



## CITY OF BELLE ISLE, FL

### CITY COUNCIL MEETING - OATH OF OFFICE CEREMONY

Held in City Hall Chambers 1600 Nela Avenue, Belle Isle

Held the 1st and 3rd Tuesday of Every Month

Tuesday, April 01, 2025 \* 6:30 PM

### AGENDA

#### City Council

Mayor Jason Carson

Vice-Mayor – OPEN

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski |

District 3 Commissioner – OPEN | District 4 Commissioner – OPEN |

District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith | District 7  
Commissioner – Jim Partin

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Commissioner Smith, District 6
3. **Presentations**
  - a. Swear-In: Mayor Jason Carson
  - b. Swear-In: Commissioner Holly Bobrowski
  - c. Appointment of Vice Mayor - BIMC Section 4.03
  - d. Arbor Day Art Contest Winners: HS-1st Place Grace, Elem-1st Place-Simone, 2nd Place-Madison and 3rd Place Kylie
4. **Public Comments & Announcements** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
  - a. Approval of the City Council Meeting Minutes - March 4, 2025
  - b. Approval of City Council meeting minutes - March 18, 2025
6. **Unfinished Business**
  - a. ORDINANCE NO. 25-04: FIRST READING AND CONSIDERATION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING ARTICLE V OF CHAPTER 30 OF THE CITY CODE AUTHORIZING THE USE OF GOLF CARTS WITHIN CERTAIN COMMUNITIES AND ON STREETS DESIGNATED IN RESOLUTIONS ADOPTED BY THE CITY COMMISSION; PROVIDING FOR THE ESTABLISHMENT OF AN APPLICATION PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.
7. **New Business**
  - a. Appointment of District 1 Planning & Zoning Applicant - Robert Agrusa
  - b. Appointment of District 1 Planning & Zoning Applicant - Joel Shear
  - c. Amendment to City Manager Employment Agreement
8. **Attorney's Report**
9. **City Manager's Report**
  - a. City Manager's Report and Task List
  - b. Chief's Report
  - c. Public Works Report
10. **Mayor's Report**
11. **Commissioners Report**
12. **Adjournment**







Age:  
7

Name:  
Kylie Carson





# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, March 4, 2025 \* 6:30 PM  
**MINUTES**

**Present was:**

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

**Absent was:**

- District 3 Commissioner – Danny Otterbacher**

**1. Call to Order and Confirmation of Quorum**

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

**2. Invocation and Pledge to Flag - Commissioner Otterbacher, District 3**  
Comm Partin gave the Invocation and led the Pledge to the Flag.

Mayor Fouraker asked for a motion to excuse Comm Otterbacher.  
**Comm Carson moved to excuse Comm Otterbacher from tonight's meeting.**  
**Comm Smith seconded the motion, which passed unanimously 6:0.**

**3. Presentations – N/A**

**4. Public Comments & Announcements**

Mayor Fouraker opened for public comments.

- Marilyn Singer, residing at 2327 Nela Avenue, said she would like to comment on the lot split agenda item. She would like the Council to consider tabling the discussion to a future agenda item.
- Attorney Tom Callan represents Marvel Quevedo and her agency, located off of Hoffner Road in the city. He spoke briefly about the proposed ordinance changes on flag lots. One of the unintended consequences is that if flag lots are not allowed, a property can have more lots than fewer. The new definition for flag lots alters the lot widths in Section 50-33 requirements and helps fill the gaps in the code, thereby supporting his client in the current lawsuit and having unintended consequences. He spoke briefly about the Quevedo property and continues to encourage a resolution with the City.
- Former Mayor Lydia Pisano, residing at 4318 Kezar Court, thanked the City for opting back into early voting. She spoke briefly on the consolidation of both precincts. She noted that it affected 850 residents, and given the limited parking at City Hall, this issue should be taken into consideration in the future. She further asked if the City would be open to place the Campaign Reports online for transparency, similar to other cities.

With no further comments, Mayor Fouraker closed the public comments section.

**5. Consent Items**

- a. Approval of the City Council Meeting Minutes – February 18, 2025
- c. Approval of Surplus Items – PD Outdated Computer Equipment

Comm Smith edited the minutes of February 18, 2025. The changes should be as follows, Page 3, Item 12 reads, "There being no further business, Vice Mayor Carson called for a motion to adjourn the meeting, which passed unanimously at 8:00 pm."

Should read, "There being no further business, ~~Vice Mayor Carson~~ Mayor Fouraker called for a motion to adjourn the meeting, which passed unanimously at 8:00 pm."

**Comm Smith moved to approve the consent items with the amended minutes as discussed.  
Comm Carson seconded the motion, which passed unanimously 6:0.**

**6. Unfinished Business**

- ORDINANCE 25-02 - Second Reading and Consideration: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 26 ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES" OF THE CITY OF BELLE ISLE CODE OF ORDINANCES TO ADD A NEW ARTICLE III ENTITLED "OFFENSES INVOLVING PUBLIC PEACE AND ORDER," TO PROHIBIT URINATING AND DEFECATING IN PUBLIC, TO PROHIBIT PUBLIC CAMPING, TO PROHIBIT SITTING OR LYING ON SIDEWALKS AND BICYCLE PATHS, AND PROVIDE FOR TRESPASS WARNINGS ON PUBLIC PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

**City Clerk read Ordinance 25-02 by Title.  
Comm Smith moved to adopt Ordinance 25-02 as presented.  
Comm Lowell seconded the motion, which passed unanimously upon roll call 6:0.**

**7. New Business**

- **Review of Ordinance No. 25-03** - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 50, ARTICLE II, SECTIONS 50.32 AND 50.33 OF THE CITY CODE GOVERNING SUBDIVISION REGULATIONS TO PROHIBIT THE CREATION OF FLAG-SHAPED LOTS ON LAKEFRONT AND CANAL FRONT LOTS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

City Manager Rudometkin spoke briefly about the new language, as discussed by the Council at a previous meeting. The Planning & Zoning Board recently heard and reviewed the proposed ordinance and voted to approve the change for Council discussion. The staff report recommends expressly prohibiting all flag lots within the City. Should the Board recommend approval of the attached ordinance, the staff recommends that conditions for flag lots be established under special circumstances and as part of application submissions for formal or informal subdivisions within the City limits.

CM Rudometkin reminded Council that the applicant for a lot split on Matchett will be placed on the agenda in April. CM said the biggest issue is conformity. Does the flag lot application conform to the current code?

Comm Vertolli opposed the proposed language change. If there are to be changes, they should be open to all residents.

Comm Smith said changes to the lot split language should be available to all residents and believes the proposed ordinance should be tabled for further discussion and rewritten.

Comm Bobrowski said she does not have any issues with flag lots or lot splits. With the proposed changes, is the Council alienating some residents? Does the current code permit the Council to consider and potentially approve a flag lot near a lake or canal, provided it conforms to the Code? Attorney Pownall said it would be up to the Council.

Comm Bobrowski asked if we pass the proposed changes, will the Council still be able to consider or potentially approve a flag lot near a lake or canal? Attorney Pownall said no, not if it is on the lake or canal. If it is in the Code, it is prohibited.

Comm. Bobrowski said the proposed changes are not fair and should be reviewed on an individual basis, regardless of whether the property is landlocked or has an overlay. Keep it simple as long as it conforms to the Code.

Comm Partin briefly spoke of a prior application that was denied, leading to a lawsuit. The intention of the proposed language and discussions on overlays was to eliminate legal action. He would like to see staff provide other options for proposed changes.

Comm Lowell asked if this proposed ordinance were to pass, would there be open applications that it would affect? CM Rudometkin said other than the lawsuit, he is not aware of any pending applications.

Comm Carson said he is not in favor of the current language and would like to continue discussions.

Mayor Fouraker stated that this agenda item should be discussed in a workshop setting. With a City our size, there is a more academic way to approach this issue. The Council can task the Planner to review the City with each District Commissioner, through the City Manager, to identify areas of potential flag lot opportunities and gather feedback from those areas. The Planner can work with a GIS map and bring forward findings for Council discussion.

After discussion, the Council reached a consensus to have the Interim City Planner, CM, and City Attorney discuss other language options and make changes for further consideration. CM Rudometkin said that we are not a growth City but a redevelopment City. CM Rudometkin said he would schedule a workshop for the next discussion.

**8. Attorney's Report – No report.**

**9. City Manager's Report**

- City Manager's Report
  - CM Rudometkin announced that Doug DeYoung from the Special Events Committee has resigned. He spoke briefly about opening Board and Committee seats at large.
  - The City Manager presented the City Manager's Task List as highlighted the following,
    - Scheduling Road Shows with districts to discuss tax increases – District 6 is scheduled for March 22.
    - Arajo condemnation will be on the agenda for March 18<sup>th</sup>, allowing a potential buyer to present an appeal to the Council.
    - Hurricane Ian - working towards the final discovery process with the State.
- Chief's Report  
DC Millis reported the following,
  - DC Millis announced the Arbor Day Event on Saturday.
  - PD Boat dock is looking great and should be ready for use in the Spring.
  - DC Millis shared the concerns about motorcycles in our City and the Agency's use of the newly installed cameras on the vehicles' dashboards. He will bring a video to the next CC meeting.
- Public Works Report  
Phil Price announced the following,
  - PD Boat dock is coming along very nicely, and he invited Council to the site.
  - Scheduling, City Hall upgrades
  - Jade Pump Station electrical is being updated and is on schedule.
  - Mr. Price addressed issues with unleashed dogs and dog feces in city parks. It is getting out of hand, and the staff is seeking ways to be proactive in informing residents about the importance of pet upkeep.

**10. Mayor's Report**

Mayor Fouraker stated that he has a scheduling conflict for the Metroplan meeting on Thursday. Comm. Smith and Comm. Bobrowski said they would be able to attend as alternates.

**11. Commissioners Report**

- Council thanked staff for their hard work. Reminded all of the upcoming election and challenged all residents to participate in their City and be part of the Council, Boards, and Committees.
- Comm Bobrowski said the Council recently filled out an evaluation of the CM. She noted that it may be beneficial for staff to submit an assessment of leadership. This will allow for clarity on expectations, project timelines, and accountability and hold the Council to the same standard.
- Comm Lowell said on numerous occasions there are many solicitors in her neighborhood. She reminded the residents that solicitors need a permit from the City and should not be afraid to let them know.
- Comm Smith extended an invitation to all of the Council to his District for the Roadshow on March 22 to generate a little more interest.

