



city council agenda

Agenda
August 07, 2018 * 6:30 PM
City Council Meeting
City Hall Chambers, 1600 Nela Avenue

Lydia Pisano Mayor	Kurt Ardaman City Attorney	Bob Francis City Manager	Ed Gold District 1	Anthony Carugno District 2	Jeremy Weinsier District 3	Mike Sims District 4	Harv Readey District 5	Jim Partin District 6	Sue Nielsen District 7
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Welcome

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

1. Call to Order and Confirmation of Quorum

2. Invocation and Pledge to Flag - Harv Readey - Commissioner District 5

3. Consent Items

- a. Approval of the City Council Executive Session minutes – June 19, 2018 – Page 3
- b. Approval of the City Council Regular Session minutes – June 19, 2018 – Page 4
- c. Approval of the City Council Workshop Session minutes – June 29, 2018 – Page 9
- d. Approval of the City Council Regular Session minutes – July 3, 2018 – Page 11
- e. Approval of the City Council Workshop Session minutes – July 24, 2018 – Page 15
- f. RESOLUTION NO. 18-09 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN EXTENSION OF A LOAN COMMITMENT FROM CENTERSTATE BANK IN A COMMITMENT AMOUNT OF \$750,000.00 AND HAVING A MATURITY DATE OF OCTOBER 19, 2018; AND PROVIDING FOR AN EFFECTIVE DATE. – Page 26
- g. RESOLUTION NO. 18-10 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE CITY MANAGER TO DRAW FUNDS ON APPROVED LINE OF CREDIT FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR HVAC EQUIPMENT AT CORNERSTONE CHARTER ACADEMY; REPAYMENT;AND PROVIDING FOR AN EFFECTIVE DATE. – Page 29

4. Citizen's Comments

Persons desiring to address the Council MUST complete and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the lectern, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff or audience. **Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes.** Questions will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you.

5. Unfinished Business

- a. ORDINANCE 18-08 – SECOND READING AND ADOPTION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING AND REPLACING ORDINANCE 17-07 AND AMENDING CHAPTER 4, SECTION 4-1 OF THE BELLE ISLE CITY CODE TO DESIGNATE CERTAIN AREAS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY AS A RESTRICTED HUNTING AREA; PROVIDING FOR DEMARCATION OF THE RESTRICTED HUNTING AREA; PROVIDING FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF CITY DEPARTMENTS; PROVIDING FOR PENALTIES, SETTING FORTH UNLAWFUL CONDUCT, AND COMPLIANCE METHODS; PROVIDING FOR CONFLICTS AND REPEAL, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. – Page 31
- b. ORDINANCE NO. 18-09 - SECOND READING AND ADOPTION - AN ORDINANCE GRANTING REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP AN EXCLUSIVE SOLID WASTE AND RECYCLING COLLECTION SERVICE FRANCHISE; PRESCRIBING THE

"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 100

TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF CERTAIN PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. – Page 36

[c.](#) Approval of Donation Agreement with Thirumala Property's LLC – Page 39

[d.](#) Approval of FDEP Contract to purchase Cross Lake Beach – Page 50

6. New Business

[a.](#) Approval of Interlocal Agreement with Orange County for additional street sweeping 57

7. Attorney Report

8. City Manager Report

[a.](#) Traffic Study Open House Results – Page 72

[b.](#) Issues Log – Page 97

c. Chief's Report

10. Council Reports

9. Mayor's Report

11. Adjournment



city council minutes

MINUTES
June 19, 2018
City Council Special Called
Executive Session - 5:30pm

The Belle Isle City Council met in a Special Called Executive session on June 19, 2018, at 5:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Lydia Pisano
Commissioner Anthony Carugno
Commissioner Mike Sims
Commissioner Gold
Commissioner Sue Nielsen

Absent was:

Commissioner Jeremy Weinsier
Commissioner Harvey Readey
Commissioner Jim Partin

Also present were City Manager Bob Francis, Attorney Kurt Ardaman, City Attorney Dan Langley, Attorney Chris Conley, Court Reporter and Administrative Assistant Heidi Peacock.

CALL TO ORDER

Mayor Pisano called the Special Called Executive Session to order at 5:42 pm.

BUSINESS

Attorney Dan Langley, City Attorney stated that the City Attorney's Office has requested for a City of Belle Isle to conduct and Attorney/Client Executive Session of the Council to discuss the litigation that is pending in the case of the City of Belle Isle vs. Florida Fish and Wildlife Commission (FWC) Division of Administrative Hearing Case 18-001101. The City would like to seek the advice and opinions of the Council in regards to the pending litigation in regards to the strategy, litigation expenditures, and settlement discussions. In attendance, at the closed-door meeting, will be each member of the Council that is present the Mayor, City Attorney Kurt Ardaman, City Attorney Langley, Attorney Chris Conley, City Manager Bob Francis and the Court Reporter. No member of the public or any other City employee or personnel is permitted to attend during this closed session. This closed session is allowed pursuant to 286.011 Subsection 8. In accordance with this Statute, the City is required to have a Court Reporter transcribe every word that is said during the closed-door session. It is important for the purposes of the record that only one person at a time speaks, that they speak clearly and that the Court Reporter can hear every person. Once the litigation has been resolved the transcript of the proceeding will be available for public inspection and will become the minutes of this Executive Session.

Mayor Pisano adjourned the public portion for the meeting and opened the private portion once the public or City employees have left the room.

REOPEN PUBLIC MEETING

Mayor Pisano opened the public meeting after the Executive closed-door session.

Attorney Langley stated that the City has received a Settlement Agreement to set a restricted hunting area within the City limits. The terms are set forth in the agreement, as well as, an Exhibit A showing the restricted area. If the Council is in agreement with approving the Settlement Agreement he will ask for Council to give the Mayor, the City Manager, and the City Clerk the authority to execute the document on behalf of the City.

Comm Nielsen motioned to give authority to the Mayor, City Manager, and the City Clerk to execute the Settlement Agreement as presented.

Comm Gold seconded the motion which passed unanimously 4:0.

ADJOURNMENT

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 5:55 p.m.
Yolanda Quiceno, CMC, City Clerk



The Belle Isle City Council met in a regular session on June 19, 2018, at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Lydia Pisano
Vice Mayor/Commissioner Harvey Readey
Commissioner Gold
Commissioner Anthony Carugno
Commissioner Jeremy Weinsier
Commissioner Mike Sims
Commissioner Sue Nielsen

Absent was:

Commissioner Jim Partin

Also present was City Manager Bob Francis, Attorney Kurt Ardaman, Chief Houston and Admin Assistant Heidi Peacock.

CALL TO ORDER

Mayor Pisano called the regular session to order at 6:33 pm and the City Clerk confirmed quorum.

Comm Sims gave the invocation and led the Pledge to the flag.

Mayor Pisano called for a motion to excuse Commissioner Jim Partin.

Comm Gold motioned to excuse Commission Jim Partin's absence.

Comm Weinsier seconded the motion which passed unanimously.

CONSENT ITEMS

- a. Approval of the City Council meeting minutes for June 5, 2018
- b. Resolution 18-06 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AUTHORIZING COUNCIL MEMBERS AND THE CITY MANAGER AS SIGNATORIES ON THE CITY CHECKING ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- c. RESOLUTION NO. 18-07 - RESOLUTION AUTHORIZING COLLECTION OF SOLID WASTE FEES FROM THE RESIDENTS OF THE CITY OF BELLE ISLE FOR TAX YEAR 2018
- d. RESOLUTION 18-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING TRANSMISSION OF A PROPOSED NON-AD VALOREM STORMWATER UTILITY ASSESSMENT ROLL TO THE ORANGE COUNTY PROPERTY APPRAISER FOR INCLUSION ON THE NOTICE OF PROPOSED PROPERTY TAXES AND NON-AD VALOREM ASSESSMENTS PURSUANT TO SECTION 200.069, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

Comm Sims motioned to approve the consent items a-d as presented.

Comm Nielsen requested grammatical changes to the motion on Page 5 of the minutes.

Comm Gold requested adding the motion to the minutes which excused Comm Weinsier' and his absence.

Comm Carugno seconded the motion, with the changes as discussed. The motion passed unanimously 6:0.

CITIZEN COMMENTS

Mayor Pisano opened for citizen comments.

- Carla Stalker residing at 7410 Daetwyler Drive spoke in opposition of the short term rentals/AirBnBs.
- Pam Crotty residing at 6642 The Landings Drive spoke in support of the short-term rentals/AirBnBs.
- Machele Rowe residing at 3544 Country Lakes spoke in support of the short-term rentals/AirBnBs.
- Tam Nguyen residing at 3666 Country Lakes spoke in support of the short-term rentals/AirBnBs.
- Jerry Edge residing at 1806 Swann Avenue spoke in support of the short-term rentals/AirBnBs.
- Chris Shenefelt residing at 1722 Hoffner Avenue spoke in support of the short-term rentals/AirBnBs.
- Pam Lowe residing at 3543 Country Lakes Drive spoke in support of the short-term rentals/AirBnBs.

- Peter Kovachec residing at 5120 St. Germaine Avenue spoke in support of the short-term rentals/AirBnBs.

There being no further comments, Mayor Pisano closed citizen comments and opened for Board discussion.

UNFINISHED BUSINESS

a. Discussion on short term rentals

Mr. Francis presented a draft ordinance and stated that the staff has discussed and drafted the ordinance at length for Council review and approval. The proposed use allows very little economic value to the City of Belle Isle and Code Enforcement can be problematic. A few questions have been asked and not previously discussed is, what is the purpose for the policy change to allow short-term rentals? Is it beneficial to the community and Belle Isle in the long run?

Comm Nielsen said she believes there are other kinds of value besides economic. The idea of property owners sharing their homes with a traveler is a "Belle Isle" thing to do. In addition, we should respect that the older, long-term residents want to stay in Belle Isle and help them make that possible. The ordinance should be two pages because in the long run there are not going to be many short-term rentals in the City.

Comm Nielsen said most of the existing short-term rental homes are maintained because the extra income helps them keep their homes in good shape. She realizes that the City of Orlando does have the additional staff to enforce restrictions and we do not; however, there are currently only seven businesses operating in the City limits and believe an owner-occupied residence is the right course to take.

Comm Readey asked Mayor Pisano if she has any vested interest personally or with the company she is employed at with allowing short-term rentals/AirBnBs in the City. Mayor Pisano said no, she does not have any vested interest.

Comm Readey said there are several reasons to restrict the use mainly because we do not have the resources in this small City to enforce the ordinance. There are many who claim they will suffer financially if they cannot continue their business however, he is also on a fixed income and if he can no longer provide for his home he will sell and move on. He would like to maintain the integrity of the neighborhood for the benefit of its residents and the children.

Comm Gold asked what will be the burden to law enforcement or the City resources. There is currently no difference in regulation or enforcement of a short-term rental or a property owner who has daily visitors. He is in favor of regulating the laws for the purposes of telling success stories and lessons learned and cannot see any reason to prohibit the use.

Comm Carugno said Section 207.30 states no short-term rentals allowed in the City. This was placed in the code for a reason. Council has received several emails and letters in support and opposition from both sides and asked if it is possible to place the question on the next election ballot to get a response for everyone in the City and not just those who attend the meeting. Attorney Ardaman said there are prohibitions on placing certain questions on the ballot. He will have to research the request further and report back to Council at the following meeting.

Comm Weinsier discussed passing the ordinance, as restricted, then add or subtract as needed moving forward. Attorney Ardaman said amending the ordinance after the adoption is allowed as long as it doesn't prohibit or impose an inordinate burden on an allowable use. They further discussed passing the ordinance on a trial basis. Attorney Ardaman said he is reluctant to do so because it may cause other issues and impose an expensive proposition to those homeowners. Comm Weinsier shared his concern with owner-occupied homes and further guidance on the over burdensome ordinance.

Attorney Ardaman further added that the City cannot prohibit the number of short-term rentals or restrict the duration or frequency.

Discussion ensued on the regulation process. After discussion, Comm Readey motioned to schedule a work session to discuss short-term rentals further before passing the ordinance.

Comm Nielsen seconded the motion for discussion.

Comm Gold asked that the ordinance is re-written in a simpler form.

Comm Carugno asked to table to the discussion.

Comm Nielsen amended the motion to allow the existing AirBnB operators continue their business in the interim and not enforce the City's code to those who have identified themselves. Discussion ensued.

Comm Gold seconded the motion.

Comm Readey accepted the amendment.

Upon roll call, the motion to pass the amendment failed 3:3,

Comm Readey, nay
Comm Weinsier, nay
Comm Carugno, nay
Comm Gold, aye
Comm Sims, aye
Comm Nielsen, aye

Comm Readey motioned to schedule a work session to discuss short-term rentals further before passing the ordinance.

Upon roll call, the motion to schedule a work session passed 4:2,

Comm Readey, aye
Comm Weinsier, aye
Comm Carugno, aye
Comm Gold, nay
Comm Sims, aye
Comm Nielsen, nay

Comm Nielson motioned to instruct Code Enforcement not to enforce the ordinance on the existing AirBnB operators until City Council passes an ordinance. Attorney Ardaman said he does not recommend overruling enforcement of an ordinance on the books.

Comm Gold seconded the motion.

Upon roll call the motion to not enforce the ordinance in the interim passed 4:2,

Comm Readey, aye
Comm Weinsier, nay
Comm Carugno, nay
Comm Gold, aye
Comm Sims, aye
Comm Nielsen, aye

Council consensus was to schedule the workshop to further discuss short-term rentals for July 29th, 2018 at 9:00 am.

- b. ORDINANCE NO. 18-06 - FIRST READING AND CONSIDERATION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY CODE ENACTING A FERTILIZER MANAGEMENT ORDINANCE REGULATING THE APPLICATION OF FERTILIZER TO LAWNS AND TURF IN THE CITY OF BELLE ISLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEASONAL RESTRICTIONS ON FERTILIZER APPLICATION; PROVIDING RESTRICTIONS FOR FERTILIZER CONSTITUENTS PHOSPHORUS AND NITROGEN; PROVIDING FOR RESTRICTIONS IN RATES OF FERTILIZER APPLICATION; PROVIDING FOR TRAINING REQUIREMENTS FOR COMMERCIAL APPLICATORS OF FERTILIZER; PROVIDING FOR EXEMPTIONS; PROVIDING FOR VARIANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR INCLUSION INTO CODE; AND PROVIDING FOR CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Comm Nielsen motioned to advance Ordinance No. 18-06 to a second reading and adoption.

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

- c. **ORDINANCE NO. 18-07 - FIRST READING AND CONSIDERATION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, ADOPTING A 90-DAY MORATORIUM ON LOT SPLITS AS GOVERNED BY SECTION 50-33(6) OF THE CITY CODE; PROVIDING THAT THE CITY SHALL NOT ACCEPT, PROCESS, OR CONSIDER LOT SPLIT APPLICATIONS DURING THE MORATORIUM; PROVIDING FOR EXTENSION, EXPIRATION, AND RENEWAL OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, NONCODIFICATION, AND AN EFFECTIVE DATE.**

**Comm Nielsen moved Ordinance No. 18-07 to a second reading and adoption.
Comm Carugno seconded for discussion and asked why?**

Mr. Francis said the 90-day moratorium on lot splits per Section 50-33(6) must be done by ordinance and will give staff time to research problems, issues and long-term detrimental impacts to residents, structures, property values or any other adverse impacts from lot splits. The City will not accept any lot splits for 90 days. Mr. Francis said the City has not received any new applications to date. Discussion ensued.

Council discussed the purpose and need for the Ordinance. Comm Nielsen said the Planning & Zoning Board have been granting variances that do not meet the criteria in the City's land development code. The City must decide if (1) we need to keep the land development code as written, or (2) provide training to the Planning & Zoning Board members.

Upon roll call, the motion to advance Ordinance 18-07 passed 4:2,

**Comm Readey, aye
Comm Weinsier, aye
Comm Carugno, aye
Comm Gold, nay
Comm Sims, nay
Comm Nielsen, aye**

**Comm Nielsen moved to direct the City Attorney and City Manager to provide training for the Planning & Zoning Board on an annual basis so that they understand their role under Sunshine Law and Ethics Training.
Comm Sims seconded the motion which passed unanimously 6:0.**

- d. Discussion of proposed charter change requiring 60% public support for future charter changes.
Mr. Francis said at a previous meeting Council discussed a charter change requiring a 60% elector change.

Comm Weinsier said the change allows for a larger majority to make any future charter changes.
Comm Weinsier motioned to direct the City Attorney to prepare a proposed change that must pass by at least 60% of the total vote at an election.

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

ATTORNEY'S REPORT – no report.

CITY MANAGER'S REPORT

Mr. Francis reported on the following,

- a. NAV Board June 12, 2018 meeting synopsis attached for review.
- b. Mr. Francis asked if the City will be having the July 3rd Council meeting. Council consensus was yes.
- c. Dock at 2495 Trentwood – Mr. Francis said he met with the homeowner and have come to a mutual agreement and will soon be repaired.
- d. Issues Log
 - a. *Gene Polk Park – The City is waiting for a letter from EPD to move forward*
 - b. *Street Paving – He is awaiting a few curb repair quotes before moving forward with the milling projects.*
 - c. *Stormwater – LCS project started yesterday and should take about 2-months.*
 - d. *Traffic Study – On June 21st from 6-8pm the consultant will be available for a community meeting to discuss the City Wide Transportation Master Plan.*

- e. *Fountain – The fountain at Overlook and Nela has been delivered and the staff is scheduling the project start date.*
- f. *Wallace & Matchett – Recently zoned open space. The City has received a donation from Community Fruit Trees and staff has planted 11 fruit trees against the wall towards the athletic field.*
- g. *Perkins Boat Ramp – Project has been completed. There is a new rule in place that will allow parking of the trailers inside the gate and vehicles must be parked outside on the street due to parking issues.*
- h. *Acquisition of City Property – Waiting on the appraisal for Cross Lake. He will be ordering a Phase 1 Environmental report before extending a purchase. He just received the survey, metes, and bounds for 2635 McCoy being donated to the City.*
- i. *Charter School – A letter was sent to the Cornerstone Board asking for a joint meeting.*
- j. *Strategic Plan – Council will need to schedule a strategic plan in the near future.*
- k. *Municipal Code Update – Annexation has been completed for the Hoffner and Randolph area and will present to Council at a future meeting.*
- l. *Tree City USA – The application has been approved by the State and forwarded to the National Arbor Foundation for approval.*
- m. *Sustainability – Waiting for a quote for solar panels for the Police Department.*
- n. *Bird Sanctuary – The staff had a special meeting on the continued court case with FWC. The Settlement Agreement has been accepted. The agreement states that the area will be a restricted hunting area which includes a 200-foot buffer from the shoreline on the entire south, central and south shore of the north lake.*
- o. *Mr. Francis provided a proposed budget calendar for the upcoming meetings.*
- p. *OC Public Works - They are requesting a letter of support from the City to promote Quiet Zones around the railroad crossings.*
- q. *Mr. Francis will add Traffic concerns on the issues log for continued updates.*
- r. *Wallace Field – The school has changed on how they are applying their fertilizer and the City will continue to work with the school to get the runoff resolved.*

CHIEF'S REPORT

Chief Houston reported on the following,

- a. The Officers continue to enforce traffic on Hoffner. They have issued 70 tickets in a 2-day period.
- b. Telephone scams continue on the high. If anyone is aware of any scams please notify the office.
- c. Several felony arrests out of the Wawa location. The Agency continues to protect the borders around the City.
- d. Chief Houston reported that the FL Department of Law Enforcement - JAG Grant Program has issued a Grant for funding of body cameras in the amount of \$10,000. They are asking for a letter from the Mayor that the City approves the distribution of the funds.

Comm Weinsier moved in compliance with State of Florida Rule 119-D-9 FAC the Belle Isle City Council approves the distribution of \$10,000 of Federal Fiscal funds 2016 from the Edward Memorial Justice Assistance Grant regular funds for the Body Camera project from Orange County to the Belle Isle Police Department.

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

MAYOR'S REPORT – no report.

COUNCIL REPORTS

- **Comm Sims reported that his representative Greg Templin from the Planning & Zoning Board has resigned. He would like to publicly thank him for his 8-years of service. As the District 4 Commissioner, he is nominating Randy Holihan as the replacement for the Planning & Zoning Board – District 4.**
Comm Gold seconded the motion which passed unanimously 6:0.
- Mr. Weinsier reported that he will not be available for most of the month of July and would like to request Council approval.

ADJOURNMENT

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 8:37 p.m.

