



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Avenue
Held the 1st and 3rd Tuesday of Every Month
Tuesday, September 21, 2021 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor, District 6 Commissioner – Jim Partin

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck

District 4 Commissioner – Randy Holihan | District 5 Commissioner – OPEN | District 7 Commissioner – Sue Nielsen

Welcome

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag - Comm Sue Nielsen, District 7**
3. **Discussion/Appointment of District 5 Commissioner and Oath of Office**
4. **Consent Items** - These items are considered routine and have been previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. Any item removed from the Consent Agenda would be considered for consideration following the remainder of the Consent Agenda.
 - a. Approval of the City Council meeting minutes - August 17, 2021
 - b. Approval of the City Council meeting minutes - August 23, 2021
 - c. Approval of the City Council meeting minutes - September 7, 2021
 - d. Monthly Reports: Code Enforcement, Fire Unit Responses, NAV Board, PD, and Red Light Camera
5. **Citizen's Comments** - Persons desiring to address the Council MUST complete and provide the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff, or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and should be answered by staff within a reasonable period following the meeting date. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Thank you.
6. **Unfinished Business**
 - a. **Ordinance 21-10 (Second Reading and Adoption)** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTION 50-103(a) OF THE CITY'S CODE OF ORDINANCES AS SUCH PERTAINS TO HOME-BASED OCCUPATIONS; PROVIDING FOR HOME-BASED BUSINESS REGULATIONS CONSISTENT WITH GENERAL LAW; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE
 - b. Discussion on Equity Study Commission
7. **New Business**
 - a. Discussion/Appointment Kevin Pierre to Budget Advisory Committee (District 4)
 - b. Discuss Revised Lease Agreement for Cornerstone Charter Academy
 - c. Discuss/Determine qualifications of Nicholas Fouraker to run for Reelection
8. **Attorney's Report**
9. **City Manager's Report**

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 2

- a. Issues Log
 - b. Chief's Report
 - c. Public Works Report
10. Mayor's Report
 11. Items from Council
 12. Adjournment



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, August 17, 2021, * 6:30 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Rick Miller
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:39 pm, and the City Clerk confirmed quorum. Also present were Attorney Ardaman, City Manager Francis, Chief Houston, and City Clerk Quiceno.

2. Invocation and Pledge to Flag - Commissioner Shuck, District 3

Comm Shuck gave the invocation and led the Pledge to the Flag.

3. Consent Items

- a. Approval of the August 3, 2021 meeting minutes
- b. July Reports: Code Enforcement, BIPD UCR Report 2020, Marine Stats, NAV Board, and OC Fire Unit Responses

Comm Miller asked to pull item b for discussion.

Comm Holihan moved to approve the Consent Item "a" as presented.

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

Comm Miller asked at a previous meeting to add Red Light Camera Reports to the Consent Agenda moving forward.

Comm Miller moved to approve Consent Agenda "b."

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

Comm Holihan asked to rearrange agenda items 6c-f as the next agenda item for discussion.

- c. Appointment of Vinton Squires to Planning & Zoning Commission (District 4)

Comm Holihan moved to appoint Vinton Squires to the Planning & Zoning Board District 4.

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

- d. Appointment of Katharine Stinton to the Budget Committee (District 5)

Comm Miller called for a point of order and asked how this item was placed on the agenda.

Mayor Fouraker warned Comm Miller not to speak out of order.

Mayor Fouraker welcomed Katharine Stinton and gave a brief overview on cleared some confusion on the Board's consideration. Mayor Fouraker read a discussion item from a previous meeting where Comm Miller stated that he would relinquish the seat to someone else until filled. Katharine Stinton spoke briefly on how she came about to apply for the open Board seat. She noted that the application was sent to the Mayor and then forwarded to the City and Comm Miller.

Mayor Fouraker said Ms. Stinton is here because she deserves the opportunity to speak to the Council for consideration from Comm Miller and all Council members.

Comm Miller continued with his point of order and asked how the item came to be on the Council agenda. Per the City Charter, the Mayor lacks the authority to appoint members and respectfully asks that the request be withdrawn from the agenda because he did not agree to the appointment. He continues to occupy the seat and has the prerogative to continue to hold the seat until someone appropriate applies to fill the position, or he reappoints himself at the end of the term.

For clarification, Mayor Fouraker said his position is to assist the City Manager in preparing the agenda and requesting items. He asked the City Attorney for clarification. Attorney Ardaman read and noted that Section 3.08 does provide for the Mayor and City Council to place items on the agenda. After the clarification from the City Attorney, Mayor Fouraker said there would be no further discussion on the matter.

Comm Miller spoke again, and Mayor Fouraker said Comm Miller was out of order and removed the Commissioner from the meeting for disorderly conduct.

Mayor Fouraker said as a reminder there will be order and decorum at these meetings at all times. There is a bonafide candidate to replace Comm Miller on the Budget Committee. He read the statement made by Comm Miller from a previous meeting and would like Comm Miller to honor his word. Mayor Fouraker said he would like the candidate to be considered by Council. If the Council would like to table the discussion, he would be okay with that to allow the agenda to move forward.

Comm Gold asked if there were three seats open on the Budget Committee. Mr. Francis said yes, District 2, 5, and 7. Before the Council changed the resolution to At-Large, it required that it be advertised for the District. If there are no candidates, then Council can appoint at large. If the two advertised periods go by with no response, Ms. Stinton can then be nominated At-Large.

Comm Gold said no one has the authority to make Comm Miller resign from the Budget Committee. What Comm Miller said then is not how he feels now. Per Section 2.54(b)(1), Attorney Ardaman said if Comm Miller does not want to relinquish his position, there will be no vacancy to fill.

Comm Partin said the applicant is from the District and a bonafide candidate.

Comm Holihan stated that he is officially resigning from the Redistricting Committee because of a conflict of interest. He is curious on what is the difference between his position and Comm Miller on the Budget Committee.

Comm Carugno stated that he shared his concerns with the conflict of interest and his dual seat on the Council and Committee when Comm Miller was elected. He added that he does not appreciate the entire backlash on Facebook, miscommunication, and mistruths broadcasted. Comm Miller promised that he would give up the seat when a person applied in his District. He is confused about the events from the past two weeks.

Comm Carugno stated that he would like to have each new Commissioner immediately attend a Code of Ethics class. In addition, he would like to have the Council approve a Strategic Planning session to ensure that everyone is on the same page.

Mayor Fouraker shared his concern with the current confusion. Mayor Fouraker shared his concerns and was shocked by the numerous Facebook posts by Comm Miller. Mayor Fouraker provided a copy for the record. Comm Miller spoke on Council member's decisions at a particular meeting knowing well that they cannot rebut and defend themselves. There are other ways to deal with a conflict, and this behavior is a distraction to the government functionality.

Mayor Fouraker spoke on and provided an email thread of the conversation between Comm Miller and the City Manager. On August 13, 2021, he read an email that may be a directive to staff and a valid threat to an employee against the Ordinance.

Mayor Fouraker said in public meetings Commissioner Miller freely publicizes how well he knows our budget and charter. Tonight he even tried to correct me. To think he did not understand that you cannot give directives to staff would be hard to believe. The charter put the rules in place to protect the staff and public from being weaponized against other council members and protect them from being manipulated. This rule is sacred ground.

Asking the Belle Isle City Manager to put his contract on the agenda is a prolific example of weaponizing a directive that leaves the receiver of the message with little doubt as to the conclusion: the sender wants you terminated. How am I or the Council to console and assure Mr. Francis his job is secure? Suffice it to say, this is not normal behavior between

employee and employer. Next, Commissioner Miller may threaten our Chief with her contract if she does not arrest or ticket someone he thinks deserves it. Again, this is why the policy we have in place is sacred ground.

Comm Miller crossed a dangerous line in overreaching his power as a council member. He would surely ask others to do this if someone else did this, he needs to be held accountable by facing the consequences of his egregious behavior. As the Mayor of the City, I will not ever allow our staff to be bullied, marginalized or subject to constant fear by having their contract threatened. Moreover, I will be subject to the public humiliation of a Facebook post every time there is a disagreement on how to handle something. It should be handled in our City Hall Chambers.

I presume Commissioner Miller knows he does not have the votes on Council to get what he wants, so in my humble opinion, he is attempting to disillusion the voters to think there is something nefarious going on at City Hall, particularly Mr. Francis, so that the voters will pressure the Council members to align with Comm. Miller on a potential vote.

I will not sit quietly as a bystander to Commissioner Miller turning his position into a tyranny; therefore, we must act swiftly to correct these various misdeeds. Consequently, I am requesting your help in addressing these actions to protect the City?

Mayor Fouraker said he was the one who asked that the agenda item be added and not the City Manager; he, however, was still attacked. After the posts were made on Facebook and the miscommunication, he received an email from John Evertsen to remove the City Manager for misconduct.

Mayor Fouraker said he believes Council should revisit and discuss Council members on Boards and Committees, Facebook policy, preserving the record, Social Media Policy, and if we should continue with a Budget Committee or tighten the scope and restructure.

Comm Shuck shared his concern and said we are a Council that makes decisions as a Body, not an individual. To have a Commissioner use Facebook as a platform is extremely derisive and stirs up the community. Anyone who posts on Facebook has every opportunity to come to a Council meeting and discuss their concerns.

Comm Nielsen said she agrees with Comm Shuck. She also said Facebook posts of this sought to violate Sunshine Law. Attorney Ardaman said there should not be any discussion between two Committee members outside of a noticed meeting related to City business.

Comm Partin shared his concerns and said he was shocked about the comments posted by Comm Miller regarding the August 3rd Council approval of the bonus program moving forward. As he may disagree with Comm Miller's views all the time, he values his opinion. For the record, he voted against the program as written. However, Comm Miller took the opportunity to post his position, knowing full well that none of the six council members could comment without risking a violation. The average citizen doesn't get involved in politics, and someone might receive in the public that the six commissioners don't care or that he is right. We are a mix of different people making the best decisions based on what is presented.

He shared his concern with several issues, conflict of interest for Council members to serve on Boards and Committees, (2) violation of the Sunshine Law between two or more members, (3) and the ability for Comm Miller to control such behavior. The actions felt divisive because someone did not get their way. Comm Partin said that he interacts with staff and the City Manager consistently, and he has not seen anything nefarious with the City Manager and the staff.

Comm Holihan said as a Council, he believes Council made a good decision in hiring Mr. Francis, and we have to let him do his job; if not, it makes no sense. He resents that Council was called out on Facebook and ruling that Council members should not post on Facebook. There needs to be clarification on what a Council can post on Facebook and not allow such behavior.

Comm Gold asks what the conflict of interest issue is with a Council member serving on the Budget Committee. Attorney Ardaman said conflicts could arise on any committee. In and of itself, there is a policy and practical issue; is it a good idea? A dual office requires that individuals be cautious. If a conflict was to arise, there needs to be a recusal concerning that conflict.

Comm Gold said a conflict can arise at some time and can see why Council should change the rules on dual office for Commissioners in the future. As far as Facebook, he was not in favor of the posts. He strongly objects to throwing out Commissioners and was not expecting to be in this type of discussion without it being on the agenda. He stated that he would like to have shown leniency and speak for himself or table the discussion. Discussion ensued.

Mayor Fouraker said he had the opportunity tonight to listen to what others have to say. He will not allow the staff or Council to be attacked, rules are circumvented, and its respect has been disintegrated.

After Comm Carugno gets to speak, Comm Gold recommends that the meeting be adjourned because a Commissioner's absence will skew any motion made today. Comm Carugno said this is an emotional time. One of the main concerns is the interruptions and amendments to motions that eventually do not move forward. The Facebook posts were a personal attack on staff, and there is an intimidation factor and leads to residents not wanting to get involved. He said he would like to disband the Budget Committee due to its ineffectiveness or regroup and remove the Commissioner from that Committee.

Mayor Fouraker reported that Commissioner Miller newly posted on Facebook during the meeting and read the post as written. He asked Council to take action on this type of behavior because it is unacceptable.

Comm Carugno moved to remove Mr. Miller as Commissioner of District 5.

Comm Nielsen seconded the motion.

Comm Gold said Council does not have the authority the people elected him.

Attorney Ardaman said the Council has the authority to make the motion and is the judge of qualifications of each individual on the Commission. However, he recommends that Council provide Comm Miller due process and the opportunity to be heard then decide if there is a basis for removal.

Discussion ensued. Comm Carugno restated his motion.

Comm Carugno motioned to move forward with a hearing on whether Comm Miller has violated the charter and is subject to forfeiture and removal from office. The Council can send a notice of a hearing and the audio for his review and preparation.

Comm Nielsen seconded the motion.

Comm Gold said he was duly elected by lack of an opponent. He said no one says a Commissioner has to be a team player. The Council can formally censor him at this time and agrees to due process.

The motion passed unanimously 5:1 with Comm Gold, nay.

Comm Carugno moved to disband the Budget Committee.

Attorney Ardaman said per Section 2-54(c) of the Code Council has the authority to disband a Committee.

Comm Nielsen said she would prefer to have the Committee restructured.

Comm Holihan seconded the motion for discussion.

Comm Francis said the Budget Committee has made some demands of the staff creating additional work. The Finance Department is a staff of one, and the other reports and research requested have added to the workload. He initially asked to create a Budget Committee and thought it could work well if structured correctly. The Council tasked the Committee with research on alternative sustaining funding revenue; however, they are too focused on expenses.

Comm Holihan pulled his second.

The motion dies for lack of a second.

Comm Holihan moved to remove the Chairman of the Budget Committee and make a conservative effort to fill the vacancies and direct the Budget Committee with clear guidance.

Comm Gold said the Budget Committee serves an incredibly valuable purpose and can provide reasonable recommendations to Council. He would like to see the City get as many residents as possible on Committees and not allow a Commissioner to hold dual roles.

Comm Partin said the adjustments can allow citizens to be more involved and adds another level of transparency.

Comm Carugno said he would prefer to disband and restructure the process and requirements with a fresh start.

Comm Nielsen seconded the motion failed 3:3 with Comm Nielsen, Comm Carugno, and Comm Gold, nay.

Comm Gold moved to adjourn the meeting.

Mr. Francis said Comm Miller has been very supportive of the ARPA Funding and would like to allow the Mayor to sign the Approval of the Agreement with FDEM for the American Rescue Plan Act Funding.

Comm Gold moved to approve the Agreement with FDEM for American Rescue Plan Act Funding

Comm Holihan seconded the motion which passed unanimously 6:0.

4. New Business

- e. Reappointment of Craig Huff to the Special Events Committee
- f. Reappointment of Maggie Burdette to the Special Events Committee

**Comm Carugno moved to reappoint Craig Huff and Maggie Burdette to the Special Events Committee.
Comm Partin seconded the motion which passed unanimously 6:0.**

**Comm Gold moved to restructure the Budget Committee and add At-Large seat (1-each district and 1-at-large).
Comm Nielsen seconded the motion which passed unanimously 6:0.**

**Comm Gold moved to appoint Katharine Stinton to the At-Large position on the Budget Committee.
Comm Holihan seconded the motion which passed unanimously 6:0.**

**Comm Carugno moved to adjust the Code to not allow Council members on Committees and Boards.
Comm Holihan seconded the motion which passed unanimously 6:0.**

b. Approval of Deed Restriction for Wallace Field

, The City Manager provided a Deed Restriction for Wallace Field recommended by the Planning & Zoning Board. He said one of the conditions of approval was to prevent lighting (stanchion or portable lighting) for athletic purposes on the field. It does not include security lighting on a building or a gate on the wall or determining that a street light is required.

**Comm Partin moved to approve the Deed Restriction for Wallace Field as discussed.
Comm Gold seconded the motion which passed 6:0.**

4. Unfinished Business

Ordinance 21-08: Second Reading and Adoption

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTIONS 28-91 THROUGH 28-100 AND CREATING NEW SECTIONS 28-101 AND 28-102 OF CHAPTER 28, ARTICLE IV OF THE CITY CODE; UPDATING AND MODERNIZING CITY CODE PROVISIONS GOVERNING OCCUPATIONAL LICENSES/BUSINESS TAX RECEIPTS AND RELATED MATTERS, INCLUDING CHANGES NECESSARY FOR CONSISTENCY WITH THE CURRENT STATUTES UNDER CHAPTER 205, FLORIDA STATUTES, WITH RESPECT TO TERMINOLOGY, RULES, REGULATIONS, PROCEDURES, AND OTHER MATTERS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

City Clerk read Ordinance 21-08 by Title.

City Manager Francis said the Committee must consist of members of the business jurisdiction within the municipality.

Comm Holihan moved to adopted Ordinance 21-08.

There being no discussion, Comm Nielsen seconded the motion which passed unanimously 6:0.

Mayor Fouraker said the next Vaccine event will be held on August 23, 2021, and will be held at the Bank of America building.

**Comm Gold moved to table Resolution 21-17 to the next meeting.
Comm Holihan seconded the motion which passed unanimously 6:0.**

Comm Holihan stated that he formally resigned from the Redistricting Committee.

5. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 8:55 pm.



CITY OF BELLE ISLE, FL
CITY COUNCIL SPECIAL CALLED SESSION
Held in City Hall Chambers, 1600 Nela Avenue

Monday, August 23, 2021, * 6:00 PM
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Rick Miller
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:00 pm, and the City Clerk confirmed quorum. Also present were Attorney Ardaman, City Manager Francis, Chief Houston, and Admin Asst Heidi Peacock.

Mayor Fouraker opened the meeting and said the purpose of the hearing is to determine as to whether Commissioner Rick Miller violated the Charter and is subject to forfeiture and removal from office pursuant to Charter Section 3.07 or other action as the Council may deem appropriate. The hearing was prompted at the last City Council meeting by a lengthy discussion.

2. Public Comment

Mayor Fouraker opened for public comment.

Bobby Lance residing g at 6615 Matchett Road is in favor of reinstating Comm Miller and said he is quite surprised at the term of events. He shared his concerns and said he felt that Comm Miller was merely communicating to his constituents. He might not have stated all the facts, but that is how Facebook is. I don't think Comm Miller violated any Council rules or Sunshine Laws and respect his decision as a Commissioner. He spoke on some of the histories he experienced as a resident and Council member. He believes he doesn't have to step down from the Committee until Mr. Miller is finished with his work. Then, it is his job to appoint someone to fill his seat on the budget committee. He asked that Council reinstate Mr. Miller as Commissioner. Mr. lance said he believes the Council should be fair and that all Commissioners should be treated the same, and he does not see that happening.

Mayor Fouraker said, for the record, Comm Miller was never told that he had to step down. It was his testimony that he would be willing to step down, which prompted the discussion. Following Rosenberg's Rules of Order, he was warned and removed. This hearing is an opportunity to have Comm Miller defend his case. Discussion ensued.

Cindy Lance residing g at 6615 Matchett Road, thanked Comm Miller for speaking for the residents. The same respect should be given to all Commissioner Seats and given their due diligence. Many should take note of Comm Miller because he listens to his constituents and says what he needs to say, regardless of the outcome.

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

2. Conduct a hearing and make a determination as to whether Commissioner Rick Miller violated the Charter and is subject to forfeiture and removal from office pursuant to Charter Section 3.07 or other action as the Council may deem appropriate.

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Mayor Fouraker read the five items that the Council believes have been violated and why we are meeting for forfeiture. The five items are as follows:

1. Violation of Sunshine Law – Comm Miller and Clay Van Kamp, Vice-Chairman of the Budget Committee, discussed City business action on Facebook on appointing a Committee meeting. F.L. Statute S.S.286.01 – Mayor Fouraker read the S.S. for the record.
2. Code of Conduct and Ethics - Comm Miller, attempted to intentionally deceive residents by a Facebook post regarding the City Manager, causing at least one resident to email each Commissioner calling for his dismissal by John Evertsen. These posts are a violation of conduct that has far-reaching consequences for the staff. Mayor Fouraker read the post for the record.
3. Directives to the City Manager under Section 3.10(c). Mayor Fouraker provided a copy of the email thread for the record. The email shows a vital threat that you are not doing what I want you to do, in conjunction with I am not getting my way. Mayor Fouraker read Charter Section 3.10 for the record.
4. Failure to Produce Public Records. Mayor Fouraker said he had received multiple calls of people wanting to look into these emails and are no longer found on Comm Miller's page. They were not forwarded to the City Clerk and may be considered destruction of public records.
5. Interference with the Administration.

Comm Miller stated that was not provided due process. He did not receive a notice of actual charges, just an agenda item. He watched the video of the meeting, and fair notice would have been appropriate. Mayor Fouraker said this is a court legislative, in part, quasi-judicial hearing, and this statute does not provide a formal format. The City has the right to hire outside counsel, but Council did not ask for that and is willing to work it through the City Council process. The public deserves to hear why this meeting was scheduled and will proceed. At that time, he will allow for responses accordingly.

Comm Miller spoke on the following,

Destruction of Public Records – He pulled up the Facebook page, and his posts are still there. He does not control the forum and assumes it may be a mistake – Belle Isle Community Group and Belle Isle City Forum. He has not deleted any posts and is there for the public view and stands behind his word.

He wasn't served with any charges on which to defend and should have received some notification.

Budget Committee Position – He spoke on the events that led to his comments. He received the Agenda from the Clerk and was surprised by the agenda item. The Code clearly states a Comm can remain in the seat, appoint themselves or someone else.

His position in April was to vacate the seat because of personal scheduling conflicts. He wanted to finish out the Budget process before bringing in someone new. Regarding Ms. Stinton, she does not have the depth of experience in public finance and thought it best to not bring in someone new so late in the process and continue until the budget was adopted. Further, he does not believe any Commissioner would appreciate the Mayor appointing someone to a seat in their district.

Mayor Fouraker said no one appointed Katherine Stinton; she was on the Agenda for discussion. An appointment will only be made until after the Council discussion. It is the position of a Commissioner to hear a person out before making a decision. Discussion ensued.

Mr. Lance interjected. Mayor Fouraker said the public comment section was closed.

Sunshine discussion – One relevant point to remember is that just because you serve on a committee in the City does not mean you can't speak about anything. The subject matter discussed was related to committee appointments that do not fall under the jurisdiction of the Budget Committee. Therefore, no sunshine violation can occur because it should not have been on the Agenda.

Deception to the Residents – Comm Miller spoke on the posts made regarding the August 4, 2021, City Council meeting. He believes it to be factual. The only questionable item was taking the liberty to assume what Comm Nielsen said. The intent was to provide information and say that three Council members do not have the power to make changes under the rules of Council until after six months before the losing side can reintroduce the motion. This particular item was brought to the

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attention of the City Manager by him regarding ARPA Funds. Comm Miller provided a summary of the events that led to his comments. It was not meant to be deceptive but factual to the public.

Mayor Fouraker said you just admitted to lumping Comm Nielsen on your votes and constructively blocks her from responding because she can never reply to your Facebook posts. She won't ever be able to answer because she will be in violation. The post was deceiving and disruptive to the function of government. Then, you said another Commissioner pushed the vote. You are taking the risk by going to Facebook, and we are holding you accountable by not stating the facts. The better way to accomplish the same thing is to bring it up during Council Reports and discuss it at a Council meeting.

Items on the Agenda – At the time of the Facebook post, he didn't realize that the Mayor placed the item on the Agenda. Not to disparage the Mayor, he understood that the City Manager is the person creating the Agenda. Being rebuffed by the City Manager, Mr. Francis had the opportunity to ask the City Attorney for clarification, and Mr. Francis took the brunt of the post. He does not believe he deceived the public but did not have all facts.

Destruction of Records – His posts continue to be on the Facebook pages and available to the public.

Budget Committee – He felt that there were inappropriate comments and harsh criticism on the body of volunteers. They worked tirelessly and did not intend to meet as often as they did, but the City Manager and Council added additional items. In response to one of the comments, he further noted that the Committee performed their requested duties regarding other revenue sources, impact fees, and business licensing. Comm Miller shared the process taken by the Committee on a couple of items discussed by the budget committee.

He said he is happy to give up the seat once the budget is adopted and thought it appropriate not to make the change at the current time.

Interference with Administration- He does not believe asking a question is interference with Administration and never gave a directive to staff. He may have been a little strong in his responses. He spoke of an example where he requested clarification where the City Manager erred that occurred on May 4, 2021, for the record. He intended to ensure that he was advocating for the residents who wanted that item to proceed.

He addressed an item for ICMA investigation relating to the City Manager's involvement in elections for the record.

Mayor Fouraker said that if that statement is true, it should be addressed at another meeting and requested that Comm Miller continue his testimony on his conduct.

Mayor Fouraker said the directive was not for Wallace field; it was the direction to add and remove items from the Agenda. Comm Miller spoke on the thought process behind the request and said the comment was related to the City Manager's evaluation and meeting the deadline dates. Mr. Miller said he was traveling on business, his City phone was not working correctly, and he lumped the two items together in an email. He agrees that they should have been two separate streams.

Comm Nielsen made a call-to-order of the day and requested that we end the discussion and continue with Council discussion because debate continues on items not germane to the agenda topic.

City Manager Francis stated that the Mayor requested the agenda item because of Mr. Miller's saying that we can put them on when we get someone in. The agenda item read, "Appointment"; however, a Council discussion must occur before the Council can make a motion. Once the Mayor added it, he did not have the authority to remove it. The resume was sent to Comm Miller. Comm Miller did not ask to place it on the Agenda.

City Manager Francis said he felt his job was in jeopardy because more was to the email thread. He felt, through the email discussion, that Comm Miller was getting upset. Mr. Francis said he did not ask the City Attorney for clarification to see if he could remove an item because he was aware of the Code and would not want to add additional attorney expenses. He then received an email from Mr. Evertsen stating that he should be terminated.

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Council discussion ensued. Each Commissioner shared their comments and expressed their concerns.

Attorney Ardaman stated that if the Budget Committee takes up an item, whether it is their duty or not, and it is to come before them, it is a matter to be considered. The City Commissioner has the right to make a recommendation, but he chooses to act on something it does become their obligation, is City business and subject to Sunshine Law.

If there is a response from another member concerning City business, it automatically creates a violation. Attorney Ardaman is the opinion and advises all members to avoid posting because it is easy for a response to occur.

The discussion topics consisted of,

- Comm Miller has failed abundantly in the most important role in public service. An essential role as a Commissioner is keeping the public trust and not to stir up trouble.
- Facebook's post was not factual and represented something false. The posts created a direct violation of the Charter and Sunshine Law between two committee members.
- Giving a directive and threatening Administration with their employment, creating a Charter violation.
- Violating Code of Ethics and Standard of Conduct on more than one occasion.
- Sunshine violations are not violations unless declared by a Judge. Not in favor of removal. There is a subjective standard, and it needs to be objective. There needs to be a threshold before we proceed to remove a Commissioner.

Attorney Ardaman clarified Section 3.07 and said a violation consist of "any" Standard of Conduct established by law. The Council today is evaluating "ANY" Standard of Conduct. Comm Miller has not been formally noticed by the Commission on Ethics; however, the Council has several Standards in the Code that must be adhered to. Was there a violation of the Code and State Law? Was there a violation of other parts of the Charter? The law allows Council to hear the testimony and determine if there was a violation in any Standard of Conduct.

Comm Carugno asked if Comm Miller attended Ethics Training, FLC Training, or Strategic Planning Session. Comm Miller said he had attended the FLC Ethics Training and other Strategic Planning Sessions.

Comm Nielsen moved that the Council find that Comm Miller has forfeited his Commissioner's position by violating Sections 3.07 and 3.10 of the Charter by actively undermining the public trust.

Comm Carugno seconded the motion.

Comm Gold asked how the Council process will move forward per Section 3.07 and tell the voters that their opinions don't matter. He said he would prefer to see Council start with an incremental probation period.

Comm Nielsen stated that Constituents did not elect Comm Miller. This Council elected him.

Attorney Ardaman said the Charter provides that the Council vote shall be valid and adopted by the majority vote of the quorum present – Section 3.08(c) Voting.

Mayor Fouraker read Section 3.07, 3.07(b)(2), 3.07(b)(5), 3.10(b), and 3.10(c) for the record.

The motion passed 5:2 upon roll call with Comm Gold and Comm Miller, nay.

Comm Carugno moved to direct the City Manager post the vacated District 5 Commissioner seat.

There being no discussion, Comm Nielsen seconded the motion, which passed unanimously 6:0.

Comm Carugno moved to remove Rick Miller and Clay Van Camp from the Budget Committee.

There being no discussion, Comm Nielsen seconded the motion, which passed unanimously 5:1 with Comm Gold, nay.

Comm Nielsen stated, for clarification, the Sunshine violation investigation that she was accused of lasted 18-months and was unfounded.

3. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 8:45 pm.

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CITY OF BELLE ISLE, FL
CITY COUNCIL REGULAR SESSION
Held in City Hall Chambers, 1600 Nela Avenue

Tuesday, September 7, 2021, * 6:30 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – OPEN
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. Also present were Attorney Chumley, City Manager Francis, Chief Houston, and Admin Asst Heidi Peacock.

2. Invocation and Pledge to Flag - Commissioner Holihan, District 4

Comm Holihan gave the invocation and led the Pledge to the Flag.

Mayor Fouraker recognized the Belle Isle Police Department, Corporal Wasmund, and Officer Hernandez for their professionalism and efforts as a First Responder on August 29, 2021.