Council appointed him to the PRM Board. He would like to submit a response for HB301. Could he send it as a commissioner or a resident, and should he obtain Council approval? Attorney Pownall said he could submit as District 6 Commissioner. The consensus was to have the City Clerk send the letter template to the Council regarding House Bill 301.

**12. Adjournment**

There being no further business, Mayor Fouraker called for a motion to adjourn the meeting, which passed unanimously at 7:50 pm.





# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, March 18, 2025 \* 6:30 PM  
**MINUTES**

**Present was:**

- District 1 Commissioner – Frank Vertolli
- District 3 Commissioner – Danny Otterbacher
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

**Absent was:**

- Mayor - Nicholas Fouraker
- District 2 – Holly Bobrowski
- District 4 – OPEN

**1. Call to Order and Confirmation of Quorum**

City Manager Rudometkin announced that the Mayor would not be in attendance. Due to the Election of a Mayor, the Vice Mayor seat is open, and Comm Lowell has agreed to chair the meeting.

**Comm Smith moved to appoint Comm. Lowell as acting Mayor.  
Comm Vertolli seconded the motion, which passed unanimously 5:0.**

Acting Mayor Beth Lowell called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Langley, Chief Grimm, DC Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

**2. Invocation and Pledge to Flag**

Acting Mayor Lowell gave the Invocation and led the Pledge to the Flag.

Acting Mayor Lowell announced that Comm Partin is in attendance via phone. Acting Mayor Lowell requested a motion to excuse Mayor Fouraker and Commissioner Bobrowski.  
**Comm Vertolli moved to excuse Mayor Fouraker and Comm Bobrowski from tonight's meeting.  
Comm Otterbacher seconded the motion, which passed unanimously 5:0.**

**3. Public Comments & Announcements**

There being no public comments, Acting Mayor Lowell closed the public comment section.

**4. Presentations – N/A**

FLC Announcement/Congratulations – Comm Stan Smith Completion of Institute for Elected Municipal Officials

**5. Consent Items**

- a. Surplus of Outdated Electronics and Office Furniture
- b. Recorded Canvassing Results of the 2025 Mayoral Election  
**Comm Vertolli moved to approve the consent items as presented.  
Comm Otterbacher seconded the motion, which passed unanimously 5:0.**

**6. Unfinished Business**

- a. Comp Plan Amendment - ORDINANCE NO 25-01 SECOND READING AND ADOPTION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, ADOPTING A COMPREHENSIVE PLAN AMENDMENT RELATING TO THE WATER SUPPLY FACILITIES WORK PLAN, PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

City Manager Rudometkin introduced Ordinance 25-01, a Comprehensive Plan amendment, and stated that Alexis Crespo from RVi Planning & Landscape Architecture, a city consultant, is available to answer any questions. City Manager Rudometkin read Ordinance 25-01 by Title.

**Comm Smith moved to adopt Ordinance 25-01 as presented.  
Comm Vertolli seconded the motion, which passed unanimously upon roll call 5:0.**

b. 3904 Arajo Court Condemnation Update

City Manager Rudometkin gave an update on the 3904-property condemnation. He stated that Mr. Giles had spoken to the homeowner, Lizar Armstead Stoval, who was present to provide testimony and answer any questions.

Ms. Lizar Stoval, residing at 2801 East Colonial Drive, Apt. 123, Orlando, FL 32803, thanked the Council for considering postponing the condemnation to allow her time to resolve the repairs to her home. She spoke briefly about the issues she encountered while awaiting FEMA reimbursement for the damage to her house.

Comm Smith asked where the Council stands legally if they were to give the homeowner Ms. Stoval 30 days to come forward with a plan of action for rehabilitation of the house.

Phil Price, the Public Works Director, stated that he has contacted the contractors and informed them that the quote is on hold until the Council confirms, at which point he can schedule a date.

Acting Mayor Lowell shared that, in the interim, the house poses a safety hazard.

Jeffrey Giles, residing at 1522 Cove Drive, stated that he has met with Ms. Stoval and requested that the Council consider allowing one month to gather information on the liens on the home and bring forward an agreement for its repair.

Comm Partin said the City has paid quite a bit of money thus far and would like to know if the City can recoup some of the expenses incurred.

Attorney Langley said the City has a condemnation order, and the Council has the option to delay the process. He encouraged the Council to request a plan of action and answers on how the homeowner will move forward. Attorney Langley said the Council's request to recoup some of the costs is reasonable. He would be able to gather the total costs and code liens and present them to the Council and the homeowner.

After further discussion, the Council reached a consensus to agree to a 30-day extension, no later than April 15, to allow the homeowner to present a contracted plan of action.

**Comm. Smith moved to delay the condemnation of 3904 Arajo Court and request a report date of April 15, 2025, to the Council. Comm Lowell seconded the motion, which passed unanimously 5:0.**

c. Golf Cart Ordinance Discussion and Proposed Changes

Chief Grimm presented draft ordinance changes to align the City's Golf Cart regulations with Florida State Law and to introduce new provisions to enhance safety and clarity regarding the operation of golf carts and low-speed vehicles within the City limits. He proposed changes to golf cart definitions, clarification on designated sidewalks, age restrictions, and other legal enhancements (i.e., use as a utility vehicle or for pulling). He stated that the City cannot enforce child safety seats or restraints in golf carts in their ordinance. The council consensus was to present an ordinance for the first reading at the next Council meeting.

**Comm. Smith moved to proceed with the golf cart ordinance update for the first reading at the next Council meeting. Comm Lowell seconded the motion, which passed unanimously 5:0.**

d. Review and Approval of Tree Board Ordinance Updates

City Manager Rudometkin presented a simplified draft of the City permit application and fees. After the presentation, the Council consensus was to approve the following changes to the permit and fee schedule,

1. Tree removal applications from \$25 to \$35.00
2. Removal of a healthy tree with a diameter at breast height (DBH) of 4 to 24 inches incurs a fine cost of \$50.
3. Removal of a healthy tree with a diameter at breast height (DBH) of over 24 inches incurs a fine cost of \$100.
4. No changes to the current language.

The Council discussed the current process for the requirements of an application, the arborist's report, and contractor registrations.

**Comm Otterbacher moved to approve the tree removal application and fee schedule with the amounts discussed.**

- Tree removal applications from \$25 to \$35.00
- Removal of a healthy tree with a diameter at breast height (DBH) of 4 to 24 inches incurs a fine cost of \$50.
- Removal of a healthy tree with a diameter at breast height (DBH) of over 24 inches incurs a fine cost of \$100.
- Remove the added language to allow the Tree Board approval to remove a health tree.
- No changes to the current language.

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

**7. New Business**

a. Vacancies – Districts 3 and 4

City Manager Rudometkin discussed the open City Council vacancies. He requested Council approval to post the vacant seats for Districts 3 and 4 before the April 1, 2025, vacancies. According to the Charter, the Council shall advertise the vacancies for 30 days to initiate the appointment process.

Acting Mayor Lowell noted the residents’ concerns that most of the Council members have been appointed and asked if the Council would be able to hold a special election. Attorney Langley said the Charter provides a process for filing the seats. If the Council chooses to amend this in the future, it will be required to do so through a referendum.

**Comm Vertolli moved to direct the City Manager to post District 3 and 4 Commissioner seats as soon as possible, Comm. Smith seconded the motion, which passed unanimously 5:0.**

**8. Attorney's Report – No report.**

**9. City Manager's Report**

a. City Manager's Report

The City Manager presented,

- City Manager’s Task List
  - Will provide options to gain some interest on Boards and Committees by posting at large.
  - The City Planner position will be posted in a couple of months to allow Ms. Fisher to catch up on open permits.

b. Chief's Report

- Chief Grimm announced
  - New PD decal vehicles – first rotation on the road
  - Water Activity – PD issued 32 citations. Issues at Randolph Ramp were handled accordingly by Orange County
  - PD Canine has been born and will join the staff in 10 weeks.
  - The Tallahassee trip went well – the PD and City agendas were presented to the representatives to get our story told.
  - Officer Mathews presented a video on how the police department is combating crime and addressing issues related to motorcyclists.

c. Public Works Report

Phil Price reported that

- 90% of the PD Boat Dock has been completed and should be ready for the Summer.
- Jade Pump Station generator has been installed and should be up and running before hurricane season
- The sidewalk repair is back on schedule.

**10. Mayor’s Report - na**

**11. Commissioners Report**

- Council thanked Mayor Fouraker for his time and commitment to the city and its residents.
- Comm Vertolli said the Youth Council application would be sent to the appropriate schools and placed on the website. Comm Vertolli said he would like a future agenda item to discuss future elections to coincide with Orange County.
- City Manager Rudometkin stated that the City Manager Evaluation will be scheduled for the April 1 Workshop from 6-6:30 pm
- Comm Smith announced that his appointment to the Tri County Board will take effect on May 1, 2025.
- The Council thanked the Mayoral candidates for running.

**12. Adjournment**

There being no further business, Acting Mayor Lowell called for a motion to adjourn the meeting, which passed unanimously at 8:00 pm.

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

**Meeting Date:** April 1, 2025  
**To:** Honorable Mayor and City Council Members  
**From:** Travis Grimm - Chief of Police  
**Subject:** ORD 25-04 First Reading (Updates to the Golf Cart Ord Discussed 3/18)

**Background:**

The purpose of this ordinance update is to align the city's golf cart regulations with state law and to introduce new provisions to enhance safety and clarity regarding the operation of golf carts and low-speed vehicles within the city limits. The proposed changes ensure consistency with state regulations and establish clear guidelines for the operation of golf carts and low-speed vehicles.

**PROPOSED CHANGES:**

**1. Definitions Update:**

- **Golf Cart:** A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes, not capable of exceeding speeds of 20 miles per hour. Golf carts operating within the city must meet the minimum equipment standards required by law and shall not be modified to increase power, wheelbase, or tire specifications beyond those of the standard manufactured gas or electric golf cart.
- **Low-Speed Vehicle:** Any four-wheeled vehicle with a top speed greater than 20 mph but not exceeding 25 mph, including neighborhood electric vehicles. Low-speed vehicles must comply with federal safety standards outlined in 49 C.F.R. s. 571.500 and Florida Statute 316.2122.

**2. Operational Restrictions:**

- Golf carts may only be operated on sidewalks that are at least eight feet wide and on designated paths authorized by the city.
- The number of occupants in a golf cart shall be limited to the number of available seats. Standing while the golf cart is in motion is prohibited.
- Golf carts are prohibited from towing any scooter, bicycle, skateboard, wagon, or other conveyance.

