



city council agenda

Agenda
July 07, 2020 * 6:30 PM
City Council Meeting
Virtual Conferene

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

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Commissioner Jim Partin - District 6
3. Consent Items - - These items are considered routine and/or have been previously discussed by the Council. They will be adopted by one motion unless a Council member requests before the vote on the motion, to have an item removed from the consent agenda and considered separately. If any item was removed from the Consent Agenda, it will be considered immediately following approval of the remainder of the Consent Agenda. (10 minutes)
 - a. Approval of the City Council meeting minutes – June 2, 2020
 - b. Approve Resolution 20-02 Amend Personnel Policy for Drug Free Workplace
 - c. Approve Resolution 20-07 Budget Amendment
 - d. Approve Resolution 20-08 Amend City Purchasing Policy
 - e. Approve Resolution 20-09 Approve Non-Ad Valorem tax for Stormwater
 - f. Approve Resolution 20-10 Approve Non-Ad Valorem tax for Solid Waste
4. Citizen's Comments - The City Clerk email will be available beginning Friday, July 3rd, at 5 p.m., for members of the public to submit comments. These comments will be received by the City Commissioners and staff and will be read into the official record during the City Council Meeting. If you would like to provide comments prior to the meeting, please send them to yquiceno@belleislefl.gov.
5. Unfinished Business
 - a. Ordinance 20-08 First Reading and Consideration: Electric Franchise Fee - AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC. d/b/a DUKE ENERGY, A NON-EXCLUSIVE ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE USE AND OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF BELLE ISLE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR FINDINGS, SHORT TITLE, DEFINITIONS, GRANT OF AUTHORITY, PAYMENTS, FAVORED NATION CLAUSE, INDEMNIFICATION, RECORDS AND REPORTS, PROVISIONS IN THE EVENT OF RETAIL WHEELING, SEVERABILITY OF PROVISIONS, GOVERNING LAW, DISPUTE RESOLUTION, ASSIGNMENT/DELEGATION, DEFAULT AND TERMINATION, SOVEREIGN IMMUNITY, STATUS OF GRANTEE, LIENS, INDEMNIFICATION, INSURANCE, AND OTHER TERMS; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (10 minutes)
 - b. Ordinance 20-09 First Reading and Consideration: Repeal Electric Utility Tax - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTION 28-31 OF THE BELLE ISLE CITY CODE; PROVIDING FOR FRANCHISE FEE FOR ELECTRIC UTILITY SERVICES AS ALTERNATIVE TO PUBLIC SERVICE TAX; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (10 minutes)
 - c. Discuss disposition of Lancaster House (10 minutes)

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

- [d.](#) Discuss Cornerstone Board Letter responding to Council Conditions for Refinancing 2012 Bonds (20 minutes)
 - 6. New Business
 - [a.](#) Budget Committee Recommendation to assess vacant property for stormwater fee (20 minutes)
 - 7. Attorney's Report
 - 8. City Manager's Report
 - [a.](#) Issues Log (5 minutes)
 - [b.](#) Appointment of members to Police Advisory Board (10 minutes)
 - [c.](#) Chief's Report (10 minutes)
 - 9. Mayor's Report (5 minutes)
 - 10. Council Reports (20 minutes)
 - 11. Adjournment
-

You are invited to a Zoom webinar.

When: Jul 7, 2020 06:30 PM Eastern Time (US and Canada)
Topic: City Council Virtual Conference

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/86976620762?pwd=WTJTnFd0dzBTdGRRSFY5TIIMN01PdZ09>
Password: 731354

Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 869 7662 0762
Password: 731354



city council minutes

MINUTES CC Regular Session June 2nd, 2020 Virtual Conference 6:30 pm

The Belle Isle City Council met in a Regular Session on June 2nd, 2020, at 6:30 p.m. on a Virtual Webinar (zoom.us/j/82573537226).

Present was:

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

Absent was:

na

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

CALL TO ORDER

Mayor Fouraker called the meeting to order at 6:37 pm and confirmed quorum.
Comm Sims led the invocation and pledge to the flag.

CONSENT ITEMS – No report.

CITIZEN COMMENTS

Mayor Fouraker opened for citizen comments.
City Clerk said there were no citizen comments received for the record.

UNFINISHED BUSINESS

Ordinance 20-05 Non-Exclusive Franchise Waste Haulers – Second Reading and Adoption - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO FRANCHISEES QUALIFIED TO PROVIDE "ROLL-OFF" CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF BELLE ISLE, FLORIDA, PURSUANT TO CITY OF BELLE ISLE CHARTER, ARTICLE III, SECTION 3-12; PROVIDING FOR THE TERM OF YEARS FOR THE FRANCHISE; PROVIDING FOR FRANCHISE FEE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Manager Francis gave an overview of the proposed ordinance, which provided for other haulers to agree with the City to provide service and a fee to be charged.

Mayor Fouraker opened for public comment.

There being no public comment, Comm Gold motioned to adopt Ordinance 20-05 as presented.

Comm Nielsen seconded the motion, which passed unanimously 7:0 upon roll call.

Update on Bank of America property purchase and approval of deposit

City Manager Francis gave a brief update regarding the purchase of the Bank of America building. Through negotiations, the following was presented for approval within 45 days from the date of the executed agreement,

- Negotiated a lower deposit of \$60,000 (non-refundable)
- One-time relocation of the ATM; after 5-years BOA will pay a market-rate rental fee
- Negotiations continue on the cost for the relocation of the ATM
- Sale price remains at \$2,000,000

City Manager Francis said if Council does not want to accept the offer, BOA will put the property or for public bid. The terms of a public bid may be more favorable, and the offer can be less expensive; however, there is no guarantee.

Mayor opened for discussion.

Comm Partin shared his concern with the overpayment for the property and the budget shortfalls due to the pandemic. Attorney Ardaman clarified that the City should revisit the option payment of the \$60,000 to be paid without having a formal agreement in place for the 45 days. Mayor Fouraker said this contract had not been sent to the Attorney until the business points have been finalized. Upon Council approval to move forward, the agreement will be reviewed by the City Attorney.

City Manager Francis spoke on the “earnest money” as written in the Purchase Agreement. Attorney Ardaman shared his concern with the provision of a non-refundable fee before a determined due diligence period. Mr. Francis said the City had completed the building inspection and Phase 1 Environmental inspection. Mr. Francis said he believes the scrutiny will be paying the \$2,000,000 sales price and finding continued revenue sources to fund the purchase.

Comm Gold said he is much more worried about how the City will fair through the year and the financial uncertainty. He believes fiscal prudence would dictate the actions of the City during these times. He recommends not moving forward with the purchase.

Comm Nielsen asked if the down payment of \$60,000 will be included in the purchase price and if the staff has determined alternative uses for the building. Mr. Francis said yes, it would be part of the purchase price. During these uncertain times, she continues to be in favor of the purchase.

Comm Readey recommends having the BOA go back on the market and take our chances on the open market a few months down the road. He also shared his concerns with the additional debt and the funds needed for renovations of the building.

Comm Shuck asked how much more money would the City have to provide for the construction of a new City Hall/PD offices. Also, what would be the use of the current city buildings?

Comm Carugno agrees that it is a hefty price tag; however, he believes it would be a beneficial purchase for the City.

Comm Sims said with the uncertainty of the economy, and the use of the building suggests that the City slows down on the negotiations.