Yolanda Quiceno, CMC, City Clerk



city council minutes

MINUTES
June 29, 2018 * 9:00 a.m.
City Council Workshop Session

The Belle Isle City Council met in a City Council Workshop Session on June 29, 2018, at 9:00 a.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present:

Mayor Pisano
Commissioner Gold
Commissioner Carugno
Commissioner Weinsier
Commissioner Readey
Commissioner Sims
Commissioner Partin
Commissioner Nielsen

Absent:

N/A

Also present: Attorney Chris Connelly, City Manager Bob Francis, Chief Houston, and Administrative Assistant Heidi Peacock. Meeting audio is available on the City's website at www.cityofbelleislefl.org and at City Hall.

CALL TO ORDER

Vice Mayor Readey called the meeting to order at 9:08 am due to the Mayor's absence. Comm Nielsen gave the invocation and led the pledge to the flag.

Mayor Pisano joined the meeting at 9:08 am.

1. DISCUSSION OF SHORT TERM RENTALS

Attorney Chris Connelly gave a brief overview of two Attorney General Opinions in pursuing vacation rentals. He stated to the extent that we have an existing ordinance that does not currently forbid vacation rentals or substantially hampers the use we will be in a good position to move forward in modifying the City's ordinance when the State law changes. He further stated if the City modifies the ordinance to forbid the use entirely the City may be open to a potential class action lawsuit.

Council discussed owner-occupied short term rentals and modifying the current ordinance to allow for reasonable restrictions that may stand up to the challenge, protect the neighborhoods in the City and correspond with the State law. Discussion ensued on staff enforcement of the code, permitting guidelines and a severability clause allowing for unforeseen challenges.

Code Enforcement Officer Winters spoke briefly on the enforcement process and said existing AirBnBs are hard to find. She noted that it would be beneficial to place restrictions on the use and collect an annual license/registration fee. Requiring an annual license will help staff track the number of businesses in the City to ensure that they are following the guidelines of the code.

Attorney Connelly read and spoke briefly on SS. 196.061 regarding the substantial use of the property and the rental of all or substantially all of a dwelling previously claimed to be a homestead for tax purposes shall constitute the

abandonment of such dwelling as a homestead, and the abandonment continues until the dwelling is physically occupied by the owner.

Mayor Pisano was excused to attend previously scheduled a meeting.

Attorney Connelly addressed Accessory Uses / Sec 50-103 of the City code. He said the City can modify the ordinance and define the use of a short-term rental as an accessory use or special exception on a trial basis for less than 364 days. After discussion, Council consensus was to have the City Attorney research the option.

Council discussed the following points for guidance to include in the proposed ordinance,

1. The Attorney General says that a City cannot limit the number of vacation rentals on City streets or neighborhoods or frequency of use;
2. The City cannot deny or approve a license based on a Home Owners Association's rules and regulations;
3. Staff should be able to track the short-term rental businesses in the City by creating a registration process (e.g. proof of ownership, life safety inspections with Fire Marshall approval and display of license permit numbers on all ads/publications);
4. The proposed ordinance must align the number of parking spaces for guest with the section of the code prohibiting parking on the grass;
5. Add a provision that states, it is a code infraction to violate the Florida Criminal Law;
6. Limit the number to two rooms per dwelling and the two persons per room;
7. Violations for no license, penalties and imposed fines should be issued in 3-tiers (e.g. first, second and third offense);
8. Provide the homeowner a hearing process for disputing violations through the Special Magistrate which may incur administrative processing fees up to \$500;
9. New and existing short-term rentals will be required to apply for a license and start following the ordinance in place;
10. Utilizing multiple dwellings as a short-term rental on a property will not be allowed;
11. Create a brochure/pamphlet with the rules and regulations available with the application form;
12. Require the numbering of the dwelling to be in fluorescent letters to be seen at night;
13. Define owner-occupied to mean, the owner must be accessible at any time;
14. Must be registered with the tax collector and department of revenue.
15. Council requested further research to add the provision that the dwelling requires homestead exemption to qualify for a license.

ADJOURNMENT

There being no further business, Vice Mayor Readey called for a motion to adjourn, unanimously approved at 11:10 a.m.

Yolanda Quiceno
CMC-City Clerk



city council minutes

MINUTES
July 3, 2018
City Council Regular Session:
Regular Session 6:30 pm

The Belle Isle City Council met in a regular session on July 3, 2018, at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Lydia Pisano
Vice Mayor/Commissioner Harvey Readey
Commissioner Gold
Commissioner Anthony Carugno
Commissioner Jeremy Weinsier
Commissioner Jim Partin
Commissioner Sue Nielsen

Absent was:

Commissioner Mike Sims

Also present was City Manager Bob Francis, Attorney Kurt Ardaman, Chief Houston, Admin Assistant Heidi Peacock and City Clerk Yolanda Quiceno.

CALL TO ORDER

Mayor Pisano called the regular session to order at 6:30 pm and the City Clerk confirmed quorum. Comm Gold gave the invocation and led the Pledge to the flag.

Mayor Pisano called for a motion to excuse Comm Sims from tonight's meeting.

Comm Gold motioned to excuse Comm Sims for tonight's meeting.

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

CONSENT ITEMS – no report

CITIZEN COMMENTS

Mayor Pisano opened for citizen comments.

- Holly Bobrowski residing at 2400 Hoffner Avenue spoke in opposition of allowing AirBnB's in the City.

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

UNFINISHED BUSINESS

- a) ORDINANCE NO. 18-06 - SECOND READING AND ADOPTION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY CODE ENACTING A FERTILIZER MANAGEMENT ORDINANCE REGULATING THE APPLICATION OF FERTILIZER TO LAWNS AND TURF IN THE CITY OF BELLE ISLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEASONAL RESTRICTIONS ON FERTILIZER APPLICATION; PROVIDING RESTRICTIONS FOR FERTILIZER CONSTITUENTS PHOSPHORUS AND NITROGEN; PROVIDING FOR RESTRICTIONS IN RATES OF FERTILIZER APPLICATION; PROVIDING FOR TRAINING REQUIREMENTS FOR COMMERCIAL APPLICATORS OF FERTILIZER; PROVIDING FOR EXEMPTIONS; PROVIDING FOR VARIANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR INCLUSION INTO CODE; AND PROVIDING FOR CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

City Manager read by title.

Comm Nielsen moved to adopt Ordinance 18-06.

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

- b) ORDINANCE NO. 18-07 - SECOND READING AND ADOPTION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, ADOPTING A 90-DAY MORATORIUM ON LOT SPLITS AS GOVERNED BY SECTION 50-33(6) OF THE CITY CODE; PROVIDING THAT THE CITY SHALL NOT ACCEPT, PROCESS, OR CONSIDER LOT SPLIT APPLICATIONS DURING THE MORATORIUM; PROVIDING FOR EXTENSION, EXPIRATION, AND RENEWAL OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, NONCODIFICATION, AND AN EFFECTIVE DATE.

City Manager read by title.

**Comm Nielsen moved to adopt Ordinance 18-07.
Comm Readey seconded the motion.**

Comm Gold said he is opposed to this Ordinance and is not necessary to uphold the process.

Comm Carugno asked for clarification on the purpose of the Moratorium.

Mr. Francis said the reason for the moratorium was to give the City staff time to address the problems, issues, impacts, and concerns and to determine if there will be long-term detrimental impacts to residents, structures, property values and other adverse impacts from lot splits.

Comm Weinsier requested a 60-day review for completion.

Upon roll call, the motion passed 4:2 with Comm Carugno, nay and Comm Gold, nay.

NEW BUSINESS

- a) ORDINANCE NO. 18-08- FIRST READING AND CONSIDERATION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING AND REPLACING ORDINANCE 17-07 AND AMENDING CHAPTER 4, SECTION 4-1 OF THE BELLE ISLE CITY CODE TO DESIGNATE CERTAIN AREAS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY AS A RESTRICTED HUNTING AREA; PROVIDING FOR DEMARCATION OF THE RESTRICTED HUNTING AREA; PROVIDING FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF CITY DEPARTMENTS; PROVIDING FOR PENALTIES, SETTING FORTH UNLAWFUL CONDUCT, AND COMPLIANCE METHODS; PROVIDING FOR CONFLICTS AND REPEAL, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. City Clerk read by title.

City Manager read by title.

Comm Nielsen motioned to advance Ordinance 18-08 to second reading and adoption.

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

- b) ORDINANCE NO. 18-09- FIRST READING AND CONSIDERATION: AN ORDINANCE GRANTING REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP AN EXCLUSIVE SOLID WASTE AND RECYCLING COLLECTION SERVICE FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF CERTAIN PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

City Manager read by title.

Comm Nielsen motioned to advance Ordinance 18-09 to second reading and adoption.

Discussion ensued on the increase for recyclable items and funding options.

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

- c) APPROVAL OF SCHOOL RESOURCE OFFICER AGREEMENT FOR FY 2018-2019

Mr. Francis said the contract is the same contract as the year prior with the exception that the SRO will be full time as required by the new law that passed regarding the Marjory Stoneman Douglas Safety Act. Chief Houston stated that the SRO will be a full-time position at the school and will not interfere with the rotation of the officers in the City. The City will be hiring an additional temporary seasonal employee that will be paid with monies received from the Orange County Public Schools.

Comm Nielsen motioned to approve the SRO Agreement with Cornerstone Charter Academy for 2018-2019.

Comm Readey seconded the motion which passed unanimously.

- d) DISCUSSION OF POLICY ON REIMBURSEMENT OF ATTORNEY FEES FOR INDIVIDUAL COUNCIL MEMBERS

City Manager Francis gave a brief overview of the State Attorney's investigation. Since the conclusion of the investigation, the City has received two requests for reimbursement of Attorney's fees from Comm Gold and Comm Readey. City Manager presented the invoices to Council for discussion and approval.

Comm Gold explained that other States mandate municipalities cover the cost of legal fees.

Attorney Ardaman said there are two provisions in Florida that speak to reimbursement of attorney fees. The Statute authorizes the City Council to reimburse fees. However, there is case law, with certain conditions (two-prong test), that requires reimbursement when it arises in connection with their performance of specific duties and serves public service.

Comm Carugno asked if the Florida League of Cities will cover the City Council's costs for errors and omissions. Attorney Ardaman said attendance in the Florida League of Cities Ethics Training does not cover or provide protection, indemnification coverage. However, the City may have an insurance policy that may cover the costs.

Mr. Francis said he submitted a claim with the Florida League of Cities, on behalf of Council, and was declined due to the type of request through the errors and omissions clause.

Comm Readey said the City Attorney at that time said that Council should obtain legal counsel in the matter with the State Attorney's Office. He further said the City will reimburse reasonable expenses if they are found innocent.

Comm Weinsier motioned to adopt a policy that tracks directly with the language in the case law read by the City Attorney. Comm Gold seconded the motion.

Comm Carugno disagrees with the reimbursement, however, is in agreement with developing a policy moving forward. Upon discussion, the motion passed to develop a policy unanimously 6:0.

Attorney Ardaman said the policy that will be reviewed will not be any different from the law that was then and now. The policy will formally recognize the law on a local level for the City Council. The two-prong test will be a City Council determination with a recommendation from the staff, City Manager, and City Attorney.

Comm Readey motioned to reimburse the attorney fees as submitted.

Discussion ensued on the open invoices and the required paperwork. Mr. Francis said, for the record, the City has not received an itemized billed with any of the invoices submitted.

City Council consensus was to have an itemized bill submitted to the City for review and further discussion.

ATTORNEY REPORT

Attorney Ardaman reported that the City has received a Dispute Resolution by the Lance's in regards to the variance that was denied recently. The City will be required to act quickly on the request and bring forward a recommendation to the City Council for approval. He will keep City Council updated as the process moves forward.

CITY MANAGER'S REPORT

City Manager Francis reported the following update,

- Submitted for quotes for street paving and curbing around the City Hall area which will include Nela, Gondola, Perkins, Idaho, Swann, Lake Drive and Overlook.
- The Traffic Study Community meeting held on June 21st was attended by only 20 residents. There is a survey online and at the front desk for citizen comment.
- Meeting with the contractor next week to discuss the traffic plan before construction of the fountain.
- Perkins Ramp project has been completed.
- The Bird Sanctuary project is closed.
- Annexation meeting schedule for the second meeting in August.
- The curb inlets were installed at the Lake Conway Shores lake lot.
- The City is waiting for FEMA reimbursement with Gene Polk Park. The City has challenged their decision for reimbursement.
- DEP has submitted the appraisal for Cross Lake at \$19,000.00. The City has scheduled a Phase 1 Environmental Report. On August 14, 2018, the NAV Board will then be required to give a recommendation to the Board of County Commission as to why this purchase should be allowed. He will be on vacation and asked for Council representation to speak on the purchase of Cross Lake.
 - Mayor Pisano said she will be in attendance. Mr. Francis said he will brief the Mayor with the key items on the project.
- Mr. Francis reported that the Bank of America building is up for sale and asked if Council will be interested in purchasing the property. The purchase of the property will be conducive to expanding the City limits. Comm Nielsen said it seems to be a good strategic move to continue to gather information.

Mayor Pisano said it would be beneficial to obtain a traffic study before moving forward. Comm Weinsier said he would like the City to show some financial benefit for the purchase of the property.

Comm Nielsen moved to ask the City Manager to continue the research for the purchase of the property and possible grants that can be obtained to cover the cost.

After discussion, Comm Carugno seconded the motion which passed 5:1 with Comm Readey, nay.

- Mr. Francis asked for consideration to change the time of the Budget Workshop to July 24th at 5:30 pm. Council consensus was to approve the time change.
- Mr. Francis gave an update of the City's request at the Cornerstone Charter School (CCA) meeting.
 - He reported that he received a report from the consultant requesting, (1) purchase of the property by the school and/or, (2) the City will continue to fund the buildings incurring significant debt because of the much-needed expansion. He added that there are some revisions to be made that will be reviewed before providing a copy to the Council for review
 - City Council sent a letter to the school Board appointing Alexa Dowlen and Karl Shuck to the two Board seats held by the City. Mr. Shuck was appointed; however, Alexa Dowlen was not because she is the current President of the PTSA. They asked that she keep the application current because she may be eligible after her PTSA term is up in a year.
 - After the last By-Laws change, the school went from eight to nine members in April 2017. The City requested that the additional Board seat be a voting seat for the City. When the current Mayor of Belle Isle gives up her seat that position will become a non-voting ex-officio member of the Board. The City will hold three seats on the Charter School Board, one ex-officio and two voting members.
 - The City discussed if Larry Ady will be appointed in his place. Chairman Brooks said that Mr. Ady said he believes he will be resigning from the Board.
 - The City also asked for a time limit change to the By-Law to include, if a CCA Board member misses two or more meetings a year they may forfeit their seats. The School Board denied the request because they felt the City should not be telling the School Board on how to do their business.
 - Mr. Francis gave a brief overview of their candidate process and said the School Board will solicit up to five candidates for the open seat and make the recommendation to the City Council for Approval.
 - City Council requested the formation of a City/CCA sub-committee of four members; Belle Isle will have one elected and a one-appointed member and CCA will have one-Board member and one-administrative official. The School Board believes there was no need to form a subcommittee and was happy with the relationship between the City Manager and the Board. The request was denied.
 - The City asked for a joint public meeting to discuss issues that have been in the public realm. CCA said the joint meeting will only take place when the City is ready to turn over the property to the school.
 - The last request was to have the financial consultant to make a presentation to the City Council. It was agreed once the report is final he will schedule a meeting with the City Manager.

Comm Nielsen thanked Mr. Francis for his attempts to forge the relationship with CCA. She provided a copy of the first page of CCA's Charter which states that the City has established the City of Belle Isle's Charter School, Inc. She would like to **research a pro-active role and change the frame of the discussion**

Comm Nielsen moved to authorize the City Manager and the City Attorney to discuss with Orange County Public Schools what can be done to have the Cornerstone Charter School Academy operate properly.

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

Attorney Ardaman said the City and CCA entered in two contracts with Orange County Public Schools. The question asked by Comm Nielsen is if the school is still a municipal charter school. It is a difficult process because the laws and the facts are not clearly defined.

CHIEF'S REPORT

Chief Houston reported on the recent arrest on Hoffner Avenue and gave a traffic update.

Chief Houston asked that residents be safe this Fourth of July. Fireworks are illegal in the State of Florida other than sparklers.

MAYOR'S REPORT – no report.

COUNCIL REPORTS

- **Comm Readey apologized for his outburst at the last meeting.**

ADJOURNMENT

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 8:08 p.m.

Yolanda Quiceno, CMC, City Clerk



MINUTES
July 24, 2018 * 5:30 p.m.
City Council Workshop Session

The Belle Isle City Council met in a City Council Workshop Session on July 24, 2018 at 5:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

- | | |
|--|--|
| <u>Present:</u>
Mayor Pisano
Commissioner Gold
Commissioner Carugno
Commissioner Readey
Commissioner Sims
Commissioner Nielsen | <u>Absent:</u>
Commissioner Weinsier
Commissioner Partin |
|--|--|

Also present: Attorney Dan Langley, City Manager Bob Francis, Chief Houston, Deputy Chief Grimm and City Clerk Yolanda Quiceno. Meeting audio is available on the City’s website at www.cityofbelleislefl.org and at City Hall.

CALL TO ORDER

Vice Mayor Readey called the meeting to order at 5:30pm due to the Mayor’s absence.

1. BUDGET DISCUSSION

City Manager Bob Francis said the workshop is an opportunity for the City Council to give direction for the 2018-2019 budget year and share some goals for each district and city-wide goals. After discussion, City Manager Francis asked that each Commissioner and Mayor, using the red and blue dots provided, select three-projects that a commissioner may want to see in their district and one city-wide project.

The following was presented and briefly discussed as part of the strategic planning for 2018-2019.

Discussion Boards By District

Select three (3) items - (Vote: Red Dots)
(District 1,2,4,5, 7 and Mayor)

Mayor

- Hoffner Bridge upgrades0
- BING Grant Program.....0

DISTRICT 1 – Comm Gold

- Drainage at LCE lake lot.....0
- LCE Fence0
- City-wide internet0
- LCE Wall on Hoffner (MSTU)1

DISTRICT 2 – Comm Carugno

- Cross Lake Beach.....0
- Wilkes Avenue Palk0
- Hoffner drainage0
- Wallace Street drainage0
- Hoffner lighting1

- Change Hoffner Avenue street sign to Hoffner Avenue.....0
- LCE brick wall.....0

DISTRICT 3 – Comm Weinsier

- N/A0

DISTRICT 4 – Comm Sims

- Curb/Sidewalk repair – S Curve.....0
- Landscape roundabout at Via Flora/Flowertree1
- Improve “Gateway” to Belle Isle via McCoy Road.....1
- Traffic calming on Daetwyler1

DISTRICT 5 – Comm Readey

- Finish Fountain0
- Wall on Overlook.....0
- Solar power to Police Department.....0
- LED lights on Nela Bridge0
- Replace curbing at Nela Avenue1
- Speed humps on Seminole1
- Paint street markings1
- Drainage on Nela/Homewood1

DISTRICT 6 – Comm Partin

- Drainage at Quando/Sol area.....0
- Boat ramp at LCE Lake lot1
- More funding from NAV Board0
- Lake Enforcement/Marine Patrol.....1

DISTRICT 7 – Comm Nielsen

- Trim dead wood from trees0
- BMP for drainage1
- Sustainable features to imp1
- Picnic tables/Garden at Wallace Park1
 - Name Wallace Park
- Event sign for C.H.1

Citywide Projects

**Select one (1) item - (Vote: Blue Dots)
(District 1,2,4,5, 7 and Mayor)**

Citywide Projects from Council

- City sponsored events1
- Strategic Plan.....0
- Planning & Zoning Board Training.....0
- Develop alternative revenue.....0
- BMP for drainage1
- Hoffner Bridge upgrades0
- Annexation/Revenue sources0
- Wider sidewalks0
- Traffic improvements at Wawa/CVS0
- Underground utilities3
- Flooding at Seminole/Daetwyler.....1

Citywide Projects from Staff

- City building.....2
 - 2 new Officers
- Annexation / Funding7
- MSTU – Sidewalk & Roads (Constant Source)4
- Public Safety Boat Ramp at Wallace Field (Partner with OCFD).....4
- Identify Grant defunding opportunities3
- Improve senior communication (seminars)0
- Marine Patrol Lake Safety Funding (elected officials contacting legislature)1
- Elected Officials & Staff searching for alternative funding sources4
 - “Revive the Tribe”
- Speed trailer device w/recording0

ADJOURNMENT

There being no further business, Mayor Pisano called for a motion to adjourn, unanimously approved at 6:22 p.m.