3. Public Hearing – F.Y. 2021-2022 Budget

City Manager Francis presented the F.Y. 2021/22 Proposed Budget and reported the following,

- Percentage increase in the millage over the rollback rate – Proposed Millage 4.4018/Roll Back 4.2152 (4.3 increase over the rollback rate).
- Ad Valorem Revenues are increasing due to the increase in assessed values. The reason for the proposed increase is to sustain the services currently provided to the public. (2021 assessed value \$839,942,676.00. This year the assessed value is \$875,503,298.00 = an increase difference of 35,560,617.00.)
- Some Unknown in the General Fund
 - COPS Grant-Sept 30th-\$200,000 if allocated to the City.
 - New lease with CCA between \$400-500.00-Sept 23rd, if approved. On September 21, CC Meeting – Council will be able to vote on the lease. If approved by CC, then on September 22 CCA Board will then vote for approval.
 - CC Workshop – Sept 29th discussion on property purchases
 - September 21 Second Budget Hearing. Budget amendments can be made in October to recover the unknown items.
 - Recommend power poles for P.D. Boat be taken off the Capital Plan list–Fund internally through P.D. Equipment Plan
- Changes since the workshop are as follows,
 - General Fund (001)
 - REVENUE
 - Added ARPA Funds for Lost Revenue - \$498,693
 - Total Increase in Revenues of \$498,693
 - EXPENDITURES
 - Moved into FY21/22 Budget from Needs List:
 - Frozen Police Officer Position - \$90,994
 - New Police Officer Position- \$112,269

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- Police Vessel - \$50,000
- Cay/Stockbridge/Delia Resurfacing- \$150,585
- Total Increase in Expenditures of \$403,848
- ENDING FUND BALANCE
 - It went from a deficit of \$78,014 to a surplus of \$16,833 for a total ending fund balance of \$3,016,833 (39% Reserves)
 - Budget Committee recommended a 25% Reserve
- Stormwater Fund (103)
 - REVENUE
 - Added ARPA Funds for Stormwater - \$1,314,397
 - Total Increase in Revenues of \$1,314,397
 - EXPENDITURES
 - Added CIP – Capital Improvements – ARPA - \$1,141,250
 - Total Increase in Expenditures of \$1,141,250
 - Revised Five Year Capital Improvement Plan due to budgeting of ARPA funds

Comm Gold spoke about the Ad Valorem changes and asked if it was necessary. The City has additional resources coming in along with the increase of property taxes and believes that would be sufficient to cover costs. Mr. Francis said the City is not recommending a change to the Ad Valorem; it has been consistent at 4.4018 for the past 12 years. Mr. Francis spoke on the Roll Back Rate and said it offsets the increase of the assessed value. Discussion ensued.

Comm Holihan clarified that the excess reserves might be used for other lands for the City to purchase. Mr. Francis said yes. The Council can pass a Resolution that would reflect the change if Council agrees to move forward. Comm Holihan said he is hesitant because he does not want to impede the staff on their ability to provide the same services. Discussion ensued.

Comm Nielsen and Comm Shuck agreed that the Council should stay the course and stay with the current Millage Rate of 4.4018 and not entertain the Roll Back Rate as discussed.

Mayor Fouraker called for a motion on the F.Y. 21-22 Budget proposed budget. There being none after discussion City Manager Francis said he would continue with the 4.4018 Millage Rate.

4. Consent Items - No items presented.

5. Citizen Comments

Mayor Fouraker opened for citizen comment.

Gary Meloon residing at 6101 Matchett Road, said he emailed each Commissioner about the zip code change. He is very much opposed to the recommendation. It is not a benefit to the residents and will be more of an inconvenience. Second, he addressed the Red Light Camera and asked what revenue has it generated for the City; they were necessary. He shared his concerns with the needs list submitted for consideration, specifically an Asst City Manager.

Mayor Fouraker stated that the full benefits package is included in the proposed salary amount listed on the needs list. The needs list items were added for discussion only and are not included in this year's budget.

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

6. Unfinished Business

- a. **Ordinance 21-08 (Second Reading and Adoption)** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTIONS 28-91 THROUGH 28-100 AND CREATING NEW SECTIONS 28-101 AND 28-102 OF CHAPTER 28, ARTICLE IV OF THE CITY CODE; UPDATING AND MODERNIZING CITY CODE PROVISIONS GOVERNING OCCUPATIONAL LICENSES/BUSINESS TAX RECEIPTS AND RELATED MATTERS, INCLUDING CHANGES NECESSARY FOR CONSISTENCY WITH THE CURRENT STATUTES UNDER CHAPTER 205, FLORIDA STATUTES, WITH RESPECT TO TERMINOLOGY, RULES,

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REGULATIONS, PROCEDURES, AND OTHER MATTERS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

City Manager Francis read Ordinance 21-08 for the record.

City Manager Francis said the Ordinance was reviewed and recommended by the P&Z Board. The Ordinance conforms to the new State Law as of July 2021 and calls for creating an Equity Study Commission before making any future changes in the rate structure.

Comm Gold moved to adopt Ordinance 21-08 as presented.

Comm Holihan seconded the motion, which passed unanimously upon roll call 6:0.

Mayor Fouraker said he recommends that Council send out an elert to solicit the business community to establish a Committee to review and access residential and commercial business tax receipt rates. Discussion ensued.

Attorney Chumley said the rate structure is governed by Section 205.0535. There is a statutory limitation on how much one can increase the percentage but also it is tied into the revenue base and cannot exceed 10%. Council's consensus was to table the discussion on creating a Committee to allow the City Manager to obtain more information.

- b. Ordinance 21-09 (Second Reading and Adoption)** AN ORDINANCE OF THE CITY OF BELLE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF BELLE ISLE TO ADOPT A PRIVATE PROPERTY RIGHTS ELEMENT TO COMPLY WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

City Manager Francis read Ordinance 21-09 for the record.

City Manager Francis said the Ordinance was reviewed and recommended by the P&Z Board. The Ordinance conforms to the new State Law and is needed so that the City can adopt changes to the Comp Plan at a later date.

Comm Gold moved to adopt Ordinance 21-09 as presented.

Comm Holihan seconded the motion, which passed unanimously upon roll call 6:0.

- c. Ordinance 21-10 (First Reading)** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTION 50-103(a) OF THE CITY'S CODE OF ORDINANCES AS SUCH PERTAINS TO HOME BASED OCCUPATIONS; PROVIDING FOR HOME BASED BUSINESS REGULATIONS CONSISTENT WITH GENERAL LAW; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

City Manager Francis read Ordinance 21-10 for the record.

City Manager Francis said the Ordinance was reviewed and recommended by the P&Z Board. The Ordinance conforms to the new State Law and prohibits the City from regulating a home base business inconsistent with the new State Law. Attorney Chumley said the Ordinance prohibits discrimination on home-based businesses that would not be against other companies similarly situated in the City. If a business is not allowed in the City in a Commercial area, it will not be permitted in a residential area.

Comm Gold moved to advance Ordinance 21-10 for second reading as presented.

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

- d. Resolution 21-17 (Zip Code Change)** A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, DECLARING THE NECESSITY FOR MODIFICATION OF THE ZIP CODE DESIGNATION BOUNDARY ASSIGNED FOR THE CITY OF BELLE ISLE AND AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE PROCESS OF CHANGING THE UNITED STATES POSTAL SERVICE ("USPS") ZIP CODE BOUNDARIES AFFECTING THE CITY OF BELLE ISLE.

City Manager Francis read Resolution 21-17 for the record.

City Manager Francis said this Resolution was tabled at a previous meeting. The staff recommends scheduling two public meetings before moving forward. If the Council adopts the Resolution and signs it by the Mayor, it will go to the U.S. Post Office for approval. Mr. Francis said the request for a new zip code came about because there was a concern by some residents and Council, at that time that the Communications Taxes were forwarded to the City of Orlando due to the two zip codes.

Mayor Fouraker read an email from Alexander Muzinsky opposing Resolution 21-17.

Comm Partin said perhaps Council jumped the gun with moving forward with the process. Comm Partin, Comm Holihan, and Comm Carugno stated that they received a few calls from residents in opposition.

Comm Shuck said if approved by Council, the Post Office will require 51% of the respondents to support the request before approval to change zip code. He would like to see the City send out the residents a list of Pros and Cons. He added that if a zip code change is denied, the City will not be allowed to resubmit for another 2-years. Discussion ensued.

**Comm Nielsen moved to table Resolution 21-17 indefinitely.
Comm Gold seconded the motion, which passed unanimously 6:0.**

She stated if the City chooses to pursue it in the future, she recommends sending out a City survey.

8. New Business

- a. **Ordinance 21-11 (First Reading)** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA AMENDING SECTION 2-54 OF THE CITY'S CODE OF ORDINANCES; DISALLOWING MEMBERS OF THE CITY COUNCIL FROM BEING APPOINTED TO OR REMAINING ON ADVISORY COMMITTEES; AUTHORIZING THE CITY COUNCIL TO ESTABLISH QUALIFICATIONS FOR MEMBERSHIP TO ADVISORY COMMITTEES AND ADDRESSING COUNCIL AUTHORITY FOR THE REMOVAL OF ADVISORY COMMITTEE MEMBERS; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

City Manager Francis read Ordinance 21-11 for the record.

Comm Gold asked if this also changes the Mayor as being a de-facto member of all committees. He believes Ordinance 21-11 is presented in haste. Comm Nielsen said the idea of having committees is to have more citizen involvement; we are already involved and do not have dual seats.

**Comm Nielsen moved to advance Ordinance 21-11 for second reading as presented.
Comm Carugno seconded the motion, which passed 5:1 with Comm Gold, nay.**

- b. **Resolution 21-18 (Budget Committee Revisions)** A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, REVISING THE A CITY BUDGET ADVISORY COMMITTEE.

City Manager Francis read Resolution 21-18 for the record.

This is a change that staff requests to make the meetings quarterly, review budget amendments, and have the committee research new revenue resources.

**Comm Holihan moved to approve Resolution 21-18 as presented.
Comm Nielsen seconded the motion, which passed unanimously 6:0.**

- c. Discuss Council Training Workshop (Florida Institute of Government)
City Manager Francis said we hadn't had a training workshop since 2019. This should be done annually to refresh the rules of the Council and effective communication. The cost for a three-hour Effective Training session is \$1,050. Mr. Francis asked Council to email him with their availability.

**Comm Gold moved to approve scheduling an Effective Training session.
Comm Holihan seconded the motion, which passed unanimously 6:0.**

- d. Discuss/Approve Impact Fee Study
City Manager Francis said he sent a copy of the Impact Fee Study report to the Council on August 18. He has not received any comments to date. The Study provides for commercial fees, park, and private-sector impact fees. Currently, we charge \$1,431 for residential transportation, and it hasn't changed since 2005. He provided a list of other municipalities for comparison. He is not sure how much commercial developable land we have in the City. He emailed the City Attorney for an opinion. Staff recommends approval.

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Comm Holihan asked if the City could charge a School Impact fee on a Charter School. Mr. Francis said he would have to research further.

**Comm Shuck moved to approve the Impact Fee Study and direct staff to draft an Ordinance.
Comm Gold seconded the motion, which passed unanimously 6:0.**

e. Discuss/Approve adding Carolyn Holihan to the Redistricting Committee

City Manager Francis said Comm Holihan resigned from the Committee once he took office. We received a letter from Carolyn Holihan-District 4 at the same address. We looked at nepotism and any violation of the Code of Ethics under FL S.S. 112.3135(2)(a) allows the appointment. Mr. Francis stated we did not receive any more applications.

**Comm Carugno moved to appoint Carolyn Holihan to the Redistricting Committee.
Comm Gold seconded the motion, which passed unanimously 6:0.**

9. Attorney's Report – No report.

10. City Manager's Report

a. Issues Log

- Mr. Francis reported that he and the Lobbyists have a meeting with Senator Stewart's office to go over some of the Council's priorities for state funding.
- Mr. Francis reviewed the Issues log dated September 7, 2021.

b. Chief's Report

Chief Houston reported the following,

- 69 Citations have been written on Lake Conway
- Over 150 traffic citations in the City
- September 13 is the next vaccine event
- Chief Houston spoke briefly on the incident in Idaho. The Officers have available Employee Assistance if needed.

c. Public Works Director's Report - Covered under City Managers Report.

Mr. Francis reported that Public Works staff Daniel Fleming has resigned to pursue other opportunities. The staff will be placing an Ad for a new employee.

11. Mayor's Report

Mayor Fouraker reported o the following,

- In the interest of transparency, mayor Fouraker asked if calls have been received and reported by staff/council, they should be identified for the record.
- He thanked the Council for all their efforts and constructive discussion among members.

12. Council Reports

- Comm Gold said they had received a letter from Rick Miller stating some action against the City and if the City is preparing for such legal action. Mr. Francis said yes.
- Comm Carugno reported another Sand Hill Crane death on Hoffner – speed is still a safety factor. He spoke of the continuous littering on the canal blocking the culvert.
- Council thanked the P.D. for their support in keeping the lake safe – they are making a difference!
- As per the newly passed Ordinance, Comm Holihan stated that he is officially resigning from the Police Advisory Board effective immediately.
- NAV Board scheduled for next Tuesday at 6:30 pm – Dredging and Navigability on the Canal discussion. If one cannot make the meeting, please send a letter to approve the agenda items to Mr. Francis.

13. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 9:00 pm.

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**CITY OF BELLE ISLE,
FLORIDA**

Code Enforcement - Monthly Overview

AUGUST 2021

| | |
|-----------------------------|------------|
| New Violations | 41 |
| Inspections | 33 |
| Violation Compliance | 33 |
| Signs Collected | 18 |
| | |
| Total Contacts | 125 |

CODE VIOLATIONS/CONTACTS

d.

8/1/2021 THROUGH 8/31/2021

| <u>CodeViolation</u> | <u>Count</u> |
|----------------------|--------------|
| HIGH GRASS/WEEDES | 26 |
| PARKING OF CAR/TRUCK | 1 |
| PARKING OF RV | 3 |
| PARKING OF TRAILER | 5 |
| TRASH & DEBRIS | 6 |
| Grand Total | 41 |

9/2/2021
1:45 PM

Complaint Status

d.

8/1/2021 through 8/31/2028

| <u>Status</u> | <u>Count</u> |
|-------------------|--------------|
| CLOSED COMPLIANCE | 32 |
| CLOSED UNFOUNDED | 1 |
| NOV ISSUED - OPEN | 6 |
| | <hr/> |
| | 39 |

ADDRESS STATUS REPORT
(By District)

Address by District

(08/01/2021 through 08/31/2021)

| District | StreetName | CodeViolation | Status | CodeOfficer |
|----------|-----------------|----------------------|---------------------|-------------|
| 1 | BELLEVILLE | PARKING OF RV | VERBAL | WINTERS |
| 1 | MONET | TRASH & DEBRIS | VERBAL | WINTERS |
| 1 | PONCEAU | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 1 | ST. MARIE | PARKING OF TRAILER | COURTESY NOV - OPEN | WINTERS |
| 1 | ST. MARIE | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 2 | HOFFNER | PARKING OF CAR/TRUCK | COURTESY NOV - OPEN | WINTERS |
| 2 | HOFFNER | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 2 | PLEASURE ISLAND | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | COLLEEN | TRASH & DEBRIS | CLOSED COMPLIANCE | WINTERS |
| 3 | COLLEEN | TRASH & DEBRIS | CLOSED COMPLIANCE | WINTERS |
| 3 | COLLEEN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | LAKE | PARKING OF RV | COURTESY NOV - OPEN | WINTERS |
| 3 | LAKE | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | MATCHETT | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | MATCHETT | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | PAM | TRASH & DEBRIS | CLOSED COMPLIANCE | WINTERS |
| 3 | PAM | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | PAM | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | PAM | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | PERKINS | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |

| p. | StreetName | CodeViolation | Status | CodeOfficer |
|----|--------------|--------------------|---------------------|-------------|
| 3 | STAFFORD | PARKING OF RV | CLOSED COMPLIANCE | WINTERS |
| 3 | SWANN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | SWANN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | SWANN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | SWANN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 3 | WIND WILLOW | PARKING OF TRAILER | CLOSED COMPLIANCE | WINTERS |
| 3 | WIND WILLOW | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 4 | FLOWERTREE | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 4 | FLOWERTREE | TRASH & DEBRIS | CLOSED COMPLIANCE | WINTERS |
| 4 | FLOWERTREE | TRASH & DEBRIS | CLOSED COMPLIANCE | WINTERS |
| 4 | FLOWERTREE | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 4 | FLOWERTREE | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 5 | CONWAY LAKES | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 5 | MATCHETT | PARKING OF TRAILER | COURTESY NOV - OPEN | WINTERS |
| 5 | WATERS EDGE | PARKING OF TRAILER | COURTESY NOV - OPEN | WINTERS |
| 7 | DARDEN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 7 | DUBAN | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 7 | ST. MICHAEL | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 7 | ST. MORITZ | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |
| 7 | ST. MORITZ | PARKING OF TRAILER | CLOSED UNFOUNDED | WINTERS |
| 7 | ST. MORITZ | HIGH GRASS/WEEDS | CLOSED COMPLIANCE | WINTERS |

**CODE ENFORCEMENT
YEAR TO YEAR COMPARISON
2019-2020 vs. 2020-2021**

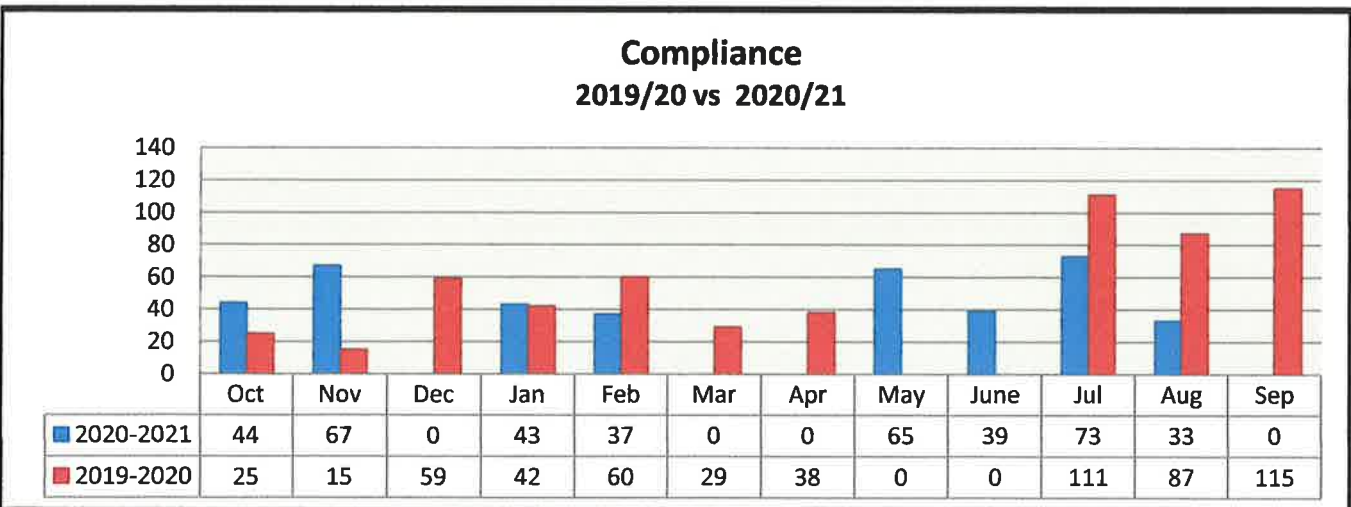
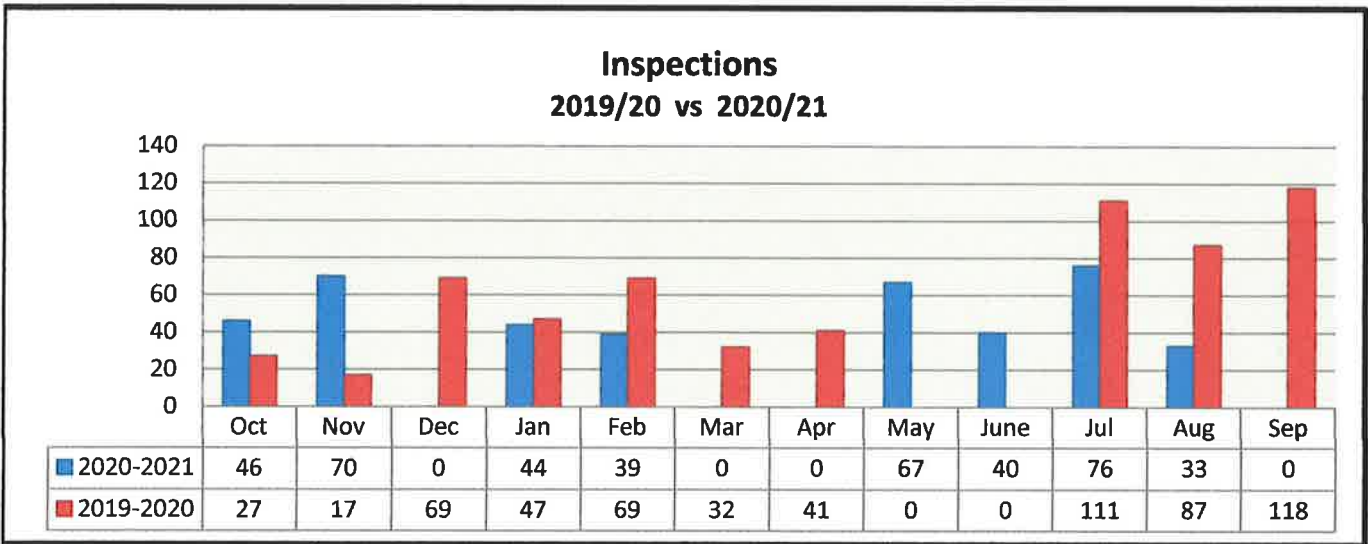
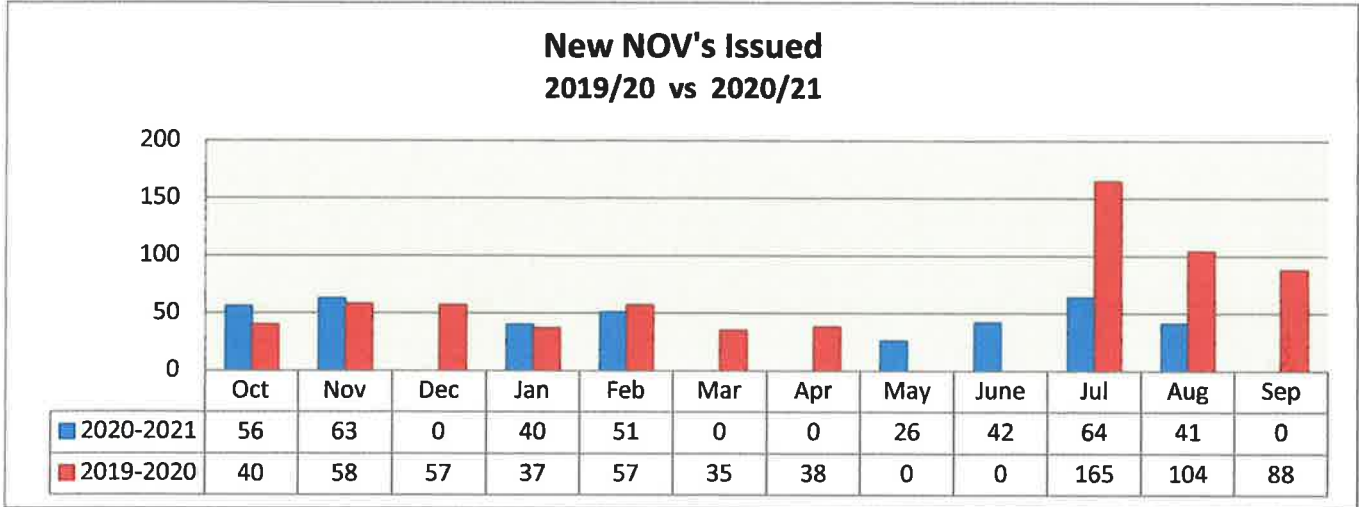
d.

| | YTD OCT-JUL <u>2019-2020</u> | YTD OCT-JUL <u>2020-2021</u> |
|---|---|---|
| New Notices of Violation Issued | 591 | 547 |
| Inspections Performed | 429 | 549 |
| Compliance | 394 | 522 |
| Signs Collected | 539 | 321 |
| Trash, Grass, Debris Related | 133 | 226 |
| Vehicle, Boat and RV Related | 135 | 135 |
| Permitting | 74 | 28 |
| Cases Presented to CEH - Special Magistrate | 0 | 0 |
| Cases Adjudicated and Fined | 0 | 0 |

CODE ENFORCEMENT ACTIVITY

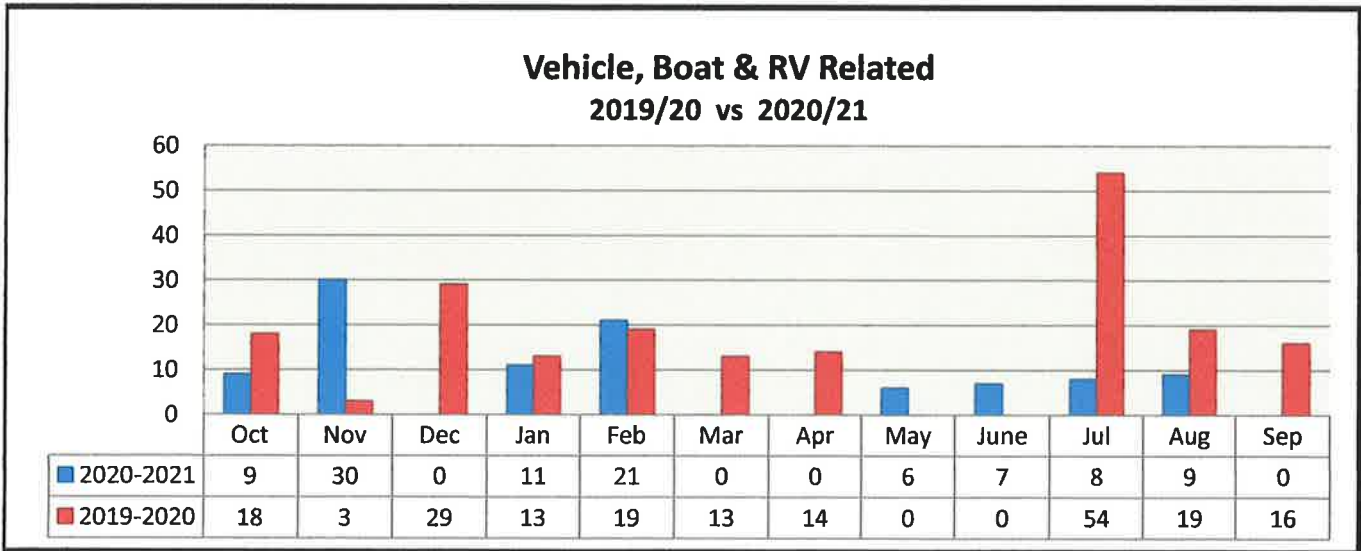
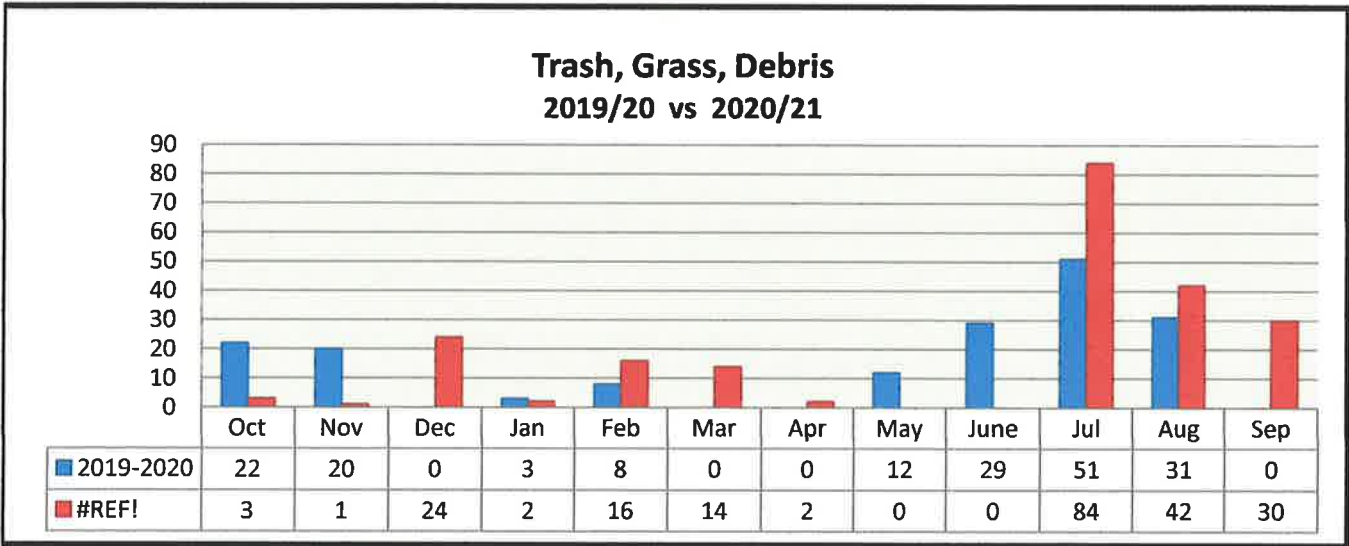
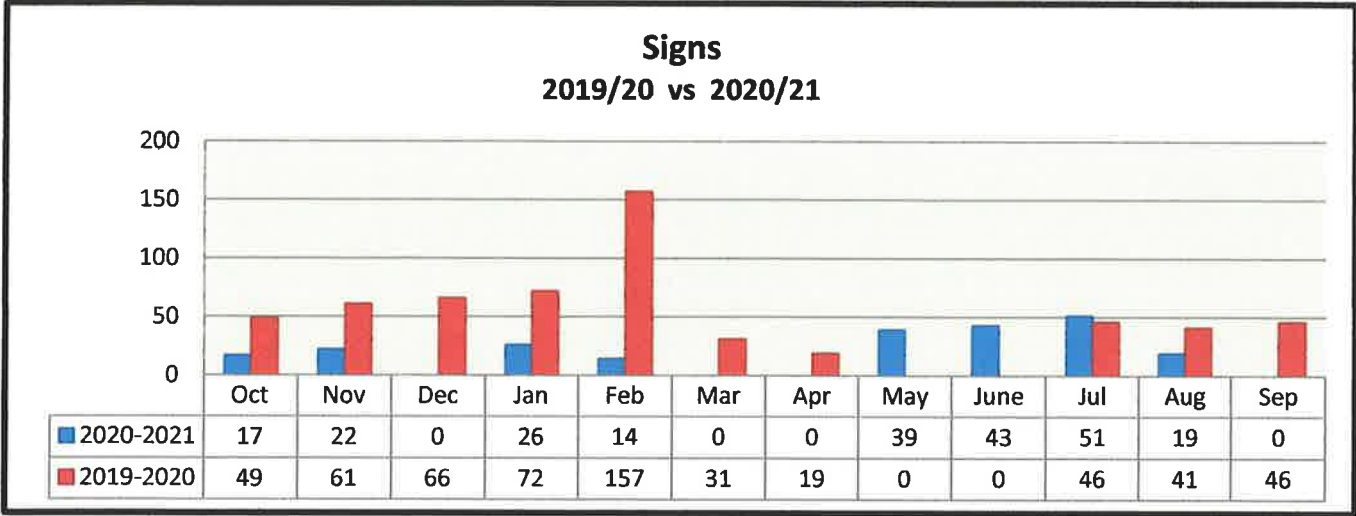
2019/20 vs 2020/21

d.