**3. Enforcement and Liability:**

- The absence of posted signage shall not serve as a defense against violations of the ordinance. Failure to post signage does not create liability against the city or its officials.
- Golf cart owners are responsible for payment of any fines associated with ordinance violations unless they provide clear and convincing evidence that another person had control of the vehicle at the time of the violation.
- In such cases, the owner must submit an affidavit identifying the individual who was in control of the golf cart, including their name, address, and driver's license number. The affidavit is admissible in legal proceedings and creates a rebuttable presumption that the identified individual is responsible for the fine.
- Owners are exempt from liability only in cases where the golf cart was stolen at the time of the violation.

**Staff Recommendation and Council Discussion Points:**

Staff recommend approval of the updated Golf Cart Ordinance to align with state law and enhance safety regulations. Approval will ensure consistency in enforcement and provide clear guidelines for operating golf carts within the city.

**Discussion Points:** N/A

**Suggested Motion:** “I move to advance Ordinance 24-04 to second reading and adoption at the next City Council meeting as presented (or, with the following changes...).”

**Alternatives:** N/A

**Fiscal Impact:** N/A

**Attachments:**

- Updated Golf Cart Ordinance Draft

**Sec. 30-201. Title; authority.**

- (a) This article shall be known and may be cited as the "Belle Isle Golf Cart Ordinance."
- (b) The city has the authority to adopt this article pursuant to Article VIII of the Constitution of the State of Florida, F.S. Ch. 166, and F.S. § 316.212.

**Sec. 30-202. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person or entity, including a homeowner's or community association, that is requesting that the Belle Isle City Commission adopt a resolution designating one or more golf cart communities and/or one or more golf cart permitted streets.

*Golf cart* means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. **Golf carts operating within the city shall meet the minimum equipment standards set forth in controlling law and shall not be modified to have increased power, wheelbase, or tire modifications from a standard manufactured gas or electric golf cart.**

*Low-speed vehicle* means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. **Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122.**

*Golf cart community* means a subdivision or community within the corporate limits of the city within which the Belle Isle City Commission has by resolution authorized the operation of golf carts on designated municipal streets within such subdivision or community.

*Golf cart permitted street* means a municipal street within the corporate limits of the city which has been designated by resolution of the Belle Isle City Commission for use by golf carts.

**Sec. 30-203. Golf cart operation.**

- (a) It shall be unlawful to operate a golf cart on any street or sidewalk within the corporate limits of the city unless expressly authorized by this article or Florida law.
- (b) Golf carts may be operated on city roadways within the defined boundaries of residential communities when such communities are approved by resolution as "golf cart communities. Golf carts may also be operated between golf cart communities that are adjacent, if such provision is specifically included by the city commission in the approving resolution. Golf carts may also be operated on streets meeting the requirements of this section once such street has been approved by resolution as a "golf cart permitted street."
- (c) "Golf cart permitted streets" and "golf cart communities" are subject to the following requirements:
  - (1) Unless otherwise expressly authorized pursuant to Florida law or by enabling resolution upon a showing of good cause, golf carts shall not be permitted operate upon a street with a posted speed limit in excess of 35 miles per hour.
  - (2) Unless otherwise expressly authorized pursuant to Florida law or by enabling resolution upon a showing of good cause, golf carts may not be operated across street with a posted speed limit of 35 miles per hour or greater.
  - (3) Notwithstanding subsection (c)(2), golf carts traveling along a designated golf cart permitted street may be permitted cross an intersecting street with a speed limit of 35 miles per hour or less at an

intersection that governed by a traffic control device or at a designated crosswalk if such use complies with the requirements of this article and Florida law.

- (d) Golf carts may be operated upon the sidewalks within the jurisdictional territory of the city subject to the following restrictions and requirements:
  - (1) The maximum speed for golf carts on sidewalks is 15 miles per hour.
  - (2) Golf carts operated upon sidewalks must meet the equipment requirements of section 30-203(e)(2) and (3).
  - (3) Golf carts may only be operated on sidewalks which are at least eight feet wide and sidewalks or paths designated by the city
- (e) It shall be unlawful to operate a golf cart upon any city street or city sidewalk unless said golf cart is equipped with efficient brakes, reliable steering apparatus, horn, safe tires, a rearview mirror, and reflective warning devices in both the front and rear as required by F.S. § 316.212(6).
- (f) Except as provided in section 30-203 (f)(1), it shall be unlawful to operate a golf cart upon any city street or sidewalk after sunset and before sunrise.
  - (1) Golf carts equipped with headlights, brake lights, turn signals and a windshield may be operated upon city streets and upon city sidewalks at any time.
- (g) This article is in addition to and not in lieu of the Florida Uniform Traffic Control Law, F.S. ch. 316. Golf carts shall comply with all applicable state traffic laws and provisions of this Code and may be ticketed for traffic violations in the same manner as motor vehicles.
- (h) The number of occupants in any golf cart operated on city roads and streets shall be restricted to the number of seats on the golf cart. No occupants of a golf cart shall stand at any time while the golf cart is in motion.
- (j) It is prohibited for golf carts to tow any scooter, bicycle, skateboard, wagon, or other conveyance.

**Sec. 30-204. Application for approval of a golf cart community and/or golf cart permitted streets.**

- (a) The city commission may, upon its own initiative or upon petition of an applicant, direct city staff to create a map or other diagram delineating the boundaries of a golf cart community and/or golf cart permitted streets and to prepare the appropriate resolution to be presented to the city commission. Any such resolution shall be acted upon only following an advertised public hearing preceded by at least seven days' notice thereof.
- (b) To receive approval, any resolution proposed under this article must include the requisite legislative findings as required by F.S. § 316.212, and a plan for the placement of the requisite signage within the golf cart community and the golf cart permitted streets.
- (c) The city commission may approve or disapprove any resolution presented under this article based upon its legislative determination as to whether golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume and character of motor vehicles using the road or street and such other factors as the city commission may deem appropriate, including input received at any public hearing.
- (d) The city commission may by resolution rescind a previously adopted resolution if the city commission determines that the operation of golf carts within any such golf cart community and/or golf cart permitted streets would constitute or has become a danger or detriment to the health, safety, welfare, or character of the community or the surrounding area. Any such resolution shall be acted upon only following an advertised public hearing preceded by at least seven days' notice thereof.

**Sec. 30-205. Age regulations.**

- (a) It shall be unlawful for an unlicensed driver under 18 years of age to operate a golf cart within the city.
- (b) Notwithstanding subsection (a), an unlicensed driver under 18 years of age who possesses a valid state-issued learner's permit may operate a golf cart shall be permitted to operate a golf cart within the city subject to the following requirements:
  - (1) The unlicensed driver under 18 years of age must be accompanied by another person who is at least 21 years of age and who holds a valid state-issued driver's license.
  - (2) The person accompanying the unlicensed driver under 18 years of age must occupy seat immediately to the right of the unlicensed driver.
  - (3) Except for the licensed occupant described in section 30-205(b)(1), an unlicensed driver shall not operate a golf cart occupied by passengers.
  - (4) An unlicensed driver shall not operate a golf cart between **thirty minutes before or after** sunset and sunrise.

**Sec. 30-206. Signage.**

The city shall provide proper signage pursuant to F.S. § 316.212(1), within 30 days of approval of a resolution to allow golf carts to be operated within a golf cart community or on a golf cart permitted street.

**It shall not be a defense of any enforcement action under the provisions of this article, in any forum or of any type or nature, that signage was not in place or was not noticed or understood by an operator of a golf cart.**

**The posting or failure to post signage under the provisions of this article shall not be the basis of any liability of any type or nature against the city or any of its officials, officers, or employees.**

**Sec. 30-207. Parking of golf carts.**

- (a) It shall be unlawful to park or leave unattended a golf cart in or upon a city street. right-of-way, sidewalk, or public park. Golf carts may not be parked upon private property that is not owned or leased by the owner of such golf cart without the permission of such private property owner.
- (b) Golf carts shall comply with all parking regulations set forth in this chapter.

**Sec. 30-208. Indemnification**

- (a) Each person operating or riding on a golf cart on city streets and all person who are passengers in such golf carts does so at his own risk and must operate such vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists and pedestrians.
- (b) The city in so designating certain city streets for the operation of the golf carts extends such operating privileges on the express condition that the operator of such golf carts undertakes such operation at his own risk and assumes sole liability for operating the vehicle on city streets and by such operation shall be deemed to agree to defend, release, indemnify and hold harmless the City of Belle Isle, its officials and employees for and regarding any and all claims, demands or damages of any nature whatsoever arising from such operation by any person against the City of Belle Isle.

**Sec. 30-209. Compliance; enforcement.**

- (a) The City of Belle Isle Police Department shall have power and authority to enforce the provisions of this article. Any person found in violation of this article shall be issued a City of Belle Isle Civil Citation (or notice of violation).



- (b) In addition to any fine levied under this article, the city may bring civil suit to restrain, enjoin or otherwise prevent the violation of this article in a court of competent jurisdiction. If the city brings suit to restrain or enjoin or to otherwise prevent the violation of this article, the city is entitled to recover its reasonable attorneys' fees and court costs from the named defendant in the action.

**Sec. 30-210. Violations; penalties.**

- (a) With the exception of section 30-207, violations of this article shall constitute a non-criminal infraction punishable pursuant to the provisions of F.S. § 316.212(9). The use of a golf cart resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are punishable pursuant to F.S. chs. 316, 318, and 319, as applicable.

- (b) *Violations.*

- (1) Violations of section 30-203(a), (d), and (f) shall be a noncriminal traffic violation, punishable pursuant to F.S. ch. 318, as a moving violation.
- (2) Violations of section 30-203(e) shall be a noncriminal traffic violation punishable pursuant to F.S. ch. 318, as a nonmoving violation.
- (3) Violations of section 30-205 shall be punishable by a \$100.00 fine.
- (4) Violations of section 30-207 shall be punishable in accordance with the provisions article III of chapter 30 of this Code in the same manner as motor vehicle parking violations.

- (c) Unless specifically provided otherwise by Florida law or this Code, a violation of this article shall be punishable by a fine in the amount of \$100.00.
- (d) Any person receiving civil citation pursuant to this article shall, within 21 days of the date of the notice of violation, pay the assessed civil penalty pursuant to instructions on the notice of violation contest (or appeal) the notice of violation pursuant to the procedures set forth in the notice of violation.