Mayor Fouraker said he wants the best for the City and maintains fiscal policy. As it relates to the purchase of the BOA building, he believes the staff can work through the negotiations and purchase the BOA property. He spoke of the upcoming Pine Castle Rezoning District and the possible co-mingling of the City infrastructure, maximizing public safety, and protecting our future.

After discussion, Comm Sims moved to accept the offer of Bank of Americas for the property located at 6300 Hansel Avenue and the \$60,000 deposit.

Comm Nielsen seconded the motion.

Council discussed the possibility of renegotiating a lower price.

The motion passed 4:3 upon roll call with Comm Readey, Comm Gold and Comm Partin, nay.

NEW BUSINESS

Recommendation from Budget Committee to replace Utility Tax for Electric with Franchise Fee for Electric Utility

City Manager Francis presented the Budget Committees recommendation to substitute the current utility fee of 3% for a franchise fee of 3%. This change will provide a “wash” for residents paying the utility fee; however, those entities currently exempt from paying the utility fee would not be exempt from paying the franchise fee. The City Attorney recommended an ordinance to rescind the current utility tax and institute a franchise fee. He said there are currently 50 accounts exempt from paying the utility fee. Mr. Francis gave a brief overview of the possible adjustments to the increased revenue. Discussion ensued.

Comm Carugno motioned to initiate the process to replace the electrical utility tax with an electrical franchise fee at the rate of 3%.

Comm Gold seconded the motion.

Mayor Fouraker opened for discussion.

Comm Nielsen recommended a 4% increase to continue to take care of business in the City or consideration to raise it by 1% for the next five years.

After discussion, the motion passed 6:1 upon roll call with Comm Readey, nay.

Accept donation of 1968 Ford Galaxy Police Car and consider 1968 Ford Galaxy Police Car as Surplus

City Manager Francis said the Belle Isle Police Department received a donation of a vintage 1968 Ford Galaxy police car from the estate of Robert Picerne. The gift is valued over \$5,000, and according to the policy, it must be presented to the City Council for approval and acceptance. The BIPD would like to surplus the vehicle.

Comm Gold moved to approve the donation of the police car from the estate of Robert Picerne and declare the vehicle as surplus to be sold according to the process outlined in the BIMC.

Comm Sims seconded the motion, which passed unanimously upon roll call.

On behalf of the City, Mayor Fouraker thanked the estate of Robert Picerne for their generous donation.

ATTORNEY REPORT – No report.

CITY MANAGER REPORT

City Manager Francis reported on the following,

- Statement of Financial Interests is due by July 1st.
- Street Paving – Paving will on hold until next year.
- Traffic Study – The median on Hoffner is completed. Wawa is looking to create a right-way in/out. The County is responsible for the signage and stripping along the roadway.
- Acquisition - Waiting on a response on the BOA offer and Cross Lake Deed is signed, and the money was wired. A fence will be installed at Cross Lake as per the agreement.
- Annexation – Will work on Annexation for the next two weeks.

Appointment of Steve Jackson to the Solid Waste Committee

City Manager presented Steven Jackson for the Solid Waste Committee.

Comm Sims moved to appoint Steven Jackson to the Solid Waste Committee for the 2-year term and accept, with regret, the resignation of Greg Gent.

Comm Nielsen seconded the motion, which passed unanimously upon roll call.

Chief's Report

Chief Houston reported on the following,

- Judge and Daetwyler enforcement: 40 citations and 53 citations on Hoffner.
- Mayor Demings established a curfew in Orange County from 10 pm-5 am until further notice.
- There is an uptick in vehicle burglaries in Belle Isle and Edgewood. She reported that a suspect was apprehended at the Florida Mall during the use of the stolen property.
- COVID 19 grant received for 50,000

MAYOR'S REPORT

Mayor Fouraker spoke on the following,

Use of Golf Carts

Mayor Fouraker presented the use of golf carts in the City. He noted that there had been more golf carts on the streets during the pandemic and recommends the City revisit the use of golf carts with the necessary safety measures.

Council consensus was to add to a future agenda research the recently passed ordinance in the City of Ocala.

After discussion, Comm Carugno moved to add the review at a future agenda and research the recently passed ordinance in the City of Ocala.

Comm Nielsen seconded the motion, which passed 6:1 with Comm Shuck, nay.

COUNCIL REPORT

- Comm Carugno spoke on the police enforcement on Hoffner Avenue and Lake Conway. He spoke on the FAA, pushing Metroplex and new routes and announced the upcoming FAA meetings on June 8th – 6 pm and June 12-3 pm.
- Comm Nielsen asked if the eastbound traffic can turn left into the shopping center across the road from the Wawa. Mr. Francis said drivers should still be able to turn left.
- Comm Readey asked if the staff can be around during the weekend to ensure that the residents are not doing unpermitted work.
- Comm Gold said he is interested in seeing a new plaque for former auxiliary officer Robert Picerne.
- Comm Shuck reported on complaints received from residents on the Lakes & the Landings of the water quality and garbage left behind by the sand bar. He would like to request sometime in the summer to have a water quality test performed in that area.

ADJOURNMENT

There being no further business, Mayor Fouraker called for a motion to adjourn. The motion was passed unanimously at 8:30 p.m.

Yolanda Quiceno, CMC, City Clerk



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

Meeting Date: July 7, 2020

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Resolution 20-02 and 20-08, Updates to Drug Policy and Purchasing Policy

Background: The City has a Drug Free Workplace Policy and a Purchasing Policy already in place. There are some additions to the policies that need to be made, so they conform to Federal guidelines and regulations (OMB Cir. 200) regarding standards of conduct, ethics, and contracting with the responsible contractor. The City staff made these additions to both policies. These policy changes are essential when applying for federal and state grants. If policies are not in conformance with federal and state regulations, then the City would not be awarded grant funding from these sources. So far, the City has been successful in receiving grants, but due to the highly competitive nature of federal and state grants, those sources of funds are more stringent.

Staff Recommendation: The staff recommends that the City Council adopt these resolutions for the policy changes as presented.

Suggested Motion:

These resolutions will be adopted with the approval of the consent agenda.

Alternatives: Do not adopt and risk forfeiting federal and state grants.

Fiscal Impact: TBD.

Attachments: Resolution 20-02
Drug-Free Workplace Policy

Resolution 20-08
Purchasing Policy

RESOLUTION NO. 20-02

**A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA ADOPTING
A DRUG-FREE WORKPLACE AND ALCOHOL POLICY; AMENDING
THE BELLE ISLE PERSONNEL MANUAL; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City adopted the Belle Isle Personnel Manual on October 16, 2018; and

WHEREAS, Section 4.09(K) of the Charter of the City of Belle Isle, Florida requires the City Council, by resolution, to approve personnel policies established by the City Manager; and

WHEREAS, it is in the best interest of the citizens and employees of the City of Belle Isle to promote and enforce a drug-free workplace; and

WHEREAS, the City Manager proposes the attached Drug-Free Workplace and Alcohol Policy for the City of Belle Isle to replace Section 10.5 Drug-Free Workplace Policy of the Belle Isle Personnel Manual; and

WHEREAS, the proposed Drug-Free Workplace and Alcohol Policy is in compliance with Florida Statutes 440.101 and 440.102.