Yolanda Quiceno
CMC-City Clerk

DRAFT

City Building

Staff Recommendations

* Annexation - Funding

MSTU - Sidewalk & Roads (Constant Source)

Public Safety Boat Ramp @ Wallace - OCFD Partner

2 new officers

Identify Grant Funding Opportunities

* Improve Senior Communication
Senior Educational Seminars, Expos

Marine Patrol / Lake Safety Funding (Elected Officials Contracting Legislature)

Elected Official & Staff searching for alternate funding sources. "Revive the Tribe"

Speed Trailer ^{device} w/ recording

07/25/2018 07:34

MAYOR

- HOFFNER BRIDGE UPGRADES

- UNDERGROUND UTILITIES ●●●

- Revenue - Annexation

- Bing Grants

07/25/2018 07:34

DISTRICT 7

- CITY SPONSORED EVENTS
- TRIM DEAD WOOD
- BMP FOR DRAINAGE ● ●
- SUSTAINABLE FEATURES TO IMP.
- PICNIC TABLES/GARDEN AT WALLACE
- NAME WALLACE
- ● EVENT SIGN FOR C.H.
- STRATEGIC PLAN
- P+Z TRAINING
- DEVELOP ALL REVENUES

07/25/2018 07:36

DISTRICT 6

- DRAINAGE IN QUANVO/SOL AREA
- BOAT RAMP AT LCE LAKE LOT ●
- BMP FOR DRAINAGE ● ●
- MORE FUNDING FROM NAV. BD.
SUSTAINABLE FEATURES TO IMP.
- LAKE ENFORCEMENT ●
- NA-MARINE PATROL

07/25/2018 07:36

DISTRICT 5

- REPLACE CURBING ON NECLA
- SPEED HUMP - SEMINOLE
- FINISH FOUNTAIN
- WALL ON OVERLOOK
- PAINT STREET MARKINGS
- SOLAR PWR TO BIPD
- LED LIGHTS ON NECLA BRIDGE
- DRAINAGE ON NECLA/HOMEWOOD

07/25/2018 07:36

District 4

- LANDSCAPED ROUNDABOUT AT VIA FLORA/ FLOWER TREE
- IMPROVE "GATEWAY" TO B.I. VIA MCCOY RD.
- TRAFFIC CALMING ON DAETWYLER
- CURB/SIDEWALK REPAIR - CHICANE
- FLOODING AT SEMINOLE/DAETWYLER

07/25/2018 07:35

D1 DISTRICT 4

DISTRICT 2

- CROSS LAKE BEACH
- WILKES AVE. PARK
- HOFFNER DRAINAGE
- WALLACE ST. DRAINAGE
- HOFFNER LIGHTING
- HOFFNER BRIDGE UPGRADES

CITY-WIDE

- FLOODING AT SENATOR DREW TWYLER
- FLOODING AT SENATOR DREW TWYLER
- WIDER SIDEWALKS
- BRICK WALL
- TRAFFIC IMPROVEMENTS AT WILKES/CROSS
- HOFFNER RD TO HOFFNER AVE.

07/25/2018 07:35

D, DISTR.

DISTRICT 1

- DRAINAGE AT LCE LAKE LOT

- LCE FENCE

- LEE WALL ON HOFFNER • I.

(MSTU)

- CITY-WIDE INTERNET

07/25/2018 07:35

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... AVE.

1 **SECTION 1.** This Resolution is adopted pursuant to the provisions of Chapter
2 166, Part II, Florida Statutes, the City of Belle Isle Charter, and other
3 applicable provisions of law (the "Act").

4 **SECTION 2.** The City hereby approves the extension of Loan #1120343635 from
5 CenterState Bank () upon the terms set forth in the Loan Agreement Letter, dated
6 November 15, 2011, the Loan Agreement, dated July 19, 2012, and the extension
7 letter, dated July 26, 2018, a copy of which is attached hereto and incorporated
8 herein by reference. The City Manager is hereby authorized and directed to
9 accept the terms of the Loan Commitment by execution thereof and delivery to the
10 CenterState Bank.

11
12 **SECTION 3.** This Resolution shall take effect immediately upon its passage.

13
14 _____
15 Lydia Pisano, Mayor

16 ATTEST: _____
17 YOLANDA QUICENO, CITY CLERK

18
19 _____
20 APPROVED AS TO FORM AND LEGALITY
21 CITY ATTORNEY

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that
4 the above and foregoing Resolution 18-09 was duly and legally passed and adopted
5 by the Belle Isle City Council in session assembled, at which session a quorum
6 of its members were present on the _____ day of August 2018.

7

8 _____

9 Yolanda Quiceno, City Clerk

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1 **SECTION 1.** The City Council authorizes the City Manager to draw funds on
2 the approved line of credit on Loan #1120343635 up to \$250,000 for the purchase
3 and installation of HVAC equipment for the Cornerstone Charter Academy.

4 **SECTION 2.** The repayment of these funds and interest accrued will be
5 paid from the City's General Fund not later than October 19, 2018.

6
7 **SECTION 3.** This Resolution shall take effect immediately upon its
8 passage.

9
10 _____
11 Lydia Pisano, Mayor

12 ATTEST: _____
13 YOLANDA QUICENO, CITY CLERK

14 _____
15 APPROVED AS TO FORM AND LEGALITY
16 CITY ATTORNEY

17
18 STATE OF FLORIDA

19 COUNTY OF ORANGE

20 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that
21 the above and foregoing Resolution 18-10 was duly and legally passed and adopted
22 by the Belle Isle City Council in session assembled, at which session a quorum
23 of its members were present on the _____ day of August 2018.

24
25 _____ Yolanda Quiceno, City Clerk

ORDINANCE 18-08

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING AND REPLACING ORDINANCE 17-07 AND AMENDING CHAPTER 4, SECTION 4-1 OF THE BELLE ISLE CITY CODE TO DESIGNATE CERTAIN AREAS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY AS A RESTRICTED HUNTING AREA; PROVIDING FOR DEMARCATION OF THE RESTRICTED HUNTING AREA; PROVIDING FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF CITY DEPARTMENTS; PROVIDING FOR PENALTIES, SETTING FORTH UNLAWFUL CONDUCT, AND COMPLIANCE METHODS; PROVIDING FOR CONFLICTS AND REPEAL, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Belle Isle (“City”) recognizes that the City is densely populated and developed with numerous recreational activities and uses occurring within the City and, in particular, around and within the Conway Chain of Lakes, including but not limited to, boating, canoeing, and air travel; and

WHEREAS, the City recognizes that many residents within the City, including those who own lots and developed properties proximate to the Conway Chain of Lakes, who have docks extending into the Conway Chains of Lakes, or who otherwise utilize and appreciate the Conway Chain of Lakes, have raised numerous safety related issues as to the taking of game with a gun within certain areas within the jurisdictional limits of the City; and

WHEREAS, the City recognizes that the City’s unilateral declaration that the City be recognized as a bird sanctuary, critical wildlife area, or restricted hunting area requires—to be effective—the assent and agreement of the Florida Fish and Wildlife Conservation Commission (“FWC”); and

WHEREAS, the City understands that section 379.104, Florida Statutes, codifies the Florida Legislature’s recognition that “the citizens of Florida have a right to hunt, fish, and take game, subject to the regulations and restrictions prescribed by general law and by s. 9, Art. IV of the State Constitution”; and

WHEREAS, the City understands that the FWC has the constitutional mandate to “exercise the regulatory and executive powers of the state with respect to wild animal life” and, pursuant to this constitutional authority, has enacted Florida Administrative Code Chapter 68A-19, which sets forth regulations and requirements for restricted hunting areas; and

WHEREAS, the City desires to balance the rights and privileges of lawfully hunting and taking game within the City’s jurisdictional limits with the inherent safety concerns raised when individuals are allowed to hunt or take game within a developed and intensely utilized municipality in terms of air, land, and water body travel and activity; and

WHEREAS, the City previously sought a bird sanctuary designation throughout the entirety of the City’s jurisdictional limits, but the City has since worked extensively with FWC regarding alternative options and resolutions that will adequately protect and afford the greatest benefit to the City and the policies described herein; and

WHEREAS, on or about June 19, 2018, the City and FWC made and entered into that certain amicable Settlement Agreement relating to the subject matter of this ordinance and which functions as the mutually agreeable implementation of the City’s goals and the FWC’s existing administrative code regulations; and

WHEREAS, the City determines, in accordance with Florida Administrative Code Chapter 68A-19, certain portions of the waters and tracts of land within the City’s current jurisdictional limits should be and are hereby made and declared a restricted hunting area as set forth herein.

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

SECTION 1. Recitals. The above recitals are hereby ratified, confirmed as true, and are made part of this Ordinance.

SECTION 2. Restricted Hunting Area Designation. In accordance with Chapter 68A-19, Florida Administrative Code, the following area within the city limits of the City of Belle Isle is hereby declared a restricted hunting area:

- a. All uplands within the City’s jurisdictional limits;
- b. An area extending from the mean high water line of Lake Conway along all upland shoreline within the City’s jurisdictional limits to two hundred (200) feet in to the waters of Lake Conway as delineated in red on the attached Exhibit “A”; and
- c. An area extending from the mean high water line of Little Lake Conway along all upland shoreline within the City’s jurisdictional limits on the Lake’s southern boundary to two hundred (200) feet into the waters of Little Lake Conway as delineated in red on the attached Exhibit “A.”

Exhibit “A” shall be referred to and commonly known as the “City of Belle Isle Restricted Hunting Area Designation Map.”

SECTION 3. Belle Isle City Code Amendment. Chapter 4, Section 4-1 of the Belle Isle City Code is hereby repealed and replaced in its entirety as follows:

Sec. 4-1. Restricted hunting areas.

(a) General. The following area within the city limits of the City of Belle Isle is hereby declared a restricted hunting area:

- i. All uplands within the City's jurisdictional limits;
- ii. An area extending from the mean high water line of Lake Conway along all upland shoreline within the City's jurisdictional limits to two hundred (200) feet in to the waters of Lake Conway; and
- iii. An area extending from the mean high water line of Little Lake Conway along all upland shoreline within the City's jurisdictional limits on the Lake's southern boundary to two hundred (200) feet into the waters of Little Lake Conway.

Such restricted hunting area shall include the airspace over and above the restricted hunting area. The City of Belle Isle Restricted Hunting Area Designation Map, as adopted by ordinance creating this section, shall be made available upon request, shall be publicly displayed at city hall and the city's police department headquarters, and may be displayed at other areas within the city at the city manager or his/her designee's discretion. Additionally, other formats and colors of the City of Belle Isle Restricted Hunting Area Designation Map shall be made available upon reasonable request.

(b) Prohibition. In accordance with Florida Administrative Code Rule 68A-19.006 (June 2018), no person shall take any wildlife in any restricted hunting area using a gun unless such taking is authorized by a permit issued by the Florida Fish and Wildlife Conservation Commission's ("FWC") executive director or his/her designee after consolidation and approval by the City and such taking meets the regulations and requirements of this section and Florida Administrative Code Rule 68A-19.006 (June 2018). For purposes of this subsection, the prohibitions set forth herein apply and extend to the unpermitted taking of wildlife with a gun upon the tracts of land designated in the restricted hunting area, upon or within the bodies of water embraced upon and designated in the restricted hunting area, and within the airspace over and above the restricted hunting area. Additionally, such prohibition shall also apply to and prohibit the unpermitted taking of wildlife with a gun within the restricted hunting area in circumstances where the wildlife target of the gun discharge is located, fully or partially, within such restricted hunting area even when the person discharging the gun is located outside the restricted hunting area.

(c) Enforcement. The City of Belle Isle Police Department, including the Marine Patrol, shall be responsible for the enforcement of regulations of the Florida Fish and Wildlife Conservation Commission and the provisions set forth herein. Additionally, the city may enter into mutual aid agreements with other law enforcement agencies to enforce the restricted hunting area. Notwithstanding the preceding, the city's assumption of responsibility shall in no way preclude FWC law enforcement from also enforcing the regulations of the FWC within the restricted hunting area.

(d) Penalties; compliance alternatives. In addition to any other remedies or actions provided herein or at law and in equity, the city shall have the right, in its sole discretion, to any one (1) or more of the following remedies or action in the event a violation of this section has occurred or is occurring:

i) initiation of code enforcement, code compliance, or special magistrate proceedings against any and all alleged violators of this section for up to the maximum penalties proscribed in accordance with chapter 162, Florida Statutes, and as may be set forth in the city code;

ii) prosecution as a criminal misdemeanor punishable by a fine not exceeding \$500.00 or imprisonment for a definite term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the court;

iii) issuance of a civil citation with a civil penalty of \$400.00 per violation, which amount may be periodically amended by ordinance of the city;

iv) issuance of a summons or notice to appear in county court for violation of this municipal ordinance in accordance with chapter 901, Florida Statutes, as may be amended; and/or

v) initiation and prosecution of any appropriate action at law or in equity to bring about compliance or remedy, including but not limited to, instituting an action in any court to enjoin violations of this section, in which case the violating business, entity, and/or individual shall be liable to the city for reimbursement of the city's attorneys' fees and costs relating to such action.

Should the city elect to utilize any of the supplemental compliance alternatives set forth in this subsection, then any and all appeals shall be in accordance with Florida law and are otherwise not subject to the city's appellate processes and procedures as may be set forth in the city code. Additionally, nothing set forth herein shall preclude a finding that a particular violation is capable of repetition but evading review or is otherwise irreparable or irreversible in nature.

SECTION 4. Codification. Section three (3) of this Ordinance shall be incorporated into the City Code of Ordinance. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or the City Code may be freely made.

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

SECTION 6. Conflicts; Repeal. Ordinance 17-07 is hereby expressly repealed and replaced by this Ordinance as stated herein. Additionally, in the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: _____, 2018

SECOND READING: _____, 2018

ADOPTED this ____ day of _____, 2018, by the City Council of the City of Debary, Florida.

	YES	NO	ABSENT
Ed Gold	_____	_____	_____
Anthony Carugno	_____	_____	_____
Jeremy Weinsier	_____	_____	_____
Mike Sims	_____	_____	_____
Harvey Readey	_____	_____	_____
Jim Partin	_____	_____	_____
Sue Nielsen	_____	_____	_____

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

Lydia Pisano, Mayor

ATTEST: _____
Yolanda Quiceno, City Clerk

S:\DL\Clients\Belle Isle, City of\Florida Fish & Wildlife (Bird Sanctuary Challenge) B900-29005\Pleadings - DOAH\Settlement Documents\Restricted Hunting Area Ordinance - CRC 6-20-18.docx

STATE OF FLORIDA
COUNTY OF ORANGE

I, Yolanda Quiceno, CITY CLERK of the City of Belle Isle do hereby certify that the above and foregoing document ORDINANCE 18-08 was duly and legally passed by the Belle Isle City Council, in session assembled on the _____ day of _____ 2018, at which session a quorum of its members were present.

Notary Yolanda Quiceno, CMC-City Clerk

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

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4 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do
5 hereby certify that the above and foregoing Ordinance 18-09 was duly and legally passed and
6 adopted by the Belle Isle City Council in session assembled, at which session a quorum of its
7 members were present on the _____ day of _____, 2018.

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10 Yolanda Quiceno, City Clerk

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

Meeting Date: August 7, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Donation of 4.07 Acres at 2635 McCoy road

Background: Action on this issue was tabled until the City Attorney and the attorney for the donor could come to an agreement on the agreement language. This was accomplished.

As part of the approval for the commercial development at 2635 McCoy Road, several conditions were placed on the application. One of the conditions was that the property owner would donate the R-1A Zoned portion of the parcel (4.07 acres) to the City in exchange for being allowed to build a hotel to a height of 48 feet (4 stories) on the commercial part of the parcel.

As part of the agreement with the Trentwood Boulevard neighborhood, once the land is conveyed to the City, the City will immediately apply to rezone this property from R-1A to OS and leave land in its present condition to allow for a vegetative buffer of approximately 150 feet between the commercial property and the Trentwood Neighborhood. This buffer will be in addition to an 8-foot wall that is to be built on the commercial parcel.

Staff Recommendation: Approve the Agreement

Suggested Motion: I move we approve the Donation Agreement with Thirumala Property's LLC for the donation of 4.07 acres of land located at 2635 McCoy Road.

Second Motion: I move that upon conveyance of the land that the City Manager apply to have the property rezoned from R-1A to OS (Open Space).

Alternatives: Do not accept the donation

Fiscal Impact: TBD by appraisal

Attachments: Donation Agreement

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (the "Agreement") is made this ____ day of July, 2018, by and between **Thirumala Property's LLC**, a Florida limited liability company, whose address is 10644 Lago Bella Drive, Orlando, Florida 32832 ("Owner") and **City of Belle Isle**, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 ("City"). The Owner and City are sometimes herein jointly referred to as the "Parties."

RECITALS:

WHEREAS, the Owner represents and warrants that it is the fee simple owner of that certain 4.07 +/- acre real property located in Belle Isle, Orange County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property") which is a portion of that larger parcel owned by Owner having Orange County Tax Parcel Identification Number 30-23-30-0000-00-005; and

WHEREAS, the Owner desires to make a donation of the Property to the City and the City desires to accept such donation upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants below, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Donation. The Property shall be conveyed by Owner to City on the terms set forth in this Agreement as a donation to the City, and there is no purchase price or other monetary consideration from the City to the Owner for such conveyance. Owner shall not receive any impact fee credits or ad valorem tax credits concerning the conveyance of the Property to the City. The Parties agree that the Owner may seek a federal income tax deduction or credit for this donation of Property to the City which is a political subdivision of the State of Florida. Owner is donating the land in part to satisfy a voluntary condition of a building height variance to a maximum of 48 feet for the remainder of Orange County Tax Parcel Identification Number 30-23-30-0000-00-005 which will be continued to be owned by the Owner after the Closing. If for any reason the Closing contemplated by this Agreement does not occur, the variance condition for conveying the Property to the City shall not have been satisfied and the building height variance cannot be used or enjoyed by the Owner or its successors and assigns. Thus, no further development orders or building permits utilizing such building height variance for the remainder property will be issued unless and until the Closing hereunder occurs.

2. Title. The Owner shall convey good, marketable and insurable title to the Property to the City by special warranty deed, which shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in City's sole judgment, interfere with the City's intended use of the Property. Without limiting the generality of the foregoing, the Property shall not be subject to any (i) mortgage, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases, rental agreements or other rights of occupancy of any kind, whether written or oral. Owner shall, at its cost, secure all necessary partial release of mortgages and releases of other encumbrances on the Property. Possession of the Property shall be given to the City on the date of conveyance. Owner shall cooperate with the City in correcting any deficiencies in the conveyance documents (including post-Closing), if any, including executing corrective instruments reasonably requested by the City.

3. Beneficial Interest Disclosure. In the event the Property subject to this Agreement is held by an entity or form of ownership as set forth in section 286.23, Florida Statutes, Owner agrees to fully comply with said statutory disclosure of beneficial interest requirements and such disclosures shall be made by affidavit under oath at least ten (10) days prior to Closing, subject to the penalties prescribed for perjury.

4. Ad Valorem Taxes. Owner shall be responsible for paying the ad valorem taxes and special assessments related to the Property and its parent tract, including past due taxes and the pro-rated ad valorem taxes for the Property from January 1, 2018 to the date of conveyance and for all special assessments for 2018 and previous years. If applicable, pro-rated ad valorem taxes and assessments shall be paid and escrowed with the Orange County Tax Collector by the Owner in accordance with the provisions of Section 196.295, Florida Statutes. The City is exempt from paying ad valorem taxes; in no event shall the City be responsible for paying ad valorem taxes or previously assessed special assessments relating to or arising from this transaction.

5. Inspection Period. Owner agrees that City shall have from the Effective Date until the Closing Date, the right to inspect the Property ("Inspection Period"). During the Inspection Period, the City shall have the right to make such investigations, visual inspections, appraisals, land use, engineering studies, environmental site assessments, boundary and topographical surveys, and soil borings of and concerning the Property ("Inspections"). Any entry made on the Property by City or its representatives shall be upon reasonable notice to Owner, and at reasonable times. City shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons performing Inspections and all other persons who may or could be harmed during the performance of the Inspections. In the event the closing does not occur, City shall return the Property to its previously existing condition or better, and shall pay for all work and inspections performed on its behalf in connection with the inspections of the Property.

City shall not permit the creation of any lien upon the Property in favor of any contractor, materialman, mechanic, surveyor, architect or laborer as the result of the City's Inspections, and City shall promptly satisfy or have bonded off any such lien filed in the public records. City holds the Owner harmless against and from all disputes, claims, liens, claims of lien, injuries, losses, liabilities, obligations, damages and expenses (including reasonable attorneys' fees, paralegal fees, experts' fees and litigation costs at all trial and appellate levels) resulting or arising from or in any way related to the City's Inspections of the Property. Nothing herein is intended to nor shall constitute a waiver of sovereign immunity by the City or any other privileges, immunities or defenses afforded by law to the City and its officials, officers, employees and agents. This Paragraph 5 shall survive termination and expiration of the Inspection Period and this Agreement.