- (e) The owner of a golf cart is responsible and liable for payment of any fine unless the owner furnishes clear and convincing evidence that the golf cart was, at the time of the violation, in the care, custody, or control of another person. In such instances, the owner of the golf cart is required to, within a reasonable period of time as determined by the city, furnish the city with an affidavit setting forth the name, address and driver's license number of the person who leased, rented or otherwise had the care, custody or control of the golf cart. The affidavit submitted shall be admissible in a proceeding charging a violation and raises the rebuttable presumption that the person identified in the affidavit is responsible for payment of the fine. The owner of the golf cart is not responsible for a violation if the golf cart involved was, at the time of the violation, stolen, but in all other cases, a rebuttable presumption shall exist that the owner is the violator and owes the fine to the city.

**Sec. 30-211. Appeals.**

- (a) The chief of police may void or dismiss the notice of violation being appealed if the chief of police or his designee determines based on a review of the appeal that there does not exist probable cause to believe that the appellant committed a violation of this article.
- (b) If the chief of police voids or dismisses the notice of violation as aforesaid, then written notice of such action shall be provided to the person filing the appeal.
- (c) If the decision of the chief is appealed, the appeal will follow the procedures pursuant to section 30-76.

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ORDINANCE NO. 25-04

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING ARTICLE V OF CHAPTER 30 OF THE CITY CODE AUTHORIZING THE USE OF GOLF CARTS WITHIN CERTAIN COMMUNITIES AND ON STREETS DESIGNATED IN RESOLUTIONS ADOPTED BY THE CITY COMMISSION; PROVIDING FOR THE ESTABLISHMENT OF AN APPLICATION PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has the authority to authorize the operation of golf carts and regulate such operation within its jurisdictional boundaries pursuant to Article VIII, § 2(b) of the Florida Constitution and Section 166.221 and Section 316.212, Florida Statutes; and

WHEREAS, to protect the health, safety, and welfare of its citizens, the City desires to prohibit the operation of golf carts along roads and thoroughfares incompatible with such operation and regulate the manner and times of the operation of golf carts upon streets subject to City jurisdiction where such operation is authorized; and

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

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct, shall constitute the legislative findings of the City, and are hereby made a part of this ordinance.

1 SECTION 2. City Code Amendment. Section 30 - Article VI is hereby amended as  
2 follows: words that are underlined are additions, and all other provisions shall  
3 remain unchanged):

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5 **Sec. 30-202. Definitions.**

6 The following words, terms and phrases, when used in this article, shall have the  
7 meanings ascribed to them in this section, except where the context clearly  
8 indicates a different meaning:

9 *Applicant* means a person or entity, including a homeowner's or community  
10 association, that is requesting that the Belle Isle City Commission adopt a  
11 resolution designating one or more golf cart communities and/or one or more golf  
12 cart permitted streets.

13 *Golf cart* means a motor vehicle that is designed and manufactured for operation on  
14 a golf course for sporting or recreational purposes and that is not capable of  
15 exceeding speeds of 20 miles per hour. Golf carts operating within the city shall  
16 meet minimum equipment standards set forth in controlling law and shall not be  
17 modified to have increased power, wheelbase, or tire modifications from a standard  
18 manufactured gas or electric golf cart.

19 Low-speed vehicle means any four-wheeled vehicle whose top speed is greater than  
20 20 miles per hour but not greater than 25 miles per hour, including, but not  
21 limited to, neighborhood electric vehicles. Low-speed vehicles must comply with  
22 the safety standards in 49 C.F.R. and State Statutes.

23 *Golf cart community* means a subdivision or community within the corporate limits  
24 of the city within which the Belle Isle City Commission has by resolution

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1 authorized the operation of golf carts on designated municipal streets within such  
2 subdivision or community.

3 *Golf cart permitted street* means a municipal street within the corporate limits of  
4 the city which has been designated by resolution of the Belle Isle City Commission  
5 for use by golf carts.

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7 **Sec. 30-203. Golf cart operation.**

8 (a) It shall be unlawful to operate a golf cart on any street or sidewalk within  
9 the corporate limits of the city (d) Golf carts may be operated upon the sidewalks  
10 within the jurisdictional territory of the city subject to the following  
11 restrictions and requirements:

12 (1) The maximum speed for golf carts on sidewalks is 15 miles per hour.

13 (2) Golf carts operated upon sidewalks must meet the equipment requirements of  
14 section 30-203(e) (2) and (3).

15 (3) Golf carts may only be operated on sidewalks which are at least eight feet  
16 wide and sidewalks or paths designated by the city

17 (h) The number of occupants in any golf cart operated on city roads and streets  
18 shall be restricted to the number of seats on the golf cart. No occupants of a  
19 golf cart shall stand at any time while the golf cart is in motion.

20 (j) It is prohibited for golf carts to tow any scooter, bicycle, skateboard, wagon  
21 or other conveyance.

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1 **Sec. 30-205. Age regulations.**

2 (4) An unlicensed driver shall not operate a golf cart between thirty minutes  
3 before or after sunset and sunrise.

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5 **Sec. 30-206. Signage.**

6 The city shall provide proper signage pursuant to F.S. § 316.212(1), within 30  
7 days of approval of a resolution to allow golf carts to be operated within a golf  
8 cart community or on a golf cart permitted street.

9 It shall not be a defense to any enforcement action under the provisions of this  
10 article, in any forum or of any type or nature, that signage was not in place or  
11 was not noticed or understood by an operator of a golf cart.

12 The posting or failure to post signage under the provisions of this article shall  
13 not be the basis of any liability of any type or nature against the city or any of  
14 its officials, officers or employees.

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16 **Sec. 30-210. Violations; penalties.**

17 (e) The owner of a golf cart is responsible and liable for payment of any fine  
18 unless the owner furnishes clear and convincing evidence that the golf cart  
19 was, at the time of the violation, in the care, custody or control of another  
20 person. In such instances, the owner of the golf cart is required to, within  
21 a reasonable period of time as determined by the city, furnish the city with  
22 an affidavit setting forth the name, address and driver's license number of  
23 the person who leased, rented or otherwise had the care, custody or control  
24 of the golf cart. The affidavit submitted shall be admissible in a proceeding

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1 charging a violation and raises the rebuttable presumption that the person  
 2 identified in the affidavit is responsible for payment of the fine. The owner  
 3 of the golf cart is not responsible for a violation if the golf cart involved  
 4 was, at the time of the violation, stolen, but in all other cases a  
 5 rebuttable presumption shall exist that the owner is the violator and owes  
 6 the fine to the city.

7  
 8 SECTION 3. Codification. This Ordinance shall be codified into the Belle Isle  
 9 City Code. Any section, paragraph number, letter and/or any heading may be  
 10 changed or modified as necessary to effectuate the foregoing. Grammatical,  
 11 typographical and similar or like errors may be corrected, and additions,  
 12 alterations, and omissions not affecting the construction or meaning of this  
 13 ordinance or the Belle Isle City Code may be freely made.

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

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 22 SECTION 5. Conflicts. In the event of a conflict or conflicts between this  
 23 Ordinance and any other ordinance or provision of law, this Ordinance controls to  
 24 the extent of the conflict to the maximum extent allowable under the law.

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2 SECTION 6. Effective Date. This Ordinance shall become effective immediately  
3 upon adoption by the City Council of the City of Belle Isle, Florida.

4 **FIRST READING: April 1, 2025**

5 SECOND READING: \_\_\_\_\_.

6  
7 ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the City Council of the City of  
8 Belle Isle, Florida.

	YES	NO	ABSENT
10 Frank Vertolli	_____	_____	_____
11 Holly Bobrowski	_____	_____	_____
12 OPEN	_____	_____	_____
13 OPEN	_____	_____	_____
14 Beth Lowell	_____	_____	_____
15 Stan Smith	_____	_____	_____
16 Jim Partin	_____	_____	_____

17  
18 ATTEST: CITY OF BELLE ISLE  
19 \_\_\_\_\_  
20 Yolanda Quiceno, City Clerk Jason Carson, Mayor

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1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that  
4 the above and foregoing document ORDINANCE 25-04 was duly and legally passed by  
5 the Belle Isle City Council, in session assembled on the \_\_\_\_ day of \_\_\_\_\_,  
6 20\_\_\_\_, at which session a quorum of its members were present.

7 \_\_\_\_\_

8 Yolanda Quiceno, CMC-City Clerk

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Robert J. Agrusa  
4915 Gran Lac Ave  
Belle Isle, FL 32812

March 21, 2025

City of Belle Isle  
Attn: Yolanda Quiceno, City Clerk  
1600 Nela Avenue  
Belle Isle, FL 32809

**Subject: Letter of Interest – Planning and Zoning Board, District 1**

Dear Mayor and City Council Members,

I am writing to express my interest in serving on the City of Belle Isle’s Planning and Zoning Board for District 1. With a strong background in public policy, business and community engagement, I would be honored to help contribute to the Board’s efforts in shaping land use decisions that align with the City of Belle Isle’s long-term vision.

Throughout my career, I have worked closely with businesses, local leaders, and community stakeholders to support economic development and create welcoming environments. My experience as both the President/CEO of the Central Florida Hotel and Lodging Association and the Apopka Area Chamber of Commerce has given me valuable insight into how thoughtful planning and zoning decisions can positively impact both residents and local businesses. I am eager to contribute to the Board as it evaluates special exceptions, variances, and other land use policies.

Additionally, I am committed to transparent decision-making, active community engagement, and ensuring balanced development that aligns with Belle Isle’s long-term vision. After moving to the city one year ago, my wife and I are excited about the opportunity to help serve this wonderful community that we call our home.

I appreciate your consideration and would welcome the opportunity to discuss how my background and perspective can benefit the Board. I look forward to your response.

Sincerely,



Robert J. Agrusa  
[Robertagrusa@gmail.com](mailto:Robertagrusa@gmail.com)  
(407) 907-8082



**The City of Belle Isle  
Application for Planning & Zoning Board Position**

First Name: Robert

Last Name: Agrusa District 1

Address: 4915 Gran Lac Ave Belle Isle, FL 32812

Contact Number: 407-907-8082 Email: robertagrusa@gmail.com

How many years have you lived in Belle Isle? 1

list Boards/Commissions/Committees & Years of Service:

See attached resume.

Please list any additional Community/Civic Activities:

See attached resume.