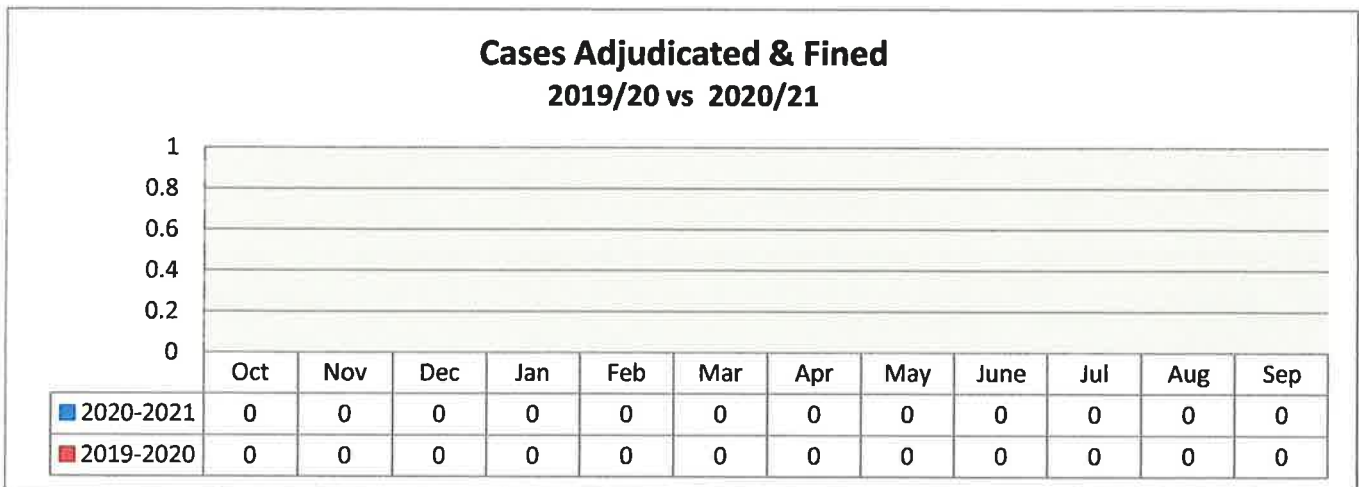
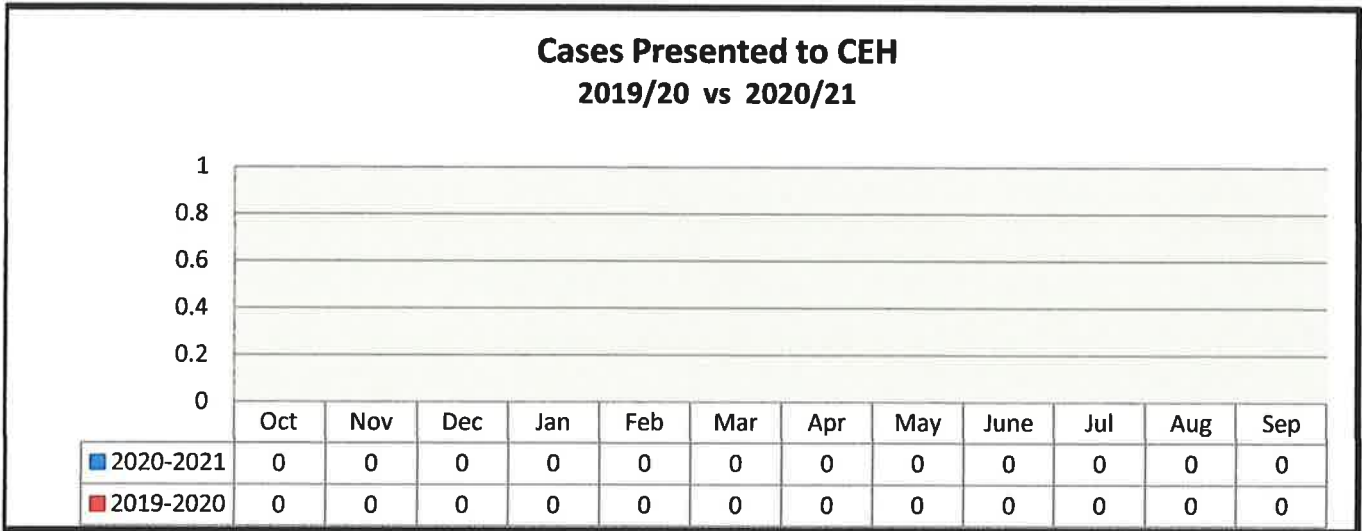
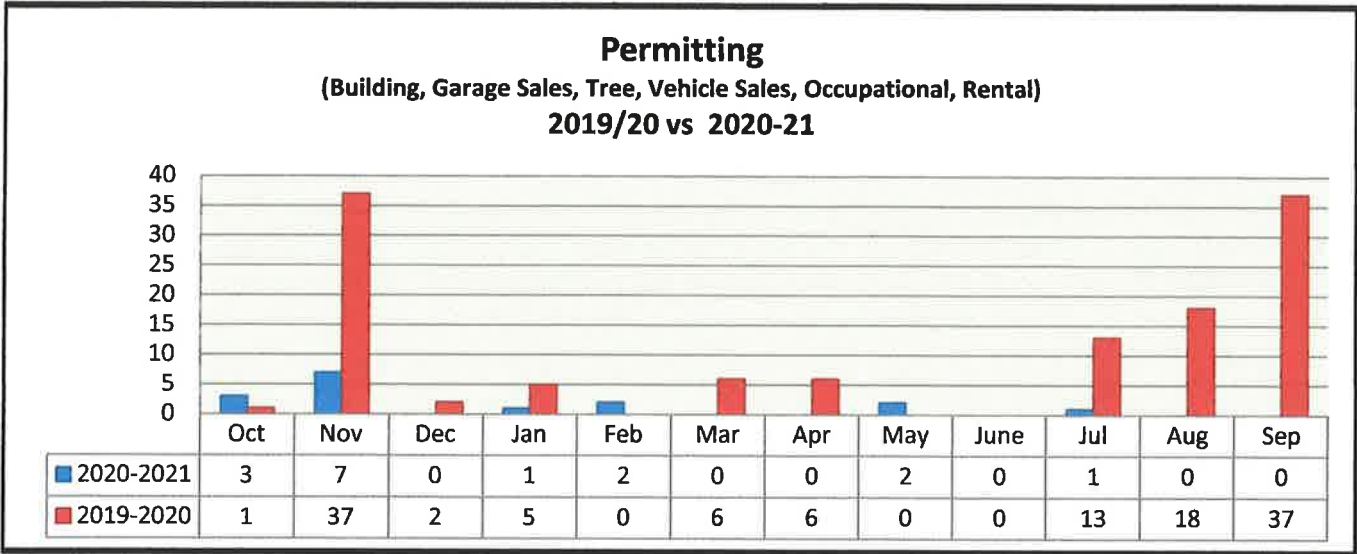
CODE ENFORCEMENT ACTIVITY 2019/20 vs 2020/21

d.



CODE ENFORCEMENT ACTIVITY

d.





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

d.

| | | |
|----------------------------------|------------|-----------|
| BELLE ISLE INCIDENT TOTAL | | 74 |
| Total OCFR Units Used | 158 | |
| Total OCFR Transports | 35 | |

| | EMS | Fire Service | Vehicle Accident |
|--------------|-----|--------------|------------------|
| Total | 54 | 13 | 7 |

| Alarm # | Units | Date | Total Time | Call Type | Sta | Jurisdiction | Transport | REP DIST | LOCATION |
|--------------------|--------|--------|------------|-----------|-----|--------------|-----------|----------|------------------------|
| OF210080967 | | | | | | | | | |
| | CPT4 | 8/1/21 | 0:08:08 | EMDB | 72 | Belle Isle | | 72733B | 3601 ST MORITZ ST, BI |
| | E70 | 8/1/21 | 0:21:11 | EMDB | 72 | Belle Isle | | 72733B | 3601 ST MORITZ ST, BI |
| | M7 | 8/1/21 | 0:13:23 | EMDB | 72 | Belle Isle | | 72733B | 3601 ST MORITZ ST, BI |
| OF210080971 | | | | | | | | | |
| | E51 | 8/1/21 | 0:04:09 | EMDD | 72 | Belle Isle | | 72733B | 5027 ST MICHAEL AV, BI |
| | E72 | 8/1/21 | 0:04:11 | EMDD | 72 | Belle Isle | | 72733B | 5027 ST MICHAEL AV, BI |
| | M7 | 8/1/21 | 0:25:26 | EMDD | 72 | Belle Isle | | 72733B | 5027 ST MICHAEL AV, BI |
| | R51 | 8/1/21 | 0:10:43 | EMDD | 72 | Belle Isle | | 72733B | 5027 ST MICHAEL AV, BI |
| | TR51 | 8/1/21 | 0:02:21 | EMDD | 72 | Belle Isle | | 72733B | 5027 ST MICHAEL AV, BI |
| OF210081156 | | | | | | | | | |
| | E70 | 8/1/21 | 0:10:46 | TREEDWT | 70 | Belle Isle | | 70735B | PASADENA DR/MCCAWLEY |
| OF210081329 | | | | | | | | | |
| | E71 | 8/2/21 | 0:00:57 | AA | 72 | Belle Isle | | 72733B | HOFFNER AV/CONWAY RD |
| | E72 | 8/2/21 | 0:54:15 | AA | 72 | Belle Isle | | 72733B | HOFFNER AV/CONWAY RD |
| | R70 | 8/2/21 | 0:50:20 | AA | 72 | Belle Isle | YES | 72733B | HOFFNER AV/CONWAY RD |
| | R71 | 8/2/21 | 1:05:31 | AA | 72 | Belle Isle | YES | 72733B | HOFFNER AV/CONWAY RD |
| OF210081430 | | | | | | | | | |
| | B4 | 8/2/21 | 0:53:22 | AA | 73 | Belle Isle | | 73777B | 2635 MCCOY RD, BI |
| | CPT4 | 8/2/21 | 1:10:25 | AA | 73 | Belle Isle | | 73777B | 2635 MCCOY RD, BI |
| | E72 | 8/2/21 | 0:59:00 | AA | 73 | Belle Isle | | 73777B | 2635 MCCOY RD, BI |
| | R70 | 8/2/21 | 0:57:40 | AA | 73 | Belle Isle | YES | 73777B | 2635 MCCOY RD, BI |
| | R72 | 8/2/21 | 1:03:03 | AA | 73 | Belle Isle | | 73777B | 2635 MCCOY RD, BI |
| | REHAB1 | 8/2/21 | 0:58:50 | AA | 73 | Belle Isle | | 73777B | 2635 MCCOY RD, BI |
| OF210081450 | | | | | | | | | |
| | E72 | 8/2/21 | 0:18:23 | WIRES | 73 | Belle Isle | | 73777B | 2482 TRENTWOOD BLVD, E |
| OF210081491 | | | | | | | | | |
| | E73 | 8/2/21 | 0:25:02 | EMDB | 73 | Belle Isle | | 73777B | 2621 TRENTWOOD BLVD, E |
| | R73 | 8/2/21 | 0:25:02 | EMDB | 73 | Belle Isle | | 73777B | 2621 TRENTWOOD BLVD, E |
| OF210081943 | | | | | | | | | |
| | E73 | 8/3/21 | 0:24:42 | EMDE | 73 | Belle Isle | | 73777B | 2601 MCCOY RD, BI |
| | R73 | 8/3/21 | 1:20:08 | EMDE | 73 | Belle Isle | YES | 73777B | 2601 MCCOY RD, BI |
| OF210081947 | | | | | | | | | |
| | E70 | 8/3/21 | 0:14:29 | EMDD | 70 | Belle Isle | | 70773B | 1853 MCCOY RD, BI |
| | R70 | 8/3/21 | 1:04:04 | EMDD | 70 | Belle Isle | YES | 70773B | 1853 MCCOY RD, BI |
| OF210082032 | | | | | | | | | |
| | E70 | 8/3/21 | 0:07:49 | AA | 70 | Belle Isle | | 70735B | 2213 HOFFNER AV, BI |

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| Alarm # | Units | Date | Total Time | Call Type | Sta | Jurisdiction | Transport | REP DIST | LOCATION |
|--------------------|-------|---------|------------|-----------|-----|--------------|-----------|----------|-------------------------|
| | M4 | 8/3/21 | 0:14:47 | AA | 70 | Belle Isle | | 70735B | 2213 HOFFNER AV, BI |
| OF210082077 | E70 | 8/3/21 | 0:13:29 | AFA | 70 | Belle Isle | | 70773B | 1867 WIND HARBOR RD, BI |
| OF210082646 | E70 | 8/4/21 | 0:16:22 | EMDC | 70 | Belle Isle | | 70735B | 2316 HOFFNER AV, BI |
| | R30 | 8/4/21 | 1:41:11 | EMDC | 70 | Belle Isle | YES | 70735B | 2316 HOFFNER AV, BI |
| OF210083062 | E70 | 8/5/21 | 0:16:51 | EMDB | 70 | Belle Isle | | 70769B | EASTER ST/NELA AV |
| | R73 | 8/5/21 | 0:56:58 | EMDB | 70 | Belle Isle | YES | 70769B | EASTER ST/NELA AV |
| OF210083125 | E72 | 8/5/21 | 0:23:16 | EMDC | 72 | Belle Isle | | 72733B | 5143 DARDEN AV, BI |
| | R72 | 8/5/21 | 0:23:16 | EMDC | 72 | Belle Isle | | 72733B | 5143 DARDEN AV, BI |
| OF210083313 | E70 | 8/6/21 | 0:23:29 | OUTSDFR | 72 | Belle Isle | | 72732B | 4345 QUANDO DR, BI |
| OF210083423 | E72 | 8/6/21 | 0:19:09 | EMDD | 72 | Belle Isle | | 72733B | 5013 MONET AV, BI |
| | R72 | 8/6/21 | 1:11:36 | EMDD | 72 | Belle Isle | YES | 72733B | 5013 MONET AV, BI |
| OF210083546 | E70 | 8/6/21 | 0:15:44 | PUBASST | 70 | Belle Isle | | 70736B | 6522 STOCKBRIDGE AV, BI |
| OF210083554 | E70 | 8/6/21 | 0:16:10 | EMDD | 73 | Belle Isle | | 73777B | 1934 MCCOY RD, BI |
| | R73 | 8/6/21 | 1:01:00 | EMDD | 73 | Belle Isle | YES | 73777B | 1934 MCCOY RD, BI |
| OF210083883 | E70 | 8/7/21 | 0:18:14 | EMDD | 70 | Belle Isle | | 70773B | 1701 PERKINS RD, BI |
| | R70 | 8/7/21 | 1:00:28 | EMDD | 70 | Belle Isle | YES | 70773B | 1701 PERKINS RD, BI |
| OF210083981 | B4 | 8/7/21 | 0:10:22 | EMDD | 73 | Belle Isle | | 73777B | 2601 MCCOY RD, BI |
| | E73 | 8/7/21 | 0:19:51 | EMDD | 73 | Belle Isle | | 73777B | 2601 MCCOY RD, BI |
| | R73 | 8/7/21 | 0:19:51 | EMDD | 73 | Belle Isle | | 73777B | 2601 MCCOY RD, BI |
| OF210084643 | E72 | 8/9/21 | 0:17:33 | EMDE | 72 | Belle Isle | | 72733B | 3401 CULLEN LAKE SHORE |
| | R72 | 8/9/21 | 0:17:00 | EMDE | 72 | Belle Isle | | 72733B | 3401 CULLEN LAKE SHORE |
| OF210084724 | E70 | 8/9/21 | 0:09:46 | AMA | 70 | Belle Isle | | 70735B | 2525 OAK ISLAND PT, BI |
| | R72 | 8/9/21 | 0:09:20 | AMA | 70 | Belle Isle | | 70735B | 2525 OAK ISLAND PT, BI |
| OF210084999 | R73 | 8/9/21 | 0:24:54 | EMDA | 73 | Belle Isle | | 73777B | 2621 TRENTWOOD BLVD, E |
| OF210085558 | E70 | 8/11/21 | 0:15:34 | EMDC | 70 | Belle Isle | | 70773B | 1701 PERKINS RD, BI |
| | R70 | 8/11/21 | 0:48:54 | EMDC | 70 | Belle Isle | YES | 70773B | 1701 PERKINS RD, BI |
| OF210085636 | E70 | 8/11/21 | 0:07:20 | EMDB | 70 | Belle Isle | | 70735B | 2117 HOFFNER AV, BI |
| | M5 | 8/11/21 | 0:01:44 | EMDB | 70 | Belle Isle | | 70735B | 2117 HOFFNER AV, BI |
| | R51 | 8/11/21 | 0:05:54 | EMDB | 70 | Belle Isle | | 70735B | 2117 HOFFNER AV, BI |
| OF210085763 | E72 | 8/11/21 | 0:27:13 | EMDB | 72 | Belle Isle | | 72732B | 4201 PLAYA CT, BI |
| | R71 | 8/11/21 | 0:11:04 | EMDB | 72 | Belle Isle | | 72732B | 4201 PLAYA CT, BI |
| OF210085859 | E72 | 8/11/21 | 0:20:47 | EMDD | 72 | Belle Isle | | 72733B | 5013 MONET AV, BI |
| | R70 | 8/11/21 | 1:58:54 | EMDD | 72 | Belle Isle | YES | 72733B | 5013 MONET AV, BI |
| OF210085931 | E72 | 8/11/21 | 0:17:02 | PUBASST | 72 | Belle Isle | | 72732B | 4218 ARAJO CT, BI |
| OF210086567 | E51 | 8/13/21 | 0:01:43 | AFA | 70 | Belle Isle | | 70773B | 1811 WIND HARBOR RD, |

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| Alarm # | Units | Date | Total Time | Call Type | Sta | Jurisdiction | Transport | REP DIST | LOCATION |
|--------------------|-------|---------|------------|-----------|-----|--------------|-----------|----------|-------------------------|
| | E70 | 8/13/21 | 0:12:46 | AFA | 70 | Belle Isle | | 70773B | 1811 WIND HARBOR RD, BI |
| OF210086669 | E70 | 8/13/21 | 0:28:28 | EMDD | 70 | Belle Isle | | 70773B | 1729 IDAHO AV, BI |
| | R70 | 8/13/21 | 0:28:48 | EMDD | 70 | Belle Isle | | 70773B | 1729 IDAHO AV, BI |
| OF210086697 | E73 | 8/13/21 | 0:21:25 | LOCKOU | 73 | Belle Isle | | 73777B | 2323 MCCOY RD, BI |
| OF210086956 | E70 | 8/14/21 | 0:21:02 | EMDD | 70 | Belle Isle | | 70773B | 1729 IDAHO AV, BI |
| | R70 | 8/14/21 | 0:53:36 | EMDD | 70 | Belle Isle | YES | 70773B | 1729 IDAHO AV, BI |
| OF210087163 | E70 | 8/14/21 | 0:21:40 | EMDB | 70 | Belle Isle | | 70735B | 2505 HOFFNER AV, BI |
| | R70 | 8/14/21 | 0:20:09 | EMDB | 70 | Belle Isle | | 70735B | 2505 HOFFNER AV, BI |
| OF210087250 | E70 | 8/14/21 | 0:21:22 | EMDC | 70 | Belle Isle | | 70773B | 1817 WIND WILLOW RD, BI |
| | R70 | 8/14/21 | 1:22:45 | EMDC | 70 | Belle Isle | YES | 70773B | 1817 WIND WILLOW RD, BI |
| OF210087546 | E71 | 8/15/21 | 0:16:50 | EMDD | 72 | Belle Isle | | 72732B | JUDGE RD/FRANCONIA DR |
| | R70 | 8/15/21 | 0:55:55 | EMDD | 72 | Belle Isle | YES | 72732B | JUDGE RD/FRANCONIA DR |
| OF210087606 | E72 | 8/15/21 | 0:13:26 | HYDFLOV | 72 | Belle Isle | | 72734B | GRAN LAC AV/HOFFNER AV |
| OF210087779 | E70 | 8/15/21 | 0:23:31 | EMDD | 70 | Belle Isle | | 70773B | 1615 WIND HARBOR RD, BI |
| | R70 | 8/15/21 | 0:52:27 | EMDD | 70 | Belle Isle | YES | 70773B | 1615 WIND HARBOR RD, BI |
| OF210087951 | E72 | 8/16/21 | 0:23:45 | EMDC | 72 | Belle Isle | | 72733B | 5207 CHISWICK CIR, BI |
| | R70 | 8/16/21 | 1:12:52 | EMDC | 72 | Belle Isle | YES | 72733B | 5207 CHISWICK CIR, BI |
| OF210088648 | E72 | 8/17/21 | 0:19:12 | EMDD | 72 | Belle Isle | | 72733B | 3619 ROTHBURY DR, BI |
| | R71 | 8/17/21 | 1:02:27 | EMDD | 72 | Belle Isle | YES | 72733B | 3619 ROTHBURY DR, BI |
| OF210088898 | E70 | 8/18/21 | 0:10:39 | EMDD | 70 | Belle Isle | | 70736B | 5800 HANSEL AV, BI |
| | R70 | 8/18/21 | 0:46:05 | EMDD | 70 | Belle Isle | YES | 70736B | 5800 HANSEL AV, BI |
| OF210088943 | E73 | 8/18/21 | 0:19:53 | EMDB | 70 | Belle Isle | | 70773B | 1875 MCCOY RD, BI |
| | R51 | 8/18/21 | 0:12:15 | EMDB | 70 | Belle Isle | | 70773B | 1875 MCCOY RD, BI |
| OF210088983 | E72 | 8/18/21 | 0:18:02 | EMDD | 72 | Belle Isle | | 72733B | 5207 CHISWICK CIR, BI |
| | R72 | 8/18/21 | 1:09:40 | EMDD | 72 | Belle Isle | YES | 72733B | 5207 CHISWICK CIR, BI |
| OF210089084 | E70 | 8/18/21 | 0:23:01 | EMDB | 72 | Belle Isle | | 72734B | 5010 GRAMONT AV, BI |
| | R71 | 8/18/21 | 0:23:01 | EMDB | 72 | Belle Isle | | 72734B | 5010 GRAMONT AV, BI |
| OF210089118 | E72 | 8/18/21 | 0:18:24 | EMDD | 72 | Belle Isle | | 72733B | 5417 CHISWICK CIR, BI |
| | R72 | 8/18/21 | 1:04:30 | EMDD | 72 | Belle Isle | YES | 72733B | 5417 CHISWICK CIR, BI |
| OF210089219 | E73 | 8/19/21 | 0:13:08 | ANMLRES | 73 | Belle Isle | | 73777B | 2323 MCCOY RD, BI |
| OF210089267 | E72 | 8/19/21 | | EMDD | 72 | Belle Isle | | 72733B | 5190 CONWAY RD, BI |
| | R72 | 8/19/21 | 0:50:58 | EMDD | 72 | Belle Isle | YES | 72733B | 5190 CONWAY RD, BI |
| OF210089589 | CPT7 | 8/19/21 | 0:10:57 | EMDB | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| | E70 | 8/19/21 | 0:34:48 | EMDB | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| | E72 | 8/19/21 | 0:02:20 | EMDB | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| | R70 | 8/19/21 | 0:42:50 | EMDB | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |

| Alarm # | Units | Date | Total Time | Call Type | Sta | Jurisdiction | Transport | REP DIST | LOCATION |
|--------------------|-------|---------|------------|-----------|-----|--------------|-----------|----------|-------------------------|
| OF210089748 | | | | | | | | | |
| | E70 | 8/20/21 | 0:25:31 | EMDD | 70 | Belle Isle | | 70735B | 2022 HOFFNER AV, BI |
| | R73 | 8/20/21 | 0:56:01 | EMDD | 70 | Belle Isle | YES | 70735B | 2022 HOFFNER AV, BI |
| OF210089796 | | | | | | | | | |
| | E70 | 8/20/21 | 0:22:07 | EMDA | 70 | Belle Isle | | 70773B | 1701 PERKINS RD, BI |
| | R72 | 8/20/21 | 1:27:11 | EMDA | 70 | Belle Isle | YES | 70773B | 1701 PERKINS RD, BI |
| OF210089888 | | | | | | | | | |
| | E70 | 8/20/21 | 0:19:34 | PA | 70 | Belle Isle | | 70773B | 1817 WIND WILLOW RD, BI |
| | R70 | 8/20/21 | 0:18:03 | PA | 70 | Belle Isle | | 70773B | 1817 WIND WILLOW RD, BI |
| OF210089956 | | | | | | | | | |
| | E70 | 8/20/21 | 0:10:28 | ELECK | 72 | Belle Isle | | 72733B | CONWAY RD/SOUTHMORE |
| | E72 | 8/20/21 | | ELECK | 72 | Belle Isle | | 72733B | CONWAY RD/SOUTHMORE |
| OF210090052 | | | | | | | | | |
| | R72 | 8/20/21 | 1:13:07 | EMDC | 72 | Belle Isle | YES | 72732B | 3708 QUANDO CIR, BI |
| OF210090148 | | | | | | | | | |
| | E70 | 8/21/21 | 0:17:51 | PA | 70 | Belle Isle | | 70773B | 1817 WIND WILLOW RD, BI |
| | R70 | 8/21/21 | 0:03:52 | PA | 70 | Belle Isle | | 70773B | 1817 WIND WILLOW RD, BI |
| OF210090542 | | | | | | | | | |
| | E72 | 8/21/21 | 0:08:31 | EMDA | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| | R72 | 8/21/21 | 0:21:06 | EMDA | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| OF210091199 | | | | | | | | | |
| | E70 | 8/23/21 | 0:18:17 | EMDD | 70 | Belle Isle | | 70773B | 1633 WIND DRIFT RD, BI |
| | R70 | 8/23/21 | 1:27:55 | EMDD | 70 | Belle Isle | YES | 70773B | 1633 WIND DRIFT RD, BI |
| OF210091280 | | | | | | | | | |
| | E72 | 8/23/21 | 0:15:30 | EMDD | 72 | Belle Isle | | 72733B | 5110 DARDEN AV, BI |
| | R72 | 8/23/21 | 1:01:23 | EMDD | 72 | Belle Isle | YES | 72733B | 5110 DARDEN AV, BI |
| OF210091467 | | | | | | | | | |
| | B4 | 8/23/21 | 0:14:06 | EMDB | 73 | Belle Isle | | 73777B | 1900 MCCOY RD, BI |
| | E73 | 8/23/21 | 0:28:55 | EMDB | 73 | Belle Isle | | 73777B | 1900 MCCOY RD, BI |
| | R71 | 8/23/21 | 0:28:55 | EMDB | 73 | Belle Isle | | 73777B | 1900 MCCOY RD, BI |
| OF210091589 | | | | | | | | | |
| | E72 | 8/24/21 | 0:14:09 | EMDD | 72 | Belle Isle | | 72733B | 5120 CONWAY RD, BI |
| | R72 | 8/24/21 | 0:56:37 | EMDD | 72 | Belle Isle | YES | 72733B | 5120 CONWAY RD, BI |
| OF210092386 | | | | | | | | | |
| | E72 | 8/26/21 | 0:15:40 | OUTSDFR | 72 | Belle Isle | | 72733B | CONWAY RD/HOFFNER AV |
| | R72 | 8/26/21 | 0:15:35 | OUTSDFR | 72 | Belle Isle | | 72733B | CONWAY RD/HOFFNER AV |
| OF210092394 | | | | | | | | | |
| | E73 | 8/26/21 | 0:21:20 | AFAWF | 73 | Belle Isle | | 73777B | 2300 JETPORT DR, BI |
| OF210092594 | | | | | | | | | |
| | E53 | 8/26/21 | 0:13:29 | EMDD | 70 | Belle Isle | | 70736B | HANSEL AV/E OAK RIDGE F |
| | M4 | 8/26/21 | 0:49:21 | EMDD | 70 | Belle Isle | YES | 70736B | HANSEL AV/E OAK RIDGE F |
| OF210092614 | | | | | | | | | |
| | E70 | 8/26/21 | 0:56:34 | EMDD | 70 | Belle Isle | | 70769B | 6926 WILLOUGHBY LN, BI |
| | R72 | 8/26/21 | 1:50:43 | EMDD | 70 | Belle Isle | YES | 70769B | 6926 WILLOUGHBY LN, BI |
| OF210092648 | | | | | | | | | |
| | E73 | 8/26/21 | 0:10:58 | EMDD | 70 | Belle Isle | | 70773B | 1875 MCCOY RD, BI |
| | R73 | 8/26/21 | 0:10:58 | EMDD | 70 | Belle Isle | | 70773B | 1875 MCCOY RD, BI |
| OF210092889 | | | | | | | | | |
| | E70 | 8/27/21 | 0:18:59 | EMDD | 70 | Belle Isle | | 70736B | 711 WALTHAM AV, BI |
| | R70 | 8/27/21 | 0:46:01 | EMDD | 70 | Belle Isle | YES | 70736B | 711 WALTHAM AV, BI |
| OF210092952 | | | | | | | | | |
| | E70 | 8/27/21 | 0:14:37 | AA | 70 | Belle Isle | | 70736B | S ORANGE AV/E OAK RIDG |
| | R70 | 8/27/21 | 0:16:07 | AA | 70 | Belle Isle | | 70736B | S ORANGE AV/E OAK RIDG |
| OF210093023 | | | | | | | | | |