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Drug-Free Workplace and Alcohol Policy. The City hereby adopts the City of Belle Isle Drug-Free Workplace and Alcohol Policy attached hereto as Exhibit A, which shall govern all matters described therein.

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA,
4 do hereby certify that the above and foregoing Resolution No. 20-02 was duly and legally passed
5 and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its
6 members were present on the _____ day of July, 2020.

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8 _____

9 Yolanda Quiceno, City Clerk

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EXHIBIT A – RESOLUTION NO. 20-02
DRUG-FREE WORKPLACE AND ALCOHOL POLICY
City of Belle Isle, Florida

CITY OF BELLE ISLE DRUG-FREE WORKPLACE AND ALCOHOL POLICY

I. GENERAL POLICY

The City of Belle Isle’s Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens, and others, or that adversely affect or might affect the effective operation of City operations. This policy has been implemented in accordance with sections 440.101 and 440.102 of the Florida Statutes.

II. PROHIBITIONS

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale, or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws. Please be advised that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the City strictly prohibits the use of marijuana for any purpose.

- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle; while operating a piece of City equipment; or while being transported in City vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise using alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the City.

III. DEFINITIONS

- A. Mandatory Testing Position. Mandatory testing position shall mean a job assignment that requires the employee to:
 - 1. Carry a firearm;
 - 2. Work closely with an employee who carries a firearm;
 - 3. Perform life-threatening procedures;
 - 4. Work with heavy or dangerous machinery;
 - 5. Work as a safety inspector;
 - 6. Work with children;
 - 7. Work with detainees in the correctional system;
 - 8. Work with confidential information or documents pertaining to criminal investigations;
 - 9. Work with controlled substances;

- 10. Undergo an employee security background check pursuant to section 110.1127 of the Florida Statutes;
- 11. Perform job assignments in which a momentary lapse in attention could result in injury or death to another person; or,
- 12. Perform safety-sensitive job duties and responsibilities.

B. Special Risk Position. Special risk position shall mean a position that is required to be filled by a person who is certified under:

- 1. Chapter 633 of the Florida Statutes (Fire Prevention and Control); or,
- 2. Chapter 943 of the Florida Statutes (Law Enforcement).

IV. LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner. As marijuana remains an illegal controlled substance under federal law, the City strictly prohibits its use, even if otherwise prescribed for a medical purpose under state law.

V. DRUG AND ALCOHOL TESTING

A. Job Applicant Testing and Testing for Assignment to Special Risk/Mandatory Testing Position. Applicants for employment in special-risk and/or mandatory testing positions are subject to pre-employment drug and alcohol test as a prerequisite to employment with the City. Current employees who are assigned to a special-risk and/or mandatory testing position from a non-special-risk or non-mandatory testing position are subject to being tested at the time of the assignment.

B. Routine Fitness-for-Duty Testing. Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.

C. Follow-up Testing. Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advanced notice and at least once per year for a period of no less than two years.

D. Reasonable Suspicion Testing. An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective, and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

1. Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
2. Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
3. A report of drug use, provided by a reliable source;
4. Evidence that an individual has tampered with a drug test during his or her employment with the City;
5. Information that an employee has caused or contributed to an accident or injury while at work;
6. Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
7. Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

E. Random and/or Suspicionless Testing. Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicionless basis.

F. Other Lawful Testing. The City reserves the right to conduct any other type of lawful drug or alcohol testing. Employees who are subject to the drug and alcohol testing requirements imposed by the Department of Transportation on operators of commercial motor vehicles must fully comply with this policy as well as the DOT-mandated Substance Abuse Policy for Commercial Motor Vehicle Operators. When safety-sensitive CDL employees are being tested pursuant to this policy (i.e., the non-DOT policy), the testing procedures set forth below shall apply. When safety-sensitive CDL employees are being tested pursuant to the DOT-mandated policy, the procedures set forth in that policy shall apply

VI. DRUGS TESTED FOR AND COMMON MEDICATIONS THAT MAY AFFECT RESULTS

A. Drugs Tested For. Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time, be declared illegal by state or federal law:

- Alcohol (including a distilled spirit, wine, malt beverage or other intoxicating liquor)
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (marijuana)
- Cocaine
- Methadone
- Methaqualone
- Opiates (heroin, morphine, codeine)
- Phencyclidine (PCP)
- Propoxyphene
- Any other hallucinogen, synthetic narcotic, designer drug or a metabolite of any of the substances listed above

B. Common Medications Which Could Alter or Affect Test Results. Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication, which could alter or affect test results to the independent Medical Review Officer (“MRO”). The MRO is Dr. Seth Howard Portnoy, who can be reached at Total Compliance Network, 5646 West Atlantic Blvd., Margate, FL 33063 800.881.4826. Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications, which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

| <u>Drug</u> | <u>Medication Which May Alter or Affect Test</u> |
|--------------|---|
| Alcohol | Liquid medications containing ethyl alcohol (ethanol). For example, many cough syrups, Vicks Nyquil, Comtrex, Listerine contain alcohol |
| Cannabinoids | Marinol (Dronabinol, Tetrahydrocannabinol (THC)) |

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|-----------------|---|
| Amphetamines | Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine |
| Cocaine | Cocaine HCl topical solution (Roxanne) |
| Phencyclidine | Not legal by prescription |
| Methaqualone | Not legal by prescription |
| Opiates | Paregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc. |
| Barbituates | Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phenrinin, Triad, etc. |
| Benzodiazepines | Activan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax |
| Methadone | Dolphine, Metadose |
| Propoxyphene | Davocet, Darvon N, Dolene, etc. |

VII. TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

- A. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee’s explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy, section 440.102 of the Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of

any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

- B. Within 180 days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration.
- C. Within five working days after receipt of a positive confirmed test result from the MRO, the City will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the City may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test result from the City, the employee or job applicant may submit information to the employer explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the City determines that the explanation is unsatisfactory, the City will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

VIII. CONSEQUENCES OF A POSITIVE CONFIRMED TEST, A REFUSAL TO SUBMIT TO TESTING OR TAMPERING WITH A TEST

An employee who has a positive confirmed test, who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination may forfeit eligibility for workers' compensation medical and indemnity benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

IX. CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the City's drug-testing program are confidential and exempt from the provisions of Chapter 119 of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by section 440.102 of the Florida Statutes or other applicable law.

X. EMPLOYEE ASSISTANCE PROGRAMS

Employee Assistance Programs (EAP) are available to assist employees who voluntarily self-report, prior to being requested to test, drug, or alcohol-related problems that have not yet adversely affected their job or City operations. Employees who voluntarily seek help, who have not had a positive drug test and who are not participating in EAP at the time or at any previous time, will not be

subject to discipline. Employees with drug or alcohol-related problems who wish to seek voluntary assistance through the EAP may contact one of the following EAP providers (or any other similar provider):

*Gilstrap & Associates, Restoring Lives. Healing Hearts.
7601 Conroy-Windermere Road Suite 202
Orlando, FL 32835
407-522-9919*

Other Helpful Numbers

Drug-Free Workplace Helpline 1-800-Workplace (967-5752)
Substance Abuse & Mental Health Services Admin Helpline: 1-800-662-HELP(4357)

Employees and applicants who violate this Policy will ordinarily not be eligible to elect participation in EAP in lieu of disciplinary action. The City may permit exceptions to this provision where the City Manager determines, in his or her exclusive discretion, that the specific circumstances warrant. In such circumstances, the City may require that an employee in violation of this policy participate and successfully complete the EAP as a condition of continued employment.