**Please submit this form, with a copy of your letter of interest and resume, and any other information you wish to share with the City Council to City Clerk Yolanda Quiceno, City of Belle Isle, 1600 Nela Avenue, Belle Isle, FL 32809, Or via email at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov). The City Clerk will contact applicants to schedule Mayor and City Council interviews.**

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## Education

**Bachelor of Arts, Liberal Arts and Sciences, *Graduated December 2007***  
**University of Florida, Gainesville, FL**

- Major: Political Science
- Minors: History and Leadership

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## Professional Work Experience

**President & CEO, Central Florida Hotel and Lodging Association (*February 2021 – Present*)**

- Responsible for all aspects of the largest regional hospitality association in the United States. This includes the supervision of eight other full-time employees, along with seasonal interns and several vendors, while managing an annual budget of over \$2.5 million.
- CFHLA is dedicated to supporting the industry across the region and represents nearly 80% of the more than 129,500 hotel rooms in Central Florida (including but not limited to Lake, Polk, Orange, Osceola, and Seminole counties) and nearly 500 "supplier" organizations that do business with the hospitality and tourism industries.

**President & CEO, Apopka Area Chamber of Commerce (*September 2017 – February 2021*)**

- Responsible for all aspects of the chamber of commerce for the second largest city in Orange County. This includes the supervision of two other full-time employees, along with seasonal interns and several vendors, while managing an annual budget of over \$320,000.
- Oversaw the creation and implementation of a brand-new public-private partnership with the City of Apopka, in order to lead and promote the economic development opportunities showcased by Apopka's unique community and culture, beginning January 2020. This is the first time in the 100-year history of the Chamber, that a partnership of this type has been approved.
- Managed an increase of 264 new members since 2017 (29 – 2017, 74 – 2018, 98 – 2019, and 63 – 2020), while boosting our membership retention rate to 96.8% in 2020 (it was in the low 70's from 2015-2017 and it grew to over 80% in 2019).
- Lead spokesman and directly responsible for the maintenance of all social media platforms, membership newsletters, website content, press releases, news stories, etc.
- Oversaw the creation and implementation of two brand-new organizational committees – Diversity and Inclusion and Economic Development – along with a significantly revamped and focused Government Affairs and Issues Committee.
- Directed the successful completion of 20 short and long-term goals and initiatives (out of 22 total or 90%) that were included within the FY 2019 organizational strategic plan. This organizational strategic plan was created and approved by the Board of Directors.
- Led community conversations, built coalitions, and successfully advanced the Apopka Area's business agenda by advocating for the successful passage of 5 of 6 (83%) local initiatives during the 2019 Florida Legislative Session, the passage of Amendments Two, Three and 10 on the 2018 General Election, and the defeat of Amendment One during the 2018 General Election. We also met, engaged, and educated federal, state and locally elected officials, civic, business and non-profit leaders from all across Northwest Orange County to reinforce other important initiatives including, but not limited to, workforce development, Visit Florida, Enterprise Florida, minimum wage, business rent tax, economic development, workforce housing, etc.

**Executive Director of BusinessForce, Orlando Economic Partnership (*October 2015 – September 2017*)**

- Lead administrator responsible for the entire operation of the political action arm of the Orlando Economic Partnership (formerly Central Florida Partnership). Our main goal was to affect positive change in Central Florida through regional public policy advocacy.
- Managed all fundraising activities for Florida's largest regional PAC, while overseeing a nearly \$300,000 annual budget.
- Led community conversations, built coalitions and advocated for a variety of public policy issues important to the business community, including the NFL Pro-Bowl, Charter Review Commission, Tourist Development Tax, minimum wage, business rent tax, economic development, etc.
- Advanced Central Florida's business agenda by supporting business-friendly candidates and assisting these pro-business candidates in successful state and local races, including 11 of 14 victories in the 2016 Primary Election and 18 of 23 victories in the 2016 General Election along with the successful passage of "Yes" on all three Orange County Charter Amendment Questions.
- Lead spokesman and directly responsible for the creation and maintenance of all social media platforms, weekly newsletters, and over 100 published news stories and articles, press releases, and commentary on behalf of BusinessForce, creating a more balanced media coverage.
- Met, engaged, and educated federal, state and locally elected officials, civic, business and non-profit leaders from all across the seven-county Central Florida region to reinforce BusinessForce's initiatives, which included free enterprise and sound business principles.
- Organized and oversaw (6) BusinessForce Insider's Briefings including two candidate debates, attended city council and county commission meetings regularly, and attended numerous community and business events all across the region and the State of Florida.
- Oversaw the 2016 and 2017 Central Florida Political Leadership Institute and its eighteen graduates (2016) with an entirely new direction and purpose. This was the first time in its eight-year history that it was completely planned and executed in-house, with no contract labor or outside consulting help, and the program became much more efficient and costs were reduced by over 50%.

**Director of Candidate Fundraising & Political Director, Florida Republican Senatorial Campaign Committee (*Dec. 2014 - Oct. 2015*)**

- Responsible for planning, coordinating, and executing all hard dollar fundraising and grassroots efforts on behalf of Senate Campaigns for 10 incumbent Republican members of the Florida Senate.
- Successfully raised nearly \$1 Million in campaign contributions within a 60-day period for the 10 incumbent Republican members of the Florida Senate.
- Administered all political operations on behalf of the Committee including campaign strategy, targeting constituency gathering new voter data, community outreach, and communications.

- Political Director & Special Assistant to Senator Andy Gardiner**, Republican Party of Florida-Senate Campaigns (*June 2013 - Dec. 2014*)
  - Serve as chief political liaison between Senator Gardiner’s legislative office and his responsibilities as President Designate, including all of his political and campaign-related activities and maintaining relationships between members of the Central Florida community and across the State of Florida.
  - Responsible for planning, executing, and coordinating all hard dollar fundraising and grassroots efforts on behalf of Senate Campaigns for 16 incumbent Republican members of the Florida Senate.
  - Oversee the advance for Senate Campaigns, including all travel and responsible for maintaining Senator Gardiner’s daily calendar.
  - Administered all community and Senate Campaigns outreach objectives and assisted and supported the Senate Finance Director in the planning and execution of various Senate Majority events across the State of Florida.
- Campaign Manager, Finance Director, and Special Assistant**, Andy Gardiner for State Senate, District 13 (*July 2011- May 2013*)
  - Successfully managed Senator Gardiner’s re-election to the Florida Senate in a newly redrawn Senate district.
  - Raised almost \$1.3 million into Senator Gardiner’s Leadership CCE, Protect Our Liberty, and served as political liaison between Senator Gardiner’s legislative office and his political-related activities as part of campaign across the state to become Senate President Designate.
  - Responsible for planning, executing, and coordinating hard dollar fundraising and grassroots efforts on behalf of Senator Gardiner for all of the incumbent Republican members of the Florida Senate.
  - Oversaw every aspect of the re-election campaign, including communications, new media, volunteers, fundraising, grassroots efforts, travel, maintaining Senator Gardiner’s daily calendar and the Election Day GOTV plan.
- Legislative Analyst & Communications Specialist**, Florida Senate Majority Office (*January 2012 - April 2012*)
  - Monitored, analyzed and coordinated the progress of Republican legislation through committees of reference, specifically Criminal Justice, Ethics & Elections, Banking & Insurance, General Government Appropriations to final passage on the floor.
  - Researched and drafted legislation and amendments at the direction of the Majority Leader.
  - Prepared letters, summaries, talk-sheets, reports, and other informational memoranda on committee/legislative issues to the Republican caucus.
  - Responsible for the creation and maintenance of new media opportunities for the Republican Caucus, including video production and other social media outlets.
- Whip Coordinator & Communications Specialist**, Florida Senate Majority Office (*December 2010 - January 2012*)
  - Monitor, analyze and coordinate the progress of all priority Republican legislation through committees of reference at the direction of the Majority Leader and Majority Whips.
  - Prepare letters, summaries, talk-sheets or talking points, reports, and other informational memoranda on legislative issues to the Republican caucus.
  - Responsible for the creation and maintenance of new media opportunities for the Republican Caucus, including video production (including the “Majority Report”), the Senate Website, and other social media outlets.
- Grassroots Director for Senate Campaigns**, Republican Party of Florida (*July 2010 - November 2010*)
  - Successfully managed all of the grassroots efforts for 3 FL State Senate races, including the planning and execution of door-to-door efforts, phone banking, sign waving, volunteer recruitment and coordination, and the Election Day GOTV plan.
  - Oversaw campaign communications including, video production, email updates, and social media outlets.
  - Administered all community outreach objectives.
- Legislative Analyst**, Florida Senate Majority Office (*January 2009 - June 2009 & January 2010 - June 2010*)
  - Monitored, analyzed and coordinated the progress of Republican legislation through committees of reference, specifically Education PreK-12, Higher Education, Banking & Insurance, Reapportionment, Communications, Energy, and Public Utilities, Children, Families and Elder Affairs, Agriculture, Military Affairs & Domestic Security, Finance & Tax, and the K-12 & Higher Education Appropriations, to final passage on the floor.
  - Researched and drafted legislation and amendments at the direction of the Majority Leader; prepared letters, summaries, talk-sheets, reports, and other informational memoranda on committee/legislative issues to the Republican caucus.
  - Responsible for the creation and maintenance of new media opportunities for the Republican Caucus, including video production, the Senate Majority Office Website, and other social media outlets.
- Deputy Campaign Manager**, Jeff Atwater Campaign for Chief Financial Officer (*July 2009 - January 2010*)
  - Assisted the Campaign Manager in every aspect of the campaign, including communications, fundraising, and technology.
  - Oversaw the advance for the campaign, including all travel.
  - Responsible for the creation and update of fundraising, volunteer, voter and endorsement databases.
  - Managed the grassroots efforts, including the creation and outreach to all universities and colleges throughout Florida.
  - Responsible for the creation and maintenance of new media opportunities, including video production, campaign website, and other social media outlets.
- Special Projects Coordinator**, Public Concepts, LLC (*March 2008 - December 2008*)
  - Campaign manager/consultant for a State House race, a local Tax Collector race, and several other statewide House and Senate campaigns as well as organized, fundraised, and executed several grassroots issue campaigns statewide.
- Candidate**, City of Gainesville (FL) City Commission, At-Large District 2 Seat (*October 2007 - January 2008*)
  - Ran for Gainesville City Commission, At-Large seat at the age of 22, and received over 6,500 votes which was the highest vote for a non-winner in the history of the City of Gainesville.

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**Activities/Organizations****Board of Directors, Valencia College Foundation** (*March 2024 – Present*)

- The Valencia College Foundation seeks to provide the margin of excellence for which the college has long been known. The foundation is a separate, not-for-profit, IRS approved 501(c)(3) corporation chartered in 1974 to provide financially for the educational needs of Valencia College that cannot be met through state aid or student tuition income.

**Board of Directors, Visit Orlando** (*March 2021 – Present*)

- Visit Orlando is a not-for-profit trade association that brands, markets and sells the Orlando destination globally, representing more than 1,600 member companies comprising every segment of Central Florida's tourism community.