Within five (5) business days from the Effective Date, Owner will provide the City with a copy of any environmental reports, soil reports and boundary surveys Owner has relating to the Property.

If subsequent to the Effective Date, but prior to the Closing Date, City determines, in its sole discretion, for any reason, or no reason that it does not want to proceed further with the acceptance of the conveyance of the Property, City shall, on or before the Closing Date, have the right to terminate this

Agreement by written notice to the Owner, and thereafter be relieved from any obligations under this Agreement.

6. Closing. On or before sixty (60) days after the Effective Date (the "Closing Date"), the Closing of the transaction contemplated by this Agreement shall occur at the office of the Closing Agent, located at 1947 Lee Road, Winter Park, Florida 32789, or City of Belle Isle City Hall at 1600 Nela Avenue, Belle Isle, Florida, 32809 whichever the Closing Agent may choose; provided, however, the Closing Date may be extended as provided in Paragraph 7. The Owner and City may mutually agree to move up the Closing Date.

7. Title Commitment/Insurance.

A. The City may obtain at Owner's expense, by or through Fishback Dominick as Title Agent within fifteen (15) days from the Effective Date, an A.L.T.A. Form B (Florida) title commitment for title insurance (the "Commitment") on the Property. When used herein, the term "title company" shall mean the title insurance company that issued the Commitment. The Property shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in City's sole judgment, interfere with the City's intended use of the Property (the "Permitted Exceptions"). In the event the Commitment shows any exceptions to title, exclusive of the Permitted Exceptions, that are unacceptable to the City, the City shall notify Owner of any objections in writing within ten (10) business days of City's City Manager's receipt of the Commitment specifying the title defects on the Property, and Owner shall have a period of five (5) business days after receipt of such written notice within which to: (i) elect to cure any title defects to the satisfaction of City; or (ii) notify City that Owner elects not to cure any title defects. If Owner elects by written notice to cure the title defects, Owner shall have thirty (30) days to attempt to cure such title defects. Upon Owner's election not to cure or failure to cure the title defects, the City may, at its option, either: (i) terminate this Agreement and upon such termination all rights and liabilities arising hereunder shall terminate; or (ii) waive all conditions in this subsection and, subject to all the other terms and provisions of this Agreement, close this transaction in the same manner as if no such title defects had been found; provided, however, that exceptions may be made to the title insurance policy for such uncured title defects. The Closing Date shall be extended as necessary to effectuate the intent of this section.

B. The City shall have the right, but not obligation to purchase a title insurance policy for the Property upon the election of the City's City Manager. If the City's City Manager elects to purchase an Owner's Policy of Title Insurance for the Property, such is to be purchased by and issued to City at City's expense after closing. Since there is no purchase price, the title insurance policy will be issued for an amount to be agreed upon by title insurance company and City's City Manager.

8. Closing Costs. Owner shall be responsible for deed recording costs, documentary stamp taxes, title commitment expenses up to \$250.00, corrective instrument recording, costs for clearing encumbrances and curing title defects and costs for satisfying mortgages and other liens on the Property conveyed and other closing costs for which the City is not responsible pursuant to the

next sentence. The City will be responsible for the any title insurance policy premium costs if the City's City Manager elects for the City to purchase a title insurance policy and the fees of Fishback Dominick for handing the Closing Agent duties. Each party shall be bear their own attorneys' fees concerning the drafting and negotiation of this Agreement and the transaction contemplated thereby.

9. Owner's Warranties and Representations.

A. The Property is vacant and is to be conveyed "as-is". The provisions of this Paragraph and its subparagraphs shall survive Closing.

B. Owner represents and warrants that Owner does not know of any facts that materially affect the value of the Property, other than those that City can readily observe or that are known by or have been disclosed to City, including but not limited, to concerning: (i) underground or above-ground storage tanks on the Property, or any petroleum, hazardous waste and other environmental contamination, or (ii) unrecorded judgments, leases, options, liens or encumbrances. Owner represents and warrants that it has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule or regulation with respect to the Property.

C. Owner warrants that Owner is in sole constructive or actual possession of the Property and Owner has no actual knowledge of another person having any right to possession of the Property, or asserts any claim of title or other interests in it. Owner warrants that Owner has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. Owner warrants that the Property IS NOT the homestead of Owner.

D. Owner has no actual knowledge of any outstanding contracts for the sale of the Property to any person or persons whomsoever except for the City, nor any unrecorded deed, mortgage, lease or other conveyances affecting the title to the Property. Owner represents that there are no mortgages upon the Property. Owner has not executed and will not execute any instruments that would adversely affect the title to the Property.

E. Owner has no actual knowledge of any assessments that are now liens on the Property as shown in the Official Records. Owner has no actual knowledge of any judgments, claims, disputes, demands or other matters pending against Owner that could attach to the Property or affect title to the Property or any part thereof, or does or could prohibit or make unlawful the consummation of this transaction, or render the Owner unable to consummate this transaction.

F. Owner warrants that there have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

G. Owner warrants that the undersigned entities and person(s) signing for Owner have full authority to bind Owner to this Agreement and to convey the Property to the City.

H. If, before the conveyance to City, Owner discovers any information or facts that would materially change the foregoing warranties and representations, Owner shall immediately give notice to City of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the required Closing date, City may elect to terminate this Agreement and thereby be released from any and all obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the City shall have all remedies available at law or equity if Owner breaches the warranties provided in this Paragraph 9.

I. From and after the Effective Date of this Agreement to the date of the Closing, Owner shall maintain the Property at its expense in the same condition in which the Property exists on the date of this Agreement, natural wear and tear and casualty damage excepted, and Owner shall pay in due commercial course, all uncontested taxes, charges and assessments against the Property and all other costs and expenses of maintaining and operating the Property.

J. Owner shall execute an affidavit at closing attesting that the warranties and representations herein are true on and as of the closing date and that such warranties and representations survive closing.

10. Default. If the City fails to perform any of the covenants of this Agreement, Owner shall have as its sole remedy the right to terminate this Agreement. If Owner fails to perform any of the covenants of this Agreement prior to conveyance of the Property, City shall have as its remedy: (i) the right to terminate this Agreement and thereby be released from any and all obligations under this Agreement, or (ii) seek specific performance of this Agreement. The provisions of this Paragraph shall survive Closing and termination of this Agreement.

11. Closing Agent. Owner and City agree that Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP (herein "Fishback Dominick" or "Closing Agent"), shall serve as legal counsel to City, the Closing Agent and title insurance agent in this transaction. In the event of any dispute, conflict or lawsuit, involving any deposit, or this Agreement or the transaction or obligations or rights under this Agreement, Fishback Dominick may interplead the disputed funds or documents with the Clerk of the Circuit Court. Fishback Dominick makes no representations or warranties (implied or expressed) regarding the Property, including without limitation, concerning the marketability of title, condition, mortgage payoff, liens and encumbrances. Fishback Dominick does not represent the Owner in this transaction and in no event shall Fishback Dominick be conflicted out from representing the City in the event of a dispute between the Parties. Monies held by Closing Agent under this Agreement will be placed in a non-interest bearing account. The provisions of this Paragraph shall survive Closing and termination of this Agreement.

12. Notices. All written notices required to be given hereunder shall be sent via U.S. Mail or overnight delivery (e.g. UPS, Federal Express) to the address for the parties shown in the opening paragraph of this Agreement. Notices to the City shall be sent to the attention of the City Manager with copy at the same address to the attention of the City Attorney.

13. Release. Owner, on behalf of itself and its agents, successors, and assigns hereby fully and forever waives and releases the City of and from any and all compensation, damages and claims

for or arising from the conveyance of the Property to the City, including, without limitation, any and all damage, if any, to Owner's remaining property.

14. Complete Agreement. This Agreement embodies the complete agreement between the Parties hereto and cannot be varied or terminated except by the written agreement of the parties.

15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective heirs, personal representatives, successors and assigns.

16. Attorneys' Fees. In the event of any litigation between the parties to enforce any provision or right under this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation.

17. Time. Time is of the essence of this Agreement.

18. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday or legal holiday.

19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed to be originals.

20. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any lawsuits filed arising from or relating to this Agreement shall be in a court of proper jurisdiction in Orange County, Florida.

21. Mediation. Any dispute, difference, claim or counterclaim between Owner and City arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The Parties shall, by mutual agreement, select a mediator within twenty (20) days of the date of the request for mediation. In the event that the Parties cannot agree on a mediator, then each Party shall select a mediator and those two mediators shall select a third mediator certified by the Supreme Court of Florida, who shall serve as the mediator. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to the completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Owner and City has executed same and after the City Council approves this Agreement. This Agreement and City's obligations to perform hereunder is expressly made contingent upon approval of this transaction by the City Council.

23. Radon Gas Notification. In accordance with the requirements of Florida Statutes Section 404.056(5) the following notice is hereby given:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

24. Open Space, Public Use by City. If the Closing occurs, within thirty (30) days after the Closing, the City will apply to amend the future land use designation for the Property to the Recreation/Open Space future land use and to rezone the Property to the Open Space district zoning. The City warrants that its use of the Property shall be exclusively for a public purpose within the meaning of I.R.C. §170(c)(1).

25. No Waiver. Nothing herein shall constitute a waiver of or be deemed a waiver of the City's sovereign immunity protections. Nothing herein shall constitute or be deemed a waiver or limitation of City's home rule, comprehensive planning, zoning and police power authority. IN WITNESSES WHEREOF, the Parties have executed this document on the dates written below.

26. Further Assurances. The parties shall reasonably cooperate (at no expense to the non-requesting Party) by executing such further assurances as may be reasonably necessary or appropriate to assist Owner in claiming a charitable deduction or credit for the value of the Property for income or other tax purposes.

CITY OF BELLE ISLE, A FLORIDA MUNICIPAL CORPORATION

By: _____
Lydia Pisano, Mayor

Attest:

Yolanda Quiceno, City Clerk

Date: _____

[Owner's Signature Page is on Next Page]

Date: 7/19/2018

[Owner's Signature Page is on Next Page]

OWNER

Thirumala Property's LLC, a Florida limited liability company

By its Managing Members:

THIRUMALA-INC



By: _____

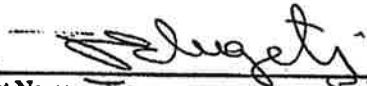
Print Name: JD ELIGETI

Title: PRESIDENT

Date: 7/19/2018

AND

ELIGETI LIMITED PARTERSHIP



By: _____

Print Name: Jamuna Eligeti

Title: Trustee

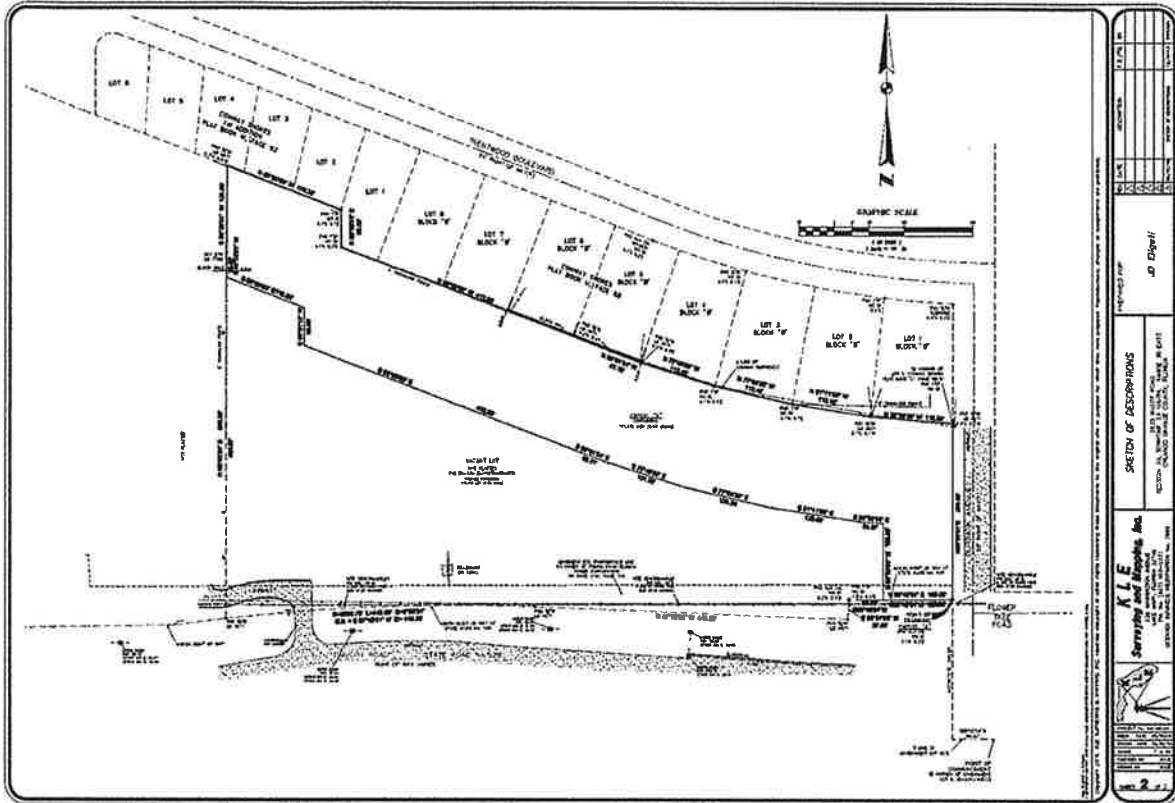
Date: 7/19/2018

EXHIBIT "A"

A portion of Government Lot 5, Section 30, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 5, Section 30, Township 23 South, Range 30 East, Orange County, Florida, thence run South 89°42'04" West along the South line of Government Lot 5 a distance of 60.00 feet; thence run North 00°00'51" East a distance of 200.00 feet to the **Point of Beginning**; thence run North 00°00'51" East a distance of 250.80 feet to the Southeast corner of Lot 1, CONWAY SHORES, as recorded in Plat Book Page 58, Public Records of Orange County, Florida, thence along the South line of said CONWAY SHORES, run North 85°35'39" West a distance of 119.88 feet; thence run North 81°11'29" West a distance of 112.42 feet; thence run North 77°00'29" West a distance of 112.42 feet; thence run North 72°49'29" West a distance of 112.42 feet; thence run North 69°51'34" West a distance of 47.18 feet, thence run North 68°59'09" West a distance of 412.65 feet, thence run North 00°00'51" East a distance of 53.56 feet; thence run North 68°59'09" West a distance of 176.35 feet, thence run South 00°30'01" West a distance of 124.85 feet, thence run South 00°02'31" West a distance of 35.42' feet; thence run South 68°59'09" East a distance of 119.92 feet; thence run South 00°01'12" West a distance of 53.56 feet; thence run South 68°59'09" East a distance of 413.80 feet; thence run South 69°51'34" East a distance of 52.21 feet; thence run South 72°49'29" East a distance of 121.78 feet; thence run South 77°00'29" East a distance of 123.38 feet; thence run South 81°11'29" East a distance of 123.66 feet; thence run South 85°35'39" East a distance of 36.87 feet; thence run South 00°00'51" West a distance of 36.87 feet, to a point on the North right-of-way line of McCoy Road (S.R. #528); thence along said North right-of-way the run North 89°42'04" East a distance of 100.00 feet to the **Point of Beginning**.

Said lands containing 177,236 +/- square feet or 4.07 +/- acres.



s:\clients\baller isle, city of\2635 mccooy road b900-29004\land donation agreement 07-12-2018.docx



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

Meeting Date: August 7, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Cross Lake Park Purchase

Background: In April 2018, the City submitted an application to FDEP to purchase Cross Lake Park. The State responded that the application was in order and further directed that I had to have Orange County, acting as the Lake Conway Navigation District Board, provide a recommendation on the City's application to purchase the property.

The City received a contract from FDEP to purchase the property for \$19,000 (A similar parcel adjacent to this parcel sold in 2015 for \$37,000). The City also conducted an Phase I ESA on the property which had no significant or reportable findings.

At the August 14, 2018 Lake Conway Navigation District Advisory Board Meeting, this issue will be on their agenda to make a recommendation to the Board of County Commissioners to approve the purchase. The BOCC will then have a public hearing on this recommendation and forward a recommendation to approval (or non-approval) to FDEP for the purchase. Due to the City Manager being unavailable to present at the Advisory Board meeting, Mayor Pisano will make that presentation. The City Manager will attend the BOCC meeting (tentatively scheduled for August 21st) to answer questions the BOCC may have.

Staff Recommendation: Approve the Contract with FDEP for the purchase of Cross Lake Beach in the amount of \$19,000 in anticipation of the County recommending approval.

Suggested Motion: I move that the City approves the Contract with FDEP for the purchase of Cross Lake Beach in the amount of \$19,000.

Alternatives: Do not purchase and allow the adjacent property owner to purchase the property.

Fiscal Impact: Cost of \$19,000.

Attachments: FDEP Contract
Phase 1 ESA Executive Summary

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this ____ day of _____, 2018, by and between SELLER and BUYER as follows:

SELLER:

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through its agent the Division of State Lands of the State of Florida Department of Environmental Protection ("DEP")

ADDRESS:

State of Florida Department of Environmental Protection
Division of State Lands
3900 Commonwealth Boulevard
Mail Station 100
Tallahassee, Florida 32399-3000

BUYER:

Name: City of Belle Isle, a municipal corporation of the State of Florida
Address: 1600 Nela Avenue,
Belle Isle, FL 32809
Phone: (407)851-7730

1. AGREEMENT TO SELL:

SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE:

BUYER hereby offers the following purchase price for the Property in the amount of NINETEEN THOUSAND AND NO/100 Dollars (\$19,000.00), which shall be paid in the following manner:

a. Deposit:

BUYER deposits herewith ONE THOUSAND NINE HUNDRED AND NO/100 Dollars (\$1,900.00) in the form of a certified or cashier's check or an irrevocable letter of credit from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection representing ten percent (10%) of the total purchase price as an earnest money deposit ("Deposit").

b. Balance:

At closing, BUYER shall be required to pay the balance of the purchase price in the amount of

SEVENTEEN THOUSAND ONE HUNDRED AND NO/100 Dollars (\$17,100.00) by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to SELLER, made payable to the State of Florida Department of Environmental Protection or SELLER'S designated closing agent.

3. TIME OF ACCEPTANCE:

If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION:

This Contract shall be closed following approval by SELLER, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place:

The closing shall be on or before ninety (90) days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by DEP.

b. Conveyance:

At closing, SELLER will deliver to BUYER a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

c. Expenses:

BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, attorneys' fees and real estate brokerage fees. BUYER shall reimburse DEP at closing for any closing costs that are initially paid for by DEP. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by DEP at the time of closing. SELLER may require that the closing be processed by and through a title insurance company or other closing agent, designated by DEP, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES:

BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes, special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the Property and other requirements or liens imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

6. WETLANDS:

Any wetlands on the Property may be subject to the permitting requirements of DEP, the applicable water management district or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY:

BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations what-so-ever as

to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS:

In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT:

If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER'S option, may elect to specifically enforce this Contract. If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; or BUYER, at BUYER'S option, may seek specific performance.

11. SUCCESSORS:

Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING:

Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT:

This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE:

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

15. AMENDMENTS:

This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Any amendments hereto may be executed in two or more counterparts, each of which together shall be deemed an original,

but all of which together shall constitute one and the same instrument. Any signature of an amendment hereto delivered by a party by facsimile transmission or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature. Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

16. SURVIVAL:

The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER:

SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW

The parties have caused this Contract to be executed on the day and year first above written.

“SELLER”

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: _____(SEAL)

TITLE: _____
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

APPROVED AS TO FORM AND LEGALITY

By: _____
DEP ATTORNEY

“BUYER”

City of Belle Isle, a municipal corporation of the
State of Florida

BY: _____

Print/Type Name of BUYER

Attest: _____

Date Signed: _____

Phone No. _____

8 a.m. – 5 p.m.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Description: A parcel of land lying adjacent to Cross Lake Road, Pleasure Island, according to the Plat thereof, as recorded in Plat Book F, Page 140, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northeast corner of Lot 15, Block A, of said Plat, thence run North 66°30'00" West a distance of 168.60 feet along the North line of said Lot 15 to the Point of Beginning; thence continue North 66°30'00" West a distance of 131.35 feet to the ordinary high water line of Lake Conway; thence along said ordinary high water line for the next four courses; run North 27°25'00" East a distance of 12.97 feet; thence run North 14°42'59" East a distance of 12.29 feet; thence run North 25°54'17" East a distance of 12.54 feet; thence run North 18°41'22" East a distance of 12.43 feet; thence leaving said ordinary high water line run South 66°30'00" East a distance of 138.51 feet along the Northwesterly Projection of the South line of said Lot 1, Block B, of said Plat, to the Government Meander line; thence along said Government Meander line run South 29°57'30" West a distance of 50.32 feet to the Point of Beginning.