Employees employed in a mandatory testing or special-risk position who enter into EAP, whether voluntarily or involuntarily, will be removed from their mandatory testing or special-risk position and transferred to another position or placed on leave until the successful completion of the EAP. An employee placed on leave may utilize his or her accrued leave, if any; otherwise, the leave shall be unpaid.

XI. REPORTING VIOLATION OF THE POLICY

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to discipline up to and including termination of employment.

XII. COORDINATION WITH THE CITY MANAGER

All actions taken by supervisors under this policy must be coordinated through the City Manager to ensure compliance with all applicable laws.

XIII. REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL

A. All employees must report to their supervisor any arrest, indictment, conviction, plea, or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law not later than the next workday

after they become aware of it. Failure to so report may result in immediate termination.

- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

RESOLUTION NO. 20-07

**A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA
AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Belle Isle has by Resolution 19-14 adopted the annual budget for FY 2019-2020; and

WHEREAS, the City of Belle has determined that the Budget for FY 2019-2020 should be amended; and

WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget amendment to be adopted in the same manner as the original budget.

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

SECTION 1. The budget for the City of Belle Isle, Florida for FY 2019-2020 is hereby amended by Attachment "A". The Attachment is hereby incorporated into this Resolution by reference thereto.

SECTION 2. This Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of _____, 2020 by the City Council of the City of Belle Isle, Florida.

CITY OF BELLE ISLE

By: _____
Nicholas Fouraker, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Yolanda Quiceno, CMC-City Clerk

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 20-07 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the _____ day of July, 2020.

Yolanda Quiceno, City Clerk

**ATTACHMENT A
CITY OF BELLE ISLE
FY 2019-2020
BUDGET AMENDMENT #2
RESOLUTION# 20-07**

c.

| ACCOUNT NO. | ACCOUNT DESCRIPTION | BUDGET | | | | REF # |
|--|--------------------------------------|-----------------|------------------------------------|-------------|----------------|-------|
| | | ORIGINAL BUDGET | BUDGET AMENDMENT RESOLUTION# 20-06 | AMENDMENT | AMENDED BUDGET | |
| GENERAL FUND 001 | | | | | | |
| CARRYFORWARD FUND BALANCE | | \$ 1,104,350 | \$ 1,266,673.00 | \$ - | \$ 2,371,023 | |
| REVENUES | | | | | | |
| 001-311-100 | AD VALOREM TAX | 3,324,398 | 0 | 0 | 3,324,398 | |
| 001-312-410 | LOCAL OPTION GAS TAX | 232,000 | 0 | -11,000 | 221,000 | A |
| 001-314-100 | UTILITY SERVICE TAX - ELECTRICITY | 150,000 | 0 | 0 | 150,000 | |
| 001-314-800 | UTILITY SERVICE TAX - PROPANE | 4,300 | 0 | 500 | 4,800 | H |
| 001-315-000 | COMMUNICATIONS SERVICES TAXES | 196,884 | 0 | 0 | 196,884 | |
| 001-316-000 | LOCAL BUSINESS TAX - OCCUPATIONAL L | 12,000 | 0 | 0 | 12,000 | |
| 001-322-000 | BUILDING PERMITS | 95,000 | 55,000 | 25,000 | 175,000 | B |
| 001-323-100 | FRANCHISE FEES - ELECTRICITY | 450,000 | -450,000 | 0 | 0 | |
| 001-323-700 | FRANCHISE FEE - SOLID WASTE | 60,000 | -25,000 | 0 | 35,000 | |
| 001-329-000 | ZONING FEES | 25,000 | 0 | 0 | 25,000 | |
| 001-329-100 | PERMITS - GARAGE SALE | 200 | 0 | 0 | 200 | |
| 001-329-130 | BOAT RAMPS - DECAL AND REG | 1,200 | 0 | 0 | 1,200 | |
| 001-331-100 | FEMA REIMBURSEMENT - FEDERAL | 0 | 0 | 206,776 | 206,776 | C |
| 001-331-110 | FEMA REIMBURSEMENT - STATE | 0 | 0 | -2,067 | -2,067 | C |
| 001-334-560 | FDLE JAG GRANT | 0 | 2,000 | 19,737 | 21,737 | D |
| 001-335-120 | STATE SHARED REVENUE | 350,000 | 0 | -80,000 | 270,000 | A |
| 001-335-180 | HALF-CENT SALES TAX | 1,202,065 | 0 | -266,661 | 935,404 | A |
| 001-337-200 | SRO - CHARTER CONTRIBUTION | 66,378 | 0 | 0 | 66,378 | |
| 001-343-410 | SOLID WASTE FEES - RESIDENTIAL | 641,857 | 0 | 0 | 641,857 | |
| 001-347-400 | SPECIAL EVENTS | 500 | 0 | 5,115 | 5,615 | H |
| 001-351-100 | JUDGEMENT & FINES - MOVING VIOLATIO | 15,000 | 0 | 0 | 15,000 | |
| 001-351-110 | RED LIGHT CAMERAS | 350,000 | -235,000 | -25,000 | 90,000 | E |
| 001-359-000 | JUDGEMENT & FINES - PARKING VIOLATIC | 3,000 | 0 | 7,000 | 10,000 | H |
| 001-361-100 | INTEREST - GENERAL FUND | 1,000 | 0 | 1,300 | 2,300 | H |
| 001-362-000 | RENTAL LICENSES | 18,000 | 0 | 0 | 18,000 | |
| 001-366-200 | GRANT- COMMITTEE OF 100 OF ORANGE | 0 | 38,895 | 0 | 38,895 | |
| 001-369-900 | OTHER MISCELLANEOUS REVENUE | 3,000 | 8,655 | 18,345 | 30,000 | H |
| 001-369-905 | POLICE OFF-DUTY DETAIL REIMBURSEME | 0 | 32,985 | 1,463 | 34,448 | F |
| 001-369-906 | POLICE MARINE PATROL REIMBURSEMEN | 17,000 | 0 | 0 | 17,000 | |
| TOTAL REVENUES | | \$ 7,218,782 | \$ (572,465) | \$ (99,491) | \$ 6,546,826 | |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 8,323,132 | \$ 694,208 | \$ (99,491) | \$ 8,917,849 | |
| EXPENDITURES | | | | | | |
| LEGISLATIVE DEPARTMENT | | | | | | |
| 001-511-00-2311 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | -500 | 0 | H |
| 001-511-00-2312 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | 0 | 500 | |
| 001-511-00-2313 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | 0 | 500 | |
| 001-511-00-2314 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | -500 | 0 | H |
| 001-511-00-2315 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | 0 | 500 | |
| 001-511-00-2316 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | 0 | 500 | |
| 001-511-00-2317 | DENTAL & VISION INSURANCE - DISTRICT | 500 | 0 | 0 | 500 | |
| 001-511-00-3150 | ELECTION EXPENSE | 12,000 | 0 | -10,457 | 1,543 | H |
| 001-511-00-3200 | AUDITING & ACCOUNTING | 24,000 | 4,460 | 0 | 28,460 | |
| 001-511-00-4001 | TRAVEL & PER DIEM - DISTRICT 1 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4002 | TRAVEL & PER DIEM - DISTRICT 2 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4003 | TRAVEL & PER DIEM - DISTRICT 3 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4004 | TRAVEL & PER DIEM - DISTRICT 4 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4005 | TRAVEL & PER DIEM - DISTRICT 5 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4006 | TRAVEL & PER DIEM - DISTRICT 6 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4007 | TRAVEL & PER DIEM - DISTRICT 7 | 750 | 0 | -500 | 250 | A |
| 001-511-00-4100 | COMMUNICATIONS - TELEPHONE | 8,000 | 0 | -500 | 7,500 | H |
| 001-511-00-4900 | OTHER CURRENT CHARGES | 500 | 0 | -250 | 250 | A |
| 001-511-00-5100 | OFFICE SUPPLIES | 100 | 0 | 400 | 500 | H |
| 001-511-00-5200 | OPERATING SUPPLIES | 100 | 0 | 0 | 100 | |
| 001-511-00-5401 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 | |
| 001-511-00-5402 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 | |
| 001-511-00-5403 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 | |
| 001-511-00-5404 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 | |