**Board of Directors, Experience Kissimmee** (*March 2021 – Present*)

- Experience Kissimmee is official tourism authority for Osceola County, Florida. This not-for-profit trade association represents more than 900+ local Industry Partners that tell the Kissimmee story and all there is to see and do in this destination.

**Advisory Board Member, UCF Rosen College of Hospitality Management Dean's Advisory Board** (*June 2021 – Present*)

- Advise the College Dean Cynthia Mejia on increasing industry partnerships that enhance the quality of students' experience both during and after graduation. This includes providing targeted expertise on curriculum and professional development, growth initiatives and partnership opportunities, preparing the future leaders of the hospitality industry, and helping to guide the future of Rosen College.

**Member, Florida Society of Association Executives** (*May 2023 – Present*)

- Attended regional and statewide meetings/conferences/professional development opportunities with hundreds of other association management professionals from across the state.
- Also, serve as a member of the 2025 FSAE Government Affairs Committee.

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**Honors/Awards**

NESA Outstanding Eagle Scout Award (*May 2024*)

2023 Greater Orlando Sports Commission's Sports Tourism Alliance Award Recipient (*June 2023*)

2023 Orlando Business Journal's Power Players in Central Florida (*November 2023*)

Florida Certified Chamber Professional (*September 2020*)

Leadership Orlando, Class 91 (*October 2016*)

Central Florida Political Leadership Institute (*April 2014*)

Florida Blue Key Honorary (*March 2007*)

Eagle Scout (*January 2002*)

# Joel W. Shear

(954) 303-3875 | [Joelshear@gmail.com](mailto:Joelshear@gmail.com)

## Summary of Skills & Qualifications

Senior leader with over 18 years of established success in both tangible and intangible products. Proven ability to exceed quota, foster long-term relationships, and grow market share in a challenging environment.

- Driven personality with strong ownership traits and uncompromising work ethic
- Robust track record of sales leadership, account management, and territory growth demonstrated through numerous awards, expanded responsibilities, and increased sales quotas
- Enduring commitment to creating long-term relationships through unmatched client facing service
- Abundant energy, ability to prioritize tasks, and sell in a highly competitive environment

## Professional Experience

**Elite Flooring** **2022-2023**

**Vice President of Sales | Multifamily and Single Family Rental**

- Directly responsible for my division EBITDA moving from 14.4% to 19.6%
- Grew direct sales revenue from \$43 MM to \$56 MM year one in role
- Directly responsible for my division increasing average margin from 24.6% to 28.7%
- Oversaw a sales team of 27, all of whom exceeded their sales numbers for 2022 and 2023
- Launched and led new single family rental division; hiring new employees and wildly exceeding all sales goals and projections
- Directly responsible for a marketing budget in excess of \$400,000 annually

**RM Flooring** **2020-2021**

**Eastern United States**

**Vice President of Sales | Eastern United States**

- Sourced, hired, and trained a first year national sales team
- Grew revenue from \$0 to \$6.4 MM in the first year
- In year one, personally closed 2, multi-million dollar contracts, while overseeing the sales team
- In year one, 100% of my sales team exceeded all quotas, targets, and metrics nationally
- Awarded winner of inaugural national executive sales team contest

**Southeast Floors** **2015-2020**

**Southeast United States**

**Director of Territory Development**

- Grew a 30-year-old company from a relatively unknown brand, to the largest multi-family flooring company in Florida
- Grew organization from \$12.8 MM in revenue, to \$31 MM in four years
- Oversaw a sales team of 12 individuals and an operations team of 24 individuals
- Responsible for all growth initiatives, training, sourcing, and development of personnel

- Responsible for vision, strategy, budgeting, and direction of the organization
- Solely opened two new locations, Savannah and Jacksonville
- Oversaw a marketing budget of over \$200,000 per year
- Personally closed several multi-million dollar agreements

**Arbor Contract Carpet**

**Southeast United States**

**2012-2015**

**Regional Sales Manager**

- Awarded National Regional Sales Manager of the Year 2012
- Awarded National Revenue Growth Leader of the Year 2013
- Grew revenue in my direct territory from \$5.8 MM in 2012, to \$12.3 MM in 2014
- Opened a new Ft Lauderdale branch and achieved \$1.2 MM in sales year one
- Oversaw 9 sales staff and shared assistance operationally
- Secured an estimated \$3 MM annual agreement in March 2014, comprising of 32 assets

**Apartments.Com**

**Fort Lauderdale, Fl**

**2008-2012**

**Advertising Consultant**

- Directly responsible for increasing territory revenue by 18% for the 2009 fiscal year, and 21% for the 2011 fiscal year
- Managed a portfolio billing in excess of \$67,000 monthly, comprised of 146 accounts, encompassing a 200 mile geographic territory
- Numerous time national, regional, and monthly sales leader
- Key advisor on product development advisory board after achieving top ancillary product sales
- Ended 2011 as the number 6 territory manager in the United States out of 123
- Ended 2011 at 133% to goal
- Personally responsible for signing numerous multi-state agreements with Fortune 1000 companies
- Was able to exceed company goals of both new unit sales and ancillary sales in 2009, 2010, and 2011's challenging market
- Maintained highest level of customer retention in the company for 2009 & 2010
- Sat on two committees for the South Florida Apartment Association representing over 145,000 apartment units
- Keynote speaker for several conferences in South Florida

**Education**

**University of Central Florida**

- Bachelor of Science in Business Administration: Emphasis in Marketing







The City of Belle Isle  
Application for Planning & Zoning Board Position

First Name: Joel  
Last Name: Shear District 1  
Address: 5015 Francant Ave Belle Isle 32817  
Contact Number: 954-303-3875 Email: JoelShear@gmail.com  
How many years have you lived in Belle Isle? 1.5

Have you previously served on any official City Boards, Commissions, or City Committees? If yes, please list Boards/Commissions/Committees & Years of Service:

No

Please list any additional Community/Civic Activities:

Multiple different association planning boards for my industry.

Please submit this form, with a copy of your letter of interest and resume, and any other information you wish to share with the City Council to City Clerk Yolanda Quiceno, City of Belle Isle, 1600 Nela Avenue, Belle Isle, FL 32809, Or via email at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov). The City Clerk will contact applicants to schedule Mayor and City Council interviews.

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

**Meeting Date:** April 1, 2025  
**To:** Honorable Mayor and City Council  
**From:** Rick J. Rudometkin, City Manager  
**Subject:** Amendment to City Manager Employment Agreement

Background:

The city and city manager agreed to an agreement that was entered and effective on the 1st day of January 2024, (“Agreement”) by and between the City of Belle Isle, a municipal corporation of the State of Florida, hereinafter referred to as "City," and RICK J. RUDOMETKIN, hereinafter as "Rudometkin.”

The city manager respectfully requests the following amended changes to the current agreement now in place, as follows:

- Section 1 D, Responsibilities: Remove the “Primary Resident Requirement” and add:  
*Rudometkin shall make every effort to keep his primary and regular residence within the municipal limits of the City of Belle Isle, if possible. Rudometkin is not bound by the Belle Isle Primary Residency Requirement.*
- Section 8, Automobile: Remove the “Vehicle Allowance” and add:  
*The City Manager’s duties require that he be on duty and available 24/7. The city shall provide, maintain, repair, fuel, insure, pay SunPass tolls, and properly equip a full-size vehicle for the City Manager's exclusive and unrestricted use at all times during his employment with the city.*
- Section 9, Moving and Transition Expense: Remove the “Payback” language portion stated here:  
*In the event Rudometkin voluntarily resigns his position with the city within two (2) years from the effective date of this Agreement, Rudometkin shall reimburse the city for the \$20,000.00 paid to him for moving/transition expenses under this Section 9. Such amount may be deducted or set off by the city against accrued PTO or remaining pay installments owed to Rudometkin.*

Recommendation:

Amend the agreement with the city manager and add the changes as presented.

Suggested Motion:

**I move to direct the City Attorney to prepare a First Amendment to the agreement that incorporates the proposed City Manager Employment Agreement changes as**

**presented, and authorize the Mayor to execute the First Amendment on behalf of the City.**

c.

Fiscal Impact: Minimal fiscal impact.

Attachments:

City Manager Agreement

### CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made, entered and effective on 1<sup>st</sup> day of January, 2024, (“Agreement”) by and between the City of Belle Isle, a municipal corporation of the State of Florida, hereinafter referred to as "City," and RICK J. RUDOMETKIN, hereinafter as "Rudometkin," who agree as follows:

WITNESSETH:

WHEREAS the City desires to employ Rudometkin as City Manager of the City of Belle Isle, as provided by Article IV of the Charter of the City of Belle Isle and all other applicable ordinances and policies of the City of Belle Isle; and

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

SECTION 1.           RESPONSIBILITIES

A.     The City hereby agrees to employ Rudometkin as City Manager, who will serve as the Chief Administrative Officer of the City, to perform the functions and services as set forth in **Exhibit A**, pursuant to the laws of the State of Florida and the Charter, ordinances, and resolutions of the City of Belle Isle and to perform other legally permissible and proper duties and functions as the Council may from time-to-time assign. Pursuant to the City Charter, Rudometkin will serve subject to the direction and supervision of the City Council and hold the office as City Manager at the pleasure of the City Council. Only the City Council, acting as a body, may direct and supervise Rudometkin.

B.     Rudometkin recognizes and understands that the position of City Manager shall require his full-time attention and accordingly agrees to devote all time necessary to fully discharge his duties. Rudometkin will remain in the exclusive employ of the city and may not accept other employment nor become employed by any other employer. Further, Rudometkin shall not accept any outside employment, consulting services, or any other engagement that would interfere in any way with the faithful performance of his services.

C.     Employee shall comply with the International City/County Management Association ("ICMA") Code of Ethics as set forth in **Exhibit B** to this Agreement, which is hereby incorporated by this reference as though fully set forth herein, provided that the guideline under Item 7 of the Code addressing Elections will apply only to elections of the City of Belle Isle and Orange County.

D.     Unless otherwise approved by the City, Rudometkin shall, within six (6) months of the date of this Agreement and thereafter while employed as the City Manager, establish, and maintain his primary and regular residence within the municipal limits of the City of Belle Isle (the “Primary Residency Requirement”). Not including PTO, the Primary Residency Requirement will require Rudometkin to live in a Belle Isle residential dwelling unit at least 80% of the time within a city fiscal year and to not use and occupy a secondary residence located outside of the municipal limits of the City of Belle Isle more than six weekends every three months. Rudometkin will use every effort to expedite his relocation to the City of Belle Isle. Within six (6) months of the date of this

Agreement, Rudometkin will deliver proof of satisfaction of this Primary Residency Requirement to the City Attorney who will make such appropriate determination if this Primary Residency Requirement is initially satisfied. After initial satisfaction, Rudometkin's ongoing compliance with the Primary Residency Requirement will be monitored and can be questioned by the City Council.