Described property contains ±6,725 square feet or ±0.15 acres.

BSM
BY SK
Date: 6.29.2018



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

Meeting Date: August 7, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Interlocal Agreement with Orange County for Street Sweeping Services

Background: Last year, the City requested \$75,000 from the Lake Conway Navigation Advisory Board budget to assist the City in purchasing a street sweeper. Orange County, through the Nav. Board, contracts for street sweeping services to selected areas of Belle Isle. In discussion with Orange County EPD and the Nav. Board, we have come to an agreement that in lieu of providing the funding, all other streets in Belle Isle will, with exceptions, be added to the Orange County contract. Those exceptions are the streets that the contractor determined are a problem for their sweeper to operate on (narrow, not paved, insufficient pavement base to not damage the street). The City will continue to sweep those streets not on the contract. Having a reduced number of streets to sweep will allow the city to maintain its current sweeper for additional years, and later, allow the city to purchase a small, less expensive machine.

Both the Public Works Supervisor and I reviewed the agreement and the exhibits and we believe it is very beneficial to the City, not only because there is no cost to us, as it comes out of the Nav. Board budget, but it also frees up time of the Public Works crew to concentrate on other projects.

This agreement still has to be approved by the Orange County Board of Commissioners. With EDP supporting it, I believe it will be approved.

Staff Recommendation: Approve the Agreement

Suggested Motion: I move we approve the Agreement with Orange County in providing additional street sweeping services to the City of Belle Isle.

Alternatives: Don't approve the agreement and continue to request funding for a new sweeper

Fiscal Impact: \$175,000 saved by not purchasing a new sweeper. Funding for additional street Sweeping comes out of the Nav. Board budget which all BI residents pay in to.

Attachments: Interlocal Agreement with Exhibits

Exhibit A: Overview Map

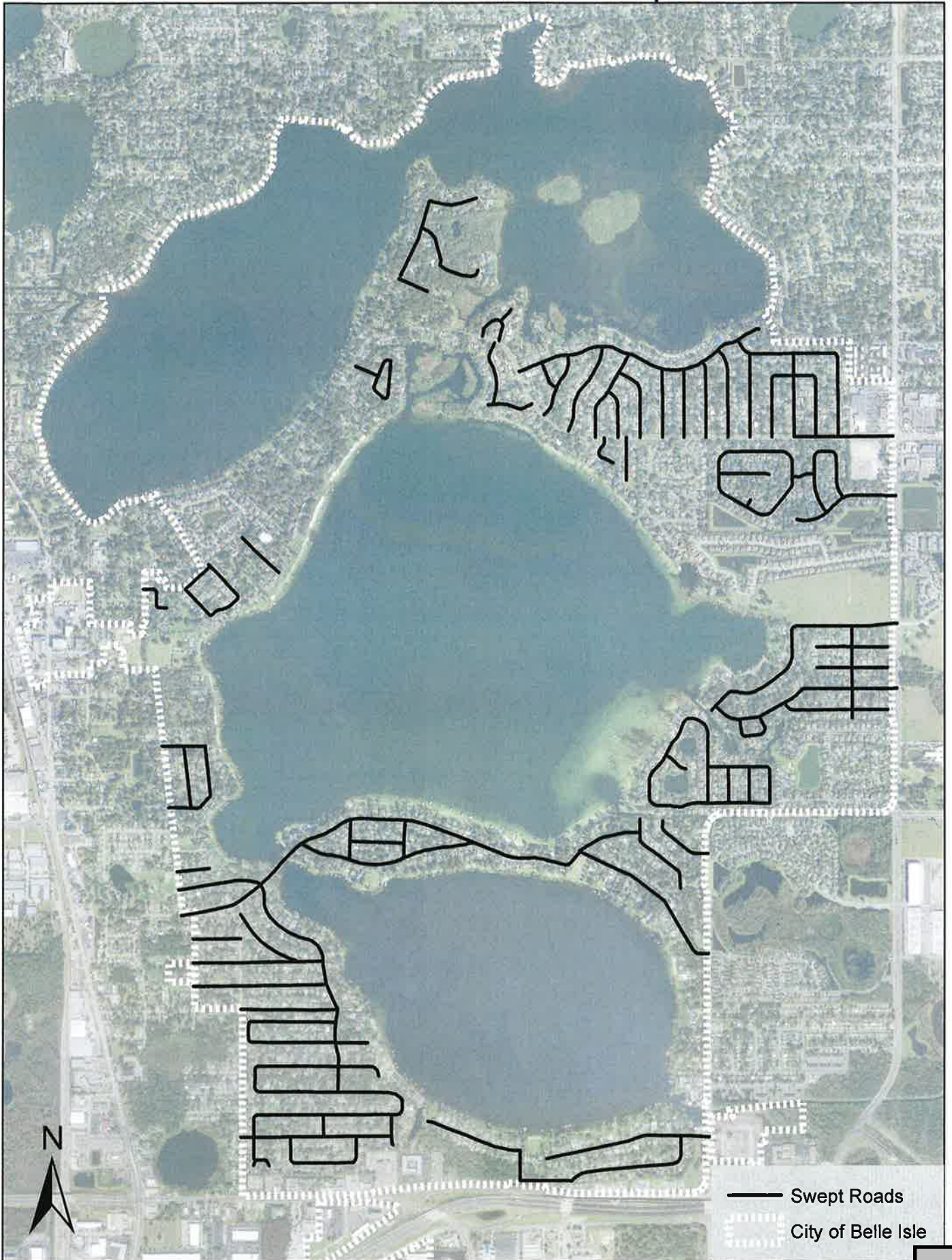


Exhibit A: North Side



Exhibit A: East Side

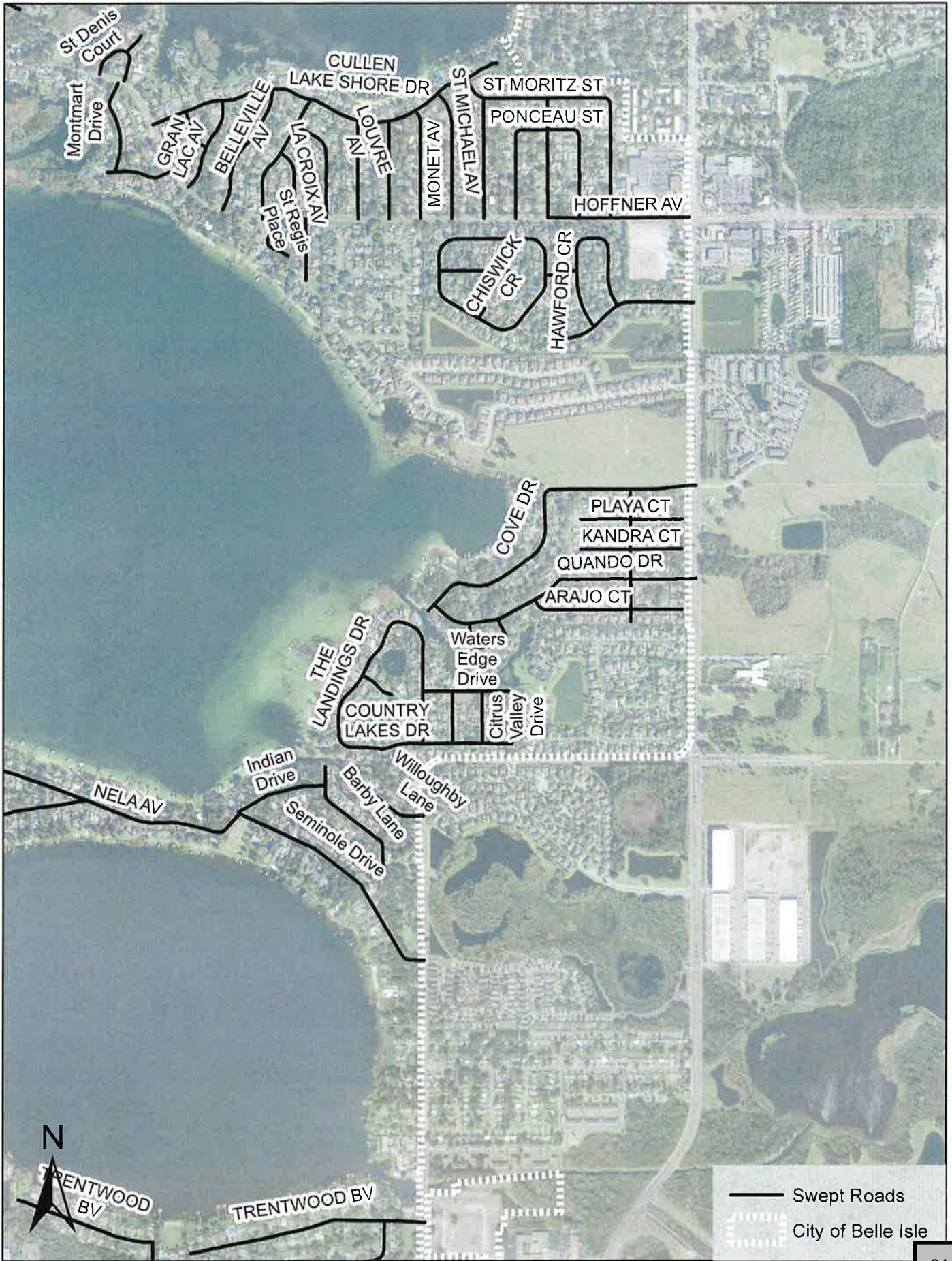


Exhibit A: West Side



Exhibit A: Southern End

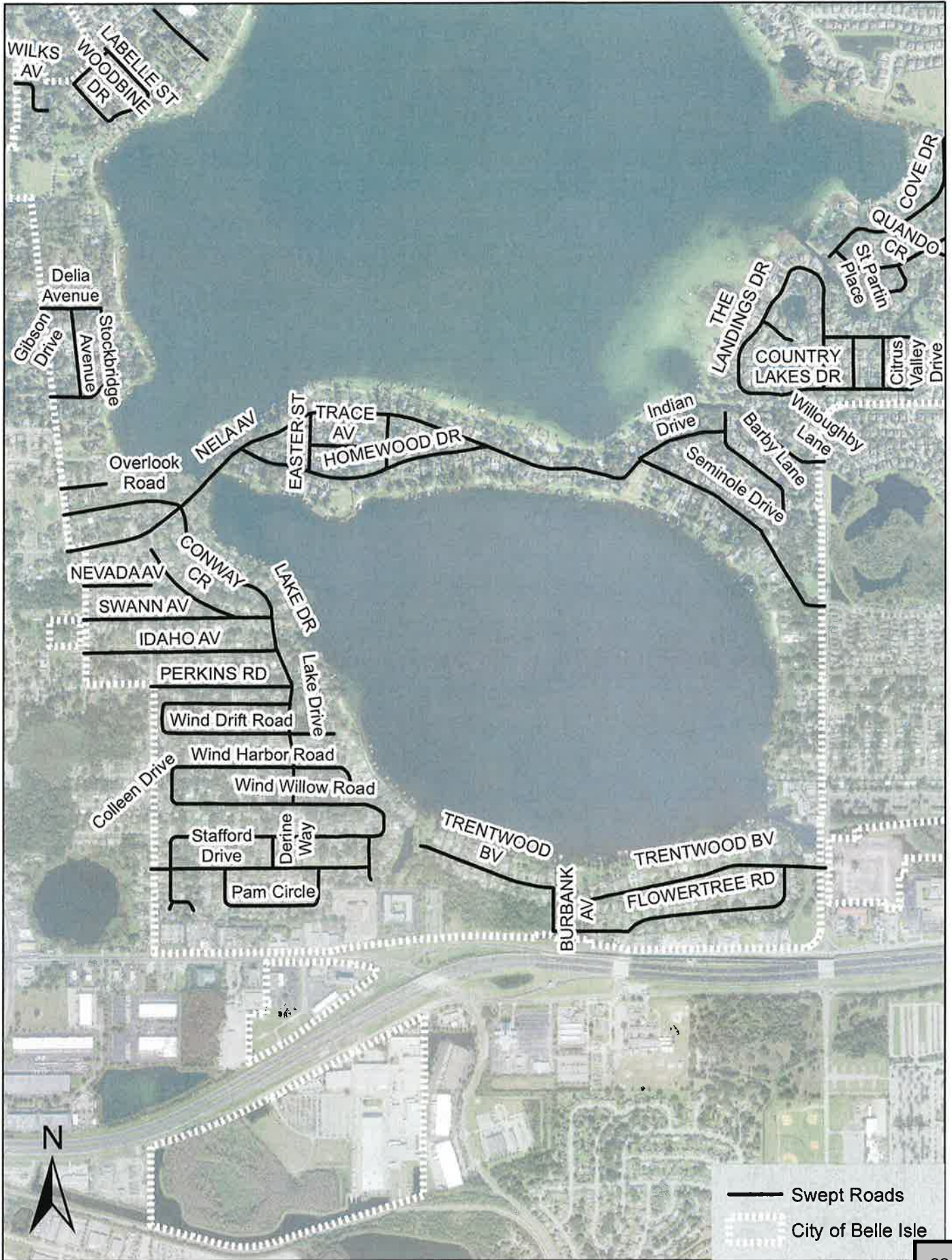


Exhibit A: Swept Streets List

Street Name	From To	Curb Miles	Curb Type
ADMIRALITY CT	Total	0.1	Uncurbed
ARAJO CT	Total	0.6	Miami
BATTERSEA CT	Total	0.0	Miami
BELLE VISTA DR	Total	0.2	Miami
BURBANK AV	Total	0.2	Curbed
CHISWICK CR	Total	1.2	Miami
CONWAY CR	Swann Ave/N of Gondola Dr	0.4	Curbed
COUNTRY LAKES DR	Total	0.6	Uncurbed
COVE DR	Total	0.7	Uncurbed
DEERHURST DR	Total	0.1	Miami
EASTER ST	Total	0.2	Curbed
EDLINGHAM CT	Total	0.3	Miami
FLOWERTREE RD	Total	1.0	Curbed
HAWFORD CR	Total	0.7	Miami
HOMEWOOD DR	Total	1.0	Curbed
HORIZON CT	Total	0.2	Miami
IDAHO AV	Total	0.7	Curbed
ISLAND ST	Total	0.2	Curbed
KANDRA CT	Total	0.4	Miami
LABELLE ST	Total	0.2	Miami
LAKE DR	Nela Ave/Perkins Rd	0.8	Curbed
NELA AV	Matchett Rd/Seminole Dr	1.7	Curbed
NEVADA AV	Total	0.2	Curbed
PERKINS RD	Gondola Dr/Lake Dr	0.5	Curbed
PLAYA CT	Total	0.4	Miami
QUANDO CR	Total	0.3	Miami
QUANDO DR	Total	1.0	Miami
ROTHBURY DR	Total	0.6	Miami
SOL AV	Total	0.5	Miami
ST PARTIN PL	Total	0.5	Uncurbed
SWANN AV	Total	0.7	Curbed
THE LANDINGS DR	Total	0.5	Uncurbed
TRACE AV	Total	0.3	Curbed
TRENTWOOD BV	Split road/Total	1.4	Curbed
WILKS AV	Split road/Total	0.2	Miami
WINDMILL CT	Total	0.1	Miami
WOODBINE DR	Total	0.2	Miami
BELLEVILLE AV	Total	0.5	Miami
CULLEN LAKE SHORE DR	Total	1.4	Miami
DARDEN AV	Total	0.4	Miami

Exhibit A: Swept Streets List

Street Name	From To	Curb Miles	Curb Type
DORIAN AV	Total	0.4	Miami
DUBAN AV	Total	0.3	Miami
GRAMONT AV	Total	0.5	Miami
GRAN LAC AV	Total	0.4	Miami
HOFFNER AV	S Conway Rd/Dorian Ave	0.5	Miami
JINO AV	Total	0.2	Miami
KISSAM CT	Total	0.2	Curbed
LA CROIX AV	Total	0.3	Miami
LOUVRE AV	Total	0.4	Miami
MONET AV	Total	0.4	Miami
MORTIER AV	Total	0.4	Miami
OAK ISLAND PT	Total	0.3	Curbed
OAK ISLAND RD	Cross Lake Rd/Oak Island Pt	0.4	Curbed
PELLEPORT AV	Total	0.3	Miami
PLEASURE ISLAND RD	Kissam Ct/Oak Island Rd	0.2	Curbed
PONCEAU ST	Total	0.2	Miami
ST GERMAIN AV	Total	0.4	Miami
ST MARIE AV	Total	0.4	Miami
ST MICHAEL AV	Total	0.5	Miami
ST MORITZ ST	Total	0.6	Miami
NELA AV	Matchett Rd/Seminole Dr	0.6	Uncurbed
COVE DR	Total	0.6	Miami
Barby Lane	Total	0.4	Uncurbed
Citrus Valley Drive	Total	0.2	Uncurbed
Colleen Drive	Total	1.0	Uncurbed
Conway Lakes Drive	Total	0.2	Uncurbed
Cross Lake Road	Total	0.2	Uncurbed
Delia Avenue	Total	0.2	Uncurbed
Derine Way	Total	0.1	Uncurbed
Dewayne Drive	Total	0.1	Uncurbed
Driscoll Court	Total	0.2	Miami
Fulmer Road	Total	0.5	Uncurbed
Gibson Drive	Total	0.5	Curbed
Indian Drive	Total	0.3	Uncurbed
Lake Drive	Total	1.3	Uncurbed
Montmart Drive	Total	0.3	Miami
Orange Knoll Drive	Total	0.2	Uncurbed
Overlook Road	Total	0.4	Uncurbed
Pam Circle	Total	0.6	Uncurbed
Parkway Dr / Pasadena Dr loop	Total	0.5	Uncurbed

Exhibit A: Swept Streets List

Street Name	From To	Curb Miles	Curb Type
Peninsular Drive	Total	0.3	Uncurbed
Seminole Drive	Total	0.9	Uncurbed
St Denis Court	Total	0.3	Miami
St Partin Place	Total	0.5	Uncurbed
St Regis Place	Total	0.2	Miami
Stafford Drive	Total	0.8	Uncurbed
Stockbridge Avenue	Total	0.3	Uncurbed
Venetian Avenue	Total	0.1	Uncurbed
Waters Edge Drive	Total	0.3	Uncurbed
Willoughby Lane	Total	0.3	Uncurbed
Wind Drift Road	Total	0.7	Uncurbed
Wind Harbor Road	Total	0.7	Uncurbed
Wind Willow Road	Total	1.2	Uncurbed
St Denis Ct	Total	0.1	Miami
Barby Lane	Total	0.1	Uncurbed
Alsace Ct	Total	0.2	Miami
ST DENIS CT	Total	0.1	Miami

INTERLOCAL AGREEMENT FOR STREET SWEEPING SERVICES

This Agreement for street sweeping services (the "Agreement") is made and entered into by and between the **City of Belle Isle**, a Florida municipal corporation, whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 ("City"), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 S. Rosalind Ave., Orlando, FL 32802 ("County").

WITNESSETH:

WHEREAS, Chapter 57-1643, Laws of Florida, established the Lake Conway Water and Navigation Control District Advisory Board;

WHEREAS, Section 163.01, Florida Statutes, and other provisions of Florida law authorize local governmental entities to enter into written agreements for the provision of services and facilities;

WHEREAS, the County's Environmental Protection Division ("EPD") oversees a term contract for street sweeping services ("Contract") with a contractor ("Contractor") that provides a water quality benefit within Municipal Service Taxing Unit ("MSTU") and Municipal Service Benefit Unit ("MSBU") lake taxing districts;

WHEREAS, the City and the County agree that the citizens of Belle Isle will be better served, at a reduced expenditure of tax dollars, by having the County perform street sweeping services inside the City by and through its Contractor and any assigned County employees;

WHEREAS, this Agreement between the City and the County for street sweeping services helps provide for the maintenance and upkeep of the City streets specifically identified in **Exhibit A** attached to this Agreement and incorporated by reference; and

WHEREAS, the County is prepared to accept the responsibility for sweeping those City streets, subject to the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual convenience herein contained, the parties agree as follows:

1. Term of Agreement; Annual Renewals; Expiration.

This Interlocal Service Agreement ("Agreement") shall be effective from October 1, 2018, through September 30, 2019, and shall automatically renew annually from October 1st through September 30th of each of the following years unless either party

elects to terminate this Agreement by providing the other party with written notification at least sixty (60) days before September 30th. Notwithstanding the automatic renewal clause, this Agreement shall expire on September 30, 2034, unless it has been terminated before then by either or both parties.

2. Scope of Services.

2.1 Designation of County as City's Agent

The County is hereby designated as the City's agent to furnish street sweeping services, by and through its Contractor and any County assigned employees, as shown on the Overview Map and Swept Street List set forth in **Exhibit A**.