**ATTACHMENT A
CITY OF BELLE ISLE
FY 2019-2020
BUDGET AMENDMENT #2
RESOLUTION# 20-07**

c.

| ACCOUNT NO. | ACCOUNT DESCRIPTION | BUDGET | | | REF # |
|-----------------|---------------------------------------|-----------------|------------------------------------|----------------|-----------|
| | | ORIGINAL BUDGET | BUDGET AMENDMENT RESOLUTION# 20-06 | AMENDED BUDGET | |
| 001-511-00-5405 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 |
| 001-511-00-5406 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 |
| 001-511-00-5407 | BOOKS,SUBSCRIPTIONS & MEMBERSHIP | 200 | 0 | 0 | 200 |
| | EXECUTIVE MAYOR | | | | |
| 001-512-00-2310 | DENTAL & VISION INSURANCE | 500 | 0 | 0 | 500 |
| 001-512-00-4000 | TRAVEL & PER DIEM | 1,000 | 0 | -750 | 250 |
| 001-512-00-4100 | COMMUNICATIONS - TELEPHONE | 1,100 | 0 | 0 | 1,100 |
| 001-512-00-4900 | OTHER CURRENT CHARGES | 200 | 0 | 0 | 200 |
| 001-512-00-5400 | BOOKS, SUBSCRIPTIONS & MEMBERSHIP | 500 | 0 | 0 | 500 |
| | FINANCE, ADMIN, & PLANNING | | | | |
| 001-513-00-1200 | REGULAR SALARIES & WAGES | 309,787 | 0 | 0 | 309,787 |
| 001-513-00-1220 | LONGEVITY PAY | 1,825 | 0 | -75 | 1,750 |
| 001-513-00-1250 | VEHICLE ALLOWANCE - CITY MANAGER | 8,400 | 0 | 0 | 8,400 |
| 001-513-00-1400 | OVERTIME PAY | 500 | 0 | 0 | 500 |
| 001-513-00-2100 | FICA/MEDICARE TAXES | 24,481 | 0 | 0 | 24,481 |
| 001-513-00-2200 | RETIREMENT CONTRIBUTIONS | 38,931 | 0 | 0 | 38,931 |
| 001-513-00-2300 | HEALTH INSURANCE | 64,789 | 0 | 0 | 64,789 |
| 001-513-00-2310 | DENTAL & VISION INSURANCE | 3,120 | 0 | 0 | 3,120 |
| 001-513-00-2320 | LIFE INSURANCE | 1,372 | 0 | 0 | 1,372 |
| 001-513-00-2330 | DISABILITY INSURANCE | 4,440 | 0 | 0 | 4,440 |
| 001-513-00-3100 | PROFESSIONAL SERVICES | 15,000 | 0 | 0 | 15,000 |
| 001-513-00-4000 | TRAVEL & PER DIEM | 1,500 | 0 | 0 | 1,500 |
| 001-513-00-4600 | REPAIRS & MAINTENANCE - GENERAL | 1,000 | 0 | -1,000 | 0 |
| 001-513-00-4610 | REPAIRS & MAINTENANCE - VEHICLES | 500 | 0 | 500 | 1,000 |
| 001-513-00-4700 | PRINTING & BINDING | 500 | 0 | 0 | 500 |
| 001-513-00-4710 | CODIFICATION EXPENSES | 3,500 | 0 | 0 | 3,500 |
| 001-513-00-4900 | OTHER CURRENT CHARGES | 2,000 | 0 | 0 | 2,000 |
| 001-513-00-4910 | LEGAL ADVERTISING | 2,000 | 0 | 0 | 2,000 |
| 001-513-00-5200 | OPERATING SUPPLIES | 500 | 0 | -500 | 0 |
| 001-513-00-5400 | BOOKS, SUBSCRIPTIONS & MEMBERSHIP | 4,000 | 0 | 0 | 4,000 |
| 001-513-00-6425 | EQUIPMENT - CITY HALL | 10,000 | 10,530 | 0 | 20,530 |
| | GENERAL GOVERNMENT | | | | |
| 001-519-00-1530 | MERIT/BONUS PAY | 10,000 | 0 | -10,000 | 0 |
| 001-519-00-2100 | FICA/MEDICARE TAXES | 765 | 0 | -765 | 0 |
| 001-519-00-3110 | LEGAL SERVICES | 125,000 | 0 | 0 | 125,000 |
| 001-519-00-3120 | ENGINEERING FEES | 60,000 | 0 | -15,000 | 45,000 |
| 001-519-00-3130 | ANNEXATION FEES | 10,000 | 0 | -5,000 | 5,000 |
| 001-519-00-3400 | CONTRACTUAL SERVICES | 64,000 | 0 | 17,000 | 81,000 |
| 001-519-00-3405 | BUILDING PERMITS | 76,000 | 44,000 | 20,000 | 140,000 |
| 001-519-00-3410 | JANITORIAL SERVICES | 3,000 | 0 | 0 | 3,000 |
| 001-519-00-3415 | WEBSITE/SOCIAL MEDIA | 25,000 | 0 | 0 | 25,000 |
| 001-519-00-3440 | FIRE PROTECTION | 1,506,500 | 79,839 | 0 | 1,586,339 |
| 001-519-00-4100 | COMMUNICATIONS SERVICES | 12,000 | 0 | 500 | 12,500 |
| 001-519-00-4200 | FREIGHT & POSTAGE | 7,000 | 0 | 0 | 7,000 |
| 001-519-00-4300 | UTILITY/ELECTRIC/WATER | 10,000 | 0 | 0 | 10,000 |
| 001-519-00-4310 | SOLID WASTE DISPOSAL/YARDWASTE | 641,857 | 0 | 0 | 641,857 |
| 001-519-00-4500 | INSURANCE | 120,000 | 0 | 0 | 120,000 |
| 001-519-00-4600 | REPAIRS & MAINTENANCE - GENERAL | 5,000 | 0 | 0 | 5,000 |
| 001-519-00-4700 | PRINTING & BINDING | 15,000 | 0 | 0 | 15,000 |
| 001-519-00-4800 | SPECIAL EVENTS | 10,000 | 0 | 116 | 10,116 |
| 001-519-00-4900 | OTHER CURRENT CHARGES | 2,500 | 0 | 0 | 2,500 |
| 001-519-00-4905 | NON AD VALOREM ASSESSMENT FEE | 3,000 | 0 | -96 | 2,904 |
| 001-519-00-4906 | GEOGRAPHIC INFORMATION SYSTEM INT | 2,300 | 0 | -60 | 2,240 |
| 001-519-00-4910 | LEGAL ADVERTISING | 3,200 | 0 | 2,000 | 5,200 |
| 001-519-00-5100 | OFFICE SUPPLIES | 7,500 | 0 | 0 | 7,500 |
| 001-519-00-5200 | OPERATING SUPPLIES | 2,500 | 0 | -1,000 | 1,500 |
| 001-519-00-5230 | FUEL EXPENSE | 500 | 0 | 0 | 500 |
| 001-519-00-5400 | BOOKS, SUBSCRIPTIONS & MEMBERSHIP | 1,100 | 0 | 0 | 1,100 |
| 001-519-00-6300 | CAPITAL IMPROVEMENTS | 15,000 | -15,000 | 0 | 0 |
| 001-519-00-6491 | CITY HALL IMPROVEMENTS | 10,000 | 15,000 | -4,000 | 21,000 |
| 001-519-00-8300 | CONTRIBUTIONS & DONATIONS | 1,500 | 0 | 250 | 1,750 |