## SECTION 2. HOURS OF WORK

Beginning January 1, 2024, Rudometkin will be expected to work full-time during each pay period of Rudometkin's tenure as City Manager. Within 2 weeks of the date of this Agreement, City shall provide Rudometkin with a cellular telephone (or reimburse Rudometkin up to \$125.00 per month for use of existing personal cellphone), desktop computer, iPad and/or laptop computer which Rudometkin will utilize to be available to conduct City business on a 24-hour per day basis.

Rudometkin is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote time outside the normal office hours to the business of the City as necessary or may be desired. Rudometkin acknowledges that proper performance of the duties of the City Manager will require Rudometkin to (i) generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, as set by the City and as may be duly revised from time-to-time by the City) less a reasonable lunch period, and (ii) often be available for the performance of services outside of normal business hours. Rudometkin's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), and Rudometkin will not be entitled to any compensation for overtime nor subject to the overtime provisions of the FLSA.

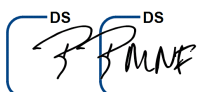
## SECTION 3. TERM

A. Effective January 1<sup>st</sup>, 2024, City appoints Rudometkin to serve as City Manager for an indefinite period of time to be reviewed annually. It is the responsibility of the City Council to evaluate Rudometkin in accordance with the evaluation procedure(s) outlined in the CITY's Personnel Manual, City Council Rules of Procedure, and City Manager Job Description attached hereto and incorporated herein as **Exhibit A**.

B. The Term of this Agreement shall commence on January 1<sup>st</sup>, 2024 after the execution of this Agreement by both parties and shall continue in effect until terminated pursuant to Section 11 or 12 of this Agreement.

C. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement and the employment of Rudometkin at any time, subject only to the provisions set forth in the City Charter and Section 9 of this Agreement as such relates to amounts to be paid to Rudometkin as Severance Pay.

D. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of Rudometkin to resign at any time from his position with City, subject only to the provision set forth in Section 11 of this Agreement as it relates to amounts that will be paid to Rudometkin as



Severance Pay.

SECTION 4. EMPLOYEE AT WILL

It is specifically acknowledged and agreed by the parties that this Agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein may be construed or operate to provide Rudometkin, upon his termination or separation from the City, with any benefits other than those set forth in Section 10 of this Agreement.

SECTION 5. SALARY

A. *Compensation.* As compensation for the professional services to be performed hereunder, effective January 1, 2024, City shall pay Rudometkin for his services an annual base salary of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) (the "Beginning Salary"). Once Rudometkin is deemed to have initially satisfied the Primary Residency Requirement, Rudometkin's annual salary will increase from the Beginning Salary to ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00). Such salary will be paid in twenty-six (26) installments (once every two weeks) at the same time as other employees of City are compensated. Rudometkin may receive base pay, cost of living increases, bonuses, and/or performance incentives as may be determined by the City Council and as permitted by applicable state law. If Rudometkin meets the Primary Residency Requirement after January 1, 2024 but before July 1, 2024, then the City will pay Rudometkin back pay for the difference for the pay periods that he is paid at the \$140,000 salary versus the \$155,000 and make applicable retirement contributions within a reasonable time after the determination that the Primary Residency Requirement has been met.

B. *Salary Adjustment.* Following the annual performance evaluation conducted pursuant to Section 12 of this Agreement, the City Council may maintain or increase Rudometkin's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation pursuant to Section 12 will be at the sole discretion of the City Council. The City Council may grant cost-of-living salary adjustments to Rudometkin as may be granted or otherwise provided to other City employees. The City Manager's Salary remains subject to normal and proper withholdings as required or otherwise permitted by applicable state and federal law and as deemed appropriate by the City Council and will be subject to applicable payroll taxes, workers' compensation insurance payments, and other payroll-related liability costs.

SECTION 6. PAID TIME-OFF (PTO) BENEFITS

A. Rudometkin is encouraged to use paid time off to maintain a high level of performance and efficiency in his position. City Manager will accrue Paid Time Off ("PTO") at the rate of twenty (20) paid days each calendar year (in addition to recognized regular and floating City holidays). A one-time allotment of five (5) additional paid days of such leave shall be granted to Rudometkin for his use from date of hire, upon the Effective Date of this Agreement and the twenty (20) days leave will be granted to Rudometkin upon the completion of three (3) months of employment. Thereafter, annually each year on January 1<sup>st</sup>, Rudometkin will be granted twenty (20) paid days,



unless any amount over the 20 days is approved by City Council. The parties agree that this benefit includes and may be used for time off due to illness (whether personally or of a family member). During the term of this Agreement, Rudometkin may not carry over more than forty days of accrued PTO from one fiscal year to the next for use during the year into which the carryover occurs. At any time during the term of this Agreement, Rudometkin will be entitled to cash-out accrued PTO days, provided that at least twenty (20) accrued PTO days remain available, if electing to cash-out accrued PTO, otherwise Rudometkin is welcome to draw down PTO to zero. The amount paid to Rudometkin will be based on Rudometkin's annual base salary at the time the PTO hours/days are cashed out. Upon separation from employment, Rudometkin will be paid for all accrued and unused PTO time available at that time.

B. Executive Leave. Beginning on January 1, 2024, Rudometkin is entitled to forty (40) hours of executive leave, which must be used on or before September 30, 2024 in the same manner as PTO or it will be forfeited. Starting on October 1, 2024 (the first day of the City's fiscal year) and each October 1<sup>st</sup> thereafter, forty (40) hours of executive leave will be granted to Rudometkin for use during the City's fiscal year. This is not cumulative and cannot exceed the annual cap of forty (40) hours at any time as no further accrual will occur beyond forty (40) hours. Executive leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours, which, for purposes of this section, are deemed to be normal City office operating hours. Any executive leave hours remaining at the end of the fiscal year (*i.e.*, September 30th) will be forfeited. Upon termination, regardless of reason, Rudometkin will forfeit all unused executive leave on the books as such may exist at the time of such termination.

#### SECTION 7. DISABILITY, DENTAL, VISION, HEALTH AND LIFE INSURANCE

Rudometkin will receive disability, dental, vision, health, and life insurance as provided by the City's Personnel Rules and Regulations for managerial employees of the City, as such maybe amended from time to time.

#### SECTION 8. AUTOMOBILE

Starting January 1, 2024, City shall pay Rudometkin seven hundred (\$700.00) dollars per month for all expenses, including maintenance, repairs, gasoline and insurance associated with his use of his own vehicle within the City of Belle Isle and in lieu of mileage expenses within the State of Florida. Rudometkin shall maintain his own insurance in an amount not less than \$100,000.00 dollars per claim, and \$300,000.00 dollars per incident. Said insurance shall be with a company acceptable to City shall not be construed or constitute a waiver to the City's sovereign immunity protection.

#### SECTION 9. MOVING/TRANSITION EXPENSE

Within thirty (30) days of Rudometkin providing proof of meeting the Primary Residency requirement, City shall pay to Rudometkin the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a one-time payment to Rudometkin as reimbursement for any and all expenses to be incurred by Rudometkin with regard to his relocation to Belle Isle, including, but not limited to, moving expenses and any other item reasonably related to his relocation to Belle Isle. In the

event Rudometkin voluntarily resigns his position with City within two (2) years from the effective date of this Agreement, Rudometkin shall reimburse the City for the \$20,000.00 paid to him moving/transition expenses under this Section 9. Such amount may be deducted or set off by the City against accrued PTO or remaining pay installments owed to Rudometkin.

#### SECTION 10. RETIREMENT

Rudometkin will participate in the City's General Employees Retirement System and will receive all applicable benefits associated therewith unless another retirement benefit is agreed to in writing between Rudometkin and the City. The City will make an employer contribution of 16% of Rudometkin's annual salary to his defined contribution retirement plan.

#### SECTION 11. TERMINATION AND SEVERANCE PAY

A. The City may, by majority vote of the Council with or without cause, suspend and/or remove Rudometkin from office in accordance with the procedures outlined in the City charter.

B. Termination Without Cause: If Rudometkin is terminated without cause, City shall pay Rudometkin a lump sum severance benefit equal to twenty (20) weeks of salary and twenty (20) weeks of benefits under Section 7 of this Agreement ("Severance Pay").

C. In addition to the Severance Pay, Rudometkin, upon termination, shall receive all accrued benefits as of the date of termination, including earned and unused paid time off, retirement, and other accrued benefits.

D. Termination for Cause: Rudometkin will not receive any Severance Pay if Rudometkin is dismissed or terminated by the City for cause. As used in this Agreement, the term "for cause" means and refers to any of the following:

1. Conviction of a felony; or
2. Conviction of a misdemeanor involving moral turpitude (*i.e.*, offenses contrary to justice, honesty, or morality); or
3. Misappropriation or embezzlement of public funds; or
4. Willful abandonment of duties consisting of the City Manager's failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or
5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or
6. Violation of the City's anti-harassment policies and/or a finding that the City Manager has engaged in legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination





Council. If the City Council fails to review and evaluate the performance of Rudometkin annually, then such will not constitute a breach of this Agreement.

B. Annually, the Council and Rudometkin will strive to define such goals and performance objectives that they determine necessary for the proper operation and administration of the City and in the attainment of the Council's policy objectives. The parties shall establish a priority of the various goals and objectives that have been identified, and such must be reduced to writing. Such goals and objectives must be reasonably attainable within the time limitations specified given the annual operating and capital budgets and appropriations adopted by the City Council. If the City fails to conduct an annual performance review, this does not constitute a breach of this Agreement.

C. As part of the primary goal of instituting a succession plan for the City, Rudometkin shall hire an Assistant City Manager within the date that is later of: (i) four (4) months from the date that budget approval by the City Council for the Assistant City Manager position occurs, and (ii) January 1, 2024.

#### SECTION 14. DUES AND SUBSCRIPTIONS

The City agrees to pay for, as the approved upon operating budget allows, professional dues and subscriptions of Rudometkin for his continued and full participation in national, regional, state, local, and civic associations and organizations as may be necessary and desirable for his continued professional growth and advancement and for the good of City.