2.2 Responsibility as Service Provider; Inquiries and Complaints

At all times, the County shall be responsible for providing the street sweeping services covered under this Agreement, as more particularly described in paragraph 3, including managing the Contractor and any County employees performing those services.

All citizen inquiries and complaints shall be handled by the City and, as the City may deem necessary, transmitted to the County. The County may direct all inquiries and complaints to the Contractor.

2.3 Supervision and Direction of Contractor

The County, through the EPD, shall be responsible for the day-to-day operation and supervision of street sweeping activities of the Contractor and any assigned County employees. Accordingly, the City's point of contact with the County shall be the EPD Lake Management Program.

3. Activities.

3.1 Services to be performed.

The County shall provide to the City, in as responsive a manner as possible, the following services, and the County shall ensure that the Contractor and any assigned County employees cooperate with the City in performing these services:

A. Provide street sweeping to only those City streets identified in **Exhibit A** and during normal working hours pursuant to the terms of the Contract;

B. Remove material swept from those City streets and transport it to a site designated by the County for disposal of material in accordance with the County's procedures and policies, with such material being credited to the County's Municipal Separate Storm Sewer System Permit under the National Pollutant Discharge Elimination System.

3.2 Cost of Operation

The County shall be responsible for the costs of sweeping the City streets at a frequency and schedule in accordance with the Contract.

4. Funding.

The County shall include sufficient funds in its annual budget to cover the costs of sweeping the City streets identified in **Exhibit A** as part of the annual operating budget of the Lake Conway Water and Navigation Control District MSTU, as recommended annually by the Lake Conway Water and Navigation Control District Advisory Board and as funding may allow.

5. General Intent.

It is the intent of the parties that the street sweeping activities within and on behalf of the City shall be performed by the County according to the same general standards of performance, procedure and recordkeeping as the County furnishes for street sweeping elsewhere within the County under the Contract (or under a subsequent Contract).

6. Termination.

This Agreement may be terminated upon the happening of any of the following events:

A. If either party believes an incident (or incidents) violates (violate) this Agreement, and there is no mutual agreeable resolution, the County or the City, whatever the case may be, may terminate this Agreement with ninety (90) days prior written notification; or

B. If, for any reason, providing street sweeping services becomes a liability or burden for the County, the County reserves the right, upon ninety (90) days prior written notification to the City, to negotiate reduced services or terminate this Agreement, but the County shall continue to provide those services until the end of the County's fiscal year (ending September 30th); or

C. The City may terminate this Agreement with ninety (90) days prior written notification to the County.

7. Insurance.

A. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. Each party agrees to maintain commercial insurance or to be self-

insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes.

B. Upon request, each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the other party agrees to find acceptable for the coverage mentioned above.

C. Each party shall require all contractors performing work within the right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage.

D. Each party shall be listed as an additional insured on all general liability policies.

8. Damage to Uncurbed and Curbed Streets; Indemnification.

A. Some of the City streets identified in **Exhibit A** that the City desires the County to sweep are uncurbed. The City recognizes and understands that it is not recommended that uncurbed streets be swept by a street sweeper vehicle, due to the risk that asphalt on the edge of those uncurbed streets will be damaged. Accordingly, the City will not hold the County or its Contractor responsible for any damages caused to any of those uncurbed streets identified in **Exhibit A**.

B. Also, the City will not hold the County or its Contractor responsible for any damages caused to any of the curbed streets identified in **Exhibit A**.

C. Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

D. This paragraph 8 shall survive termination and expiration of this Agreement.

9. Other Agreements.

The parties recognize that this is not an exclusive agreement and that County shall be permitted to enter into similar agreements with other municipalities to provide the same services as specified herein.

10. Effective date.

This Agreement shall become effective upon the date of approval by the City Council or the date of approval by the Board of County Commissioners, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates inscribed below.

CITY OF BELLE ISLE, FLORIDA

By: City Council

By: _____
Lydia Pisano, Mayor

Date: _____, 2018

ATTEST:

By: _____
Yolanda Quiceno, City Clerk

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____, 2018

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk
Print Name: _____



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

Meeting Date: August 7, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Traffic Study - Open House results

Background: On June 21st, 2018 the first Open House for the City of Belle Isle Transportation Master Plan was held at Cornerstone Charter Academy. Residents shared their concerns, suggestions and opinions through interactive activities, a survey, and discussion with members of the Canin Associates and Nelson/Nygaard team. Attendees were invited to view informational boards illustrating the City's transportation system and given four different activities through which attendees could provide detailed feedback for different types of travel within and from the City. Participants also engaged in discussion with other attendees and consulting with professionals from Canin Associates and Nelson/Nygaard to further elaborate on the concerns that were raised. The team also distributed a written survey which could be returned by participants during the meeting or at a later date. Survey results will continue to be collected at City Hall and online prior to the next Open House. The highlights of the major concerns and/or goals expressed by stakeholders are attached.

Staff Recommendation: Review the reports of the Open House.

Suggested Motion: None needed. Information only

Alternatives: None

Fiscal Impact: N/A

Attachments: Reports



Summary of Public Feedback

City of Belle Isle Master Transportation Plan

Open House #1

July 5, 2018

On June 21st, 2018 the first Open House for the City of Belle Isle Transportation Master Plan was held at Cornerstone Charter Academy. Residents shared their concerns, suggestions and opinions through interactive activities, a survey, and discussion with members of the Canin Associates and Nelson/Nygaard team. Attendees were invited to view informational boards illustrating the City's transportation system and given four different activities through which attendees could provide detailed feedback for different types of travel within and from the City. Participants also engaged in discussion with other attendees and consulting with professionals from Canin Associates and Nelson/Nygaard to further elaborate on the concerns that were raised. The team also distributed a written survey which could be returned by participants during the meeting or at a later date. Survey results will continue to be collected at City Hall and online prior to the next Open House.

The following summary highlights the major concerns and/or goals expressed by stakeholders.

The number one goal identified by residents was to be safe community for all road users and to minimize traffic congestion. They also value an attractive community where residents can comfortably walk and bicycle to various destinations.

Attendees shared the common concern of the City being used by commuters and outside residents as a "cut through" town, specifically by way of Hoffner Avenue and Nela Avenue. Residents expressed that Nela and Hoffner are small, quiet roads by design, but "cut through" traffic makes both streets dangerous and congested. In the morning hours, as well as the hours of school drop-off/pick-up, traffic conditions intensify. Residents expressed frustration with the difficulty of making turning movements onto or from Hoffner, citing the lack of proper markings, high speeds and traffic as issues. It was also noted that Hoffner and Nela are not bicycle/pedestrian friendly. Sidewalks are uneven, cracked, and narrow, poorly lit and very close to the road, with little buffer from moving traffic. Additionally, neither road has a designated bike lane. Attendees indicated that Nela Avenue was being used inappropriately and inefficiently. They felt that the small size and local feel was unable to handle heavy traffic and high speeds.

Although to a lesser degree, Daetwyler Drive, McCoy Road, Judge Road, and Gondola Drive were also mentioned. They suffer from similar issues with traffic, speeding and subpar sidewalks.



Compiled Responses from Participants

City of Belle Isle Master Transportation Plan

Open House #1

July 5, 2018

Transportation Goals

What do you think should be the top transportation goals for Belle Isle?

1. Transportation is safe for all residents and visitors whether driving, walking, or bicycling. (11)
2. Residents can drive between destinations with minimal traffic congestion. (11)
3. Residents can comfortably walk and bicycle to parks, schools, transit, and shopping areas. (7)
4. Belle Isle's streets are attractive and contribute to the beauty of the community. (7)
5. There are many off-street trails for recreational bicycling. (4)
6. Transportation connects, rather than fragments, neighborhoods. (4)
7. Residents can save money and reduce energy use by walking and bicycling. (3)
8. Residents and visitors can conveniently travel to and from the Sand Lake Road SunRail station and Lynx bus stops. (3)
9. Boating is considered a viable transportation option to access waterfront destinations. (3)
10. Destinations are close together and connected so that people can travel between them easily. (1)
11. Development is coordinated with and reinforces the City's transportation network. (1)

The Goals above were provided by the Consultant. Participants voted on their top three goals. The number of votes is shown in parentheses.

Additional goals suggested by stakeholders:

12. Help us not be a "cut through" town. Nela Avenue is a lazy street by design but no longer in volume. (1)
13. Manage congestion between jurisdictions
14. More funding for transportation initiatives
15. Better cooperation between the FDOT, county, and city
16. Let Belle Isle have jurisdiction over traffic on Gondola to calm cut through traffic from Orange Avenue to McCoy Road
17. Annexation
18. Smoother sidewalks on Hoffner for bicycling, walking and jogging.
19. Better lighting on Hoffner for night time bicycle riding and walking—unsafe.
20. Reduce the speed on Hoffner curves. Extend 25 mph zone.

Challenges by Mode

Participants were asked their biggest challenges using each mode in Belle Isle. The number in parentheses indicates the number of votes a response received not including the author.

Walking

- Crosswalks
 - Drivers do not obey “pedestrian in crosswalk” signs. (4)
 - City needs the flashing LED lights at crosswalks. (3)
 - Need more crosswalks and stop signs on Hoffner. (2)
- Safety
 - Walking is safe in Belle Isle. (2)
 - Enhance the ability to safely walk to Sunrail Station. (2)
 - Lack of proper lighting and clothes. (2)
- Infrastructure
 - Uneven sidewalks, broken concrete. (7)
 - City needs wider sidewalks (like on Conway) so bicycles and walkers/joggers can share the sidewalk. (4)
 - Plant appropriate trees wherever possible. (3)

Driving

- Traffic
 - Too many cars use Seminole and Nela to get to Orange from Daetwyler. (5)
 - Too many cars on Hoffner. (2)
 - Stop cut through traffic on Nela—too many commercial vehicles using it as a cut through. Weight limit on bridge should be enforced. (2)
 - Study and relieve the McCoy Road/Boggy Creer/Beach Line intersection. (2)
 - Belle Isle should assume traffic control on Gondola Road. Too much cut through traffic from Orange Avenue and Gondola. (1)
 - Extremely difficult to access Hoffner Avenue by car from Lake Conway Estates (452 homes) during a.m. and p.m. rush hours. It is only getting worse. (1)
- Speed and Safety
 - Obey stop signs. (3)
 - Drivers are out of control and in too much of a hurry. (3)
 - Waiting many lights to turn left on Conway (south) from Judge Road (coming from Daetwyler) (3)
 - Observance of speed limits. (2)
 - Cutting through using Homewood. (1)
 - Slow cars on Hoffner.
 - Belle Isle Police Department should stop allowing cars and pedestrians cross the street.

Bicycling

- Safety
 - Motorists are oblivious to bicyclers. (4)
 - Bicycling or walking on parts of Hoffner is a challenge due to narrow sidewalks in some areas and lots of traffic. (2)
 - Bicycling on sidewalks is okay when roads are busy, and you do not want to get hit by oblivious motorists. (2)
 - Too dangerous to bicycle in the road on Nela and Hoffner and other main thoroughfares. (1)
 - Do not ride your bicycle on sidewalks. (1)
 - Narrow sidewalks on Judge and Daetwyler. (1)
- Infrastructure
 - Would be great to be able to bicycle to Sunrail and shopping. (3)
 - Do not use Nela for 5ks and bike races, use Homewood. (1)
 - Biking should be encouraged in any way possible. (1)
 - Bike trails

Bicycle Input Map Feedback

Participants were asked to place colored stickers on a map of the City (Figure 1) to indicate where they felt safe, cautious, or unsafe bicycling.

Red (Unsafe for bicyclers)

- Hoffner Avenue
- Wilks Avenue
- Judge Road
- Intersection of McCoy Road and Daetwyler Drive
- Intersection of Nela Avenue and Seminole Drive
- Daetwyler Drive

Yellow (Ride with caution)

- Intersection of Waltham Avenue and Randolph Avenue
- Intersection of E Wallace Street and Matchett Road
- Intersection of Hoffner Avenue and S Conway Road
- Perkins Road
- Daetwyler Drive
- Intersection Burbank Avenue and Flowertree Road
- Overlook Road
- Matchet Road
- Nela Avenue

Green (Safe for bicyclers)

- Randolph Avenue
- Waltham Avenue
- E Wallace Street
- Trentwood Boulevard
- Flowertree Road
- Stockbridge Avenue
- Oak Island Road
- Cullen Lake Shore Drive
- Intersection of Wind Willow Road and Colleen Drive
- Overlook Road
- Matchet Road
- Nela Avenue

BELLE ISLE BICYCLE INPUT MAP

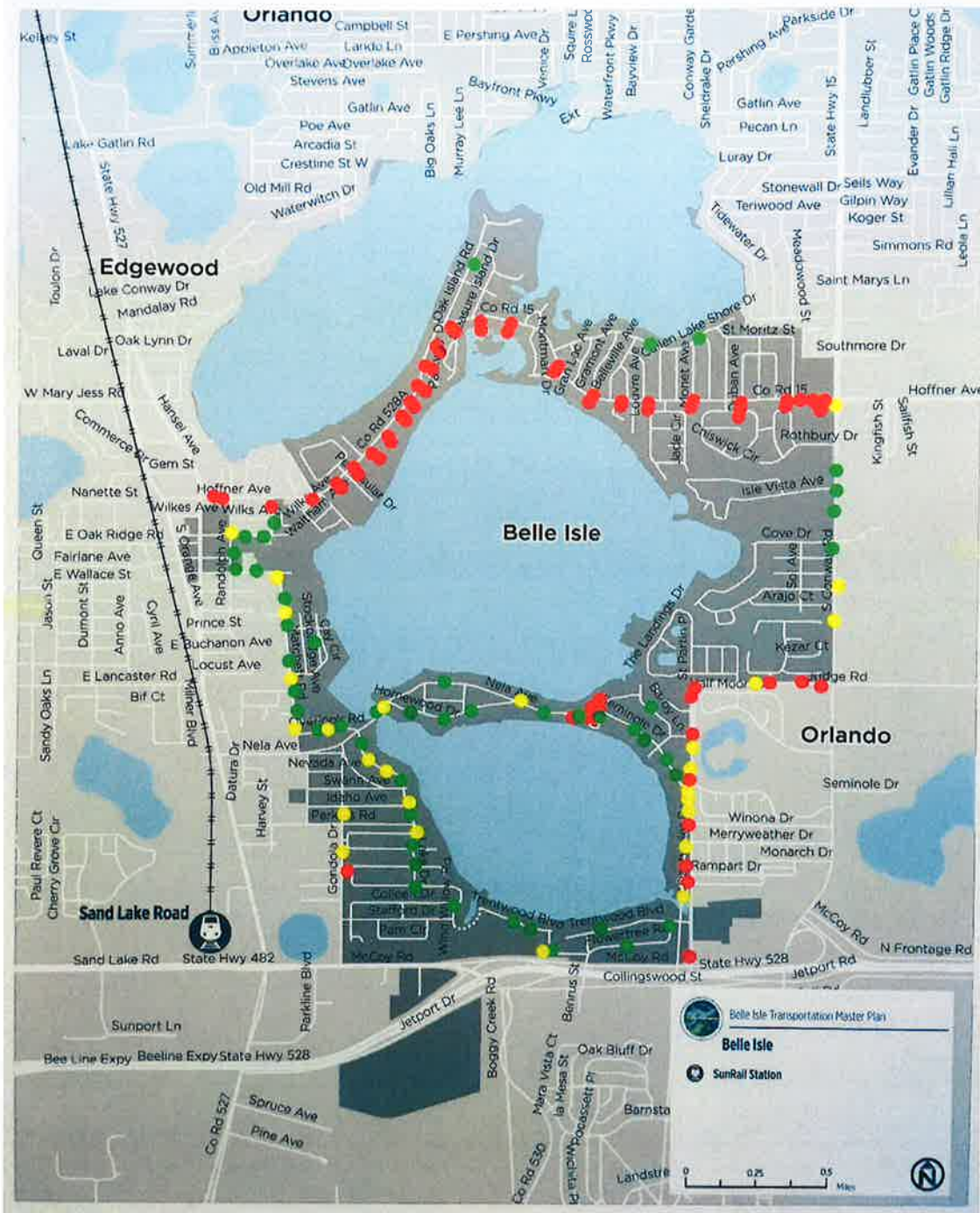


Figure 1

Multimodal Input Map Feedback

Participants were asked to place both a colored sticker and a sticky note on a map of the City indicating transportation problem areas. Blue stickers represented bicycling, purple stickers represented pedestrian, and orange stickers represented vehicular. Participants placed extra stickers next to comments they agreed with. The number of votes is shown in parentheses.

The following map is a reproduction of the map used for this activity at the open house. Comments are numbered accordingly with their location on the board. The color of the marker corresponds with the topic at hand (Blue for bicycling, purple for pedestrian, orange for vehicular). Markers that appear to be split between two colors indicate that participants marked said comment as pertaining to more than one topic.

Safety

2. Cars driving too fast (1) (Pedestrian)
3. Difficult to walk safely (1) (Pedestrian)
4. Biking on the road on Hoffner can be dangerous. Biking or walking on sidewalk in some areas is scary due to a narrow sidewalk that is very close to the road. (4) (Pedestrian) (Bicycling)
5. 25 mph speed limit zone are different. Not even in this area. West of Belle Isle Avenue and east of bridge. (3)
6. Crosswalk does not connect to sidewalks or roads. (1) (Pedestrian)
10. Unclear lane marking for turns at Hoffner and Conway (3)
11. Reduce Speed on turns. ie. rumble strips (1)
13. Many people don't stop at stop sign at Seminole and Nela intersection and speed around the curve both ways. (5) (Pedestrian)
15. Like to slowdown traffic but dislike stop signs. Explore other ways to slow down cars without more stop signs. Cars do not always obey them. (2)
16. Do not remove stop signs. (Reference 15) (3)
24. Traffic flow is fast at rush hour and high volume. We have a bus stop with at least one special needs child. Need ways to slow this down (1)
29. Fix intersection of Jetport Drive, Boggy Creek Road, Sandlake, 528—very chaotic and dangerous! (3)

Traffic

1. Post a sign, i.e. "Do not block intersection" and "do not block driveway" (1)
7. Hard to turn left from St. Germain Avenue onto Hoffner Avenue heading east due to traffic volume and speed on Hoffner. (1)
8. Wawa entrance is a major problem. Eastbound on Hoffner needs right turn lane to Conway! (11)
9. What became of traffic study that was done for Hoffner and Conway before the Wawa was built? (Reference 8)
12. Left on Conway traffic tends to backup to Daetwyler (3)
14. Two gates for all Belle Isle residences with accommodations for emergency vehicles (2)
17. The odd speed hump/triangle creations at the end of the bridge were ludicrous drunk experiment from the past. They cause confusion, tire damage and issues. (1)
18. Need notification of/enforce weight limit to cross Nela Bridge. i.e.: flashing light (2)
19. West bound Hoffner gets backed up due to school traffic turning left during a.m. drop off and reverse during p.m. (1)
20. West bound of Hoffner in morning hours (especially during school hours) is very difficult to turn from La Belle onto Hoffner. (1)
21. Traffic congestion around school during school hours. (9)
22. Eastbound Hoffner left turn on Hansel causes back up during peak hours. (4)
25. Toll plaza traffic (Avoidance of toll) (2)
26. The turn of traffic from Judge to Daetwyler to McCoy is dangerous and backs up due to poor traffic light timing and traffic volume (1)
27. Westbound McCoy exit from 528 merges into McCoy Road, then right lane ends in front of hotels.
28. Very competitive merging—Need a bigger sign further back. For a long-term solution, extend lane to Orange Avenue.
30. Cut down traffic on Gondola, Matchett and Nela. (7)

Other

23. Boat ramp does not provide enough parking for trucks or trailers.

BELLE ISLE MULTIMODAL INPUT MAP



Transportation Survey - Interim Results

Open House #1
Compiled Responses

Survey #	How do you travel?				Which methods would you use if they were easier or safer?				How could driving in Belle Isle be safer or more comfortable?	How could walking or bicycling in Belle Isle be safer or more comfortable?	How could getting to the open buses or transit in Belle Isle be safer or more comfortable?	Are there school-age children in your household?	How do they travel?				Which methods would they use if they were easier or safer?				Any more suggestions?										
	Walk	Bike	Drive	Survey	Walk	Bike	Drive	Survey					Walk	Bike	Drive	Survey	Walk	Bike	Drive	Survey											
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A		
2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
3	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
4	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
6	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
7	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
8	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A	
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A
TOTAL	6	6	6	6	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Note: Survey results are preliminary. More survey responses are anticipated.