**ATTACHMENT A
CITY OF BELLE ISLE
FY 2019-2020
BUDGET AMENDMENT #2
RESOLUTION# 20-07**

c.

| ACCOUNT NO. | ACCOUNT DESCRIPTION | ORIGINAL BUDGET | BUDGET AMENDMENT | | AMENDED BUDGET | REF # |
|-----------------|--------------------------------------|-----------------|------------------------------------|-----------|----------------|-------|
| | | | BUDGET AMENDMENT RESOLUTION# 20-06 | AMENDMENT | | |
| 001-519-00-8310 | NEIGHBORHOOD GRANT PROGRAM | 35,000 | 0 | -20,000 | 15,000 | A |
| | POLICE | | | | | |
| 001-521-00-1200 | REGULAR SALARIES & WAGES | 1,064,153 | 0 | 0 | 1,064,153 | |
| 001-521-00-1210 | REGULAR SALARIES & WAGES - CROSSIN | 35,000 | 0 | 12,000 | 47,000 | H |
| 001-521-00-1215 | HOLIDAY PAY | 20,000 | 0 | -4,000 | 16,000 | A |
| 001-521-00-1220 | LONGEVITY PAY | 6,225 | 0 | -200 | 6,025 | H |
| 001-521-00-1400 | OVERTIME PAY | 12,000 | 0 | 0 | 12,000 | |
| 001-521-00-1500 | INCENTIVE PAY | 15,000 | 0 | 0 | 15,000 | |
| 001-521-00-1505 | POLICE OFF-DUTY DETAIL PAY | 0 | 31,233 | 32,000 | 63,233 | F |
| 001-521-00-1506 | POLICE LAKE CONWAY MARINE PATROL F | 15,000 | 0 | 0 | 15,000 | |
| 001-521-00-1519 | HAZARD PAY - COVID19 | 0 | 35,700 | -9,600 | 26,100 | H |
| 001-521-00-1520 | SPECIAL ASSIGNMENT PAY | 11,000 | 0 | 0 | 11,000 | |
| 001-521-00-2100 | FICA/MEDICARE TAXES | 90,146 | 1,752 | 2,448 | 94,346 | F |
| 001-521-00-2200 | RETIREMENT CONTRIBUTIONS | 184,306 | -14,473 | 0 | 169,833 | |
| 001-521-00-2300 | HEALTH INSURANCE | 229,675 | -21,227 | -8,448 | 200,000 | H |
| 001-521-00-2310 | DENTAL & VISION INSURANCE | 7,854 | 0 | 0 | 7,854 | |
| 001-521-00-2320 | LIFE INSURANCE | 5,293 | 0 | 0 | 5,293 | |
| 001-521-00-2330 | DISABILITY INSURANCE | 18,168 | 0 | 0 | 18,168 | |
| 001-521-00-3100 | TECHNOLOGY SUPPORT/SERVICES | 26,000 | 0 | 0 | 26,000 | |
| 001-521-00-3110 | LEGAL SERVICES | 2,500 | 0 | 6,000 | 8,500 | H |
| 001-521-00-3120 | PRE-EMPLOYMENT EXPENSE | 1,500 | 0 | 0 | 1,500 | |
| 001-521-00-3410 | JANITORIAL SERVICES | 1,600 | 0 | 0 | 1,600 | |
| 001-521-00-4000 | TRAVEL & PER DIEM | 2,000 | 0 | -1,500 | 500 | A |
| 001-521-00-4100 | COMMUNICATIONS SERVICES | 20,000 | 0 | 4,000 | 24,000 | H |
| 001-521-00-4110 | DISPATCH SERVICE | 73,000 | 0 | 0 | 73,000 | |
| 001-521-00-4200 | POSTAGE & FREIGHT | 500 | 0 | 0 | 500 | |
| 001-521-00-4300 | UTILITY/ELECTRIC/WATER | 3,000 | 0 | 0 | 3,000 | |
| 001-521-00-4600 | REPAIRS & MAINTENANCE - GENERAL | 2,000 | 0 | 0 | 2,000 | |
| 001-521-00-4610 | REPAIRS AND MAINTENANCE - VEHICLES | 25,000 | 0 | 0 | 25,000 | |
| 001-521-00-4620 | REPAIRS & MAINTENANCE - RADAR GUNS | 3,000 | 0 | -1,000 | 2,000 | A |
| 001-521-00-4700 | PRINTING & BINDING | 2,500 | 0 | 0 | 2,500 | |
| 001-521-00-4900 | OTHER CURRENT CHARGES | 2,000 | 0 | 2,000 | 4,000 | H |
| 001-521-00-4910 | LEGAL ADVERTISING | 250 | 0 | 0 | 250 | |
| 001-521-00-4920 | MARINE EXPENSES | 5,000 | 0 | -1,500 | 3,500 | A |
| 001-521-00-5100 | OFFICE SUPPLIES | 2,500 | 0 | 0 | 2,500 | |
| 001-521-00-5200 | OPERATING SUPPLIES | 3,000 | 1,000 | 4,000 | 8,000 | A |
| 001-521-00-5205 | COMPUTER AND SOFTWARE | 1,500 | 0 | -500 | 1,000 | A |
| 001-521-00-5210 | UNIFORMS | 8,000 | 0 | 0 | 8,000 | |
| 001-521-00-5230 | FUEL EXPENSE | 40,000 | 0 | -5,000 | 35,000 | A |
| 001-521-00-5400 | BOOKS, SUBSCRIPTIONS & MEMBERSHIP | 1,000 | 0 | 0 | 1,000 | |
| 001-521-00-5500 | TRAINING - POLICE | 3,000 | 0 | 0 | 3,000 | |
| 001-521-00-6400 | CIP - EQUIPMENT | 8,000 | -292 | 10,253 | 17,961 | H |
| 001-521-00-6415 | CIP - EQUIPMENT - RED LIGHT CAMERAS/ | 100,000 | -67,000 | -3,000 | 30,000 | E |
| 001-521-00-6417 | VEHICLES - LEASE PURCHASE & REG | 64,000 | 48,842 | 1,422 | 114,264 | H |
| 001-521-00-8200 | COMMUNITY PROMOTIONS | 1,000 | 0 | 0 | 1,000 | |
| | PUBLIC WORKS | | | | | |
| 001-541-00-1200 | REGULAR SALARIES & WAGES | 66,196 | 0 | 0 | 66,196 | |
| 001-541-00-1220 | LONGEVITY PAY | 975 | 0 | -25 | 950 | H |
| 001-541-00-1400 | OVERTIME PAY | 1,500 | 0 | 0 | 1,500 | |
| 001-541-00-2100 | FICA/MEDICARE TAXES | 5,253 | 0 | 0 | 5,253 | |
| 001-541-00-2200 | RETIREMENT CONTRIBUTIONS | 8,800 | 0 | 0 | 8,800 | |
| 001-541-00-2300 | HEALTH INSURANCE | 15,389 | 0 | 0 | 15,389 | |
| 001-541-00-2310 | DENTAL & VISION INSURANCE | 719 | 0 | 0 | 719 | |
| 001-541-00-2320 | LIFE INSURANCE | 338 | 0 | 0 | 338 | |
| 001-541-00-2330 | DISABILITY INSURANCE | 1,309 | 0 | 0 | 1,309 | |
| 001-541-00-3100 | PROFESSIONAL SERVICES | 200 | 0 | 0 | 200 | |
| 001-541-00-3140 | TEMPORARY LABOR | 10,000 | 0 | -7,500 | 2,500 | A |
| 001-541-00-3400 | CONTRACTUAL SERVICES | 7,500 | 0 | 0 | 7,500 | |
| 001-541-00-3420 | LANDSCAPING SERVICES | 45,000 | 0 | 0 | 45,000 | |
| 001-541-00-4100 | COMMUNICATIONS | 2,500 | 0 | 0 | 2,500 | |
| 001-541-00-4300 | UTILITY/ELECTRIC/WATER | 115,000 | 0 | -5,000 | 110,000 | |