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| Alarm # | Units | Date | Total Time | Call Type | Sta | Jurisdiction | Transport | REP DIST | LOCATION |
|--------------------|-------|---------|------------|-----------|-----|--------------|-----------|----------|-------------------------|
| | E70 | 8/27/21 | 0:21:28 | AA | 72 | Belle Isle | | 72733B | HOFFNER AV/CONWAY RD |
| | R70 | 8/27/21 | 1:15:45 | AA | 72 | Belle Isle | YES | 72733B | HOFFNER AV/CONWAY RD |
| OF210093118 | | | | | | | | | |
| | E72 | 8/27/21 | 0:16:57 | AA | 72 | Belle Isle | | 72733B | HOFFNER AV/CONWAY RD |
| | R72 | 8/27/21 | 0:16:59 | AA | 72 | Belle Isle | | 72733B | HOFFNER AV/CONWAY RD |
| OF210093424 | | | | | | | | | |
| | E70 | 8/28/21 | 0:21:13 | AA | 70 | Belle Isle | | 70736B | HANSEL AV/WALTHAM AV |
| | R70 | 8/28/21 | 0:26:46 | AA | 70 | Belle Isle | | 70736B | HANSEL AV/WALTHAM AV |
| OF210093489 | | | | | | | | | |
| | E72 | 8/28/21 | 0:22:26 | EMDA | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| | R72 | 8/28/21 | 0:27:47 | EMDA | 72 | Belle Isle | | 72732B | 4222 PLAYA CT, BI |
| OF210093571 | | | | | | | | | |
| | E72 | 8/28/21 | 0:22:46 | EMDC | 72 | Belle Isle | | 72733B | 5137 DORIAN AV, BI |
| | R70 | 8/28/21 | 1:18:23 | EMDC | 72 | Belle Isle | YES | 72733B | 5137 DORIAN AV, BI |
| OF210093716 | | | | | | | | | |
| | B4 | 8/29/21 | 0:44:57 | EMDD | 70 | Belle Isle | | 70773B | 1606 IDAHO AV, BI |
| | E70 | 8/29/21 | 1:15:53 | EMDD | 70 | Belle Isle | | 70773B | 1606 IDAHO AV, BI |
| | E73 | 8/29/21 | 1:03:02 | EMDD | 70 | Belle Isle | | 70773B | 1606 IDAHO AV, BI |
| | R70 | 8/29/21 | 1:15:53 | EMDD | 70 | Belle Isle | | 70773B | 1606 IDAHO AV, BI |
| | R73 | 8/29/21 | 1:05:39 | EMDD | 70 | Belle Isle | | 70773B | 1606 IDAHO AV, BI |
| OF210093851 | | | | | | | | | |
| | E70 | 8/29/21 | 0:11:30 | EMDD | 70 | Belle Isle | | 70736B | 6303 MATCHETT RD, BI |
| | R70 | 8/29/21 | 1:08:04 | EMDD | 70 | Belle Isle | YES | 70736B | 6303 MATCHETT RD, BI |
| OF210094045 | | | | | | | | | |
| | E72 | 8/30/21 | 0:22:57 | EMDD | 72 | Belle Isle | | 72734B | 3218 CULLEN LAKE SHORE |
| | R72 | 8/30/21 | 0:23:20 | EMDD | 72 | Belle Isle | | 72734B | 3218 CULLEN LAKE SHORE |
| OF210094745 | | | | | | | | | |
| | E71 | 8/31/21 | 0:36:13 | EMDD | 73 | Belle Isle | | 73777B | 3725 BRIGHTON PARK CIR. |
| | R57 | 8/31/21 | 1:03:11 | EMDD | 73 | Belle Isle | YES | 73777B | 3725 BRIGHTON PARK CIR. |
| | R71 | 8/31/21 | 0:24:21 | EMDD | 73 | Belle Isle | | 73777B | 3725 BRIGHTON PARK CIR. |

SERVICE AREA INCIDENT TOTAL 74

Total OCFR Units Used 158

Total OCFR Transports 35

| | EMS | Fire Service | Vehicle Accident |
|--------------|-----|--------------|------------------|
| Total | 54 | 13 | 7 |



CITY OF BELLE ISLE, FL

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

MEMORANDUM

From the Desk of Bob Francis, City Manager

To: Mayor and Council
Date: September 14, 2021
Re: Lake Conway Navigation Board Meeting

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

Synopsis of the September 14, 2021 Lake Conway Navigation Board Meeting

NOTE: There was not a quorum for this meeting.

1. Public Comment: City Manager Francis asked if there was a new date set for the lake cleanup event that was cancelled last month. Ms. Urbanik has not heard anything on rescheduling the event. Mr. Francis stated that he received notification from the state that the City’s grant application was approved for Harmful Algal Bloom Innovative Technology Project Grant managed by the Florida Department of Environmental Protection’s Office of Water Policy and Ecosystems Restoration (OWPER).

Randy Holihan, Belle Isle resident, asked what can be done about the excessive growth of weeds in the lake.

Gary Meloon, Belle isle resident, expressed his concerns for the turbidity in the Wallace Ditch. He stated that the City is not maintaining the ditch. Ms. Urbanik told him the he can file a complaint with the EPD complaint line.

There was also general discussion on the sedimentation in the canals as well as weeds in the canals.

2. Comments from the Chairman: None
3. Marine Patrol Report: Reports of OCSO and BIPD are attached. Orange County Marine Officer stated that he sent an email to FWC legal department asking if the Marine Patrol could enforce the noise ordinance outlined in the state statutes for PWCs. He did not yet receive a response from FWC. He also stated that they are not writing tickets for registration numbers not on PWCs as the PWC may be too

small for all the numbers. Also talked about PWC rentals and stated that the deputy at the ramp is not under their control and the marine patrol will not write tickets if there is no safety violation.

4. Water Elevation Report: The chart is attached.
5. EPD Report:
 - a. Lake Gatlin Alum Treatment: Ms. Urbanik stated the next treatment will occur on September 21 and September 22. This is the third of four treatments with the final treatment being in November or December.
 - b. Canal Sediment Analysis Update: Ms. Urbanik stated that the study was ongoing, and they were collecting citizen comments. Once all the comments are addressed by the consultant, then they can move forward with dredging 4 of the canals. Ms. Urbanik read an email from Board Member Evertsen stating that since the canals may be owned by adjacent property owners then they should have to pay something.
 - c. Aquatic Plant Management: Ms. Urbanik reported that EPD just completed their quarterly survey and determined an increase in hydrilla. She is working with FWC on how to treat it. She also stated the she is working with FWC on treating the Illinois Pond Weed.
6. Advisory Member Reports: No reports were rendered by Board members.
7. Non-Agenda Items: None
8. The meeting adjourned at 7:30 PM.

Attachments

- Nav Board Agenda
- Minutes of August 10, 2021 Meeting (Not approved)
- BIPD & OCSO Marine Reports
- Lake Report (Chart)

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

September 14, 2021 at 6:30 P.M. at the Orange County Facilities Management
Training Room, & via Webex

PLEDGE OF ALLEGIANCE

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

WHEN SPEAKING, PLEASE GIVE YOUR NAME AND ADDRESS

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

**Lake Conway Water and Navigation Control District
Advisory Board Regular Meeting
August 10, 2021 at 6:30 p.m.
Orange County Facilities Management Training Room and Webex**

Board Members Present: Dr. Elizabeth Nelson (Chair), Bobby Lance, Micky Blackton, and John Evertsen

Board Members Absent: Frances Guthrie (Vice Chair)

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

Residents: Randy Holihan, Cindy Lance, Gary Meloon*, Alan Horn*, and David Woods*

*Denotes attended via Webex

I. Call to Order

With a quorum present, Dr. Elizabeth Nelson called the meeting of the Lake Conway Water and Navigation Control District Advisory Board (Advisory Board) to order at 6:34 p.m.

II. Approval of the July 13, 2021 Meeting Minutes

Upon a motion by Micky Blackton, seconded by Bobby Lance, and carried with all present members voting AYE by voice vote, with Frances Guthrie being absent; the Advisory Board approved the July 13, 2021 meeting minutes.

III. Public Comment on Propositions before the Advisory Board

No comments.

IV. Comments of the Chair

Chair Dr. Nelson did not have any comments.

V. Marine Patrol Report

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

- 406 vessels observed on the lake
- 44 vessel stops
- 9 vessel citations
- 28 vessel warnings

- 19 vessel inspections
- 35 ramp checks
- 6 patrol assist/back up

Sergeant Millis presented the Belle Isle off-duty marine patrol report. For the month of July 2021, the following activities were reported:

- 290 vessels observed on the lake
- 34 vessel stops
- 29 vessel citations
- 9 vessel warnings
- 22 ramp checks
- 1 patrol assist/back up

VI. Lake Conway Water Elevation Report

David Woods presented his water elevation report. Compared to rainfall in July 2020, there has been a reduced level of rainfall in July 2021. There is current tropical activity that is being monitored.

VII. Orange County EPD Report

Lake Conway Stormwater Study Project Update

No updates.

Lake Cleanup

Central Florida RECON lake cleanup is scheduled for August 14, 2021 from 5:00 PM to 7:00 PM; meeting at the Venetian boat ramp. Depending on the tropical storm activity, it is possible the cleanup may be cancelled.

Approval of Routine Services

Ms. Urbanik presented a spreadsheet with the proposed routine services for next fiscal year.

Upon a motion by Elizabeth Nelson, seconded by Micky Blackton, and carried with all present members voting AYE by voice vote, with Frances Guthrie being absent; the Advisory Board approved up to \$352,535.00 for the annual routine services for the 2021-2022 fiscal year.

VIII. Advisory Board Member Report

- Chair Dr. Elizabeth Nelson: No comments.
- Bobby Lance: No comments.
- Micky Blackton: No comments.
- John Evertsen: No comments.

IX. Non-Agenda Items

No additional questions or comments were noted in the Webex chat during the request for Non-Agenda Items.

Discussion provided from chat feature in Webex meeting:

- From Tara Urbanik to everyone: We will start soon, thank you!
- From Tara Urbanik to everyone: Can the webex viewers still hear us?
- To Gary Meloon (privately): Gary, can you hear us still?
- To Gary Meloon (privately): Can the webex viewers still hear us?
- From Tara Urbanik to everyone: Can the webex viewers still hear us?
- From Alan Horn to everyone: It is easy. Length of vessel and make of vessel are two criteria captured on the registration.
- From Alan Horn to everyone: It is good for me from both sides.
- From Tara Urbanik to everyone: Thank you!

X. Meeting Adjourned

Chair Dr. Nelson adjourned the meeting at 7:50 p.m.

Elizabeth Nelson, Chair

Date

Minutes prepared by Tara Urbanik

Date



Lake Conway Marine Patrol Report



Orange County Sheriff's Office

Aug-21

| Dates | 1 | 4 | 6 | 7 | 8 | 10 | 14 | 15 | 18 | 20 | 21 | 22 | 26 | 27 | 28 | 29 | Total |
|-------|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|-------|
| | | | | | | | | | | | | | | | | | 16 |

Arrests

| | | | | | | | | | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|
| Felony | | | | | | | | | | | | | | | | | 0 |
| Misdemeanor | | | | | | | | | | | | | | | | | 0 |
| Warrant Arrests | | | | | | | | | | | | | | | | | 0 |

Productivity

| | | | | | | | | | | | | | | | | | |
|------------------------------|----|----|----|----|----|----|----|-----|----|----|----|----|----|---|-----|----|-----|
| Field Intelligence Reports | | | | | | | | | | | | | | | | | 0 |
| Dispatched Calls for Service | | | | | | | | | | | | | | | | 2 | 2 |
| Reports Written | | | | | | | | | | | | | | | | | 0 |
| Vessel Accidents | | | | | | | | | | | | | | | | | 0 |
| Vessels Observed on Lake | 60 | 11 | 15 | 60 | 40 | 15 | 60 | 60 | 34 | 20 | 55 | 15 | 10 | 8 | 65 | 70 | 598 |
| Vessel Stops | 8 | 2 | 3 | 11 | 6 | 4 | 7 | 8 | 2 | 1 | 6 | 1 | 1 | 1 | 7 | 9 | 76 |
| Citations Issued | 3 | | | 1 | 1 | 1 | 1 | 2 | | | 1 | | | | 3 | 2 | 15 |
| Warnings Issued | 9 | 2 | 5 | 9 | 6 | 7 | 7 | 8 | 3 | 1 | 7 | 1 | 1 | 1 | 7 | 9 | 82 |
| Vessel Inspections | 1 | 1 | 1 | 2 | 6 | 3 | 2 | 1 | 1 | 2 | 2 | | | 1 | 1 | 1 | 22 |
| Ramp Checks | 4 | | 2 | 2 | 6 | | 4 | 4 | | 2 | | 2 | 3 | | 4 | 4 | 37 |
| Patrol Assists/Back-Ups | | | | | 1 | | | | | | | | | | | | 1 |
| Hours Worked | 10 | 2 | 2 | 9 | 8 | 2 | 9 | 9.5 | 2 | 2 | 7 | 2 | 2 | 2 | 8.5 | 10 | 87 |

Comments: Nothing significant

| | | OCSO Lake Conway on duty stats | | | | | |
|----------------------------|-------------|---------------------------------------|-------------|------------|------------|------------|---------------|
| | | 2021 | | | | | |
| Month | July | August | Sept | Oct | Nov | Dec | Totals |
| Patrol Hours | 26 | 47.21 | | | | | 73.21 |
| Boating Citations (U.B.C.) | 1 | 9 | | | | | 10 |
| Boating Warnings / Verbal | 13 | 43 | | | | | 56 |
| Boat Stops/Checks | 14 | 54 | | | | | 68 |
| Boats on Lakes | 160 | 275 | | | | | 435 |



BELLE ISLE POLICE DEPARTMENT

Combined NAV & Marine Stat Sheet

| Date(s) | 1-Aug | 7-Aug | 8-Aug | 14-Aug | 15-Aug | 22-Aug | 28-Aug | 29-Aug | 4-Sep | 5-Sep | 6-Sep | 11-Sep | 12-Sep |
|---------|-------|-------|-------|--------|--------|--------|--------|--------|-------|-------|-------|--------|--------|
|---------|-------|-------|-------|--------|--------|--------|--------|--------|-------|-------|-------|--------|--------|

Patrol Activity

| | 1-Aug | 7-Aug | 8-Aug | 14-Aug | 15-Aug | 22-Aug | 28-Aug | 29-Aug | 4-Sep | 5-Sep | 6-Sep | 11-Sep | 12-Sep | Totals |
|---------------------|-------|-------|-------|--------|--------|--------|--------|--------|-------|-------|-------|--------|--------|--------|
| Vessels Observed | 25 | 40 | 35 | 20 | 35 | 50 | 25 | 30 | 35 | 65 | 0 | 15 | 20 | 395 |
| Boat Stops | 0 | 1 | 2 | 1 | 2 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 9 |
| PWC Stops | 4 | 8 | 14 | 6 | 7 | 5 | 10 | 5 | 6 | 5 | 0 | 0 | 3 | 73 |
| Boat Citations | 0 | 0 | 7 | 0 | 2 | 2 | 9 | 3 | 0 | 0 | 3 | 0 | 0 | 26 |
| PWC Citations | 3 | 9 | 15 | 8 | 8 | 4 | 14 | 3 | 6 | 5 | 9 | 0 | 3 | 87 |
| Warnings Issued | 1 | 1 | 2 | 1 | 3 | 1 | 2 | 2 | 0 | 0 | 0 | 0 | 1 | 14 |
| Noise Ordinance NOV | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Boat Inspections | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Boats Towed | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 3 |
| Dispatched Calls | 0 | 3 | 4 | 1 | 2 | 3 | 1 | 2 | 2 | 2 | 0 | 0 | 0 | 20 |
| Reports Written | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vessel Accidents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ramp Checks | 6 | 10 | 13 | 4 | 5 | 4 | 9 | 4 | 6 | 8 | 0 | 5 | 5 | 79 |
| FIR's | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Patrol Assists | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Arrests

| | | | | | | | | | | | | | | |
|--------------|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| Felony | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Misdemeanor | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BUI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hours Worked | 10 | 12 | 22 | 12 | 22 | 10 | 22 | 12 | 22 | 20 | 12 | 12 | 22 | 210 |



BELLE ISLE POLICE DEPARTMENT

NAV Stat Sheet

| Date(s) | 1-Aug | 8-Aug | 15-Aug | 22-Aug | 28-Aug | 29-Aug | 5-Sep | 6-Sep | 12-Sep |
|---------|-------|-------|--------|--------|--------|--------|-------|-------|--------|
|---------|-------|-------|--------|--------|--------|--------|-------|-------|--------|

| <i>Patrol Activity</i> | 1-Aug | 8-Aug | 15-Aug | 22-Aug | 28-Aug | 29-Aug | 5-Sep | 6-Sep | 12-Sep | Totals |
|------------------------|-------|-------|--------|--------|--------|--------|-------|-------|--------|--------|
| Vessels Observed | 0 | 0 | 35 | 0 | 25 | 30 | 65 | 0 | 0 | 155 |
| Boat Stops | 0 | 7 | 2 | 2 | 1 | 1 | 0 | 3 | 0 | 16 |
| PWC Stops | 3 | 7 | 7 | 2 | 7 | 5 | 5 | 6 | 0 | 42 |
| Boat Citations | 0 | 7 | 2 | 2 | 0 | 0 | 0 | 3 | 0 | 14 |
| PWC Citations | 3 | 7 | 8 | 2 | 9 | 3 | 5 | 6 | 0 | 43 |
| Warnings Issued | 0 | 0 | 3 | 0 | 2 | 2 | 0 | 0 | 0 | 7 |
| Noise Ordinance NOV | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Boat Inspections | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| Boats Towed | 0 | 0 | 2 | 0 | 1 | 2 | 2 | 0 | 0 | 7 |
| Dispatched Calls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reports Written | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vessel Accidents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ramp Checks | 0 | 0 | 5 | 0 | 5 | 4 | 8 | 0 | 0 | 22 |
| FIR's | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Patrol Assists | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

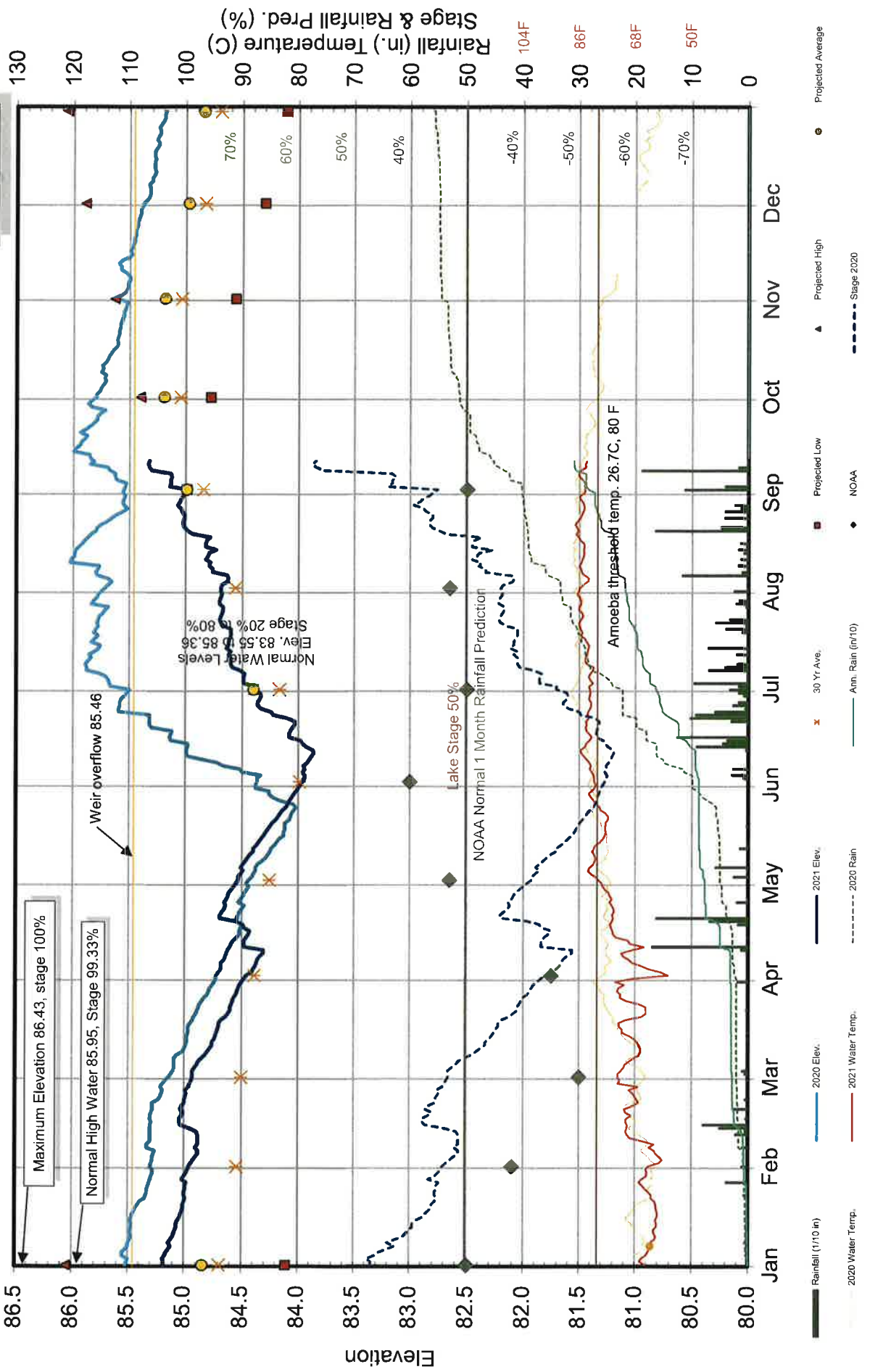
| <i>Arrests</i> | 1-Aug | 8-Aug | 15-Aug | 22-Aug | 28-Aug | 29-Aug | 5-Sep | 6-Sep | 12-Sep | Totals |
|----------------|-------|-------|--------|--------|--------|--------|-------|-------|--------|--------|
| Felony | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Misdemeanor | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BUI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hours Worked | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 20 | 10 | 100 |

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

Lake Conway 2021 Elevations (NAVD 88)

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

8/31/21
Elev 85.02
Stage 57%





BELLE ISLE POLICE DEPARTMENT

1521 Nela Avenue, Belle Isle, PA 33809 • www.ci09belleislespa.org • Tel: 407-240-2473

| TOTAL INCIDENTS BY DISTRICTS: | |
|-------------------------------|----|
| TOTAL MONTHLY INCIDENTS | 58 |
| TOTAL MONTHLY JAIL | 9 |
| TOTAL MONTHLY NTA | 0 |

| | |
|----|----|
| D1 | 5 |
| D2 | 5 |
| D3 | 5 |
| D4 | 22 |
| D5 | 2 |
| D6 | 3 |
| D7 | 16 |

| | |
|---------------------|-----|
| TOTAL YTD INCIDENTS | 473 |
| TOTAL YTD ARRESTS | 108 |

KEY:

EC= Exceptionally cleared

| 2020 CASES | ADDRESS | DIST | INCIDENT | DATE | TIME | STATUS | SYNOPSIS |
|------------|---------------------------------------|------|-----------------------------|-----------|----------|--------|---|
| 21-600494 | REDACTED | D7 | BATTERY | 8/1/2021 | 11:44 AM | JAIL | DOMESTIC VIOLENCE |
| 21-600494 | REDACTED | D7 | BATTERY | 8/1/2021 | 11:44 AM | JAIL | 3 ARRESTS |
| 21-600494 | REDACTED | D7 | BATTERY | 8/1/2021 | 11:44 AM | JAIL | 3 ARRESTS |
| 21-600495 | 5004 CONWAY RD | D7 | CAR ACCIDENT | 8/2/2021 | 6:24 PM | | SIDE IMPACT |
| 21-600496 | HOFFNER AVE & DORIAN AVE | D7 | CRIMINAL CITATION | 8/2/2021 | 10:16 PM | | DWLS |
| 21-600497 | MCCOY RD & DAETWYLER RD | D3 | DRUG POSSESSION | 8/2/2021 | 12:11 PM | JAIL | TRAFFIC STOP, EXPIRED TAG |
| 21-600498 | 4400 HOFFNER AVE | D7 | DUI | 8/2/2021 | 11:09 PM | JAIL | CAR ACCIDENT |
| 21-600499 | 1919 HOFFNER AVE | D2 | DUI | 8/2/2021 | 11:12 PM | JAIL | TRAFFIC STOP, SPEEDING & FAILURE TO MAINTAIN LANE |
| 21-600500 | 1934 MCCOY RD | D4 | TRESPASS WARNING | 8/3/2021 | 3:02 AM | | OWNER REQUEST |
| 21-600501 | REDACTED | D3 | SEXUAL BATTERY | 8/3/2021 | 11:56 AM | | STILL BEING INVESTIGATED |
| 21-600502 | 2300 JETPORT | D4 | BURGALRY TO BUSINESS | 8/5/2021 | 9:55 AM | | NOTHING STOLEN, BUT DAMAGE |
| 21-600503 | 4400 HOFFNER AVE | D7 | THEFT/LOST ITEM | 8/6/2021 | 1:58 PM | | RING MISSING |
| 21-600504 | 1934 MCCOY RD | D4 | TRESPASS WARNING | 8/6/2021 | 8:14 PM | | OWNER REQUEST |
| 21-600505 | REDACTED | D4 | INFORMATION REPORT | 8/6/2021 | 8:46 PM | | BAKER ACT |
| 21-600506 | 2601 MCCOY RD | D4 | AGGRAVATED BATTERY | 8/7/2021 | 5:21 PM | EC | VICTIM DIDN'T WANT TO PROSECUTE |
| 21-600507 | MCCOY RD W OF LINDOS DR | D4 | CRIMINAL CITATION | 8/7/2021 | 10:37 PM | | NO VEHICLE REGISTRATION |
| 21-600508 | MCCOY RD W OF LINDOS DR | D4 | CRIMINAL CITATION | 8/7/2021 | 10:37 PM | | UNLAWFUL TEMPORARY TAG |
| 21-600509 | 2121 MCCOY RD | D4 | CRIMINAL CITATION | 8/7/2021 | 11:38 PM | | DWLS |
| 21-600510 | HOFFNER AVE & CONWAY RD | D7 | DUI | 8/8/2021 | 1:24 AM | JAIL | TRAFFIC STOP, NO TAG |
| 21-600511 | 7918 DAETWYLER DR | D4 | TRESPASS WARNING | 8/8/2021 | 8:29 PM | | OWNER REQUEST |
| 21-600512 | MCCOY RD E OF LINDOS DR | D4 | CRIMINAL CITATION | 8/9/2021 | 1:11 AM | | NO VEHICLE REGISTRATION |
| 21-600513 | 3401 CULLEN LAKE SHORE DR | D1 | INFORMATION REPORT | 8/9/2021 | 7:29 AM | | DEATH INVESTIGATION |
| 21-600514 | 4408 HOFFNER AVE | D7 | TRESPASS WARNING | 8/9/2021 | 6:46 PM | | OWNER REQUEST |
| 21-600515 | HOFFNER AVE W OF CONWAY ISLE CIR | D2 | CAR ACCIDENT | 8/10/2021 | 3:38 PM | | REAR END COLLISION |
| 21-600516 | 1610 IDAHO AVE | D3 | BURGALRY | 8/10/2021 | 5:47 PM | | ITEMS STOLEN FROM SHED |
| 21-600517 | 5820 COVE DR | D6 | WARRANT ARREST | 8/11/2021 | 9:42 AM | | CONTACT AND ARREST |
| 21-600518 | 1777 MCCOY RD | D6 | FAILURE TO RETURN | 8/11/2021 | 4:41 PM | | |
| 21-600519 | HOFFNER AVE W OF CONWAY RD | D7 | CAR ACCIDENT | 8/12/2021 | 4:30 PM | | COLLISION |
| 21-600520 | GONDOLA DR & MCCOY RD | D4 | RESISTING LEO | 8/12/2021 | 11:45 PM | JAIL | TRAFFIC STOP, SPEEDING |
| 21-600521 | HOFFNER AVE W OF DUBAN AVE | D7 | CRIMINAL CITATION | 8/14/2021 | 2:27 AM | | EXPIRED DL |
| 21-600522 | 5226 JADE CIR | D1 | WARRANT ARREST | 8/14/2021 | 11:15 AM | | CONTACT AND ARREST |
| 21-600523 | 1875 MCCOY RD | D7 | BATTERY | 8/14/2021 | 1:05 PM | JAIL | RESISTING LEO |
| 21-600524 | NUMBER PULLED IN ERROR | X | NO REPORT | | | | NO REPORT |
| 21-600525 | 1936 MCCOY RD | D4 | WARRANT ARREST | 8/14/2021 | 1:11 PM | | CONTACT AND ARREST |
| 21-600526 | HOFFNER AVE E OF VENETIAN AVE | D2 | CRIMINAL CITATION | 8/14/2021 | 4:08 PM | | NO VEHICLE REGISTRATION |
| 21-600527 | MCCOY RD E OF VIA FLORA RD | D4 | CRIMINAL CITATION | 8/15/2021 | 9:35 PM | | DWLS |
| 21-600528 | 4416 HOFFNER AVE | D7 | DRUG POSSESSION | 8/15/2021 | 12:07 PM | JAIL | TRAFFIC STOP, EXPIRED TAG |
| 21-600529 | 5118 BELLEVILLE AVE | D1 | INFORMATION REPORT | 8/15/2021 | 1:46 PM | | NO CRIME |
| 21-600530 | REDACTED | D3 | BATTERY | 8/16/2021 | 3:18 AM | JAIL | DOMESTIC VIOLENCE |
| 21-600531 | HOFFNER AVE & LOURVE AVE | D1 | CAR ACCIDENT | 8/16/2021 | 12:20 PM | | COLLISION |
| 21-600532 | HOFFNER AVE N OF CULLEN LAKE SHORE DR | D1 | CAR ACCIDENT | 8/17/2021 | 6:33 AM | | REAR END COLLISION |
| 21-600533 | DUBAN & HOFFNER | D7 | WARRANT ARREST | 8/18/2021 | 3:59 PM | | CONTACT AND ARREST |
| 21-600534 | DUBAN & HOFFNER | D7 | WARRANT ARREST | 8/18/2021 | 4:38 PM | | CONTACT AND ARREST |
| 21-600535 | HOFFNER AVE E OF DARDEN AVE | D7 | CAR ACCIDENT | 8/19/2021 | 6:11 PM | | BAD MERGE, SIDE SWIPE |
| 21-600536 | HOFFNER AVE W OF CONWAY RD | D7 | CRIMINAL CITATION | 8/20/2021 | 12:22 AM | | DWLS |
| 21-600537 | MCCOY RD & LINDOS DR | D4 | DWLS WITH PRIOR CONVICTIONS | 8/21/2021 | 11:52 PM | JAIL | TRAFFIC STOP, SPEEDING |
| 21-600538 | REDACTED | D4 | BATTERY | 8/22/2021 | 12:31 AM | | DOMESTIC VIOLENCE |
| 21-600539 | MCCOY RD & LINDOS DR | D4 | INFORMATION REPORT | 8/22/2021 | 6:36 AM | | DRUGS SEIZED FOR DESTRUCTION |
| 21-600540 | HOFFNER AVE & MARINELL DR | D2 | DUI | 8/23/2021 | 2:46 AM | JAIL | TRAFFIC STOP, SPEEDING |
| 21-600541 | 1412 HORIZON CT | D5 | MISSING PERSON | 8/23/2021 | 1:35 PM | | FRIEND REPORTED MISSING ADULT |
| 21-600542 | HOFFNER AVE W OF CONWAY RD | D7 | CRIMINAL CITATION | 8/24/2021 | 7:02 AM | | DWLS |
| 21-600543 | 4416 HOFFNER AVE | D7 | CAR ACCIDENT | 8/24/2021 | 12:00 PM | | ACCIDENT IN PARKING LOT |
| 21-600544 | NELA AVE E OF HOMEWOOD DR | D5 | CRIMINAL CITATION | 8/24/2021 | 1:25 PM | | DWLS |
| 21-600545 | 1836 WIND WILLOW RD | D3 | INFORMATION REPROT | 8/25/2021 | 2:00 PM | | NUSIANCE RESIDENCE |
| 21-600546 | MCCOY RD E OF VIA FLORA RD | D4 | CRIMINAL CITATION | 8/25/2021 | 10:14 PM | | DWLS |
| 21-600547 | 1853 MCCOY RD | D4 | TRESPASS WARNING | 8/25/2021 | 10:39 PM | | OWNER REQUEST |
| 21-600548 | MCCOY RD E OF LINDOS DR | D4 | CRIMINAL CITATION | 8/25/2021 | 10:51 PM | | EXPIRED DL |
| 21-600549 | 6926 WILLOUGHBY LN | D6 | INFORMATION REPORT | 8/26/2021 | 2:35 PM | | WELLBEING CHECK |
| 21-600550 | REDACTED | D7 | CHILD ABUSE | 8/26/2021 | 7:00 PM | | UNKNOWN SUSPECT |
| 21-600551 | 4408 HOFFNER AVE | D7 | CAR ACCIDENT | 8/26/2021 | 9:00 PM | | T-BONE ACCIDENT |
| 21-600552 | HANSEL AVE & WALTHAM AVE | D2 | CAR ACCIDENT | 8/28/2021 | 1:50 PM | | FAILURE TO MAINTAIN LANE |
| 21-600553 | REDACTED | D7 | BATTERY | 8/28/2021 | 9:15 PM | JAIL | DOMESTIC VIOLENCE |
| 21-600554 | 1606 IDAHO AVE | D3 | DEATH INVESTIGATION | 8/29/2021 | 5:03 AM | | ONGOING |
| 21-600555 | 3101 MCCOY RD | D4 | INFORMATION REPORT | 8/29/2021 | 1:15 PM | | VEHICLE TOW |
| 21-600556 | MCCOY RD E OF LINDOS DR | D4 | CRIMINAL CITATION | 8/31/2021 | 2:57 AM | | FAILURE TO REGISTER VEHICLE |
| 21-600557 | 2300 JETPORT | D4 | TRESPASS WARNING | 8/31/2021 | 2:47 PM | | OWNER REQUEST |

City of Belle Isle
Red Light Camera Report - Feb 2021-September 5, 2021

| Week | Citations Issued | Citations Paid |
|-----------------------|------------------|----------------|
| 02/08/21 to 02/14/21 | 139 | 0 |
| 02/15/21 to 02/21/21 | 74 | 17 |
| 02/22/21 to 02/28/21 | 92 | 26 |
| 03/01/21 to 03/07/21 | 32 | 26 |
| 03/08/21 to 03/14/21 | 80 | 26 |
| 03/15/21 to 03/21/21 | 91 | 39 |
| 03/22/21 to 03/28/21 | 179 | 47 |
| 03/29/21 to 04/04/21 | 65 | 60 |
| 04/05/21 to 04/11/21 | 187 | 58 |
| 04/12/21 to 04/18/21 | 165 | 85 |
| 04/19/21 to 04/25/21 | 141 | 82 |
| 4/26/2021 to 05/02/21 | 112 | 100 |
| 05/03/21 to 05/09/21 | 226 | 99 |
| 05/10/21 to 05/16/21 | 230 | 99 |
| 05/17/21 to 05/23/21 | 171 | 110 |
| 05/24/21 to 05/30/21 | 113 | 121 |
| 05/31/21 to 06/06/21 | 188 | 131 |
| 06/07/21 to 06/13/21 | 131 | 124 |
| 06/14/21 to 06/20/21 | 131 | 112 |
| 06/21/21 to 06/27/21 | 181 | 107 |
| 06/28/21 to 07/04/21 | 10 | 109 |
| 07/05/21 to 07/11/21 | 34 | 99 |
| 07/12/21 to 07/18/21 | 245 | 84 |
| 07/19/21 to 07/25/21 | 186 | 76 |
| 07/26/21 to 08/01/21 | 84 | 98 |
| 08/02/21 to 08/08/21 | 131 | 114 |
| 08/09/21 to 08/15/21 | 75 | 125 |
| 08/16/21 to 08/22/21 | 113 | 106 |
| 08/23/21 to 08/29/21 | 124 | 69 |
| 08/30/21 to 09/05/21 | 227 | 83 |
| Total | 3957 | 2432 |



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

Meeting Date: September 21, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 21-10 Updating the BIMC RE: Home Occupations (2nd Reading)

Background: The Legislature passed a bill that is effective as of July 1st that will change how the City issues occupational licenses and enforces occupational licenses. The City Attorney’s Office drafted the ordinance to comply with the new state law.

The new § 559.955, Florida Statutes, prohibits local governments, including the City from regulating home-based businesses in any manner inconsistent with the terms of the new statute.

The City’s current ordinance regulating home occupations is inconsistent with the mandates contained in newly enacted § 559.955, Florida Statutes, regarding home-based businesses, and the City needs to amend the BIMC to conform to § 559.955, Florida Statutes.

The P&Z Commission held a public hearing on this Ordinance and recommended adoption.

Staff Recommendation: Adopt Ordinance 21-10.

Suggested Motion: **I move that adopt Ordinance 21-10.**

Alternatives: None (must comply with State Law).

Fiscal Impact: TBD

Attachments: Ordinance 21-10

ORDINANCE NO. 21-10

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTION 50-103(a) OF THE CITY’S CODE OF ORDINANCES AS SUCH PERTAINS TO HOME BASED OCCUPATIONS; PROVIDING FOR HOME BASED BUSINESS REGULATIONS CONSISTENT WITH GENERAL LAW; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City has historically regulated home occupations, otherwise known as home-based businesses;

WHEREAS, the Florida Legislature recently enacted Chapter 2021-202, Laws of Florida, codified as § 559.955, Florida Statutes, with an effective date of July 1, 2021;

WHEREAS, new § 559.955, Florida Statutes, prohibits local governments, including the City from regulating home-based businesses in any manner inconsistent with the terms of such statute; and

WHEREAS, the City’s current ordinance regulating home occupations is inconsistent with the mandates contained in newly enacted § 559.955, Florida Statutes, regarding home-based businesses, and the City desires to amend such ordinance to conform to § 559.955, Florida Statutes.

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

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

SECTION 2. City Code Amendment. Section 50-103(a) of the Belle Isle Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 50-103. - Accessory uses.

(a) *Home-based businesses ~~occupation.~~*

(1) It is the purpose of this section to provide for the orderly conduct of a limited commercial activity on property otherwise zoned for residential purposes. ~~Such activity shall not be of a nature that would impose any disruption to the quality of life, safety, character health welfare or appearance of a residential neighborhood.~~

- (2) Unless otherwise expressly permitted by applicable statutes or residential zoning regulations, including, but not limited to, mixed-used development plans and agreements for planned unit development, only commercial activity meeting the definition of a home-based businesses, as defined in § 559.955, Florida Statutes, is permitted on property zoned for residential use. Any use conducted entirely within a dwelling unit including the garage area, and carried on by an occupant thereof, which use is clearly incidental and accessory to the use of the residence for dwelling purposes and does not change the character thereof. This also includes the garage area and only if the garage door remains closed.

- (3) All business occupations, trades or professions qualifying as home occupations under this chapter shall exist and home-based businesses located on property zoned for residential purposes must operate subject to the following provisions, conditions and restrictions:
 - a. The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may reside at the business. The business may have additional remote employees that do not work at the residential dwelling. Only such commodities made on the premises may be sold on the premises. All such sales of home occupation work or products shall be conducted within a building. Home occupations that market commodities via the internet, telephone or other off site advertising may sell commodities produced off premises so long as said commodities are drop shipped to the client/customer. Shipment and delivery of products, merchandise, or supplies shall be limited to the hours of 7:00 a.m. and 7:00 p.m. in single rear axle vehicles.

 - b. Parking related to the business activities of the home-based business must comply with the zoning requirements applicable to other residential properties within the same zoning classification, and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Home-based businesses must comply with any regulations pertaining to the operation or parking of vehicles and trailers to residences where no home business is conducted. Any vehicles or trailers used in connection with the home-based business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces of the residence. There shall be no outdoor display, or storage of merchandise or products, nor shall there be any display visible from the outside of the building.

 - c. As viewed from the street, the use of the residential property must be consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to

accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. No person shall be engaged in any such home occupation other than members of the immediate family residing on the premises. Written consent by the owner of the property is required to engage in any form of home occupation by a tenant at the time of application.

- d. No heavy equipment, defined herein as commercial, industrial, or agricultural vehicles, equipment, or machinery, may be parked or stored such that it is visible from the street or a neighboring residential property. equipment or machinery shall be used or stored on the premises in connection with the home occupation, except such that is normally used for purely domestic or household purposes. Examples include, but not limited to, cement mixers, tractors, welding or create excessive noise, smoke, fumes, odor, or vibration.
- e. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property. No more than 25 percent of the floor area of the first floor shall be used for home occupation purposes. Interior alterations are allowed as long as alterations do not result in the eliminations of the kitchen, dining area, bathrooms, living room or the bedrooms in the residence.
- f. The activities of the home-based business must be secondary to the property's use as a residential dwelling. No sign shall be used other than one nonilluminated nameplate attached to the building entrance, and such plate shall not exceed one square foot in area.
- g. The business activities conducted at the residence must comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors as such regulations apply to other residences where no business is conducted. Fabrication of articles, by way of example and not by way of limitation such articles commonly classified under the term "arts and handiercrafts," may be deemed a home occupation.
- h. All business activities conducted at the residence must comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids as such regulations would apply to a residence where no business is conducted. By way of example and not by way of limitation plant nurseries, tearooms, food processing, restaurants, sale of antiques, commercial kennels, day care, or pain management clinics shall not be allowed as home occupations.

- ~~i. — By way of example and not by way of limitation barbershops and beauty parlors (not to exceed one chair), accountant offices, real estate offices, insurance offices or any professional office uses of the like may be deemed a home occupation.~~
- ~~j. — No home occupation shall be permitted wherein group instruction or group assembly or activity is involved. To that end, no group dance instruction, group exercise class or similar activities.~~
- ~~k. — No alteration of the residential character of the premises be made, and the home occupations shall not be allowed to create a nuisance or to create any undue disturbance.~~
- ~~l. — No business, trade, profession or occupation shall qualify as a home occupation if it will generate noise which is audible beyond the property lines of the property upon which the promise is located.~~
- ~~m. — No business, trade, profession, or occupation which generates vehicular trips or visitors to the premises exceeding ten per day shall qualify as a home occupation. Instruction based home occupations may receive one student/customer at a time, by appointment only.~~
- ~~n. — No vehicles which display advertising relating to the business on the premises may be utilized so as to avoid the restriction or signs contained above.~~
- ~~o. — No more than three passenger vehicles may be parked on or about the premises at any one time. Off street parking must be provided on a hard surface as provided in sections ~~30-73~~ and ~~30-133~~. The home occupation shall not generate excessive vehicular traffic or parking.~~
- ~~p. — As a condition for granting of the home occupation license. The licensee agrees the city is authorized to conduct an inspection during normal business hours, with sufficient notice to the licensee, for the purpose of determining whether or not the provisions of this Code section are being complied with.~~
- ~~q. — Use of the garage or any activity associated with the home occupation shall not displace any required parking in currently useable garage.~~

(4) Violations / enforcement. Anyone or any entity operating a home-based business in a manner inconsistent with this section is in violation of this code, and the city may enforce these provisions by any legal means available or as otherwise directed by general law, including, but not limited to, code enforcement proceedings or an action to enjoin any violations of this section. Nothing herein may be deemed to excuse or exempt the owner or operator of a

~~home-based business from paying any taxes, including business tax receipts, that may be due and owing in connection with the operation or establishment of any such business or complying with any federal or state occupational or licensure requirements. *Approval of application; administrative procedures.* All applications for home occupation permits shall be reviewed by the city manager or city manager's designee for compliance with the provisions set forth herein.~~

~~a. All applicants must provide two proofs of residence; a Florida Driver's License and a utility bill, and a copy of the applicant's lease, if renting the premises.~~

~~b. Submitted applications which fail to comply with the provisions of the Code shall be denied, and the applicant notified, in writing, of the denial and the reasons for the denial.~~

~~c. Applications compliant with all the provisions of this Code shall be approved upon the posting requirement in section 50-103(5) below and issued a permit, provided that all written objections to the application, if any, have been reviewed and found to be without merit and unsupported by fact.~~

~~(5) *Intent.* It is the intent of this code provision to be interpreted in harmony with general law pertaining to home-based businesses, and in the event of any conflict with such general law, general law will govern and control the interpretation and application of this § 50-103(a). *Posting required for posting application.* All applicants for a home occupation permit shall be required to place a notice on the premises, to inform the public that a home occupation permit has been applied for. This notice shall be posted on the premises for ten days prior to the disposition of the permit applications. When the applicant is submitted to the city, a placard will be given to the applicant for posting. It is the applicant's responsibility to post the placard on the premises so it can be seen by the public.~~

~~(6) *Appeals and hearing on application.* Applications which are denied by the city manager or the city manager's designee shall have the right to appeal to the planning and zoning board. Such appeal shall be in writing and delivered to the city clerk no less than ten days after the denial of the application. The appeal will be placed on the next available planning and zoning board agenda for action. The planning and zoning board shall be the right to overturn, modify or affirm the decision made by the city manager, or the city manager's designee. The board's decision shall be final.~~

~~(7) *Revocation of home occupation permit; procedure; conditions.*~~

~~a. Any person may seek revocation of a home occupation permit by making written application to the city manager or city manager's designee and an~~

~~investigation will be made to determine whether the permit holder is conducting a home occupation in a lawful manner prescribed in this section.~~

~~b. If the city manager determines that the permit holder in in violation of the provisions of this section, the city manager may revoke, suspend, or revise the permit.~~

~~c. The decision of the city manager shall be subject to appeal to the planning and zoning board as in section 50-103(b). The decision of the board is final.~~

~~d. The following shall be considered as grounds for revoking a home occupational permit.~~

~~1. Any change in the use or any change in extent or nature of the use or area of the dwelling unit being used, that is different from that specified in the approved home occupation application, this not first approved by the city manager.~~

~~2. The operator of the home occupation must apply for a new home occupation permit prior to any such changes.~~

~~3. Any change in use, extent of use, area of the swelling being used, or mechanical or electrical equipment being used that results in conditions not in accordance with the provisions of the require conditions shall result in immediate revocation of the permit.~~

~~(8) The following conditions shall apply for home occupation permits which have been revoked:~~

~~a. *Initial revocation.* Reapplication may only occur when the condition(s) causing the revocation has been corrected.~~

~~b. *Second revocation.* Reapplications may only occur after one year and when the condition(s) has been corrected.~~

~~c. *Third revocation.* No permit shall be reissued.~~

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

and “occupational license tax” in the City Code of Ordinances shall be changed to read “local business tax receipt” and “local business tax,” respectively.

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

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

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

FIRST READING: _____, 2021

SECOND READING: _____, 2021

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

CITY COUNCIL
CITY OF BELLE ISLE

Nick Fouraker, Mayor

ATTEST:

Yolanda Quiceno, City Clerk

Date



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

Meeting Date: September 21, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Budget Advisory Committee Appointment (District 4)

Background: District 4 Commissioner Holihan sought volunteers to fill the District 4 vacancy on the Budget Advisory Committee. Commissioner Holihan spoke with Kevin Pierre, who lives in District 4, and is recommending his appointment. Mr. Pierre meets the qualifications to sit on the Budget Advisory Board. This will be a 3-year term.

Staff Recommendation: Appoint Kevin Pierre as the District 4 Budget Advisory Board Representative. .

Suggested Motion: I move we appoint Kevin Pierre to the Budget Advisory Committee.

Alternatives: Do not appoint and advertise to see if there is other citizens interested in serving.

Fiscal Impact: None as these are voluntary positions

Attachments: Letter of Interest and Resume

Kevin Pierre

407-406-7689 Kevinpierre26@gmail.com

Experience managing budgets, multiple projects, and teams while determining customer requirements and the organizations abilities to facilitate the requirements into action.

EDUCATION

MBA| Webster University – George Herbert Walker School of Business & Technology| December 2020 – May 2023

B.S.|University of Central Florida – College of Business Administration| August 2009 – December 2011

Major: Business Marketing

A.S.|Valencia College| August 2006 – May 2009

Major: Business Administration

PROFESSIONAL EXPERIENCE

City of Orlando

Orlando, FL

March 2017 – Present

Budget Analyst III

- Collaborate with Fiscal Managers and Operations Managers to excute changes to budget, staffing, and policies
- Present DCFO and CFO with department request for City Council Agenda by reviewing changes to ordiances, agreements, easement request, and determining fiscal impact to City
- Coordinate and assist in preaparing sevral OMB publications annually (Budget Book, Budget in Brief, Capital Improvement Project manual, and Commissioner notebook)
- Review requested budgets for revenue, expenditures, capital projects, and provide recommendations prior to adoption of the budget

Osceola County

Kissimmee, FL

April 2016 – March 2017

Budget Analyst II

- Responsible for researching, analyzing and forecasting of Osceola Countywide revenue streams, monitors use of resources through analysis, financial forecasting and performance measures
- Prepares highly technical budget analysis, including those with multiple funding sources and specific statutory mandates, multi-year projections and ROI in collaboration with County Administration
- Reconciled, balanced, and maintained budget records, developed budgets and special financial reports; reviewed and prepared budget amendments, and adheres to the Budget Policy
- Maintained effective working relationships and communications with County Administration

Ninth Judicial Circuit Court of Florida

Orlando, FL

May 2013 – April 2016

Budget Analyst

- Maintained adopted County budget of \$7.4 million and State budget of \$4.1 million
- Monitored expenditure for several departments with multiple funding sources
- Prepared budget to report on status (budgets include monthly, quarterly and annual reports)
- Identified root causes and developed solutions for eight departments and four satellite locations

Insight Credit Union

Orlando, FL

March 2012 – April 2013

Marketing Assistant

- Analyzed marketing budget of \$150,000 and provided recommendations
- Develop plan and implementation of marketing messages for ten banking branch locations, via multimedia messaging
- Collaborated with Finance Department concerning Marketing budget
- Tracked daily, weekly, and monthly spending to ensure budget was on target

TECHNICAL SKILLS

- MS Office Word, Excel, Access, PowerPoint, & Visio
- SAP Business Objects – Crystal Reports
- Bi-lingual: English & French Creole
- Questica Budget Software
- FLAIR general ledger accounting system
- Workday Software



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

Meeting Date: September 21, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Draft Lease for Cornerstone Charter Academy (CCA)

Background: The City and CCA Representatives met on August 31st to discuss changes to the lease agreement that was proposed by the City in July to CCA. CCA had concerns on requested that CCA and the City continue to negotiate and try to come to an agreement by the end of calendar year 2021. At the 8/31 meeting, both parties stated that they would try to get the agreement before their respective boards by their meetings in September. The CCA board meeting is scheduled for September 22, 2021. The City’s representatives made the determination that a rent of \$500,000/year was a fair rent for the property.

Staff Recommendation: Discuss any remaining issues related to the lease. If acceptable to the Council, then approve the lease agreement. If it is not acceptable to the Council, the discuss any further revisions to the lease.

Suggested Motion:

(If no further revisions are needed): **I move that we accept the revised lease agreement with Cornerstone Charter Academy.**

(If revisions are made in the meeting): **I move that we accept the revised lease agreement with Cornerstone Charter Academy with the revisions made at tonight’s meeting.**

(If not acceptable): **I move that we do not accept the revised lease agreement with Cornerstone Charter Academy and direct the City Representatives to continue to negotiate with CCA Representatives.**

Alternatives: Continue to make changes to the draft agreement.

Fiscal Impact: \$500,000 annually

Attachments: Draft Lease

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LEASE AGREEMENT

by and between

CITY OF BELLE ISLE, FLORIDA

as LANDLORD

and

BELLE ISLE CHARTER SCHOOLS, INC. as

TENANT

Property Address:

**5903 Randolph Avenue, Belle Isle, FL
32809**

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 2021 by and between CITY OF BELLE ISLE, FLORIDA, a Florida municipal corporation ("Landlord, or City") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and BELLE ISLE CHARTER SCHOOLS, INC., a Florida not-for-profit corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of certain real property as more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, including the tenements, hereditaments, improvements, fixtures, furniture, equipment, appurtenances, rights, easements, and rights-of-way incident thereto (collectively, the "Leased Premises");

WHEREAS, as of the date of this Lease, Tenant currently operates two charter schools known as Cornerstone Charter Academy, for up to 900 students in grades K-8, and Cornerstone Charter High School, for up to 800 students in grades 9-12, (collectively, the "Charter Schools") on the Premises;

WHEREAS, Landlord is currently obligated for repayment of certain Charter School Lease Revenue Bonds, Series 2012, ("2012 Bonds") pursuant to the Trust Indenture dated October 1, 2012, ("Trust Indenture") which 2012 Bonds were issued for the purpose of purchasing the Premises (or a substantial parcels thereof);

WHEREAS, Tenant and Landlord are currently parties to that certain Lease Agreement dated October 1, 2012, which Lease Agreement, in part, secures repayment of the 2012 Bonds;

WHEREAS, Tenant and Landlord have determined it is in the best interests of both parties that the 2012 Bonds be fully redeemed pursuant to the terms of the Trust Indenture;

WHEREAS, Tenant is willing and able to obtain financing to fully redeem the 2012 Bonds in consideration of this new lease agreement with Landlord; and

WHEREAS, the Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from the Landlord for the Permitted Use (as hereinafter defined) and pursuant to and in accordance with the terms and conditions more specifically set forth herein.

NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Except as otherwise defined herein, capitalized words and phrases shall have the meanings specified below, and other capitalized words and phrases in this Lease have the meanings ascribed to them, unless the context clearly requires otherwise:

"Annual Financial Statements" means the annual audited financial statements, which may be in a single combined report or separate statements, relating to (i) the Cornerstone Charter Academy and (ii) the Cornerstone Charter High School, prepared in accordance with Generally Accepted Accounting Principles by a Certified Public Accountant, relating to the Charter Schools' operations and including, without limitation, statements in reasonable detail of financial condition as of the end of such Charter School Fiscal Year and income and expenses for such Charter School Fiscal Year. To ensure transparency, these Annual Financial Statements as well as monthly financial reports (including revenues, expenses, and fund balances) must be published on the school website and available to the public within 5 business days after the closing of the books for the respective period.

"Buildings" means all buildings and other structures now existing or later constructed on the Premises and includes, without limitation, the charter school facilities located on the Premises as of the date of this Lease.

"Charter Contracts" shall mean the charter contracts granted to the Tenant by the School Board pursuant to § 1002.33, Florida Statutes, for the operation of the Charter Schools, as such contracts may be in place and effective from time to time, including all amendments, extensions and renewals thereof.

"Charter School Fiscal Year" has the meaning set forth in the Charter.

"Charter School Law" means Section 1002.33, Florida Statutes and other applicable provisions of law governing or otherwise relating to charter schools.

"Charter School Revenues" means all amounts payable to Tenant by the School Board or the Florida Department of Education under the Charter Contracts including, but not limited to (i) Charter School capital outlay funds distributed to Tenant pursuant to Sections 1002.33(19), 1013.62, 1013.71, 1013.72, 1013.735, 1013.737, Florida Statutes, and any successor statutes or similar funding sources, and (ii) Charter School operating funds distributed to Tenant pursuant to Section 1002.33(17), Florida Statutes and any successor statutes or similar funding sources.

"Equipment" means all furniture, machinery, fixtures, and equipment now owned or hereafter acquired by Landlord for use at any portion of the Premises (excluding such matters temporarily provided by Landlord for temporary use on the Premises), including, without limitation, all items of tangible personal property and fixtures used or usable in connection with the Buildings, and any item of furniture, machinery, fixtures, equipment or other tangible personal property or fixtures acquired in substitution or replacement thereof.

"Indebtedness" means all indebtedness of the Tenant for borrowed moneys, no matter how created, regardless of whether such indebtedness is assumed by the Tenant, including any leases required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations, and guaranties.

"Leased Premises" means the parcels of land described in Exhibit A, attached hereto and incorporated herein, and the buildings and other improvements situated thereon with any

additions or alterations thereto which are permitted under this Lease Agreement.

"Lien" means any mortgage or pledge of, security interest in, or lien or encumbrance on, any property that secures any Indebtedness or other obligation of the Tenant.

"School Board" means the School Board of Orange County, Florida.