#### SECTION 15. PROFESSIONAL DEVELOPMENT

A. As may be approved by the City Council, the City agrees to pay for travel and subsistence expenses of Rudometkin for professional and official travel, meetings, and occasions adequate to continue the professional development of Rudometkin and to adequately pursue necessary official business of and functions for City. Such expense reimbursement will be limited to one national and two state/ regional conferences per year (i.e. ICMA, ULI, and FCCMA).

B. The City Council may also approve, as the operating budget allows, travel and subsistence expenses of Rudometkin for short courses, institutes, and seminars where the City Council has determined that such will benefit the City.

C. Rudometkin will not be required to utilize paid time off in order to attend professional activities covered by this section when such activities have been approved by the City Council or are otherwise necessary to carry out official city business.

#### SECTION 16. BONDING

As a condition of his employment, Rudometkin must be bonded as may be provided by law or ordinance and as deemed appropriate by City. City shall bear the full cost of any fidelity or other bonds as required.

SECTION 17. MISCELLANEOUS TERMS

A. The City may, at any time for justifiable reasons, request a physical or mental examination to determine Rudometkin’s fitness or competency to continue to perform the duties of his position. If Rudometkin refuses to submit to an examination, the City shall have the right, in the City’s sole discretion, to deem Rudometkin disabled for the purposes of this agreement. If the City’s selected physician determines Rudometkin is disabled and Rudometkin does not agree, Rudometkin may select a physician to conduct a like examination provided Rudometkin does so within thirty (30) days of the initial examination. If the two examining physicians are not in substantial agreement, they shall select a third physician to conduct an independent examination. If both physicians agree that Rudometkin is unable to continue to perform, or a third examining physician make that determination, Rudometkin shall be deemed disabled for the purposes of this Agreement and be terminated under Section 11.B. City will be responsible for payment of all medical expenses for this determination that are in excess of Rudometkin’s health insurance coverage.

B. The text herein shall constitute the entire agreement between the parties.

C. This Agreement shall become effective, upon its execution by both parties.

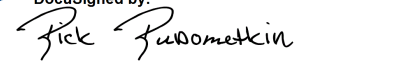
D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect, whatsoever, on this Agreement.

F. This Agreement shall be governed by the laws of the State of Florida, and the Circuit Court of Orange County, which shall have exclusive jurisdiction of any disputes arising under this Agreement.

G. To the extent of any conflict between the provisions of this Agreement and the City Charter, the City Charter provisions control.

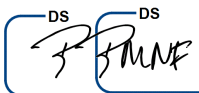
IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below for the purposes set forth herein.

RICK J. RUDOMETKIN  
DocuSigned by:  
  
C1588065B9B2405...

Date: 10/27/2023

CITY OF BELLE ISLE, FLORIDA  
DocuSigned by:  
  
BBF60764D5284DA...

Date: 10/27/2023



## Exhibit A

**City of Belle Isle****Position Description****Position Title:** City Manager **FLSA:** Exempt**Supervisor:** City Council **Revised:** 9/2023

**General Description:** The City Manager serves as the chief administrative officer of the City and is responsible for the day-to-day operations of the City and is appointed by and serves under the City Council. The City Manager is responsible for the supervision and direction of all departments, agencies or offices of the City.

**Essential Job Functions:**

- Appoints and when necessary for the good of the City, suspends or removes all City employees and appointive administrative officers provided for, by or under the City Charter, except as otherwise provided by law, the charter or personnel rules adopted pursuant to the charter.
- Authorizes any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department or agency.
- Directs and supervises the administration of all departments, offices, and agencies of the City, except as otherwise provided by the charter or laws.
- Attends all City Council meetings and has the right to take part in discussion but does not vote.
- Assures that all laws, provisions of the charter and acts of the Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed.
- Prepares and submits the annual budget and capital program to the City Council.
- Submits to the Council and makes available to the public a complete report on the finances and administrative activities of the City at the end of each fiscal year.
- Makes other reports as the Council may require concerning the operations of the City departments, offices, and agencies that are subject to the City Manager's direction and supervision.
- Keeps the Council fully advised as to the financial condition and future needs of the City and make recommendations to Council concerning the affairs of the City.
- Signs contracts on behalf of the City pursuant to the provisions of appropriate ordinances.
- Provides staff support for the mayor and commissioners.
- Establishes personnel policies governing appointment, retention, and promotion of City employees, which policies shall include a grievance procedure.
- Serves as the purchasing agent for the City as established by the charter.
- Performs other job related functions as needed or directed by City Council.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related duties as required. The duties

listed herein are intended to be consistent with the Charter and Ordinances of the City of Belle Isle and the laws of the State of Florida, and this document may not be construed to supersede, overrule, or convey any authority that is inconsistent with such Charter provisions, ordinances, or laws)

**Minimum Requirements:**

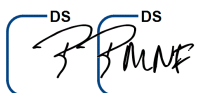
- Bachelor's Degree or higher from an accredited College/University with a major in Business or Public Administration or related field, plus five years' experience in progressively responsible management position in local government or an equivalent combination of education and experience.
- ICMA-Credentialed Manager (current/active).
- Must obtain a valid Florida Driver's License within 90 days of employment.

**Knowledge, Abilities, and Skills:**

- Thorough knowledge of the principles and practices of governmental administration, governmental budgeting and governmental regulations.
- Knowledge of local governmental operations.
- Knowledge of research techniques and source availability of required or requested information.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with , government officials, private organizations, and the general public, and effectively utilize resources.
- Ability to make effective decisions.
- Ability to maintain records, files, and reports in accordance with established methods and procedures.
- Ability to read, interpret, and analyze instructions and/or data effectively.
- Ability to work independently with minimal supervision.
- Ability to formulate, submit and administer budgets.
- Ability to function in a sophisticated computer environment.

**Environmental Conditions:**

Works in an office environment.

A blue DocuSign signature stamp. It features two 'DS' labels at the top, one on each side of a stylized signature. The signature appears to be 'J. B. MNE'.

## Exhibit B

# ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.*

## ICMA

**City Manager Work Plan:**

- Golf Cart Ordinance update:

It is moving forward with the first reading on April 1<sup>st</sup> council meeting.

- Committees and Council Seats

We have seats open on our Council, P&Z board, Budget Committee and Special Events Committee. We need volunteers for these and are looking for help from the council to spread the word so we can have seats filled, and other committee seats filled.

- 3904 Arajo condemnation:

City Council has approved the delay of the demolition for 30 days and to let the owner and possible purchaser have time to come up with a plan to renovate the home. We will bring this back on April 15<sup>th</sup>. Also, City Council approved on October 15<sup>th</sup>, 2024, the Order of Condemnation and Removal of Hazardous Condition. The council has approved a contractor to demolish the area.

- Hurricane Milton:

We are done having meetings with FEMA. Our Vendor has been paid for the debris clean-up with documentation reconciled/validated by the city and vendor. Destruction of the debris pile is completed, and the vendor has been paid as well. We will be seeking reimbursement for the costs associated with Milton for Category A&B. There will be meetings with the state as we start the process of seeking reimbursement.

- Hurricane Ian:

We continue meeting with KPMG and Florida DEP on what is required to apply for our possible reimbursement that has been ongoing now for almost 2 1/2 years. We might not receive reimbursement due to a lack of documentation and load ticket discrepancies. The council has approved the CM to conduct a preliminary investigation to inquire about the events that took place. We are almost complete with interviews and documentation collection. There has been cooperation between all parties. Social media has been active.

- Revenue stream needs:

We are working with the Budget Committee to discuss options for the increased expenditures from the OCFD millage increase and our 5-year CIP project list. We are having road show meetings to explain to the residents the “why”. We also are completing a rate study to look at increasing stormwater fees for the next FY. We have needs to continue with maintenance/projects and are looking to fund these needs.

- City Planner Position:

We have contracted with April Fisher to be the interim city planner. We have some ideas on that position that will be brought to the council in a future meeting.

- Annexation:

We are working with Orange County to put in place a planning agreement to help with future annexation possibilities to grow the footprint of Belle Isle. This agreement needs to be in place for us to have the ability to annex in the future. We have submitted a new annexation map showing our wish list and areas we would like to annex. This will be part of our planning agreement with the county.

- RFP's:

RFPs will go out for items. They include Lobbying Services, IT Services, Audit Services, etc., to name a few. We are looking at other contracts and services. This will clean up our contract list and streamline the processes. The Audit RFP is ready to go out.

- City Hall renovation:

The renovation is almost complete. The inside painting is currently being completed.

- Property Acquisition/Municipal Complex

We will have a workshop to discuss this property and the future of our municipal complex. The environmental study for the 20.5-acre property on Conway and Judge is completed by Bio-Tech. We have met with Bio-tech for the initial discussion of the report. The concept for our current location needs to be funded and a final location needs to be determined to save on cost. Also, deciding on whether to move forward on the Conway property or not, is essential to move forward.

- Stormwater Grant:

We have been confirmed for money for this grant application from Congressman Soto's office. The amount currently confirmed is \$850k. This amount could go up as this moves forward through the process in the state's budget process. We will have more information once the state contacts us for more information.

- Purchasing Policy

The Purchasing Policy has been updated with our purchasing thresholds modified and some other language changed. It is being reviewed by the finance director and then follow-up comments will be made, then it will be presented to the council for adoption.

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

This grant is funded at \$115k for the City of Belle Isle including a \$35k match. The final agreement has been signed. We will contact a consultant to administer this grant process and fulfill the grant requirements.



- Judge/Daetwyler Dr. Transportation Grant:

Congressman Soto's office presented us with a check for \$745k for street improvements to improve multi-use path(s), for pedestrians and bicyclists, road improvements, etc. We hope to start the project this year. This grant was programmed in the state's last year's budget, and we are waiting on the state to contact us to solidify the grant agreement.

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

SOL Ave grant will be reimbursed hopefully by May of this year. The final agreement has been signed. We have provided information and updated quarterly reports that have not been updated previously. We are waiting on a response from Florida DEP for the information we have provided.

- Lancaster House Update:

CCA has approval by their board for the carveout document. They have 51% of the bondholder's approval. They are sending the final agreement to the city. We will look at the agreement to make sure it is the one we sent them from our attorney.

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement, (SFGA agreement) between the city and the Florida Department of Transportation (FDOT) for **453225-1-54-01 (FY24) SFGA, Hoffner Ave Traffic Improvements, \$1.5M**. We are working on setting up a meeting with the county to talk about a financial partnership to make these improvements on Hoffner. The city has no match money for this project. To move forward, a revenue stream will have to be recognized and approved. We are hopeful that having the grant funding, OC partnering and a revenue stream installed will be enough to start this project and get it underway. We are also looking at other state grant funding for this.