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**ATTACHMENT A
CITY OF BELLE ISLE
FY 2019-2020
BUDGET AMENDMENT #2
RESOLUTION# 20-07**

c.

| ACCOUNT NO. | ACCOUNT DESCRIPTION | BUDGET | | | REF # |
|---|--------------------------------------|---------------------|------------------------------------|--------------------|---------------------|
| | | ORIGINAL BUDGET | BUDGET AMENDMENT RESOLUTION# 20-06 | AMENDED BUDGET | |
| 001-541-00-4600 | REPAIRS & MAINTENANCE - GENERAL | 10,000 | 0 | 10,000 | |
| 001-541-00-4610 | REPAIRS & MAINTENANCE - VEHICLES & E | 10,000 | 0 | 10,000 | |
| 001-541-00-4670 | REPAIRS & MAINTENANCE - PARKS | 10,000 | 0 | 10,000 | |
| 001-541-00-4675 | REPAIRS & MAINTENANCE - BOAT RAMPS | 5,000 | 0 | 2,500 | A |
| 001-541-00-4680 | REPAIRS & MAINTENANCE - ROADS | 12,000 | 0 | 32,000 | H |
| 001-541-00-4690 | URBAN FORESTRY | 60,000 | 0 | 110,000 | G/H |
| 001-541-00-5200 | OPERATING SUPPLIES | 5,000 | 0 | 5,000 | |
| 001-541-00-5210 | UNIFORMS | 1,500 | 0 | 1,000 | A |
| 001-541-00-5220 | PROTECTIVE CLOTHING | 1,000 | 0 | 1,000 | |
| 001-541-00-5230 | FUEL EXPENSE | 6,000 | 0 | 6,000 | |
| 001-541-00-5400 | BOOKS, SUBSCRIPTIONS & MEMBERSHIP | 500 | 0 | 500 | |
| 001-541-00-5500 | TRAINING | 500 | 0 | 500 | |
| 001-541-00-6335 | CIP - NELA BRIDGE REPAIRS | 37,000 | 3,380 | 40,380 | |
| 001-541-00-6365 | CIP - ELECTRIC POLE HOLIDAY DECORAT | 15,000 | -3,380 | 9,532 | A |
| 001-541-00-6380 | CIP - PARK IMPROVEMENTS | 348,000 | -55,960 | 254,942 | A |
| 001-541-00-6420 | CIP - TRAFFIC CALMING | 25,000 | 0 | 25,300 | H |
| 001-541-00-6430 | CIP - EQUIPMENT | 17,000 | 0 | 28,820 | H |
| NON-DEPARTMENTAL (TRANSFERS) | | | | | |
| 001-581-00-9100 | TRANSFER TO CAPITAL EQUIP REPL FUNI | 52,000 | 0 | 0 | A |
| 001-581-00-9110 | TRANSFER TO RIGHT OF WAY FUND 302 | 400,000 | -400,000 | 0 | |
| NON-OPERATING | | | | | |
| 001-584-00-5810 | TRANSFER OUT | 150,000 | -150,000 | 0 | |
| 001-584-00-7100 | PAYMENT ON BOND - PRINCIPAL | 90,000 | 0 | 90,000 | |
| 001-584-00-7200 | BOND DEBT - INTEREST | 18,000 | 0 | 18,000 | |
| TOTAL EXPENDITURES | | \$ 7,011,366 | \$ (451,596) | \$ (18,403) | \$ 6,541,367 |
| RESERVES | | \$ 1,311,766 | \$ 1,145,804 | \$ (81,088) | \$ 2,376,482 |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 8,323,132 | \$ 694,208 | \$ (99,491) | \$ 8,917,849 |

TRANSPORTATION IMPACT FUND 102

| | | | | | |
|---|--------------------------------------|-------------------|-----------------|--------------------|-------------------|
| CARRYFORWARD FUND BALANCE | | \$ 199,731 | \$ 4,843 | \$ - | \$ 204,574 |
| REVENUES | | | | | |
| 102-324-310 | IMPACT FEES - RESIDENTIAL - TRANSPOF | 3,000 | 0 | -3,000 | 0 |
| 102-361-100 | INTEREST - TRANSPORTATION IMPACT | 1,000 | 0 | 1,300 | 2,300 |
| TOTAL REVENUES | | \$ 4,000 | \$ - | \$ (1,700) | \$ 2,300 |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 203,731 | \$ 4,843 | \$ (1,700) | \$ 206,874 |
| EXPENDITURES | | | | | |
| 102-541-00-6425 | ROADWAY IMPROVEMENTS | 120,000 | 0 | -60,000 | 60,000 |
| TOTAL EXPENDITURES | | \$ 120,000 | \$ - | \$ (60,000) | \$ 60,000 |
| RESERVES | | \$ 83,731 | \$ 4,843 | \$ 58,300 | \$ 146,874 |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 203,731 | \$ 4,843 | \$ (1,700) | \$ 206,874 |