ARTICLE
II
TENANT
REPRESENTATIONS

Section 2.1. Representations by the Tenant. The Tenant represents and covenants that:

(a) It is duly organized and existing as a Florida not-for-profit corporation and is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) The Tenant has been duly authorized to execute the Lease Agreement and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of this Lease Agreement will not conflict with or constitute a breach of or default by the Tenant under any other instrument or agreement to which the Tenant is a party or by which its property is bound.

(c) The Tenant's execution, delivery, and performance of the Lease Agreement shall not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over the Tenant.

(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's ability to execute, deliver, and perform with respect to this Lease Agreement.

(f) Neither the representations of the Tenant contained in the Lease Agreement nor any oral or written statement, furnished by or on behalf of the Tenant to the Landlord and the transactions contemplated hereby, contain any untrue statement of a material fact or omit stating a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Tenant has not disclosed to the Landlord in writing that the Tenant believes materially and adversely affect or in the future may (so far as the Tenant can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its obligations under the Tenant Documents or any documents or transactions contemplated hereby or thereby.

(g)The Tenant's federal employer identification number is 27-2154495.

(h) The Tenant will comply fully and in all respects with the Charter School Law and the Charter Contracts and will take all reasonable action to maintain, extend and renew the Charter Contracts so long as any amounts under this Lease are due and payable. Tenant will notify Landlord on Charter renewals or changes to the Charter.

(i) The Tenant has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Leased Premises to operate the Leased Premises as charter schools, and to enter into, execute, and perform its

obligations under this Lease and the other Tenant Documents.

(j) *Intentionally Left Blank.*

(k) The Tenant (i) understands the nature of the structure of the transactions related to the financing and refinancing of the Leased Premises; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Tenant or the Landlord is a party or of which the Tenant is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Leased Premises; and (iv) has not relied on the Landlord for any guidance or expertise in analyzing the financial consequences of such financing transactions.

(l) Tenant has entered into this Lease based on its own full investigation, including third party acting for the Tenant, of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation, or that of the third party.

(m) There is no completed, pending or, to Tenant’s knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Tenant.

**ARTICLE III DEMISING
CLAUSE/LEASEHOLD
MORTGAGES**

Section 3.1 Demising Clause. Landlord hereby demises and leases the Leased Premises to Tenant and Tenant hereby leases the Leased Premises from Landlord, in accordance with the provisions of this Lease, to have and to hold for the Term (as defined herein).

Section 3.2. Leasehold Mortgages. Except as specifically provided otherwise in this Lease, Tenant shall be permitted to mortgage Tenant’s leasehold interest in the Leased Premises.

3.2a Landlord agrees that the provisions set forth in this Section 3.2 shall apply to, and be for the benefit of, any mortgagee of Tenant’s leasehold interest in the Leased Premises, whose mortgage is a first lien on Tenant’s leasehold interest (“Leasehold Mortgage”). Landlord shall be served with a copy of the mortgage (“Leasehold Mortgage”) certified to be true by the Leasehold Mortgagee and a certified true copy of the title insurance policy insuring the Leasehold Mortgage to be a first lien on Tenant’s leasehold interest in the Leased Premises, or Landlord shall be provided with other proof reasonably satisfactory to Landlord of the priority of the Leasehold Mortgage.

3.2b No notice of default of this Lease Agreement will be valid, binding, and effective until the notice is served on all Leasehold Mortgagees in the manner set forth in this Lease, at the address set forth in the Leasehold Mortgage or the address the Leasehold Mortgagee provides to Landlord according to the provisions set forth in this Lease.

3.2c Monetary Default. If there is a default due to nonpayment of monetary obligations payable directly by Tenant to Landlord (“Monetary Default”), Landlord shall not exercise any of the rights and remedies provided in Article 11 or elsewhere in this Lease, or any remedies provided by law, unless

the Monetary Default shall have continued for at least thirty days after notice to all Leasehold Mortgagees.

3.2d Curable Nonmonetary Default. If there is a curable default other than a Monetary Default (“Curable Nonmonetary Default”), Landlord shall not exercise any of the rights and remedies provided in this Lease, or any remedies provided by law, unless the Curable Nonmonetary Default shall have continued for at least thirty days after notice to the Leasehold Mortgagee. However, if it is not reasonably possible to cure the default within thirty days, then the time period for curing the Curable Nonmonetary Default shall be extended, provided that the default is cured as expeditiously as practicable by actions undertaken diligently and in good faith.

3.2e Noncurable Default. If there is a default due to bankruptcy, insolvency, or any other noncurable default (“Noncurable Default”), Landlord shall not exercise any of the rights and remedies provided in this Lease, or any remedies provided by law, if within thirty days after notice of default a Leasehold Mortgagee notifies Landlord that it will foreclose its Leasehold Mortgage, and that Leasehold Mortgagee diligently and continuously commences and prosecutes to completion foreclosure proceedings and sale of Tenant’s leasehold interest in the Leased Premises, or causes that leasehold interest to be conveyed and assigned in lieu of foreclosure. However, nothing contained in this Paragraph shall prohibit Landlord from exercising its rights and remedies pursuant to this Lease, or any remedies provided by law, should there occur a Monetary Default or Curable Nonmonetary Default after the occurrence of a Noncurable Default.

3.2f If this Lease is terminated due to a Tenant default, Landlord shall serve notice of this termination on the Leasehold Mortgagee, specifying all sums of money then due and payable under this Lease and specifying any other default then existing. The Leasehold Mortgagee shall have the option of obtaining a new lease (“New Lease”) on terms set forth in Paragraph 3.2g; this option shall be waived if it is not exercised within thirty days after the Leasehold Mortgagee receives notice of termination.

3.2g The New Lease entered into between Landlord and Leasehold Mortgagee as the New Tenant shall contain terms identical to the terms of this Lease, except that the commencement date of the New Lease shall be the date of termination of this Lease, and the term of the New Lease shall be equal to the remaining Term of this Lease.

3.2h The New Lease shall be subject to the following terms:

- (1) All Monetary Defaults and Curable Nonmonetary Defaults shall be cured by the New Tenant.
- (2) All fees and expenses, including reasonable counsel fees, incurred by Landlord in connection with Tenant’s defaults, termination of this Lease, recovery of possession, negotiations with Leasehold Mortgagees, and preparation and execution of the New Lease, shall be paid by the New Tenant.

3.2 i Landlord shall accept performance of the terms of this Lease or a New Lease by the Leasehold Mortgagee, or any agent, nominee, or designee of a Leasehold Mortgagee, as if the terms were performed by Tenant.

3.2j If the Leasehold Mortgagee enters into a New Lease or acquire Tenant’s leasehold interest in the Leased Premises by foreclosure or otherwise, and then Leasehold Mortgagee assigns or otherwise

conveys its interest in this Lease or the New Lease, on that assignment or conveyance the Leasehold Mortgagee will be discharged and relieved from all liability for performance of the terms of this Lease or the New Lease subsequently accruing, but nothing contained in this Lease may relieve the Leasehold Mortgagee from its liabilities and obligations accruing before the assignment or conveyance. Provided, however, that any assignment or conveyance of this Lease or the New Lease must be approved by Landlord, which approval will not be unreasonably withheld.

3.2k This Lease may not be modified or amended, nor may it be voluntarily terminated by Landlord and Tenant, without the prior written consent of the Leasehold Mortgagee.

ARTICLE IV
TERM, SURRENDER

Section 4.1 Term. The term of this Lease shall commence on the Effective Date (as hereinafter defined) and end on the date that is thirty-seven (37) years thereafter unless sooner terminated in accordance with the terms and conditions hereof (the "**Termination Date**"). The period from the Effective Date through the Termination Date shall be referred to herein as the "**Term.**" unless earlier terminated pursuant to Section 4.2 below.

Section 4.1 a. Effective Date. This Lease Agreement shall become effective as of the date the 2012 Bonds are fully redeemed. Landlord and Tenant specifically acknowledge and agree that this Lease Agreement is contingent upon Tenant obtaining bond financing on terms and conditions acceptable to Tenant.

Section 4.2. Termination of Term. The Term shall terminate upon the earliest of any of the following events:

- (a) The occurrence of an Event of Default and termination of the Term by the Landlord under Article XIV of this Lease; or
- (b) The end of the Term.

Section 4.3. Term Extensions. Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have the option to extend the Initial Term (the "Term Extension") for the greater of two (2) 5-year terms or for the same amount of time that the Orange County School Board (or the state) extends the term of either Contract (the "Charter Renewal"). The renewal process may require that Tenant be able to demonstrate to the School Board that the Lease Agreement has been extended as a condition to the School Board's willingness to grant the Charter Renewal. In such case, Tenant can elect to initiate the Term Extension subject to a condition that the School Board approve the Charter Renewal within a reasonable amount of time after any such Charter Renewal, Tenant shall notify the Landlord of any such extensions. If Tenant elects to exercise said option, then Tenant shall provide Landlord with written notice not later than eighteen (18) months prior to the expiration of the term of the Lease. If Tenant does not exercise any such option in a timely manner, then all rights to extend the Lease automatically shall terminate, Landlord shall have the right during the

remainder of the Term of this Lease to advertise the availability of the Premises for sale or reletting and to erect upon the Premises signs appropriate for the purpose of indicating such availability.

Section 4.4. End of Term. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Premises in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All alterations, additions or improvements and fixtures made to the Leased Premises made by either party shall remain upon and be surrendered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant's movable trade fixtures, furniture, furnishings and equipment not permanently attached to the Improvements or Premises and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal must be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of the Term, the same shall, at Landlord's option, become the property of Landlord. The Tenant will pay to the Landlord \$250,000.00 as security for any damages not repaired by the Tenant. If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 20 days after termination/expiration of the Leased Premises to Tenant. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenant, including damages and such charges shall be deemed additional rent.

Section 4.5 Holdover Tenancy. If Tenant does hold over following the expiration or earlier termination of this Lease without Landlord's express or implied consent, the Base Rent payable during such holding over shall be as follows: (i) for the first ninety (90) days, one hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such holding over, (ii) for the next ninety (90) days, one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over, and (iii) thereafter, two hundred percent (200%) of the Base Rent in effect immediately preceding such holding over. The foregoing sentence shall not imply any right to holdover, nor shall it limit Landlord's right to collect its damages including reasonable legal fees, lost profits and consequential damages, in the event of a holdover.

Section 4.6 Option to Lease Additional Space. If additional property is acquired by the Landlord, then during the Term of this Lease and any renewals thereof, Tenant shall have the limited option to lease only those areas shown as the "Additional Space" on Exhibit A attached hereto and incorporated by reference, by adding the Additional Space to this Lease at a rate to be negotiated in good faith between Landlord and Tenant.

**ARTICLE
V RENT**

Section 5.1 Rent Payment Period. The "Annual Rent" (as defined below) must be paid timely in equal quarterly installments beginning October 1st of each of the consecutive 12-month periods during the Term.

Section 5.2 Full Net Lease. The rent paid to Landlord in accordance with this Lease Agreement shall be absolutely net to Landlord. This means that, in addition to the rent, Tenant shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 5.2a and 5.2b, below, in

connection with the Leased Premises.

5.2a. “Operating Costs” shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- (1) Repairs, maintenance, replacements, improvements, painting, and redecorating.
- (2) Landscaping.
- (3) Insurance.
- (4) Heating, ventilating, and air conditioning repair and maintenance.
- (5) Water, sewer, gas, electricity, fuel oil, and other utilities.
- (6) Rubbish, garbage, and solid waste removal.
- (7) Supplies and sundries.
- (8) Sales or use taxes on supplies or services.
- (10) Costs of wages and salaries or other payments for all employees, persons, and contractors engaged in the operation, maintenance, and repair of the Leased Land, including fringe benefits and social security taxes.
- (11) All other expenses, regardless of whether mentioned in this Lease, that are incurred in connection with the operation of the Leased Premises, including any replacements if necessary for repairs and maintenance or otherwise.

5.2b. “Impositions” includes all fines, penalties, fees, and levies that result from construction activities or the normal operation of the premises on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

Section 5.3 Calculation of Annual Rental Amounts.

Tenant shall pay to the Landlord annual rent in the amount of Five Hundred Thousand and 00/100 DOLLARS (\$500,000) (the “Annual Rent”).

Section 5.4 Rent Adjustments: Once every 3 years of the Term starting with the 2024 school year, the Ground Lease Rent shall be adjusted based on the CPI for that year, not to exceed 2% per annum. No adjustments may be made to the BoA Debt Service Rent, which will expire October 1, 2040. After the expiration of the BoA Debt Service, a new rate for this property will be negotiated in good faith between Landlord and Tenant.

Section 5.5 Additional Rent. All sums, liabilities, obligations, and other amounts that Tenant is required to pay or discharge pursuant to this Lease, including taxes (if any) and insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or other sums which may be added for late payment thereof, will constitute “**Additional Rent**”

hereunder. The Annual Rent, Additional Rent, and any other sums required to be paid by Tenant to Landlord hereunder are collectively referred to as the “**Rent**”. All Rent must be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease. If any additional rent is due, the Landlord will inform the Tenant of any such additional rent, and the parties will negotiate the payment thereof in good faith.

Section 5.6 Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage will (i) bear 5% interest from the due date for amounts past due to the Landlord until paid in full; (ii) include a reasonable administrative charge to cover the costs of processing and handling delinquent debts, but not in excess of \$100.00; and (iii) include an assessment of an additional 5% penalty charge on any portion of a debt that is more than 90 days past due.

Section 5.7 Intentionally Left Blank.

Section 5.8. Payments. All Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto).

Section 5.9. Taxes and Assessments. Tenant shall pay and discharge, punctually as and when the same shall become due and payable, each and every item of expense, of every kind and nature whatsoever relating to the ownership, use, maintenance, operation, or occupancy of the Leased Premises, or for the payment of which Landlord is, or shall or may be or become, liable by reason of any rights or interest of Landlord in or under this Lease, including all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, including any sales tax imposed on the rental payments hereunder or under a sublease, occupational license taxes, water charges, sewer charges, assessments of any nature and all other governmental impositions and charges of every kind and nature whatsoever (collectively, the “**Taxes,**” and individually, a “**Tax**”), when the same shall be due and payable without penalty or interest. It is the intention of the parties hereto that, insofar as the same may lawfully be done, Landlord will be, except as specifically provided for herein, free from all expenses in any way related to the Premises and the use, maintenance, or occupancy thereof.

**ARTICLE
VI
USE AND MAINTENANCE OF
PREMISES**

Section 6.1 Permitted Use. The Leased Premises shall be used for the purposes of the maintenance, repair, and operation of an elementary school (prekindergarten through fifth grade); a middle school (sixth through eighth grade); and high school (ninth through twelfth grade) currently consisting of eight (8) buildings and related ancillary facilities and improvements (collectively, sometimes herein referred to as the “**School**”), for purposes reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, club or association meetings) and for no other purpose (all the foregoing collectively hereinafter referred to as, the “**Permitted Use**”). Notwithstanding the foregoing, Landlord may use the Leased Premises during non-school hours for nonrecurring City of Belle Isle functions upon at least 15 days’ notice and with Tenant’s prior consent, which will not be unreasonably withheld, provided that such use does not interfere with Tenant’s after-hour school activities. Landlord

will return the premises to the condition in which they were found (e.g., furniture arrangement) and be responsible for clean-up consistent with CDC COVID-19 immediately after such use.

- a. Tenant agrees that, unless and to the extent that it shall obtain Landlord's prior approval (which may be withheld in Landlord's absolute discretion), it will not use the Premises, nor will it suffer or permit the same to be used, for any purpose that (i) is not permitted under applicable zoning regulations, or (ii) would void insurance policies required to be carried by Tenant pursuant to the terms of this Lease, or (iii) would cause material, permanent damage to the structural components of the Building, or (iv) would violate the Permitted Encumbrances, or (v) would violate Tenant's obligations regarding the storage of Hazardous Materials pursuant to Section 6.1.c below and Article XII, or (vi) would involve the storage or sale of gasoline (in no event, however, shall the terms of this Section 6.1 or any other provision of this Lease prohibit Tenant from installing, maintaining, or operating one or more stand-by emergency generators or gas-operated maintenance equipment on the Leased Premises, provided that such activities are conducted in compliance with all applicable Legal Requirements, as defined below, Hazardous Materials Laws (as defined in Section 6.1.c below and Article XII below) and only reasonably necessary amounts of fuel are stored at the Leased Premises). Tenant shall not seek, make, consent to or acquiesce in any change in the zoning of the Leased Premises.
- b. Tenant shall, throughout the Term hereof, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations, and requirements ("**Legal Requirements**") of all federal, state, county and municipal governments which may be applicable to the Premises, foreseen or unforeseen, ordinary as well as extraordinary, even if the same shall require structural or extraordinary repairs, alterations, or additions. Tenant accepts the Premises in the actual condition of the Premises as of the Commencement Date. If the use of the Leased Premises becomes a non-conforming use, Tenant may not permit such use to be discontinued or abandoned. Tenant shall comply and have sole responsibility for complying with the provisions of the Americans with Disabilities Act as now promulgated or as amended after the date hereof and any similar type of legislation, whether federal, state, local, or other legislation hereinafter promulgated or hereinafter amended by any governmental authority applicable to the Premises. Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list and is in compliance with OFAC, (ii) not an entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (iii) not an "Embargoed Person", (iv) in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and regulations promulgated thereunder. None of the funds or assets of Tenant or Guarantor constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government that is an Embargoed Person and no Embargoed Person has any interest in Tenant.
- c. Without limiting the foregoing, Tenant hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a)

any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance, provided however, that normal and customary school activities may in no way be considered a nuisance; (b) activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (as hereinafter defined) (excepting normal cleaning supplies, pesticides, glues, and paints kept and used in reasonable and customary quantities; or (c) partisan political activities.

Section 6.2. Delivery of Premises. Tenant has inspected all portions of the Leased Premises and agrees (a) to accept possession of the Leased Premises in the "as is" condition existing on the Commencement Date (Exhibit C), (b) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Leased Premises except as expressly set forth herein, and (c) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any improvements to the Premises to prepare the Premises for Tenant's occupancy. Tenant's occupancy of any portion of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of all portions of the Leased Premises in its then current condition and that all portions of the Leased Premises were in a good and satisfactory condition at the time such possession was taken.

Section 6.3 Maintenance and Repair. Tenant shall, throughout the Term hereof and at no expense whatsoever to Landlord, take good care of the Premises and the Building and other Improvements and structural components thereof now or hereafter erected thereon and shall not do or suffer any waste with respect thereto, and Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other Improvements (including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems) in good and lawful order and in at least as good condition as such premises are in on the Commencement Date but subject to reasonable wear and tear. When used in this Article, the term "**repairs**" shall include replacements, capital improvements or renewals when necessary. Tenant shall keep and maintain all portions of the Premises, in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the parties. To the extent not prohibited by law, Tenant hereby waives and releases all rights now or hereinafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 6.3. In addition, the provisions of this Section 6.3 are subject to the limitations imposed by Article VII below.

Section 6.4. Cleaning: Refuse and Rubbish Removal. Tenant, at Tenant's sole cost and expense, shall (a) keep all of the Leased Premises in a clean condition, (b) cause the Premises and the Buildings to be treated for pests with such frequency and in such manner as to prevent the existence of vermin, insects, or other infestation, and (c) cause Tenant's garbage and other refuse to be removed from the Premises in a timely manner and, until removed, kept in a neat and orderly condition.

Section 6.5. Landlord's Right of Access. Landlord and any other party designated by Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the Leased Premises, (b) to show all or any portion of the Premises to prospective Tenants, subtenants or licensees and (c) to make such repairs, alterations or additions to all or any portion of the Leased Premises (i) as Landlord may deem necessary or appropriate or (ii) which

Landlord may elect to perform following Tenant's failure to perform pursuant to Section 6.3. If the Landlord is required to make any repairs, alterations, improvements, or additions, the Landlord will notify the Tenant of such repairs, alterations, improvements, or additions within a reasonable time prior to commencing the work. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to enter the Leased Premises, whether for purpose of making repairs, exhibiting the same to prospective tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, (c) in such a manner so as to minimize interference with the conduct of Tenant's business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and (d) Landlord's and Tenant's access to the Leased Premises is subject to compliance with all applicable background screening requirements of state and federal law, including without limitation the requirements of the Jessica Lunsford Act. Further, Landlord acknowledges and agrees that any entry upon the Leased Premises by the Landlord, including its employees, agents, contractors, or representatives, will be at the Landlord's sole risk, and in no event will Tenant be liable to the City or any such person for any personal injury, loss of life, or property damage resulting from or occasioned by their entry onto the Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Tenant.

Section 6.6. Compliance with Law. Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to its use of the Leased Premises or the occupancy of all of the portions of the Leased Premises (collectively, the "Legal Requirements"). Landlord shall comply with and shall not cause the Leased Premises or any portions thereof to violate any Legal Requirements.

ARTICLE VII
ALTERATIONS AND IMPROVEMENTS

Section 7.1 Tenant Improvements. Tenant shall have the right to make Improvements on the Leased Premises, at Tenant’s sole cost and expense, without the prior approval of Landlord. In connection with any such Improvement, Tenant will be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements made on the Leased Premises and comply with applicable general law and local rules and ordinances. Landlord will have no liability for any costs or expenses in connection with the Improvements on the Leased Land. Notwithstanding the foregoing rights of Tenant, Tenant will be required to obtain all necessary permits and meet all applicable requirements of the City of Belle Isle Land Development, Zoning and Building Codes. For purposes of this Section, “Improvements” means the construction or demolition of and the alteration or addition to structures, buildings, fencing, parking areas, student sports/play fields, and other grounds improvements within the area of the Leased Premises.

Section 7.2. Tenant Installation of Machinery, Tenant Equipment and Removable. During the Term, the Tenant will have the right at its sole cost and expense, to install such of its own machinery and equipment (“**Tenant Equipment**”), to make improvements, and to attach such removable fixtures, including, but not limited to, Tenant Equipment in, on, below, or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Tenant Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Tenant of this Lease. In the event of termination of this Lease by the Landlord, the Tenant will have a reasonable period of time following the effective termination date to remove such property, including the Tenant Equipment and to restore the buildings and/or premises to its original condition. The Tenant and Landlord will meet to determine if any of the Tenant Equipment is not needed or wanted by the Landlord, which the Tenant will be required to remove. The installation of Tenant Equipment shall be done in accordance with Applicable Laws, including the National Electrical Code, the Florida Building Codes (current edition) and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

Section 7.3. Covenant Against Liens. The Leased Premises is municipally owned property and therefore not subject to any mechanics’ or other liens. Tenant shall not suffer or permit any liens to stand against the Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof by, through or under Tenant. If any such lien is filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Tenant fails to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but will not be obligated to, procure the discharge of the same. Any amount reasonably paid or deposited by Landlord for any of the aforesaid purposes, including all legal and other expenses of Landlord, including counsel fees, in defending or commencing any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Interest Rate, will become due and payable forthwith by Tenant to Landlord.

Section 7.4 Notices Nothing in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises. Notice is hereby given that Landlord shall not be liable for any labor or material or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor, materials or services may attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises or this Lease. Tenant shall post and keep posted at the Premises during the course of any Alterations such written notices as are necessary to effect the terms of this Section 7.4 or are otherwise necessary in Landlord's reasonable opinion to prevent any claim from attaching to the fee or reversionary or other estate or interest of Landlord in the Premises or in this Lease pursuant to Florida Statutes 713.

Section 7.5 Payment and Performance Bonds. Prior to commencement of construction on the Leased Premises, which the Landlord, in its discretion, reasonably considers material or substantial, , Tenant shall provide to the Landlord one or more bonds obtained by the general contractor of Tenant or its subtenant (and not from any subcontractor of that general contractor) ensuring payment and performance of that general contractor's obligations under the prime construction contract directly between that general contractor and the Tenant with respect to the construction. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of the total cost of constructing the portion of the Improvement covered by such Notice to Proceed, as such cost is stipulated in the construction contract between the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvement in accordance with final construction plans and specs that have been approved by the City Manager (or his duly authorized representative); and (v) provide that the Landlord is an obligee on such bonds as its interests may appear. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Section 7.6. Quiet Enjoyment; Defense of Title. Landlord covenants and warrants that, except as provided herein, and so long as no Event of Default (as hereinafter defined) has occurred or is continuing, Tenant shall and will peacefully and quietly have, hold and enjoy the Leased Premises for the Term subject to the terms and conditions of this Lease. Except for matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does hereby fully warrant the title to the Leased Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

ARTICLE VIII
DESTRUCTION AND CONDEMNATION

Section 8.1. Destruction of Premises. If the Improvements are completely destroyed or damaged in excess of 40 percent, due to any cause whatsoever, the Tenant may, at its own expense, repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so, and this Lease will continue in full force and effect. If Tenant deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease will terminate upon sixty (60) days'

written notice to Landlord and any Leasehold Mortgagee under Article III, Section 3.2 of this Lease.

8.2. Damage of Premises. If damage to the Improvements due to any cause whatsoever is not in excess of 40 percent, Tenant shall, at its own expense, repair, restore, or replace the damaged Improvements with due diligence, and this Lease will continue in full force and effect.

8.3. The phrase “completely destroyed” means and is defined as the destruction of the safe, tenantable use of occupancy of all Improvements under this Lease. The phrase “damaged in excess of 40 percent” will be construed to mean any damage to the Improvements (excluding damage caused solely by water used in extinguishing fire) that will require an expenditure in excess of 40 percent of the market value (immediately prior to the damage) of the Improvements to accomplish required repairs, restoration, or replacement.

Section 8.4. Total Condemnation. If, during the lease term or any extension or renewal of it, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

Section 8.5 Partial Condemnation.

(a) If less than all, but more than 25 percent (25%), of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the Lease by giving Landlord written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

(b) If the premises are partially condemned and Tenant fails to exercise the option to terminate the lease under this section, or if less than 25 percent of the premises is condemned, this lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the building and other improvements situated on the premises to make them reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable under Article 5 of this lease will be adjusted equitably during the unexpired portion of this lease.

Section 8.6 Condemnation Award. Landlord and Tenant are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests in any condemnation proceedings. The termination of this lease will not affect the rights of the respective parties to the awards.

Section 8.7. Cooperation of Landlord. Landlord and Tenant shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy maintained by Tenant and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Premises or any portion thereof. In no event may either Landlord or Tenant voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or action relating to any construction contract for any portion of the Leased Premises

without the written consent of the other.

**ARTICLE IX
UTILITIES**

Section 9.1. Utilities. Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, stormwater, all communication services, trash collection and all other utility services used, rendered, or supplied to or in connection with the Leased Premises during the Term. Landlord will not be liable in any way to Tenant for any failure, defect, or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Premises for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor will there be any allowance to Tenant for a diminution of rental value, nor will the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations. Tenant hereby acknowledges and agrees that the Landlord will not have any obligation or liability for the provision of utility services (including, without limitation, electric, gas, communications, potable water, and wastewater) to the Leased Premises or the School. Tenant will be solely responsible for designing, permitting, and constructing all infrastructure and systems necessary for utility service connections and delivery to the Leased Premises and for obtaining such utility services from available local providers. Tenant will be responsible for any impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without limiting the forgoing, the Landlord may, but is not required to, via written agreement pursuant to and in accordance with all the terms, conditions, and requirements of applicable law, provide Tenant with utility services on a reimbursable basis.

**ARTICLE X
TRANSPORTATION**

Section 10.1 Access and Transportation Improvements. Tenant shall, at its sole cost and expense, operate, repair and maintain all pedestrian and vehicular access and transportation improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on and adjacent to the Leased Premises. Tenant, its employees, representatives, contractors, agents, licensees and invitees will have ingress/egress access to the Leased Premises, as determined by the Tenant, to the subject property as depicted on Exhibit A attached hereto and incorporated herein by this reference. Landlord and Tenant shall cooperate with each other in determining whether road closures should be made during school hours of any roadways contained within the boundaries of the Leased Premises. The Landlord will not be responsible nor incur any cost or expense for providing transportation or busing services for the Tenant or the Leased Premises or for the benefit of the Tenant’s operations thereon. If the Tenant provides bus or transportation services to its students, Tenant shall do so at its sole cost and expense and ensure that any such bus or transport servicing students outside the Leased Premises access the Leased Premises via the designated Access Areas.

**ARTICLE XI
GENERAL LIABILITY AND INSURANCE**

Section 11.1 Waiver. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Landlord, Tenant and its officers, members, partners, agents, employees, subtenants, licensees, invitees and contractors, and all persons claiming by and through them,

hereby waive, release, and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, and other expenses (including attorneys' and experts' fees and expenses) against the Landlord and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Leased Premises or arising from the exercise of the rights granted to Tenant or performance of any obligation required by or for the Tenant under this Lease, including: (i) any interruption or stoppage of any utility services; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with Tenant's business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Landlord of any right or the performance of any obligation under this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Landlord (City), which immunity is hereby reserved to the Landlord (City). This covenant in this Section 11.1 shall survive the expiration or earlier termination of this Lease.

Section 11.2. No City Liability. Except as otherwise provided in this Lease, the City shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Tenant, or injuries or death of the Tenant's officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them. It is the intent of the Parties that the Tenant will, to the extent permitted by law, hold harmless the City for any loss or damage arising out of the use of the Leased Premises.