City of Belle Isle Transportation Master Plan – Objectives Summary

Nelson\Nygaard and Canin Associates (the Project Team) are currently developing the Transportation Master Plan (TMP) for the City of Belle Isle. After consultation with stakeholders, the TMP effort kicked off its public engagement with an Open House on June 21, 2018. This document has been prepared to evaluate the input received from attendees and those that returned surveys and develop objectives for further study as a part of the TMP. Objectives have been categorized based on the level of consensus from the input received, correlation between topics, and informed by existing data reviewed by the project team and anticipated constraints that may be encountered in addressing the objectives. Finally, potential next steps have been identified in order to further each objective as a part of the TMP.

The Open House was attended by 21 local residents (including two members of the city council, the city manager, and chief of police) who participated in one-on-one discussions facilitated by the project team to identify objectives, challenges, and feedback on existing conditions. In addition a survey was distributed to attendees and made available to other local residents to gather further input from the community. At the Open House, the project team presented draft Objectives based on those in the 2010 City of Belle Isle Comprehensive Plan. These eleven (11) draft Objectives were presented to attendees on a board facilitated by a member of the project team to gauge the community's priorities. In addition, nine (9) other objectives were suggested by attendees.

The following objectives have been identified for further examination:

1. *Objective - Transportation is safe for all residents and visitors whether driving, walking, or bicycling (11 votes)*

– Community/Staff Comments

- a. Community noted concerns with speeding during off-peak periods due to cut through traffic along Hoffner Avenue, Nela Avenue, Gondola Drive, and Matchett Road.
- b. Community noted difficulties in crossing (walking or driving) or making left turns on Hoffner Avenue due to vehicular speeds.
- c. Community noted the need for more and/or more effective crosswalks to improve pedestrian as well as lighting and access to SunRail.

– Assessment/Next Steps

- a. Prioritize evaluation of cut-through traffic along Hoffner Avenue, Nela Avenue, Gondola Drive, and/or Matchett Road.
 - i. All of these roadways are Orange County roadways. Only Nela Avenue is fully within the City limits and therefore controlled by the City.
 1. Should also be noted that Hoffner Avenue is a county route with some expectation of through traffic.
 - ii. Further study of traffic calming efforts or changes to lane use/traffic control through these corridors may be possible with the County.

TRANSPORTATION MASTER PLAN OBJECTIVES

City of Belle Isle, Florida

- b. Pursue funding / obtain a small area study for Hoffner Avenue and/or Nela Avenue corridors via the Orange County *Walk-Ride-Thrive* program.
 - c. Coordinate with Orange County and FDOT on Orange Avenue to further implement recommendations from the Orange Avenue Corridor Study, enhancing multimodal access to the Sand Lake Road SunRail station and along Orange Avenue.
 - i. Belle Isle's role in these improvements may become more influential and critical should annexation efforts along the corridor proceed.
 - d. Coordinate with Orange County to understand County goals and priorities along Belle Isle roadways.
 - e. Establish policy goals for the City to clarify transportation objectives. TMP should effectively and consistently communicate priorities to influence all design and operational changes to County roads and streets within or bordering the City limits.
 - i. Will be critical to any recommendations affecting roadways controlled by the County.
- Other Supporting Objectives Receiving Votes
- a. *There are many off-street trails for recreational bicycling (4 votes)*
 - b. *Transportation connects, rather than fragments, neighborhoods (4 votes)*
 - c. *Residents and visitors can conveniently travel to and from the Sand Lake Road SunRail station and Lynx bus stops (3 votes)*
 - d. *Boating is considered a viable transportation option to access waterfront destinations (3 votes)*
 - e. *Help us not be a "cut through" town. Nela Avenue is a lazy street by design but no longer in volume (2 votes) – provided by open house attendee*

2. Objective - Residents can drive between destinations with minimal traffic congestion (11 votes)

- Community/Staff Comments
- a. Community noted concerns with peak period congestion along Hoffner Avenue, particularly at its intersections with Conway Road and Hansel Avenue/Orange Avenue. Additional congestion concerns were noted at Judge Road/Conway Road. As noted previously, community comments indicate that this congestion could be due to cut-through traffic.
 - b. Community and City staff cited congestion associated with Cornerstone Charter Academy's (the only school within the City limits) afternoon pickup. Significant police department resources are dedicated to directing school traffic each afternoon restricting enforcement capabilities elsewhere in the City.
 - c. City staff noted that traffic calming efforts have improved speeding and cut through traffic along Trentwood Boulevard and Flowertree Road that include newly installed speed humps and an older chicane that should be reconstructed (or reconsidered for other traffic calming options). The speed humps along Nela Avenue have resulted in mixed responses.

TRANSPORTATION MASTER PLAN OBJECTIVES

City of Belle Isle, Florida

- Assessment/Next Steps
 - a. Coordinate with Orange County as noted in previous objective.
 - b. Further investigate Cornerstone Charter Academy operations to determine whether 2013 *Traffic Circulation Analysis* recommendations are still valid and/or whether they have been implemented. Additional study may be necessary outside of the scope of this plan that includes infrastructure and possible TDM or curbside management solutions and enforcement capabilities of the City for non-compliance.
 - c. Further investigate operations of Hoffner Avenue. Preliminary findings indicate that the Orange County Master Plan expects congested conditions with Hoffner Avenue and Judge Road/Daetwyler Drive to operate at LOS F in 2030. That plan identified no major roadway improvements within the City limits planned through year 2030 on these corridors.
- Other Supporting Objectives Receiving Votes
 - a. *Transportation connects, rather than fragments, neighborhoods (4 votes)*
 - b. *Residents and visitors can conveniently travel to and from the Sand Lake Road SunRail station and Lynx bus stops (3 votes)*
 - c. *Help us not be a “cut through” town. Nela Avenue is a lazy street by design but no longer in volume (2 votes) – provided by open house attendee*

3. Objective - Residents can comfortably walk and bicycle to parks, schools, transit, and shopping areas (7 votes)

- Community/Staff Comments
 - a. Community expressed interest in safer bicycling facilities along Hoffner Avenue, Nela Avenue and Daetwyler Drive/Judge Road.
 - b. Community noted difficulties in crossing Hoffner Avenue on foot due to vehicular speeds (similar as comments noted above).
 - c. Community noted the need for more and/or more effective crosswalks to improve safety for walkers and bikers, as well as lighting and access to SunRail (noted above as well).
 - d. City staff and elected officials noted concerns with liability of promoting walking and biking to nearby schools by students.
- Assessment/Next Steps
 - a. Given Belle Isle’s largely residential character, parks and lakes are the primary existing destinations within the City limits. Some commercial exists along the northeastern and southern borders; commercial along the western border is accessible to residents but is primarily outside the city limits. High-volume state and county-controlled roadways provide daunting walking and biking experiences to access many of these locations. However, some of the unincorporated destinations to the west, on or near Orange Avenue, are accessible from the rear via smaller, more walkable local streets.
 - b. Most roadways within the City limits provide sidewalks along one or both sides of the street. However, a sidewalk gap of approximately 8/10 of a mile (or 4,500 feet) exists along the north side of Hoffner Avenue between St. Denis Circle and

TRANSPORTATION MASTER PLAN OBJECTIVES

City of Belle Isle, Florida

approximately 400 feet east of Peninsula Drive received many comments from residents.

- i. Coordinate with County regarding completing the sidewalk gap along Hoffner Avenue.
- c. The FDOT Florida Safe Routes to School program address liability issues with walking and biking to school, providing a framework for coordination with the County, FDOT, and local schools.
 - i. Coordinate with FDOT and Cornerstone Charter School to adopt Safe Routes to School program.
- Other Supporting Objectives Receiving Votes
 - a. *There are many off-street trails for recreational bicycling (4 votes)*
 - b. *Transportation connects, rather than fragments, neighborhoods (4 votes)*
 - c. *Residents can save money and reduce energy use by walking and bicycling (3 votes)*
 - d. *Residents and visitors can conveniently travel to and from the Sand Lake Road SunRail station and Lynx bus stops (3 votes)*

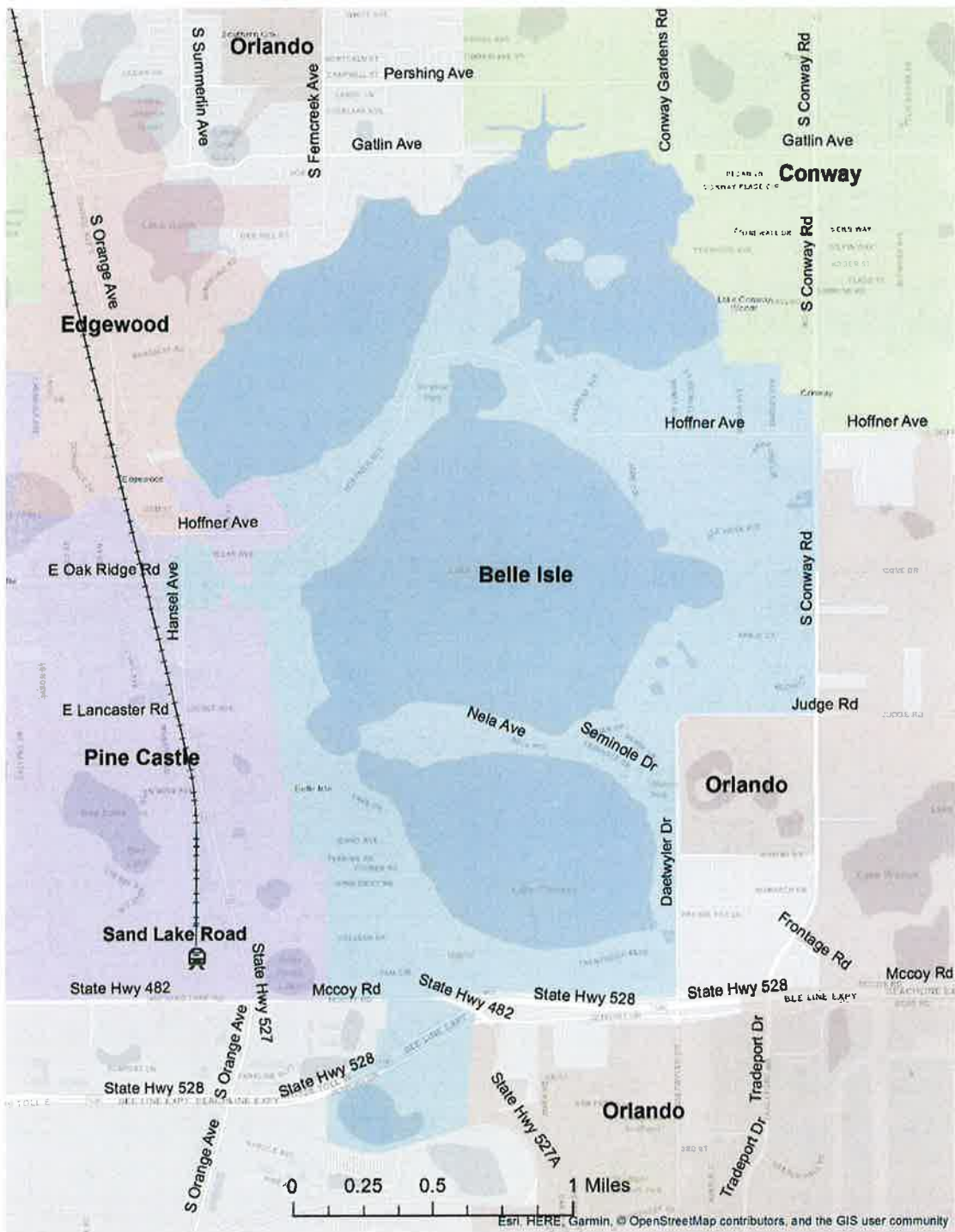
4. Objective - Belle Isle's streets are attractive and contribute to the beauty of the community (7 votes)

- Community/Staff Comments
 - a. Community noted concerned related to infrastructure maintenance such as uneven or cracked sidewalks.
 - b. Community noted a wish to "plant appropriate trees where possible."
- Next Steps/Assessment
 - a. The assets that make Belle Isle's streets attractive and contribute to the beauty of the community also present some of the most difficulties in enhancing sidewalk and bicycle improvements. Old-growth oaks and other trees are close to roadway in many locations and bridges along Hoffner Avenue and Nela Avenue provide constraints for cost effective facility improvements. Conversely, these trees also enhance the bicycle and pedestrian experience by providing shade and rain attenuation and increasing visual friction for drivers potentially reducing speeds.
 - b. Any improvements/recommendations should include appropriate tree plantings.
 - c. Recommendations will need to consider these assets.

TRANSPORTATION MASTER PLAN OBJECTIVES

City of Belle Isle, Florida

Figure 1 Belle Isle and Surrounding Communities





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

Meeting Date: August 7, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Resolutions 18-09, Extension of Line of Credit (Loan #112034363)

Background: In 2012, the City Council approved a line of credit with CenterState Bank in the amount of \$750,000 to borrow in anticipation of the receipt of revenues to fund capital projects, emergencies or other expenses of the City. The original Line of Credit had a maturity date (expired) on July 19, 2018. CenterState Bank agreed to extend the line of credit for a three month period with a new maturity date of October 19, 2018. The City needs to draw on the credit line to help fund the HVAC replacement at Charter School.

Staff Recommendation: Approved Resolution 18-09 extending the Line of Credit

Suggested Motion: I move we approve Resolution 18-09 for the extension of the line of Credit with CenterState Bank (Loan #1120343635) upon the terms set forth in the Loan Agreement Letter, dated July 26, 2018.

Alternatives: Do not approve the loan

Fiscal Impact: \$253,102 (\$250,000 principal; approximately \$3,102 interest)

Attachments: Loan Agreement Letter
Original Loan Agreement

REVOLVING LINE OF CREDIT LOAN AGREEMENT

THIS REVOLVING LINE OF CREDIT LOAN AGREEMENT (hereinafter the "Agreement") is made effective as of July 19, 2012, by and between FIRST SOUTHERN BANK (hereinafter referred to as "Lender") having an address of 1250 Lee Road, Winter Park, Florida 32789 and THE CITY OF BELLE ISLE, FLORIDA ("Maker"), having an address of 1600 Nela Avenue, Belle Isle, Florida 32809.

RECITALS:

A. Maker has applied to the Lender for an extension of credit (herein the "Loan") to provide liquidity for Maker ("Loan Purpose"); and

B. In conjunction with the extension of the Loan, among other things, Maker has executed and delivered to the Lender a **Revolving Line Credit of Promissory Note ("Note")** dated of even date herewith in the principal amount of **\$750,000.00**; and

C. The Lender has required that the Maker enter into this Loan Agreement and other documents of even date herewith which govern the terms of the Loan (all of which are herein collectively referred to as the "Loan Documents").

NOW THEREFORE, and in reliance upon the representations and warranties and the agreements and covenants herein contained, the Lender is willing to make and or modify the Loan to the Maker upon the terms and subject to the conditions hereinbefore and hereinafter set forth:

Section 1. Recitals Incorporated. The recitals set forth above are true and correct and are by this reference incorporated herein.

Section 2. Revolving Loan. Lender hereby agrees to lend to Maker, and Maker hereby agrees to borrow from Lender, upon the terms and conditions set forth in this Agreement, the principal sum of up to **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)** (the "Revolving Loan"). Maker's obligation to repay the Revolving Loan and the interest thereon shall be evidenced by the Note. Until the earlier of the Maturity Date of the Note, or the occurrence of any Event of Default (as defined under Section 10 of this Agreement), or written notice to Maker of Lender's election to terminate the availability of new extensions of credit under this Agreement (which notice Lender may give at its discretion, whether or not an Event of Default has occurred or is threatened), Maker may borrow hereunder, prepay the principal sum of such Revolving Loan in whole or in part without penalty, and re-borrow hereunder, so long as the aggregate unpaid principal balance of such extensions of credit at any one time or times does not exceed the maximum principal amount of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)** and such borrowing is for a Loan Purpose.

Section 3. Initial Loan Disbursement. Lender's obligation to disburse the initial Loan Disbursement at the closing of the Loan ("Closing") shall be conditioned upon the satisfaction of the following:

(a) **Compliance with the Commitment Letter.** Maker shall have complied with all of the terms and conditions of that certain Commitment Letter dated November 15, 2011 (the "Commitment Letter"), except to the extent otherwise expressly provided in the Agreement Regarding Closing of Loan, if any.

(b) **No Event of Default or Default Condition.** There shall be no default or Event of Default and no event or state of facts ("Default Condition") in existence which constitute, or with notice or passage of time or both would constitute, a default or an Event of Default under this Agreement or any of the Loan Documents.

Section 4. Disbursement of Loan After Closing. Lender's obligation to make any advance after the Closing shall be subject to the following conditions in Lender's sole discretion:

(a) **Satisfaction of Conditions to Loan Closing.** All conditions precedent to the closing of the Loan, including without limitation all such conditions required or imposed by the Agreement Regarding Closing of Loan, shall have been satisfied as of the date of such subsequent advance.

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(b) **No Event of Default or Default Condition.** There shall be no Default Condition or Event of Default in existence or threatened.

(c) **Disbursement Request Requirements.** Lender shall have received a disbursement request ("**Disbursement Request**") for a Loan Purpose which is acceptable to the Lender in its discretion. Each Disbursement Request shall at a minimum: (i) be signed by **Keith Severns, the City Manager, or the then City Manager if not Keith Severns** (the "**Designated Representative**"), (ii) show the purpose and costs and expenses for which it has been submitted in such detail as Lender may require, (iii) be for a minimum of fifty thousand and no/100 dollars (\$50,000.00), (iv) include of a certified copy of the City of Belle Isle resolution authorizing such draw pursuant to City of Belle Isle Ordinance No. 11-12 adopted January 3, 2012, and (v) otherwise be acceptable to the Lender. Disbursement Requests shall be submitted no less than five (5) Business Days prior to the date of the requested advance, and shall not be submitted more often than monthly. Notwithstanding the foregoing, Lender may make advances from time to time, in the absence of a Disbursement Request, to make payments reasonably deemed advisable by Lender to protect Lender's interests under any of the Loan Documents or as deemed appropriate by the Lender and the undersigned does hereby irrevocably and unconditional authorize the Designated Representative, acting alone, to request disbursements of advances under the Loan and the Lender to rely upon such Disbursement Request. Lender may disburse each extension of credit by credit to Maker's transaction account with Lender, by check, or in such other manner as Lender may deem appropriate.

Section 5. Representations and Warranties. Maker represent and warrant that:

(a) **Financial Condition.** All financial information furnished to Lender with respect to the Maker (i) is complete and correct in all material respects, (ii) accurately presents the financial condition of Maker as of the respective dates thereof and (iii) has been prepared in accordance with GAAP or in accordance with such other principles or methods as are reasonably acceptable to Lender. All other documents and information furnished to Lender with respect to Maker are correct in all material respects and complete insofar as completeness is necessary to give Lender an accurate knowledge of their subject matter. Maker has no material liability or contingent liability not disclosed to Lender in writing and there is no material lien, claim, charge or other right of others of any kind on any property of Maker not disclosed in such financial statements or otherwise disclosed to Lender in writing and there has been no material adverse change in the condition, financial or otherwise, of Maker since the dates of the latest financial statements furnished to Lender. Since those dates, Maker has not entered into any material transaction not disclosed in such financial statements or otherwise disclosed to Lender in writing.

(b) **Capacity and Standing.** Maker has all requisite power and authority to execute, deliver and perform its obligations under, this Agreement, the other Loan Documents and the execution and delivery by Maker of its obligations under this Agreement, and each of the other Loan Documents has been authorized by all necessary action and does not and will not: (i) require any consent or approval not heretofore obtained of any entity, whether an individual, trustee, corporation, limited liability company, partnership, trust, unincorporated organization, municipality, county, state or otherwise ("**Person**") having any interest in Maker; (ii) violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation or bylaws, partnership agreement or certificate of limited partnership, or articles of organization or operating or management agreement, or municipal charter applicable to Maker; (iii) result in or require the creation of any lien, claim, charge or other right of others of any kind (other than under the Loan Documents) on or with respect to any property now or hereafter owned or leased by Maker; (iv) violate any ordinance or provision of any law presently in effect; or (v) constitute a breach or default under, or permit the acceleration of obligations owed under, any contract, loan agreement, lease or other agreement or document to which Maker is a party or by which Maker or any of its property is bound.

(c) **Violation of Other Agreements.** The execution of this Agreement and the other Loan Documents by Maker and the performance of this Agreement and the other Loan Documents will not violate any provision of law, or any agreement, indenture, note or other instrument binding upon Maker or give cause for the acceleration of any obligations of Maker.

(d) **Asset Ownership.** The Maker has good and marketable title to all of the properties and assets reflected on the balance sheets and financial statements supplied Lender by Maker; and that all such properties and assets are free and clear of mortgages, security deeds, pledges, liens, charges, and all other encumbrances, except as otherwise disclosed by the financial statements submitted to the Lender.

