuss dedication with Special Events Committee.

**Belle Isle Issues Log  
9/3/19**

a.

Wallace Field	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	9/30/2018	Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration. Workshop held on development. CCA and City to review CCA draft plan. All changes sent to CCA Board for review. Possibility to be on their June 26 agenda.	CCA rejected change in Use Agreement regarding by-laws and rejected by-law changes suggested by the City. CCA accepted minor plan changes, but wants the City to pay for the parking lot. <b>No Update</b>
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at	3/20/2018	CM	8/31/2018	Cross lake purchase is on hold until County reschedules PH. Mayor/CM to meet with Commissioner Uribe and Adjacent property owner on Cross Lake on March 4. CM/Comm. Gold met with Oak Island HOA for property off Kissam Court.	CM requested Cross Lake Issue be on BCC agenda. No word back from County. BOA building being appraised. Agent to work with Finance Director on financing options. <b>No Update</b>
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Ongoing	Capital Facility Plan complete. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues.	<b>Joint meeting held. Possible follow on meeting in next few months.</b>
Strategic Plan	The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan	4/3/2017	Council/C M	Ongoing	Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan.	<b>Received Facilitator's Report. Staff to put together action plan.</b>
Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Ongoing	Meet with consultant to determine what was done and what is left to do.	P&Z Board looking at possible changes to fence/wall requirements. <b>No update</b>

**Belle Isle Issues Log**  
**9/3/19**

a.

Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Comp Plan update due in 2023. Staff will continue to review. No action needed until 2022
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	12/31/2017	Council determined the priority to annex.	CM to set up a series of community meetings to discuss annexations with residents.
Sustainability	Council discussed sustainability and energy initiatives.	4/3/2017	CM	12/31/2107	Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)	No update, but will now be an item for next fiscal year budget
Forensic Audit	Council directed a forensic audit be conducted	17-Oct	CM/FD	9/30/2018	Auditor has list of questions for staff to answer. Conducted interviews. Delay in getting information from old system.	Staff drafted policies recommended by Auditor. Attorney reviewing policies
Parking	Council directed review and possible changes to parking ordinance. Focus on parking on grass and in front yards	6/19/2018	CM Code Enf Police	9/30/2018	Staff to review parking ordinances and BIMC.	<b>Flyer and posting on FB done.</b>