Section 11.3. Tenant Liability. Except as otherwise provided in this Lease, and to the extent permitted by law, Tenant assumes all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Tenant, the Tenant's officers, agents, servants, employees, or others (excluding those employees or agents of the Landlord (City) who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the "Tenant Parties"), or the activities conducted by or on behalf of the Tenant Parties under this Lease. The Tenant expressly waives all claims against the Landlord (City) for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Tenant Parties, or the conduct of activities or the performance of responsibilities under this Lease. Upon the request of the Landlord (City), Tenant agrees to request the execution of hold harmless agreements from the Tenant's employees, students, contractors, vendors, officers, agents, servants, or other invitees, known by Tenant to be and remain in attendance on the Leased Premises for the entire period of daily school operations; this does not include persons or entities who may be on the Leased Premises for periods of less than the entire period of daily school operations. Such agreements will be provided by the Landlord (City) for Tenant's use. If upon request of the Landlord (City) to obtain such agreements and upon request of Tenant to execute such agreements, any individual refuses to execute such agreement, the Landlord (City) will not hold Tenant in violation of the terms of this Lease, nor, because of such refusal alone, deny the person or entity access to the Leased Premises; however, the Tenant will notify the Landlord (City) of the persons and/or entities refusing to sign the agreements. Nothing herein shall require Tenant to coerce or encourage parties to execute these agreements.

Section 11.4. Insurance. Upon the Effective Date and throughout the Term of this Lease, Tenant shall, at a minimum and, at its sole cost and expense, obtain and maintain in force during the Term of this Lease, the types of insurances with such coverage and in such form as specified in Exhibit B attached hereto and incorporated herein by this reference (collectively, the “**Required Insurances,**” **Exhibit B**). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible).

Section 11.5. Insurance Requirements. All insurance required to be carried pursuant to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or such third party provider shall be solely responsible for the payment of all premiums under such policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b) shall be effected under valid and enforceable policies issued by either the Florida Municipal Insurance Trust or by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as an Independent Consultant may at any time consider appropriate.

Section 11.6. Delivery of Policies. On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by each party pursuant to this Article and Exhibit __. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of such policy.

Section 11.7. Sovereign Immunity. Landlord is a local governmental entity of the State of Florida and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any part or section of this Lease to the contrary, nothing in this Lease may be deemed as a waiver of immunity or limits of liability of the Landlord beyond any statutory limited waiver of immunity or limits of liability that have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Landlord for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any claim against the Landlord, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE XII
ENVIRONMENTAL

Section 12.1. Maintenance of Premises. Tenant, at Tenant's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Leased Premises, including, but not limited

to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access and at Landlord's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of the Landlord or any subtenant, licensee or other user of Landlord, to be in violation of any Environmental Laws. During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Tenant shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Tenant's use of the Leased Premises. As used herein, "**Environmental Laws**" shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Florida and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act ("RCRA"); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Protection; and all applicable state statutes and City ordinances applicable to the Leased Premises and the use thereof and operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Tenant shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, "**Hazardous Substances**" are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Tenant may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws, if consented to and approved in writing by the Landlord. Except as otherwise expressly provided in this Lease,

Section 12.2. Use of Hazardous Materials. Neither Tenant nor Landlord shall, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable

explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances," "hazardous wastes," or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

Section 12.3. Environmental Liens. Neither Tenant nor Landlord shall create or suffer to exist with respect to the Leased Premises, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Environmental Law.

Section 12.4. Responsibility. Tenant assumes all responsibility for and agrees to indemnify, defend, and hold Landlord and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses, and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Tenant's failure to comply with any Environmental Laws or Tenant's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Tenant, its officers, agents, employees, contractors, subcontractors or any subtenants or licensees, or their respective invitees, giving rise to Landlord liability, civil or criminal, or other responsibility under Environmental Laws. Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the Tenant, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Landlord's (or any subtenant, licensee or user of Landlord) use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Premises. The foregoing indemnities will survive the termination or expiration of this Lease.

ARTICLE XIII
COVENANTS OF THE TENANT

Section 13.1. Books, Records and Annual Reports. The Tenant shall keep proper books of record and account for each of the Charter Schools with full, true, and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting in which complete and correct entries shall be made of its transactions relating to the Charter Schools, and which, together with all other books and records of the Tenant, including, without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject during regular business hours to the inspection of the public. The operational manager of the school (currently Academica Central Florida, LLC) shall keep physical copies of all books, records, and annual reports at the Cornerstone Administrative Offices located at 5903 Randolph Avenue, Belle Isle, FL 32809 if the operational manager's main office is not physically located within Orange County. Tenant and Tenant's representatives will comply with Chapter 119, Public Records, of the Florida State Statutes.

Section 13.2. Consolidation, Merger, Sale or Conveyance. The Tenant agrees that during the term of this Lease it will maintain its corporate existence, will continue to be a not-for-profit corporation duly qualified to do business in the State, will not merge or consolidate with, or sell or convey, except as provided herein, all or substantially all of its interest in the corporation to any Person unless (i) no Event of Default has occurred and is continuing, (ii) it

provides to the Landlord notice of its intent at least 90 days in advance of such consolidation, merger, sale or conveyance, and (iii) the entity acquiring the Tenant’s interest in the Lease Premises shall:

(a) assume in writing the performance and observance of all covenants and conditions of this Lease;

(b) provide the Landlord with an Opinion of Counsel to the Tenant (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other entities that are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business, or has any pending litigation that might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger, or transfer and after giving effect thereto;

(c) deliver to the Landlord within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Tenant under the Tenant Documents shall become obligations of the new entity; provided, however, the Tenant shall not be released from same;

(e) in the case of a consolidation, merger, sale or conveyance, shall provide evidence to the Landlord the entity can continue to operate the Charter Schools as charter schools in accordance with the Charter School Law.

Section 13.3. Further Assurances. The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 13.4. Financial Statements; Reports; Annual Certificate; Rate Covenant.

(a) Annual Compliance Certificate. The Tenant will deliver to the Landlord within 90 days after the end of each Charter School Fiscal Year a certificate executed by an Authorized Representative of the Tenant stating that:

(i) A review of the activities of the Tenant during such Charter School Fiscal Year and of performance hereunder has been made under his or her supervision; and

(ii) He or she is familiar with the provisions of this Lease, and to the best of his or her knowledge, based on such review and familiarity, the Tenant has fulfilled all of its obligations hereunder and thereunder throughout the Charter School Fiscal Year, and there have been no defaults under this Lease or, if there has been a default in the fulfillment of any such obligation in such Charter School Fiscal Year, specifying each such default known to him or her and the nature and status thereof and the actions taken or being taken to correct such default.

(b) Additional Documents Upon Request. The Tenant will provide the Landlord with any public records and other the documents specified in this Section in a timely manner upon request.

Section 13.5. Intentionally Left Blank.

Section 13.6. Intentionally Left Blank.

Section 13.7. Licenses and Qualifications. The Tenant will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its Tenants to comply, with such permits, licenses and other governmental approvals necessary for the uninterrupted and continued operation of its Charter Schools as charter schools under the Charter School Law and any applicable Charter Contracts.

Section 13.8. Intentionally Left Blank.

Section 13.9. Nonsectarian Use. The Tenant agrees that it will be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Tenant will also comply with all applicable state and federal laws concerning discrimination of any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 13.10. Intentionally Left Blank.

Section 13.11. Intentionally Left Blank.

Section 13.12. Renewals and Extensions of Charter Contracts. Under the provisions of Florida Statutes §1 002.33(7)(b), Tenant has the right to apply to the School Board for an extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all amounts due hereunder are indefeasibly paid and satisfied in full.

Section 13.13. Liens. The Tenant covenants that, except as specifically provided in this Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien on the Leased Premises

ARTICLE XIV
DEFAULT

Section 14.1. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Tenant to make any Installment of Rent (inclusive of Additional Rent) required to be made in cash or any other monetary payment required to be made by Tenant hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Tenant ("**Notice of Default**").

(b) Failure of Tenant to keep, observe, or perform any term, condition, or provision this Lease, which failure is not remedied within (30) days after receiving Notice of Default, provided,

however, if the failure cannot reasonably be cured within thirty (30) days, the Tenant shall not be in default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of the Notice of Default Landlord.

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.

(d) *Intentionally Left Blank.*

(e) If the Leased Premises or more than fifty percent (50%) of the area of the Buildings becomes vacated, deserted, or abandoned (and the fact that any of Tenant's property remains in the Leased Premises will not be evidence that Tenant has not vacated, deserted, or abandoned the Leased Premises) for more than thirty (30) days after notice by Landlord to Tenant of such vacation, desertion, or abandonment, the Leased Premises will be deemed abandoned for the purposes of this Lease, and the Landlord shall have the right to reenter, take possession of, and occupy, use, or otherwise relet the property to another entity free and clear of any rights the Tenant may have had pursuant to this Lease. Without limitation, customary or temporary cessations of activity on the Leased Premises in observance of holidays, school breaks, including summer breaks, or government shutdowns due to pandemic or other states of emergency, do not constitute vacation, desertion, or abandonment.

(f) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the Charter Schools or to make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting either from a merger or consolidation of the Tenant into or with another domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 13.3 hereof.

(g) *Intentionally Left Blank.*

(h) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Tenant, and the Tenant does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(i) The placement of any lien upon the Leased Premises, by Tenant or by Tenant's contractors, sub-contractors, agents, representatives, or employees in connection with Tenant's exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days

(j) The termination of the Tenant’s Charter Contract(s) either by its terms or for any other reason.

Section 14.2. Remedies and Termination.

(a) Remedies. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may, in its sole and absolute discretion, pursue any remedies as may be available to the Landlord at law or in equity.

(b) Termination.

Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.

The Landlord shall have the right to recover all unpaid Rent and other payments earned by Landlord prior to the date of termination of the Lease or date of repossession of the Leased Premises (whichever is earlier), and all of the Landlord’s damages, costs, and expenses incurred, including reasonable attorneys’ fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Landlord from Tenant. Unless expressly provided otherwise herein, no action taken by the Landlord pursuant to this Section 14.2 may be deemed to terminate this Lease unless written notice of termination, (a “**Notice of Termination**”) is given by the Landlord to Tenant.

The rights and remedies herein conferred upon or reserved to Landlord are not exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord will be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions, or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

Section 14.3 No Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease will constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Tenant by the Landlord at any time when Tenant is in default under this Lease may not be construed as a waiver of such default or of Landlord’s right to exercise any remedy arising out of such default, nor may any waiver of indulgence granted by the Landlord to Tenant be taken as an estoppel against the Landlord, it being expressly understood that the Landlord may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 14.4 Surrender of Leased Premises. Upon expiration or earlier termination of this Lease, Tenant shall vacate and surrender the Leased Premises to the Landlord pursuant to and

in accordance with the terms and conditions of this Section. The terms and conditions of this Section, inclusive of all subsections and sub-subsections, will survive expiration or termination of this Lease.

a. Retention of Improvements. The Landlord, in its discretion, may retain all or any part of the Improvements upon the expiration or earlier termination of this Lease. The Landlord may exercise the aforementioned right by providing written notice of the same to Tenant two (2) years prior to the Expiration Date or in the Landlord’s Notice of Termination. Tenant shall execute any and all documentation necessary to convey all right title and interest in said Improvements to be so retained by the Landlord.

b. Removal of Improvements. If Landlord does not wish to retain certain Non-permanent Improvements made by Tenant, then Landlord shall provide written notice to Tenant two (2) years prior to the Expiration Date or in the Landlord’s Notice of Termination, and Tenant will be responsible for removing such Improvements and related utilities from the Leased Premises at Tenant’s sole cost and expense within ninety (90) days of lease termination date. “Non-permanent Improvements” shall include such improvements as sports/play field seating and lighting, modular classrooms and similar school specific fixtures. If the Tenant fails to timely remove such Non-Permanent Improvements, then the Landlord may cause such Non-Permit Improvements to be removed, and Tenant shall be liable to the Landlord for such cost of removal.

Section 14.5. *Intentionally Left Blank.*

Section 14.6. No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, regardless of whether Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant may not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim, or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event will Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential, or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord or its members, officers, agents or employees.

Section 14.7. Landlord’s Defaults. Upon a default by Landlord under this Lease, Tenant will have all rights and remedies available to it under the law or in equity, but specifically excluding rights of setoff or abatement as to Charter School Revenues and Rent.

Section 14.8. Waiver of Trial by Jury. LANDLORD AND TENANT AND THEIR ASSIGNS, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

Section 14.9. Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party will be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

Section 14.10. Indemnification. To the extent permitted by law and occasioned by a party's negligence, and as limited by Section 768.28, Florida Statutes, each party will indemnify, defend, and hold harmless the other from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Leased Premises caused by the negligence, willful misconduct or breach of this Lease by such indemnifying party, its members, officers, agents, employees, business invitees or guests, or arising from such indemnifying party's use of the Lease Premises.

Section 14.11. Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of any amounts by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease may be deemed to have been waived by either party hereto, unless such waiver has been reduced to writing by that party.

Section 14.12. Force Majeure. Except as otherwise expressly provided in this Lease, any prevention, delay, or stoppage caused by fire, earthquake, explosion, flood, hurricane, the elements, or any other similar cause beyond the reasonable control of the party from whom performance is required, or any of their contractors; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war, invasion, insurrection, rebellion; riots; strikes or lockouts, or inability to obtain necessary materials, goods, equipment, services, utilities or labor shall excuse the performance of such party for a period equal to the duration of such prevention, delay or stoppage; provided, however that (i) in no event will financial incapability excuse the performance of either party, and (ii) the terms of this Section 14.12 will in no event excuse Tenant's obligation to timely pay Annual Rent and the other sums owing under this Lease.

Section 14.13 Waiver of Claims for Defects. Tenant further covenants and agrees that Landlord will not be liable to Tenant, or any one claiming by, through, or under the Tenant, for any defect in the Premises, or any buildings, building components, fixtures, apparatuses, or personal property located thereon, latent or otherwise, for any injury, loss, or damage to any persons or to the Premises, or to any property of Tenant, or of any other person, contained in or upon the Premises, caused by or arising or resulting from such defect.

ARTICLE XV
GOVERNMENT RIGHTS

Section 15.1 Government Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or authority of the City over the Leased Premises relating to the security or the health, welfare, safety, or security of persons on the Leased Premises, as established in law, regulation, or ordinances.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Recitals. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 16.2 Effective Date. The “**Effective Date**” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 16.3 Brokers. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from such claim made by or through the indemnifying party.

Section 16.4. Assignment and Subletting. Tenant may not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent of the Landlord. Any transfer, assignment, or sublease which is not conducted in strict compliance with the terms and conditions of this Section is void ab initio and of no force or effect whatsoever. So long as an Event of Default has occurred and is continuing, Tenant has no right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and may not sublet (or underlet), or permit the Leased Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole discretion and that the Tenant may assign, or otherwise transfer this Lease as permitted by the Landlord so long as the rent from the assignee or other transferee equals or exceeds fair market rent at that time. Any assignment, sublease, mortgage, pledge, encumbrance, or transfer in contravention of the provisions of this Section is void. The consent by Landlord to any assignment, sublease, mortgage, pledge, encumbrance, or transfer may not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor may the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

Section 16.7. Applicable Law. The laws of the State of Florida govern the validity, performance, and enforcement of this Lease. Venue for any and all claims brought hereunder or in connection herewith must be Orange County, Florida. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Tenant shall comply with and require all of its officers, employees, agents, suppliers, contractors, licensees, and invitees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, ordinances, policies, directives, and instructions, including the Environmental Laws and applicable provisions of the Americans with Disabilities Act (collectively, the “**Applicable Laws**”), as may be in effect or modified from time to time during the Term of this Lease.

Section 16.8. Estoppels. Within seven (7) days following a request from Landlord, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in a form satisfactory to Landlord, (a) stating the Effective Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified,

setting forth all modifications), (b) setting forth the date to which the Rent has been paid, (c) stating whether, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Premises, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Premises.

Section 16.9 Bankruptcy. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant may not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code operates to stay or otherwise affect the City's ability to enforce any rights it has under any agreement between the Parties, or any other rights that the City has, regardless of whether now or hereafter acquired, against any party responsible for the debts or obligations of Tenant under such agreements. Tenant may not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the City's ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Tenant. The covenants in this Section are material in inducing the City to enter into this Lease, and Tenant agrees that no grounds exist for equitable relief that will bar or impede the exercise by the City of its rights and remedies under such agreements against Tenant or any party responsible for the debts or obligations of Tenant. If any part of Tenant's interest in the Leased Premises or the Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the City shall immediately become entitled, in addition to all other relief to which the City may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the City to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Tenant's use of all "cash collateral," as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Tenant shall not assert in any pleading or petition filed in any court proceeding that the City lacks sufficient grounds for relief from the automatic stay. Tenant agrees that any bankruptcy petition or other action taken by Tenant to stay, condition, or prevent the City from exercising its rights or remedies under this Lease or any other agreement between the Parties will be deemed to have been undertaken in bad faith. If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall notify the City of such filing within ten (10) business days after receiving notice. If any part of Tenant's interest in the Leased Premises or Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Tenant shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 16.10. Memorandum of Lease. Tenant shall not be permitted to record a copy of this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to record a memorandum of this Lease on such Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date and renewal options.

Section 16.11. Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 16.12. Interpretations. This Lease may not be construed more strictly against one party than against the other merely because this Lease may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

Section 16.13. Disputes. If a dispute regarding this Lease arises, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and to which each of the parties mutually agrees. The City's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. Under no circumstances will failure of the City to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party may take any additional actions it may deem necessary to resolve the dispute.

Section 16.14 Notices. All notices, demands, and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail, return receipt requested, or by a nationally recognized overnight delivery service making receipted deliveries to the addresses first above appearing or to such other addresses as are hereinafter designated by either party to the other.

Section 16.15. Relationship of Parties. The relationship between the parties hereto is solely as set forth herein, and neither party may be deemed the employee, agent, partner, or joint venturer of the other.

Section 16.16. Third Party Beneficiary. Landlord and Tenant are the only parties to this Lease. Nothing in the Lease provides any benefit or right, directly or indirectly, to third parties. The Parties agree to reasonably cooperate in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under the Lease.

Section 16.17. Severability. Each and every covenant and agreement contained in this Lease shall, for all purposes, be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party will in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease will not affect or impair any other provision.

Section 16.18 Headings. Headings contained in this Lease are for convenience and

reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 16.19 Press Releases. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

Section 16.20 Anti-Discrimination. Tenant shall comply with Federal laws, rules, and regulations prohibiting discrimination any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 16.21 Time is of the Essence. Time is of the essence with respect to the performance of each party's duties and obligations under this Lease.

Section 16.22 Anti-Kickback Procedures. Tenant shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to believe that any of the activities described in this Section may have occurred, Tenant or Landlord shall promptly report in writing such activities to the State Attorney General, State Ethics Commission and/or FDLE. Tenant shall cooperate fully with any federal or state agency investigating such activities.

Section 16.23 Binding Effect and Beneficiaries. The provisions of this Lease inure to the benefit of and are binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease is not assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto, and no other person or entity has any right of action under this Lease.

Section 16.24 No Individual Liability. No covenant or commitment contained in this Lease may be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of the Landlord or the Tenant, in his or her individual capacity, and none of such persons will be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 16.25 Immunities and Defenses. Nothing in this Lease may be construed to waive any immunity from or defense to claims which Landlord or Tenant may enjoy under federal law, including the Federal Tort Claims Act, or under state law, including the Florida Tort Claims Act.

Section 16.26 Counterparts. This Lease may be executed in multiple counterparts, each of which will constitute an original and all of which when taken together will constitute one and the same instrument. Facsimile and electronic copies of this Lease, bearing the parties' respective

signatures, will be enforceable as originals.

Section 16.27 Interpretation. This Lease was jointly negotiated and jointly drafted by the Parties with the advice or their respective legal counsel and may not be interpreted or construed in favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease will be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 16.28 Notices and Consents. Any and all notices or other communications required or permitted to be given under this Lease must be in writing and either (i) personally delivered, in which case notice shall be deemed delivered upon receipt, (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender’s receipt of confirmation of transmission of such facsimile notice produced by the sender’s facsimile machine, (iii) sent by any nationally recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service, or (iv) sent by United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee’s refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Landlord: City of Belle Isle
ATTN: City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Tenant: Cornerstone Charter Academy
ATTN: Chair, Board of Directors
5903 Randolph Avenue
Belle Isle, FL 32809

Section 16.28 Entire Agreement; Amendments.

(a) This Lease constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

(b) This Lease may not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by written agreement executed by the Parties hereto. Except as expressly permitted by the terms of this Lease, no modification, alteration or amendment shall be made to this Lease which adversely affects the rights of the Landlord to exercise their rights and any remedies with respect to this Lease upon the exercise of an Event of Default (as defined herein).

**[SIGNATURE PAGE
TO FOLLOW]**

EXHIBIT A

Legal Description

PARCEL A

Lot I and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL B

The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL C

Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL D

Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL E

Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL F

Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL G

Lots 10, 11, 12 and 13, of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S HOMESTEAD, more particularly described as follows:

North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9, together with any other interest of party of the first part in and to that part of said Lot 9, lying North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL H

The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida. ALSO DESCRIBED AS:

Begin at a stone at the Northeast comer of land formerly belonging to C.J. SWEET AT PINE CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173 feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF BEGINNING.

AND

PARCEL J-3

Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more particularly described as follows:

Commence at the Southwest comer of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89 degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page I, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet; thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF BEGINNING.

AND

PARCEL K-1:

North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida.

AND

PARCEL K-2:

The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-3:

Begin at the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10, thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees 59 minutes 34 seconds East 3.5 feet more or less, to the Northwest comer of the above described Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the Northeast comer of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34 seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest comer of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

From the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10; thence run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING; thence run East 3.5 feet to the Northwest comer of the above described Parcel K-1, thence South 00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast comer of the above described Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest comer of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes 36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-4:

A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest comer of said Lot 10; thence due East 145.00 feet along the North line of said Lot 10 for a POINT OF BEGINNING; thence continue along said North line, due East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of

said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50 feet to the Northeast corner of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North 00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.

AND

PARCEL K-5

The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K6:

Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K7

The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-8:

The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-9

The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 10:

The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 11

Begin 763 feet East and 250 feet North of the Southwest corner of Lot 10, HARNEY HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE OF BEGINNING.

Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc., a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County, Florida, more particularly described as follows:

A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a point on the East line of lands described in Official Records Book 6253, Page 6532, Public Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10 feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet along said southerly projection to the POINT OF BEGINNING.

AND PARCEL

K12:

Beginning 465 feet East of the Southwest corner of Lot 10, HARNEY HOMESTEAD, in Section 24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and South 250 feet to the POINT OF BEGINNING.

EXHIBIT B
INSURANCE

| Insurance | Coverages | Other Requirements |
|-----------------------|--|---|
| Worker's Compensation | Statutory | <p>Waiver of subrogation in favor of City.</p> <p>No "alternative" forms of coverage permitted without City approval.</p> |
| Employers' Liability | \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease. | Waiver of subrogation in favor of City. |
| General Liability | <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 general aggregate</p> <p>\$1,000,000 products/completed operations aggregate limit</p> <p>\$2,000,000 personal and advertising injury</p> <p>\$100,000 damaged to rented premises</p> <p>\$10,000 medical expense limit</p> | <ol style="list-style-type: none"> 1. Coverage shall be written on a "per occurrence" insurance form. 2. Coverage shall include contractual liability, independent contractors' liability, products and completed operations liability, and personal injury liability. 3. Coverage shall be primary and non-contributory. 4. City shall be named as "Additional Insured". 5. Separation of Insured language shall not be modified. 6. Waiver of subrogation in favor of City. 7. General Aggregate and Products/Completed Operations Aggregate limits apply on a "per location" basis. 8. No exclusion of liability assumed under contract. |

| Insurance | Coverages | Other Requirements |
|-------------------------------------|--|--|
| Business Automobile Liability | \$1,000,000 combined single limit per accident | <p>City shall be named as “Additional Insured.”</p> <p>Waiver of subrogation in favor of City.</p> <p>Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Tenant’s owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.</p> |
| Excess/Umbrella Liability Insurance | \$10,000,000 each occurrence / \$5,000,000 aggregate | <ol style="list-style-type: none"> 1. Coverage shall be written on an “occurrence” insurance form. 2. City shall be named as “Additional Insured.” 3. Waiver of subrogation in favor of City. 4. Coverage shall apply to excess claims to Employers’ Liability, General Liability, Automobile Liability, and, if required under Article XI, Errors & Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages. |
| Property | Replacement Cost Value | <ol style="list-style-type: none"> 1. Coverage shall be for Special (“All-Risks”) perils or causes of loss. 2. Coverage shall be for Tenant’s business personal property, improvements and betterments, equipment and tools. 3. No coinsurance. 4. City shall be named as Additional Insured and Loss Payee. 5. Waiver of Subrogation in favor of City. 6. Ordinance and Law coverage. |

| Insurance | Coverages | Other Requirements |
|---------------------------|--|---|
| Property - Extra Expense | Extra Expense (including all ongoing expenses) of not less than six (6) months. | <ol style="list-style-type: none">1. Actual Loss Sustained valuation coverage.2. Extended Period of Indemnity of at least one hundred eighty (180) days.3. City shall be named as Additional Insured and Loss Payee.4. Waiver of subrogation in favor of City.5. Coverage of losses arising from interruption of utilities outside any Leased Premises. |
| Property – Builders’ Risk | Replacement Cost Value of any improvements made on the Leased Premises during the Term of the Lease. | <ol style="list-style-type: none">1. Coverage shall be for Special (“All-Risks”) perils or causes of loss.2. Coverage shall be for any improvements made during the Term of the Lease.3. No coinsurance.4. City shall be named as Additional Insured and Loss Payee.6. Waiver of Subrogation in favor of City. |

EXHIBIT C

“Initial Physical Condition Report”

As of (Date)

This is to confirm that the Tenant of the Leased Premises which consists of approximately ____ acres, described in Exhibit A and is familiar with the condition and characteristics of the Leased Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept the Leased Premises in “as-is, where-is” condition, without any representation or warranty by the Landlord or City concerning the condition of the Leased Premises and without obligation on the part of the Landlord or City to make any alterations, repairs, additions, or improvements to the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease of Property. The Leased Premises have been continuously used for a charter school since (date). Except as otherwise defined in this Acknowledgement, the terms used herein shall have the same meanings as set forth in the Leased Premises.

CORNERSTONE CHARTER ACADEMY

City Belle Isle, Florida



New Student Services Building & Classroom Annex

*CIVICA ARCHITECTURE
6/25/21*



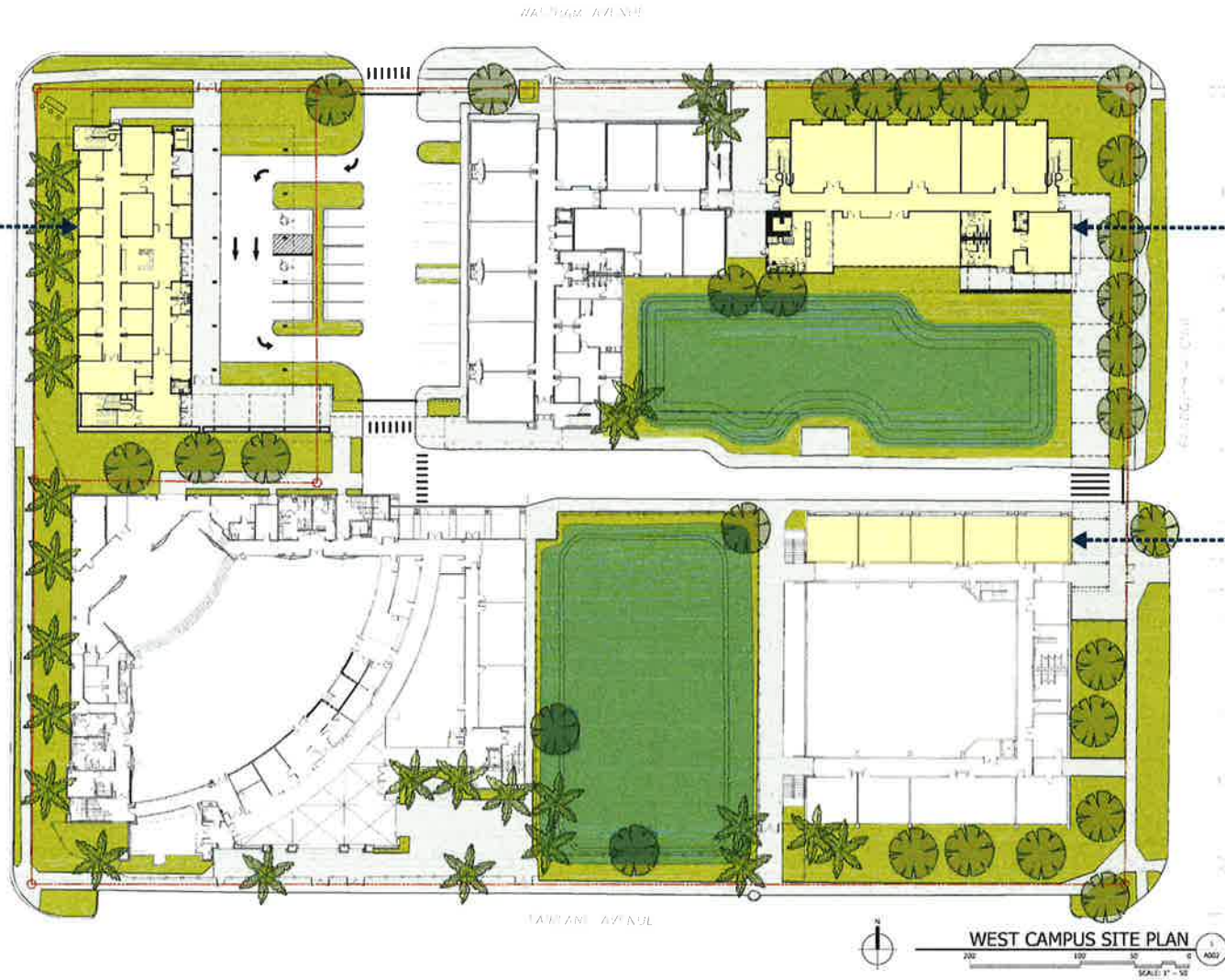


| | | |
|--|--|----------------------------|
| DRAWING TITLE: OVERALL CAMPUS SITE PLAN | | SCALE: 1" = 100' |
| PROJECT: CORNERSTONE CHARTER ACADEMY | | PROJECT No. 202221 |
| CIVICA <small>ARCHITECTS</small> 8323 NW 12th St., Suite 106 Doral, FL 33126 tel. 305.593.8999 www.civicagroup.com AA #76051083 | SHEETS: 2 OF: 12 REF. DWG. NO. DATE: 06/28/21 | SKETCH NO. A-001 |
| | <small>COPYRIGHT © 2021</small> | |

NEW STUDENT SERVICES BLDG.