(e) **Continuing Nature of Warranties.** The representations and warranties made herein shall be true and correct as of the date hereof and shall remain true and correct in all material respects at all times hereafter until payment in full and extinguishment of: (i) the Loan together with any further right of Maker to receive further advances under the Loan, and (ii) all other indebtedness of Maker to Lender, together with any further right of any of Maker to receive advances under any indebtedness to the Lender. All such representations and warranties are given as an inducement to Lender to extend credit to Maker. Lender is relying on the validity and accuracy of such representations and warranties and all of such representations and warranties shall survive any and all bankruptcy, reorganization, arrangement, liquidation, dissolution or insolvency proceedings relating to Maker, if any.

Section 6. Affirmative Covenants. Maker covenants and agrees that from the date of this Agreement until payment in full and extinguishment of: (i) the Loan together with any further right of Maker to receive further advances under the Loan, and (ii) all other indebtedness of Maker to Lender, together with any further right of Maker to receive advances under any indebtedness to the Lender, unless Lender shall otherwise consent in writing, Maker will fully comply, or cause to be complied, with the following provisions

(a) **Deposit Account.** As a condition of, and in consideration of the pricing of the Loan, Maker shall, on or before the actual execution of this Agreement ("Closing"), open, maintain or cause to be maintained, for the entire term of the Loan its demand deposit and operating accounts with the Lender.

(b) **Resting/Cleanup Period.** The administration of the Loan shall be subject to a thirty (30) day resting/cleanup period at the end of every twelve (12) months during the term of the Loan and any extension thereof, if any. During the resting/cleanup period, no new disbursements shall be made and all outstanding principal shall be paid.

(c) **Compliance With Laws and Maintenance** Comply fully with all applicable statutes, laws, ordinances, governmental rules and regulations, to which they are subject, and will obtain and maintain in place all necessary and applicable governmental authorizations necessary with respect to the Loan.

(d) **Access to Books and Records.** Allow the Lender, or its agents, during normal business hours to have access to the books, records and such other documents of Maker, as the Lender shall reasonably require, and allow Lender to make copies thereof at Lender's expense.

(e) **Compliance with Other Agreements.** Comply with all covenants, terms and conditions contained in this Agreement, and any other agreements or instruments entered into pursuant to this Agreement.

(f) **Notice of Legal Proceedings.** Within ten (10) business days of being notified in any manner of any material legal proceedings that name Maker as a defendant or co-defendant, Maker shall notify, or cause to be notified, Lender of such event in writing providing therewith copies of any documentation received by or served upon Maker.

(g) **Bond Offerings.** Maker shall provide Lender with written notice at least thirty (30) days prior to any bond offering by Maker. Lender shall have the right, in its sole discretion, to modify the rate and other terms applicable to the Loan in the event of any such bond offering.

(h) **Notice to Lender.** Maker shall provide written notice to Lender, within ten (10) business days of the occurrence of any event that: (i) does, or with the passage of time would, constitute a default under any of the Loan Documents or any other agreement, whether the Lender is a party or beneficiary of such agreement, to which Maker is bound; or (ii) constitutes a material adverse change in the financial condition of Maker.

Section 7. Negative Covenants. Maker covenants and agrees that from the date of this Agreement until payment in full and extinguishment of: (i) the Loan together with any further right of Maker to receive further advances under the Loan, and (ii) all other indebtedness of Maker to Lender, together with any further right of Maker to receive advances under any indebtedness to the Lender, unless Lender shall otherwise consent in writing, Maker will not:

(a) **Guarantees.** Guarantee or otherwise become responsible for obligations of any other person, corporation, or entity.

(b) **Transfer of Interests.** Sell, convey, assign, lease, pledge or otherwise transfer any interest of Maker.

(c) **Secondary and/or additional financing.** Incur, undertake or assume any secondary or additional financing above or beyond the Loan.

Section 8. Financial Reports, Statements and Returns. Maker covenants and agrees that from the date of this Agreement until payment in full and extinguishment of: (i) the Loan together with any further right of Maker to receive further advances under the Loan, and (ii) all other indebtedness of Maker to Lender, together with any further right of Maker to receive advances under any indebtedness to the Lender, unless Lender shall otherwise consent in writing, Maker will fully comply, or cause to be complied, with the following provisions:

(a) **Maker Financial Statements.** Maker shall deliver to Lender, within thirty days of Lender's request, and within thirty (30) days after the end of each of Maker's fiscal years, audited financial statements to consist at a minimum of (i) a balance sheet for Maker as of the end of such fiscal year and a statement of profit and loss for Maker for each such fiscal year, together with all supporting schedules, and (ii) certificates of Maker's chief financial officer that such documents (1) were prepared in accordance with GAAP applied on a Consistent Basis, or in accordance with such other principles or methods as are reasonably acceptable to Lender, (2) fairly present the financial condition of Maker, (3) show all material liabilities, direct and contingent, and (4) fairly present the results of Maker's operations.

(b) **Other Financial Information.** Maker shall deliver, promptly, such other information regarding the operation, business affairs, and financial condition of Maker which the Lender may reasonably request.

Section 9. Conditions Precedent. The obligations of the Lender to make the Loan pursuant to this Agreement are subject to the following conditions precedent:

(a) **Commitment Letter.** Maker's full compliance with all conditions set forth in the Commitment Letter to the satisfaction of the Lender and its counsel.

(b) **Additional Documents.** Receipt by Lender of such additional supporting documents as the Lender or its counsel may reasonably request.

(c) **Non-Default.** No event of default or any event which upon notice or lapse of time or both would constitute such an event of default shall have occurred and be continuing under the Loan Documents.

Section 10. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) the failure to make any payment of principal and/or interest under the Note or any other obligation of Maker to Lender (i) within ten (10) days of when due, as to any regular payment and/or (ii) when due as to any payment due on demand, at maturity or by acceleration;

(b) default, which is not cured within the applicable grace or curative period, if any, shall occur in any other obligation, liability or indebtedness of Maker to Lender or to any other party;

(c) if any representation or warranty of Maker in any of this Agreement, any of the other Loan Documents, or in any certificate or statement furnished at any time thereunder or in connection therewith proves to be untrue or misleading in any material respect when made or furnished;

(d) default which is not otherwise the subject of any other provision of this Section shall occur in the performance or violation of any of the covenants or agreements of Maker contained in this Agreement, the Note, or any other Loan Documents and such default is not capable of being cured, or if capable of being cured shall continue uncured to the reasonable satisfaction of Lender for a period of thirty (30) days after written notice thereof from Lender to Maker, or such other lesser or greater period of time, if any, with or without notice as specifically set forth in the applicable document or instrument;

(e) the commencement of a proceeding by or against Maker for dissolution or liquidation, the voluntary or involuntary termination or dissolution of Maker or the merger or consolidation of Maker with or into another entity;

(f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against Maker;

(g) the failure of Maker to timely deliver such financial statements as required by the Loan Documents or as Lender shall request from time to time;

(h) the entry of a judgment against Maker which Lender deems to be of a material nature, in Lender's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof;

(i) the determination by Lender that it is insecure for any reason;

(j) the determination by Lender that a material adverse change has occurred in the financial condition of Maker.

Section 11. Remedies Upon Default. In the event of the occurrence of any of the above listed events of default, then Lender may at any time or times thereafter, at its option, take any or all of the following actions, at the same or different times:

(a) Declare the balance of the Note to be forthwith due and payable, both as to principal and interest, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived by Maker, anything contained herein or the Note to the contrary notwithstanding; and/or

(b) Require the Maker to pledge such collateral or additional collateral to the Lender from Maker's assets and properties, the acceptability and sufficiency of such collateral to be determined solely by Lender; or reduce the outstanding principal balance, or both; and/or

(c) Exercise such other rights and remedies as the Lender may be provided in this Agreement or under any of the other Loan Documents, or as provided by Law or equity.

(d) The rights of Lender and its successors and assigns hereunder or under any other Loan Document, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Lender may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages and security agreements, and preservation of security as provided at law. No act of Lender or its successors or assigns, shall be construed as an election to proceed under any one provision to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

Section 12. Miscellaneous Provisions.

(a) **Time of the Essence.** Time is made of the essence for this Agreement and the Loan Documents.

(b) **Non-Impairment.** If any one or more provisions contained in this Agreement or any other document executed pursuant to this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the documentation executed pursuant hereto, shall not in any way be affected or impaired thereby and this Agreement shall otherwise remain in full force and effect.

(c) **Annual Review of Revolving Loan.** The Lender will review this Revolving Loan and Maker's financial statements annually and determine, in its sole discretion, whether to (i) extend the Revolving Loan, and (ii) continue to allow draws under the Note. In connection with the Lender's review Maker shall, not less than thirty (30) days prior to the anniversary date of the execution hereof, provide to the Lender with such financial statements and other financial or other documents as Lender may require. Notwithstanding the aforesaid, all outstanding advances disbursed under the Revolving Loan shall be paid during the resting/clean up period pursuant to Section 6(b), hereof, and unless Lender notifies Maker in writing that the Revolving Loan has been extended, this Agreement shall terminate and all outstanding sums owed shall become due and payable pursuant to the terms set forth in the Note.

(d) **Waiver.** Neither the failure nor any delay on the part of the Lender in exercising any right, power, or privilege granted pursuant to this Agreement, the Note, or any other Loan Document, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

(e) **Modification.** No modification, amendment, or waiver of any provision of this Agreement, the Note or any other Loan Document shall be effective unless in writing and signed by the Lender, it being acknowledged by the parties hereto that all terms, conditions and covenants therein and herein contained are deemed to be material and relied upon by the Lender.

(f) **Documentary Stamp Taxes, Etc.** Throughout the term of the Loan, Maker shall be obligated to and shall pay all documentary stamp taxes, intangible taxes and all other similar taxes required to be paid at any time on the Loan, whether on any original or renewal promissory note or otherwise, together with any and all interest and penalties due thereon. This provision shall in any event survive any payment of the Loan, return of any promissory note evidencing the Loan or return of any guaranty.

(g) **Attorney's Fees.** In the event that Maker shall default in any of its obligations under this Agreement, the Note, or any other Loan Documents and the Lender believes it reasonably necessary or proper to employ an attorney to assist in the enforcement or collection of the indebtedness of Maker to Lender or to enforce any other term or condition of this Agreement, the Note, or any other Loan Documents, or in the event the Lender voluntarily or otherwise shall become a party to or involved in any suit or legal proceeding (including a proceeding conducted under the Bankruptcy Code), Maker agrees to pay the reasonable attorney's fees of Lender and all costs that may be incurred by Lender. Maker shall be liable for such attorney's fees and costs whether or not any suit or proceeding is commenced (including costs for appellate proceedings, if any).

(h) **Interest.** Anything contained herein, the Note, or any other document executed pursuant to this Agreement, notwithstanding, if for any reason the effective rate of interest on any advances shall exceed the maximum lawful rate of interest, the effective rate of interest shall be deemed reduced to and shall be such maximum lawful rate, and any sums of interest which have been collected in excess of such maximum lawful rate shall be applied by the Lender as a credit against the unpaid principal amount due thereunder.

(i) **Assignment.** This Agreement shall be binding upon the parties and their respective successors and assigns. Lender's interest in the Note, and any other collateral, and its rights hereunder are freely assignable, in whole or in part. Maker may assign its rights and interests hereunder only with the prior written consent of the Lender, and said assignment shall not release Maker from responsibility hereunder.

(j) **Applicable Law Jurisdiction.** This Agreement and the rights and obligations of Maker and Lender shall be governed by and interpreted in accordance with the law of the State of Florida. In any litigation in connection with or to enforce this Agreement or other Loan Document Maker irrevocably consents to and confers personal jurisdiction on the courts of the State of Florida or the United States located within the State of Florida and expressly waives any objections as to venue in any such courts.

(k) **Delivery of Documentation to Third Parties.** The Lender is hereby authorized to deliver a copy of any financial statements or any other information relating to the business operations or financial condition of Maker which may be furnished to it or come to its attention pursuant to the Loan Documents or otherwise, to any regulatory body or agency having jurisdiction over Lender or to any person which shall, or shall have the right or obligation to, succeed to all or any part of Lender's interest in the Loan Documents.

(l) **Revolving Nature of Loan.** The outstanding principal balance under the Note may fluctuate up and down from time to time, but shall not exceed an aggregate principal amount outstanding at any one time of the face amount of the Note, plus other amounts which Lender has the right to advance under the Loan Documents to protect its security. It is the intent of the parties that the amount available under the Note shall be reduced by any amounts proposed to be funded under this Agreement, and shall be increased by any amounts repaid on the principal amount of said Note.

(m) **Facsimile/Counterparts/Electronic Medium.** An executed facsimile (i.e., the transmission by any signatory via facsimile machine, by email or other electronic media of his or her signature on an original of any copy of this instrument) shall be an acceptable form of acceptance of this Agreement. This Agreement may be executed by the parties hereto individually or in combination, in any number of identical counterparts, and the signatures of all signatories hereto need not be contained on any one single counterpart hereof; that, if so executed, each of such counterparts shall be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement (but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart); that a facsimile signature (i.e., the transmission by any signatory via facsimile machine, by email or other electronic media of his or her signature on an original of any copy of this instrument) shall be deemed to be the delivery by such signatory of his or her original signature hereon; and that, if desired, the signature pages from separately executed original counterparts of this instrument may be combined to form one or more fully executed original counterparts. Lender is authorized to maintain, store and otherwise retain this Agreement in its original, inscribed tangible form or a record thereof in an electronic medium or other non-tangible medium which permits such record to be retrieved in perceivable forms and such retrieved form shall be deemed a duplicate original.

(n) **Waiver of Jury Trial.** MAKER BY ITS EXECUTION HEREOF KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, ANY RIGHT WHICH IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING (WHETHER AT LAW OR IN EQUITY) BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY OF THE TRANSACTIONS PROVIDED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY OR THEIR RESPECTIVE OFFICERS, PRINCIPALS, PARTNERS, EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS-CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE. MAKER HEREBY AGREES THAT IT SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LITIGATION, ACTION, SUIT OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER'S ACCEPTANCE OF THIS AGREEMENT.

[SIGNATURES FOR MAKER AND LENDER APPEAR ON FOLLOWING PAGES]


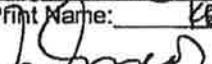
[SIGNATURE PAGE FOR LOAN AGREEMENT THE CITY OF BELLE ISLE, FLORIDA LOAN FROM FIRST SOUTHERN BANK]

Signed, sealed and delivered in the presence of:

"BORROWER"

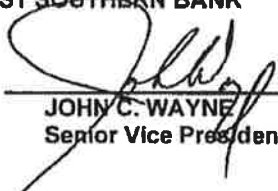
THE CITY OF BELLE ISLE, FLORIDA

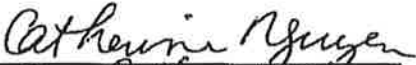

By: 
WILLIAM G. BROOKS
Mayor


Print Name: KENNA SEVERNS

Print Name: LUCIA RAMOS

"LENDER"

FIRST SOUTHERN BANK

By: 
JOHN C. WAYNE
Senior Vice President


Print Name: Catherine Nguyen

Print Name: KENNA SEVERNS

**Belle Isle Issues Log
8/7/2018**

<u>Issue</u>	<u>Description</u>	<u>Start Date</u>	<u>POC</u>	<u>Expected Completion Date</u>	<u>Completed Action</u>	<u>Next steps</u>
Cornerstone Charter Academy Stormwater Discharge issue	In November, Orange County made City aware of turbidity issue with storm water discharge from CCA Property to OC Storm pipe. OC may fine City is not corrected.	1/11/2016	CM/CE	Open	Water sampling revealed that there are high levels of nitrogen causing algae blooms. OCEPD reviewing fertilizer put on the field. Harris Engineering to use GPR to find any unrecorded pipes. City will divert water from drainage ditch to Wallace Field.	On hold until the City and EDP meet to discuss further. Also on hold to see what plans are made for this area. City Attorney Office is reviewing Use Agreement with CCA.
Gene Polk Park (Delia Beach)	Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem.	4/3/2017	CM/CE	9/30/2019	CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.	Another change to contract documents, so approval is delayed to determine FEMA Funds approval.
Street Paving	Council approved project for paving several streets in the City. Middlesex Paving is the contractor	8/12/2017	PW/CM	9/30/2017 Completed for 2017	CM to consider change in the Scope of the Project to look at curb replacement.	Waiting quotes for curbing and paving around City Hall area.
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, McCawley Ct., Swann Beach, 3101 Trentwood.	4/3/2017	PW/ENG	8/31/2018	Construction plans being developed for St. Partins, Wind Drift, Nela Ave and Daetwyler for next budget year. LCS Project to begin June 18.	LCS Project: Miami Curbs installed. Looking at collection vault on lake lot.
Traffic Studies	Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.	4/3/2017	CM/Eng.	12/31/2018	Trentwood issues completed except for repair of chicane. Focus is on Transportation Master Plan (TMP). Community Meeting on TMP held on June 21, 2018. 20 residents attended. Community Survey was put on line.	Consultant created proposed of goals and objectives (See agendapacket for August 7 Meeting)
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	G'Werks to do fountain. Centerpiece is here. Should see demo of roundabout soon after Perkins Ramp is complete.	Contractor to start the project. Demo of circle to take place next week. Police/Public Works to help with MOT.
Standardize Park Signage	Council held a workshop on June 14 to discuss park issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.	6/14/2017	CM	9/30/2018	New signs will be made and replace the current signs for parks. Meeting with sign maker on August 1st. New signs in for design	Next year budget item

**Belle Isle Issues Log
8/7/2018**

Wallace/Matchett Area	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	9/30/2018	Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration.	Schedule workshop to determine amenities to field.
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at	3/20/2018	CM	8/31/2018	Staff is identifying possible parcels for purchase or other means of acquiring property. Working on purchase of Cross Lake. Waiting on appraisal.	See Council Packet for Cross Lake Purchase and 2635 McCoy land donation. BOA purchase still being looked at.
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Ongoing	Capital Facility Plan complete. HVAC equipment to be here in July. 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 met with CCA Consultant. Report to CCA is expected to be revised. CM comments on report will be by separate email.
Short Term Rental	Council discussed short term rentals and directed staff prepare paper for April 17 Meeting	3/20/2018	CM	8/31/2018	Staff is preparing information on short term rentals. Council held workshop on June 29 to discuss issues.	Ordinance revised. Expect to be on the August 21 Council meeting.
Strategic Plan	The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan.	4/3/2017	Council/C M	Ongoing	Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan.	Strategic Planning Session scheduled for October. CM looking for facilitator

**Belle Isle Issues Log
8/7/2018**

Bird Sanctuary Designation	The City has an ordinance designating Belle Isle as a Bird Sanctuary; however it is not recognized by the state (FWC). In speaking with the FWC Regional Director, the city has not applied for the designation IAW Florida Statutes. The Council would like to have BI recognized as a bird sanctuary hoping that it will protect many of the birds that call Lake Conway home.	4/3/2017	CM	12/31/2017 Completed 7/3/2018	Application completed per Florida Statutes and sent to FWC for consideration at FWC January Meeting. New ordinance adopted IAW FWC guidelines and FAL 68a-19.002	Second Reading and adoption at August 7 meeting. Signage per agreement is made. Sent to sign maker for estimate of cost.
Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Ongoing	Meet with consultant to determine what was done and what is left to do.	Moratorium on lot splits. Report due to Council with recommendations at October 16 Meeting
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. In March, the consultant told the Council that the plan is up to date and no changes are necessary. CM believes that changes are needed. They could be made anytime.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Comp Plan review started by CM. Revisions needed if Annexations occur. Planner assisting in Comp Plan update
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	12/31/2017	Council determined the priority to annex.	CM to set up a series of community meetings to discuss annexations with residents (after passage of budget). Keeping in contact with OC Planning for next PC Community Meeting
Sustainability	Council discussed sustainability and energy initiatives.	4/3/2017	CM	12/31/2107	Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)	Quotes received for solar on BIPD and possibly City Hall.
Tree Issues	There have been several issues regarding trees, tree care, and concerns on landscaping requirements to save trees. The City recently created a Tree Advisory Board that will review the standards of tree care	11/21/2017	CM Tree Board	3/31/2018	Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection. Arbor Day held. Tree ordinance back to Tree Board for further changes.	City received its first Tree City USA designaiton.

Belle Isle Issues Log
8/7/2018

Parking	Council directed review and possible changes to parking ordinance. Focus on parking on grass and in front yards	6/19/2018	CM Code Enf	9/30/2018	Staff to review parking ordinances and BIMC.	Changes made to parking Ordinance. Staff discussing changes. For August meeting.
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