NEW CLASSROOM ANNEX

RECOVERED CLASSROOM SPACE



WEST CAMPUS SITE PLAN
 0 100 200 300
 SCALE: 1" = 50'

DRAWING TITLE SITE PLAN / WEST CAMPUS
 PROJECT CORNERSTONE CHARTER ACADEMY

CIVICA
 ARCHITECTURE + INTERIOR DESIGN

8323 NW 12th St, Suite 106
 Doral, FL 33126
 tel: 305 593 8999
 www.civica.com
 AA 926001093

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SCALE: 1" = 50'

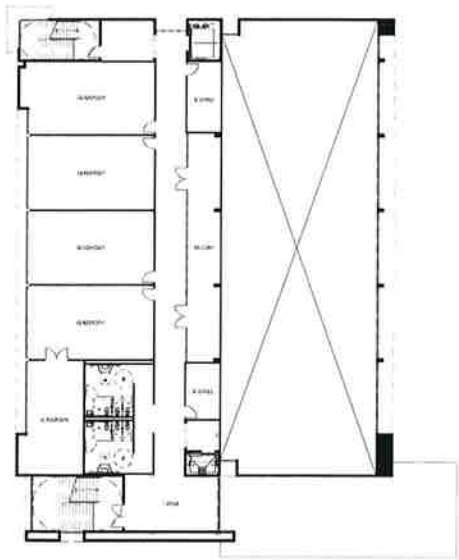
PROJECT No: 202231

SHEET: 3
 OF: 12
 REF DWG NO:

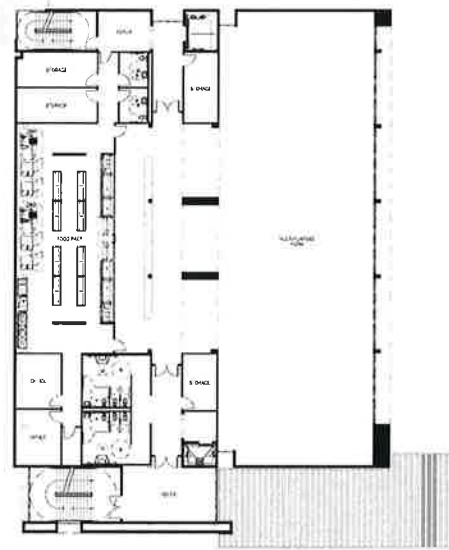
SKETCH NO

A-002

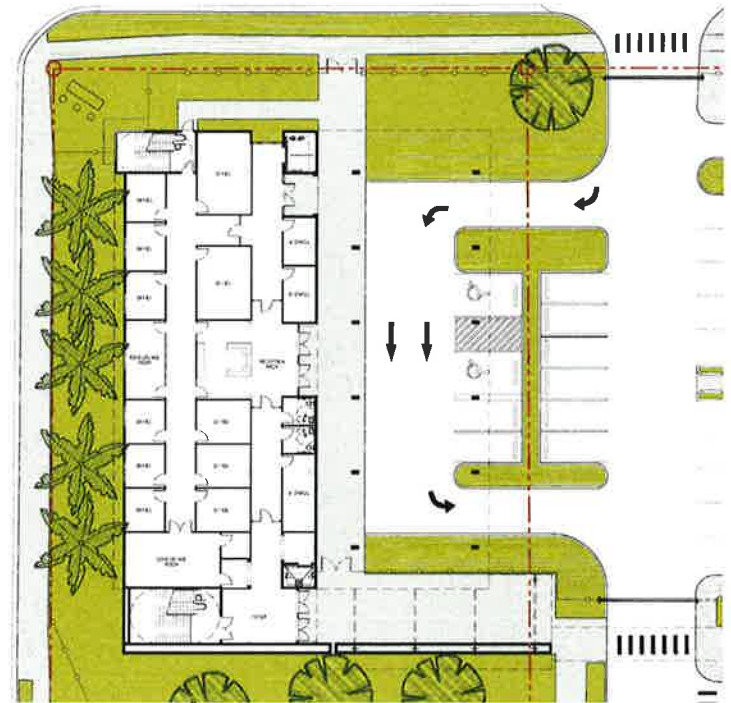
DATE: 06/28/21



THIRD LEVEL
SCALE: 1/32" = 1'-0"
A101



SECOND LEVEL
SCALE: 1/32" = 1'-0"
A102



GROUND LEVEL
SCALE: 1/32" = 1'-0"
A103

| STUDENT SERVICES BLDG. DATA | |
|-----------------------------|----------------------|
| FIRST FLOOR | 6,630 SQ.FT. |
| SECOND FLOOR | 12,204 SQ.FT. |
| THIRD FLOOR | 6,993 SQ.FT. |
| TOTAL | 25,827 SQ.FT. |

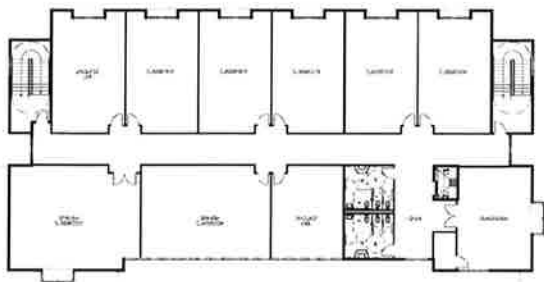
DRAWING TITLE: STUDENT SERVICES BLDG FLOOR PLANS
PROJECT: CORNERSTONE CHARTER ACADEMY

CIVICA

8323 NW 12th St, Suite 106
Doral, FL 33126
tel: 305.593.9858
www.civica.com
AA #2601093

10/14/21 W 2208

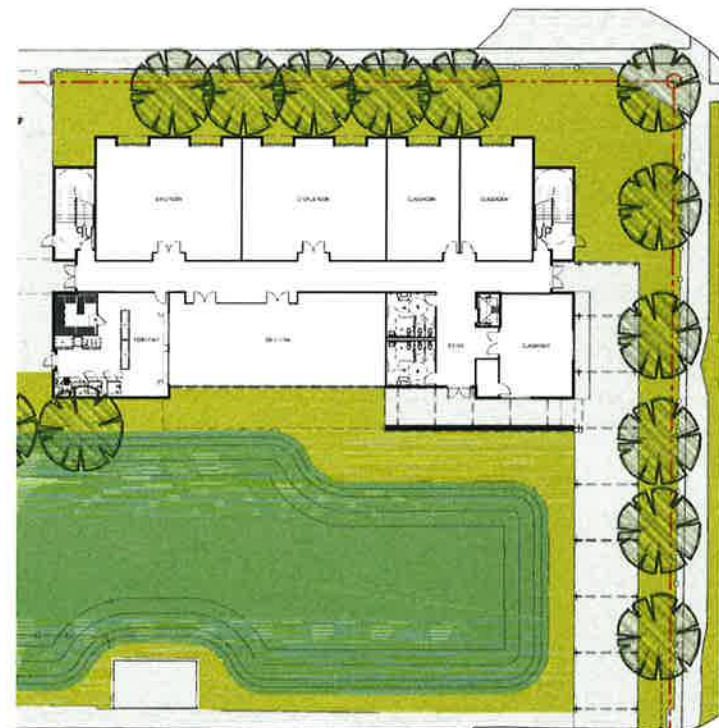
SCALE: 1/32" = 1'-0"
PROJECT No: 202231
SHEET: 4
OF: 12
REF DWG NO:
DATE: 06/28/21
SKETCH NO.
A-101



THIRD LEVEL
SCALE: 1/32" = 1'-0"



SECOND LEVEL
SCALE: 1/32" = 1'-0"



GROUND LEVEL
SCALE: 1/32" = 1'-0"

| EAST CLASSROOM ANNEX | |
|----------------------|----------------------|
| FIRST FLOOR | 8,869 SQ.FT. |
| SECOND FLOOR | 9,156 SQ.FT. |
| THIRD FLOOR | 8,923 SQ.FT. |
| TOTAL | 26,948 SQ.FT. |

| | | | |
|--|----------------------------------|--|----------------------|
| DRAWING TITLE | EAST CLASSROOM ANNEX FLOOR PLANS | | SCALE: 1/32" = 1'-0" |
| PROJECT: | CORNERSTONE CHARTER ACADEMY | | PROJECT No.: 202221 |
| CIVICA <small>ARCHITECTURE & DESIGN</small> 8323 NW 12th St, Suite 106 Doral, FL 33126 tel: 305.593.9959 www.civica-group.com AA 42660193 | | | SKETCH NO. |
| | | | A-102 |
| | | | DATE: 06/28/21 |



| | | | | | | | |
|---|--|----------------------------------|--|----------------------|--|------------|--|
| DRAWING TITLE | | STUDENT SERVICES BLDG ELEVATIONS | | SCALE: 1/16" = 1'-0" | | | |
| PROJECT | | CORNERSTONE CHARTER ACADEMY | | PROJECT No.: 202221 | | | |
| CIVICA <small>ARCHITECTURE & DESIGN</small> 8323 NW 12th St. Suite 106 Doral, FL 33126 tel: 305.593.9959 www.civica-group.com AA 826601093 | | | | SHEET: 6 | | SKETCH NO. | |
| | | | | OF: 12 | | A-201 | |
| REF DWG NO: | | DATE: 06/28/21 | | COPYRIGHT © 2018 | | | |



| | | | |
|---|----------------------------------|--------------|---------------|
| DRAWING TITLE | STUDENT SERVICES BLDG ELEVATIONS | SCALE: | 1/16" = 1'-0" |
| PROJECT: | CORNERSTONE CHARTER ACADEMY | PROJECT No.: | 202221 |
| CIVICA <small>ARCHITECTURAL GROUP, INC.</small> 8323 NW 12th St, Suite 106 Doral, FL 33126 Tel: 305.593.8959 www.civica-group.com AA #26001093 | SHEET: | 3 | SKETCH NO |
| | OF: | 12 | |
| | REF. DWG. NO.: | | |
| DATE: | 06/28/21 | | |



| | | | |
|--|---------------------------------|----------------|---------------|
| DRAWING TITLE | EAST CLASSROOM ANNEX ELEVATIONS | SCALE: | 1/16" = 1'-0" |
| PROJECT: | CORNERSTONE CHARTER ACADEMY | PROJECT No.: | 202221 |
| CIVICA ARCHITECTURE + INTERIOR DESIGN 8323 NW 12th St. Suite 106 Doral, FL 33126 tel: 305-593-8950 www.civicagroup.com AA 926001092 | | SHEET: | 8 |
| | | OF: | 12 |
| | | REF. DWG. NO.: | |
| | | DATE: | 06/28/21 |
| | | SKETCH NO.: | A-203 |
| | | DATE: | 06/28/21 |



| | | | | | |
|------------------|--|---------------------------------|--|----------------------|--|
| DRAWING TITLE | | EAST CLASSROOM ANNEX ELEVATIONS | | SCALE: 1/16" = 1'-0" | |
| PROJECT: | | CORNERSTONE CHARTER ACADEMY | | PROJECT No: 202221 | |
| CIVICA | | 8323 NW 12th St, Suite 106 | | SHEET: 9 | |
| Doral, FL 33128 | | tel: 305-593-8959 | | OF: 12 | |
| www.civica.com | | AA #2601093 | | REF DWG NO: | |
| COPYRIGHT © 2018 | | | | DATE: 06/28/21 | |
| | | | | SKETCH NO: | |
| | | | | A-204 | |



VIEW LOOKING NORTHWEST
SCALE: N.T.S. 4/2021



VIEW LOOKING NORTHEAST
SCALE: N.T.S. 1/2021



VIEW LOOKING SOUTHEAST
SCALE: N.T.S. 2/2021



VIEW LOOKING SOUTHWEST
SCALE: N.T.S. 1/2021

| | | | |
|--|-----------------------------|--------------|----------|
| DRAWING TITLE | CAMPUS AXONOMETRIC RENDERS | SCALE | N.T.S. |
| PROJECT | CORNERSTONE CHARTER ACADEMY | PROJECT No. | 202221 |
| CIVICA <small>ARCHITECTURAL GROUP P.L.L.C.</small> 8323 NW 12th St., Suite 106 Doral, FL 33126 tel. 305.593.9850 www.civicaup.com AA #2601053 | | SHEET | 10 |
| | | OF | 12 |
| | | REF DWG. NO. | |
| | | DATE | 06/28/21 |
| | | SKETCH NO. | A-205 |
| | | DATE | 06/28/21 |



VIEW FROM EXISTING HIGHSCHOOL BLDG. SCALE: N.T.S. 4 A206



VIEW FROM EXISTING ELEMENTARY SCHOOL BLDG. SCALE: N.T.S. 3 A206



HANSEL AVE VIEW SCALE: N.T.S. 2 A206



VIEW FROM CORNER OF WALTHAM & HANSEL AVE SCALE: N.T.S. 1 A206

| | | | | | |
|---|--|-------------------------------|----------|--------------|--------|
| DRAWING TITLE | | STUDENT SERVICES BLDG RENDERS | | SCALE: | NTS |
| PROJECT: | | CORNERSTONE CHARTER ACADEMY | | PROJECT No: | 202221 |
| CIVICA <small>ARCHITECTURE & INTERIOR DESIGN</small> 8323 NW 12th St, Suite 106 Doral, FL 33126 tel: 305 593 3959 www.civica.com AA 92661093 | | SHEET: | 18 | SKETCH NO. | A-206 |
| | | OF: | 12 | REF DWG NO.: | |
| | | DATE | 06/28/21 | | |



VIEW FROM EXISTING INTERIOR ROAD
SCALE: N.T.S. 4 ANU



VIEW FROM PROPOSED RETENTION AREA
SCALE: N.T.S. 3 ANU



VIEW FROM WALTHAM AVE
SCALE: N.T.S. 2 ANU



VIEW FROM EAST DRIVEWAY
SCALE: N.T.S. 1 ANU

| | | | |
|---|------------------------------|------------------|--------|
| DRAWING TITLE | EAST CLASSROOM ANNEX RENDERS | SCALE | NTS |
| PROJECT | CORNERSTONE CHARTER ACADEMY | PROJECT No. | 202221 |
| CIVICA ARCHITECTURAL & GRAPHIC DESIGN 8323 NW 12th St. Suite 106 Doral, FL 33126 Tel: 305 593 9959 www.civicaarch.com AA #28001093 | | SHEET | 12 |
| | | OF | 12 |
| | | REF DWG NO: | |
| DATE | 06/28/21 | SKETCH NO. | A-207 |
| | | COPYRIGHT © 2021 | |



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

Meeting Date: September 21, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Discuss Qualifications of Nicholas Fouraker to run for Reelection

Background: In October of 2019, Mayor Fouraker told the City Council that he was in the process of selling his home, and the closing for the new home is scheduled for the end of October. The new home is infested with mold and he was not able to find an available rental home in the City limits. Due to the circumstances, he requested Council approval for the short term residence outside the City limits until the renovations are completed. Council unanimously passed a motion to approve his request.

At the October 6, 2020 Council meeting, Mayor Fouraker gave an update on the progress of his house construction and stated that due to the pandemic, the house would not be finished soon. He thanked the Council for their continued support for this issue.

Throughout this period and continuing to September 2021, there has been questions raised as to whether the Mayor would qualify for the March 2022 election is he decided to run again for Mayor and whether the City Council had the authority to pass a motion to allow the Mayor to temporarily live outside the City.

The City Attorney will discuss these issues with the City Council. According to the City Charter, Section 3.03 - Judge of election and qualification of members: ***The city council shall be the judge of the election and qualification of its own members, subject to review by the court.***

After discussion, the City Attorney will make a recommendation to the Council as to the qualifications of Mayor Fouraker to qualify for the March election. Qualifying for the March election begins in November 2021.

Staff Recommendation: Discuss with the City Attorney to determine if the Mayor qualifies for the March 2022 election.

Suggested Motion:

(If it is determined the Mayor can qualify for the March Election): **After hearing evidence presented by the City Attorney and discussion, I move that the City Council determine that Nicholas Fouraker is qualified as a candidate for the March 2022 Municipal Election.**

(If it is determined the Mayor cannot qualify for the March Election): **After hearing evidence presented by the City Attorney and discussion, I move that the City Council determine that Nicholas Fouraker is not qualified as candidate for the March 2022 Municipal Election.**

Alternatives: None

Fiscal Impact: None

Attachments: None at the time of publication of this memorandum

Belle Isle Issues Log
9/21/21

a.

| Issue | Description | Start Date | POC | Last Completed Action | Next steps |
|------------------------------|--|------------|--------------------|--|--|
| Street Paving | The City staff will conduct a street assessment to determine the pavement conditions and determine if the prior assessment is still valid. When complete, the staff will set-up a Capital Improvement Program for street paving. Program | 7/1/2020 | PW/CM | The City has been successful in paving several streets over the past few years; most recently the area around City Hall. | 2021 Goal: City to conduct Pavement Assessment and develop CIP for paving (next Fiscal Year). Assessment complete. CM working with PW Director on CIP for streets. District 3 Streets included in FY21-22 Budget. Streets in District 2 and 5 (Delia Beach area) included on budget. |
| Storm Drainage | The City Engineer recently completed an assessment of the storm system. Some trouble spots have been corrected (Wind Drift, Derine, Chiswick) CM and Finance Director developed Storm Water CIP | 4/3/2017 | ENG/CM | Stormwater CIP was developed and reviewed by Budget Committee, who recommend approval. City staff to start reconditioning swales in trouble areas. Work at Jade Circle Swales done. 1631 Wind Willow (completed). Pipe lining on St. Moritz and Jade completed. Plan done for Sol avenue (Agenda Item). St. Partin Outfall waiting on Orange County bid for lift station (Lift Station will be rebid so City may consider moving forward). Meeting with new contractors for Stafford/Pam for new estimates. Working with OCEPD on Barby Lane drainage. OC Nav Advisory Board approved \$3,500 for pet waste stations and \$94.020 reimbursement for Delia Beach Project. City received reimbursements from OC Nav Board. | Preparing to bid Sol Ave. Project. Close Stafford/Pam Project. Grant submitted to FDEP for Wallace Project and HAB Project. City received notification that HAB grant was approved by the state. |
| Traffic Studies | Increased traffic in and through Belle Isle prompted the Council to allocate funds for city-wide traffic study to improve traffic flow. Study was done and resulting Traffic Master Plan was adopted by Council. Due to the City's membership in Metroplan Orlando, they are conducting additional studies focusing on Hoffner Ave. | 4/3/2017 | CM/Eng. | City's TMP completed and adopted. Metroplan study is nearing completion. Hoffner median constructed but still needs additional work. WaWa to reconfigure entrance (Working on permit with OC). Citizen feedback sent back to MetroPlan. Metroplan Consultant to work toward finalizing report. RRFB installed and is functional at Monet/Hoffner crosswalk. Staff incorporated comments from open house in TMP. Next step is to plan for improvements and funding through long term budgeting. Staff considers this issue closed. | Impact Fee Study is continuing to move forward. Staff sent information to consultant for review. First draft of study received. Being reviewed by staff. Staff review complete. Distribution to Council for review and action on September 7. Consultant putting together draft ordinance for new impact fees. |
| 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 | Use Agreement adopted. CCA planning park site plan. CCA/City staff met to go over site plan requirements. CCA working with City Planner for site plan submission. CCA completed site plan. Council approved site plan concepts. P&Z decision granting special exception was approved by City Council. The site plan was approved with conditions. Staff is preparing documents to address the conditions. P&Z decision is being appealed to Council. Council approved Wallace Field Site Plan with conditions. | Continuing to plan for drainage project with OC. Discuss grading of site with CCA. CCA to start development of Wallace Field. First elements will be artificial turf and parking. CCA started practice on the field on August 10 (signs posted). Deed restriction recorded No update |
| City acquisition of Property | Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property. | 3/20/2018 | CM | 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. Cross Lake Property deed recorded and improvements made (closed). BoA agreement finalized. | Financing complete. PSA executed by Mayor and BoA. BoA is now owned by the City. Discussion at Council Budget Workshop on August 18. Council directed a workshop be scheduled for September 29, 2021 |
| 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 | 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. CM sent memorandum to CCA outlining conditions for refinancing. CCA discussed and rejected all the conditions sent by Council. | New Lease draft sent to Budget Committee for review. Budget Committee reviewed draft lease. Market Rent Study completed. Being reviewed by Budget Committee. Subcommittee of Council revising the new lease. CCA, at their June 30 meeting, would like to work with the City to continue working with the City on the lease agreement. Meeting between City and CCA was held on August 31 on new lease. Revisions being made. Agenda Item |

Belle Isle Issues Log
9/21/21

a.

| | | | | | |
|-------------------------|--|----------|--------------------|---|--|
| 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 | 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. Discussion of sidewalk maintenance. Ordinance adoption for Home Occupation and Golf Carts. New Sign Ordinance (adopted and closed). Ordinance on at-large appointments (adopted and will advertise vacancies). | Changes to Impervious surface ratio were discussed and will remain unchanged. P&Z discussions on definition of "kitchen" and look at possible ordinance for installation of artificial turf on residential property. P&Z discussing Accessory Dwelling Units. No Update |
| 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 | Meet with consultant to determine what was done and what is left to do. | City Manager and Planner to review 2009 Comp Plan for errors discovered in Zoning Map. Agenda Item. |
| 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 | Council determined the priority to annex. Planner completed 1st report. City Staff reviewing. CM and Mayor met with Management Company for Publix Shopping Center (another meeting is set for 5/19/21). CM to meet with private owner for annexation of 5 acres. Sienna place signed consents for annexation about 35% done. | Sienna condo about 70% complete. Discussion with Brixmor going well. Brixmor asked for additional information. Sienna may be an involuntary annexation. Information supplied to Brixmor for their review. Planner developing Urban Service Report for Sienna Place |
| Lake Conway Issues | Residents have complained that Lake Conway is unsafe due to speeding of PWCs and issues with wake boats. Council would like more local control over the lake. | 6/1/2019 | CM, CA, Chief | City Attorney looking at how other communities have control of lakes. Staff drafting an ordinance for No Wake Zones. City waiting for County to meet with stakeholders. Draft ordinance is put on hold for now. City/OCSO looking at other avenues to allow enforcement. Lobbyist Presentations to BC on April 8. CM received information from FWC on Canoe Trail & Swim Areas. City staff to get public input on both. | Discuss control issues with lobbyist and determine direction. No Update. |
| IT Issues | City Council wants Staff to research changes in IT from Gmail back to Outlook | 8/6/2019 | City Clerk Chief | City staying with Gmail. City has new pages on website for financial transparency and new work order tracking program. City doing ADA conversion. City Clerk working with ADA compliance company. New website developed & ADA compliant Issue Closed). Bids received on RFP for Chambers A/V. Council approved bid. | Contract executed. Looking at a completion date of September 30. Due to COVID restrictions some materials are late. Contractor and City agreed on 60 day extension. |
| Grady (Lancaster) House | PCHS requested the Council not demolish Grady House and give up to a year to have it moved. | 2/5/2019 | CM | Discussion at PCHS. CM contacted State Historic Office on house and homestead and getting it registered on National Registry. Council directed PCHS top provide dates for moving the house and for renovations. PCHS responded to council stating they will not be moving or taking the house. Council set deadline of July 1, 2020 to have the house removed. Neighbor is working to get approvals to move the House to 5817 Randolph so it can be donated to her. Council extended deadline until September 1. Duke contacted for moving wires; quotes received for moving house; met with possible new owner; National Registry Application moving forward. Need cooperation of County to annex property across Waltham. Comm. Uribe will work with property owner to get OC variances. Private property owner was contacted by OC District 3 Office. City will assist where possible. Private property owner applied to County for variances to relocate the house. | County needs additional information from private property owner with a deadline is June 9, 2021 for a hearing on August 5, 2021. Letters of Support provided to property owner from City and PCHS. CCA will also write a Letter of Support. Variance granted to private property owner for lot split. She will work with OC Planning to see next steps in setting the Lancaster House on her property. Estimated cost to move the house is \$42-44K. City should fumigate the house prior to moving. CCA Board issue for funding match. City seeking additional funds to help move the house. City received estimate to fumigate the house. City to remove all vegetation around the house. Property owner to apply for building permit from Orange County to relocate the house. |

Belle Isle Issues Log
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| New City Zip Code | Council directed that the City Manager research the possibility of applying to the USPS for a new zip code. Realtors state that property values may increase if the City has its own zip code and possibility insurance rates may also change. | 3/16/2021 | CM and Comm. Shuck | CM and Comm. Reviewed USPS information necessary for changing zip code. CM reached out to OCPA to see if Belle Isle could substitute for Orlando on property page which may lessen confusion. | Discuss response from OCPA. Develop "pro/con" list for Council review. Check with service providers to see if utility taxes are being sent to Orlando for homes in Bl. Item tabled indefinitely. |
| Traffic Calming Requests/Projects | With the completion of the TMP as well as other traffic requests, the staff will track them here for Council information. | 4/6/2021 | CM, CE, PW, BIPD | Speed Humps Requested: Seminole, Cullen Lake Shore Drive, Oak Island Road, LCS, Daetwyler Shores. Speed Limit Reduction: Judge Rd, Daetwyler Shores All-Way Stop on Via Flora. Seminole in data gathering (temp. speed humps in place). Indian Drive and Barby Lane demand on Seminole decision. Daetwyler Shores scheduled for next budget year; CLSD and OIR were sent application packets. Speed reduction on Judge started (35 MPH). All-Way stop at Via Flora and Flowertree completed. Last traffic count on Seminole started. Seminole data complete and justifies installation of speed humps. OCFD has no issues with speed humps. Discussion with BIPD on active enforcement for next 4 months on Seminole. If placed on Seminole, then speed humps should be placed on | City to start planning for RRFB on Hoffner and Pleasure Island and Hoffner and Peninsular. City to start discussion with OC on TSP projects developed by Traffic Consultant. Projects placed on City CIP. City Manager to meet with Orange County Engineering and Commissioner Uribe to discuss Hoffner Avenue Projects for support with projects on Hoffner. Still waiting for meeting with Commissioner Uribe. No update on Hofner meeting. Staff looking at other projects. |
| ARPA Funding | American Recovery Plan Act (ARPA) funds to be received from State for funding eligible projects. FLC estimates City will receive \$3.6 million in funding over 2 years | 7/20/2021 | CM/DoF | City sent all required information to FLC. FLC is the coordinating agency for NEU cities in Florida. DFEM is developing agreement for NEU cities. | Waiting on FLC to provide additional information once it's received from the state. Funding agreement with FDEM approved. FDEM contacted the City that all documents are in order for first payment of \$1,826,090 for first year payment. Total amount is \$3,626,180 (distributed over two years in equal amounts). City received its first payment. Staff reviewing additional information as it becomes available. |
| Redistricting | Every ten years, with the decennial census, the City is to review its districts to determine if the boundaries need to be redrawn to get an even number as possible for each district. The city council appointed eight (8) city electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the city in any other capacity. The Committee has 120 days to complete its work and present it to the Council. | 7/20/2021 | CM/Clerk | Committee met on 7/28/21 to organize. Chair, Vice-Chair, and Secretary were chosen. City Manager went over the duties of the Committee and spoke about Sunshine Laws. | Next meeting is August 11. Materials will be passed out along with instructions. State to certify census numbers on August 12. Committee will meeting on September 8 to look at total numbers and try to come up with District map. Redistricting Committee came up with a new districting map. Counts are being verified. Meeting on October 6 to verify the counts |
| Palm Square Condos | The City was alerted to building problems at Palm Square Condos. | 7/18/2021 | CM/UES/CE | City Inspectors found multiple issues with the building. Building Inspector inspected the area and found multiple violations. Fire Marshall inspected the building and found multiple violations. Department of Health inspected a sewage overflow and is taking action. City Engineer and Structural Engineer inspected the building. Staff reviewing the report. City contacted the property manager with a report. Property Manager will hire an engineer to review deficiencies in the building. | Staff will set up a meeting with the property manager to discuss solutions to correcting the deficiencies. City received preliminary engineer report on deficiencies. City sent the report to the property manager. Property manager will send their report to the City when received. Then City and Property Manager will meet to determine path to get the deficiencies corrected. No update |