STORMWATER FUND 103

| | | | | | |
|--|-------------------------------------|-------------------|---------------------|-----------------|-------------------|
| CARRYFORWARD FUND BALANCE | | \$ 295,404 | \$ (271,277) | \$ - | \$ 24,127 |
| REVENUES | | | | | |
| 103-331-100 | FEMA REIMBURSEMENT - FEDERAL - FUN | 0 | 142,367 | 0 | 142,367 |
| 103-331-110 | FEMA REIMBURSEMENT - STATE - FUND 1 | 0 | -570 | 0 | -570 |
| 103-343-900 | SERVICE CHARGE - STORMWATER | 370,000 | -26,000 | 0 | 344,000 |
| 103-361-100 | INTEREST - STORMWATER | 1,000 | 0 | 1,300 | 2,300 |
| TOTAL REVENUES | | \$ 371,000 | \$ 115,797 | \$ 1,300 | \$ 488,097 |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 666,404 | \$ (155,480) | \$ 1,300 | \$ 512,224 |

EXPENDITURES

| | | | | | |
|-----------------|----------------------------------|--------|-------|---|--------|
| 103-541-00-1200 | REGULAR SALARIES & WAGES | 89,860 | 0 | 0 | 89,860 |
| 103-541-00-2100 | FICA/MEDICARE TAXES | 6,874 | 0 | 0 | 6,874 |
| 103-541-00-2200 | RETIREMENT CONTRIBUTIONS | 11,682 | 0 | 0 | 11,682 |
| 103-541-00-2300 | HEALTH INSURANCE | 14,040 | 0 | 0 | 14,040 |
| 103-541-00-2310 | DENTAL & VISION INSURANCE | 449 | 0 | 0 | 449 |
| 103-541-00-2320 | LIFE INSURANCE | 427 | 0 | 0 | 427 |
| 103-541-00-2330 | DISABILITY INSURANCE | 1,256 | 0 | 0 | 1,256 |
| 103-541-00-3110 | LEGAL SERVICES - STORMWATER FUND | 0 | 2,368 | 0 | 2,368 |

**ATTACHMENT A
CITY OF BELLE ISLE
FY 2019-2020
BUDGET AMENDMENT #2
RESOLUTION# 20-07**

c.

| ACCOUNT NO. | ACCOUNT DESCRIPTION | BUDGET | | | REF # |
|---|-------------------------------------|-------------------|------------------------------------|--------------------|-------------------|
| | | ORIGINAL BUDGET | BUDGET AMENDMENT RESOLUTION# 20-06 | AMENDED BUDGET | |
| 103-541-00-3120 | ENGINEERING FEES | 50,000 | 0 | 0 | 50,000 |
| 103-541-00-3430 | NPDES | 15,000 | 0 | 0 | 15,000 |
| 103-541-00-3450 | LAKE CONSERVATION | 15,000 | 0 | 0 | 15,000 |
| 103-541-00-4600 | REPAIRS & MAINTENANCE | 70,000 | 0 | 0 | 70,000 |
| 103-541-00-4900 | OTHER CURRENT CHARGES | 1,000 | 0 | 0 | 1,000 |
| 103-541-00-6300 | CIP - CAPITAL IMPROVEMENTS | 350,000 | -175,000 | 0 | 175,000 |
| 103-581-00-9100 | TRANSFER TO CAPITAL EQUIP REPL FUND | 10,000 | 0 | -10,000 | 0 |
| TOTAL EXPENDITURES | | \$ 635,588 | \$ (172,632) | \$ (10,000) | \$ 452,956 |
| RESERVES | | \$ 30,816 | \$ 17,152 | \$ 11,300 | \$ 59,268 |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 666,404 | \$ (155,480) | \$ 1,300 | \$ 512,224 |

LAW ENFORCEMENT EDUCATION FUND 104

| | | | | | |
|---|-------------------------------------|-----------------|-----------------|-----------------|------------------|
| CARRYFORWARD FUND BALANCE | | \$ 7,347 | \$ 8,053 | \$ - | \$ 15,400 |
| REVENUES | | | | | |
| 104-351-200 | JUDGEMENT & FINES - LE EDUCATION FU | 1,500 | 0 | 0 | 1,500 |
| 104-361-100 | INTEREST - EDUCATION FUND | 1,000 | 0 | 1,300 | 2,300 |
| TOTAL REVENUES | | \$ 2,500 | \$ - | \$ 1,300 | \$ 3,800 |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 9,847 | \$ 8,053 | \$ 1,300 | \$ 19,200 |
| EXPENDITURES | | | | | |
| 104-521-00-5500 | TRAINING | 8,000 | 0 | 0 | 8,000 |
| 104-541-00-4900 | OTHER CURRENT CHARGES | 200 | 0 | 0 | 200 |
| TOTAL EXPENDITURES | | \$ 8,200 | \$ - | \$ - | \$ 8,200 |
| RESERVES | | \$ 1,647 | \$ 8,053 | \$ 1,300 | \$ 11,000 |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 9,847 | \$ 8,053 | \$ 1,300 | \$ 19,200 |

CHARTER DEBT SERVICE FUND 201

| | | | | | |
|---|-------------------------------------|---------------------|---------------------|-----------------|---------------------|
| CARRYFORWARD FUND BALANCE | | \$ 1,106,848 | \$ 72,443 | \$ - | \$ 1,179,291 |
| REVENUES | | | | | |
| 201-331-100 | FEMA REIMBURSEMENT - FEDERAL - FUN | 0 | 2,147 | 0 | 2,147 |
| 201-331-110 | FEMA REIMBURSEMENT - STATE - FUND 2 | 0 | -4,105 | 0 | -4,105 |
| 201-361-100 | INTEREST - CHARTER FUND | 1,000 | 0 | 9,000 | 10,000 |
| 201-362-000 | RENT REVENUE | 1,029,700 | 6,940 | 0 | 1,036,640 |
| 201-381-000 | TRANSFERS IN FROM GENERAL FUND 001 | 150,000 | -150,000 | 0 | 0 |
| TOTAL REVENUES | | \$ 1,180,700 | \$ (145,018) | \$ 9,000 | \$ 1,044,682 |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 2,287,548 | \$ (72,575) | \$ 9,000 | \$ 2,223,973 |
| EXPENDITURES | | | | | |
| 201-569-00-1200 | REGULAR SALARIES & WAGES | 67,495 | 0 | 0 | 67,495 |
| 201-569-00-2100 | FICA/MEDICARE TAXES | 5,163 | 0 | 0 | 5,163 |
| 201-569-00-2200 | RETIREMENT CONTRIBUTIONS | 9,668 | 0 | 0 | 9,668 |
| 201-569-00-2300 | HEALTH INSURANCE | 8,808 | 0 | 0 | 8,808 |
| 201-569-00-2310 | DENTAL & VISION INSURANCE | 360 | 0 | 0 | 360 |
| 201-569-00-2320 | LIFE INSURANCE | 321 | 0 | 0 | 321 |
| 201-569-00-2330 | DISABILITY INSURANCE | 928 | 0 | 0 | 928 |
| 201-569-00-3100 | CHARTER PROFESSIONAL SERVICES | 0 | 5,500 | 0 | 5,500 |
| 201-569-00-3110 | CHARTER LEGAL SERVICES | 0 | 7,716 | 284 | 8,000 |
| 201-569-00-4600 | MAINTENANCE - CHARTER SCHOOL | 20,000 | 0 | 0 | 20,000 |
| 201-569-00-6210 | CIP - CHARTER ROOF | 276,000 | 0 | 0 | 276,000 |
| 201-569-00-6320 | CIP - HVAC REPLACEMENT | 22,000 | -8,105 | 0 | 13,895 |
| 201-569-00-6410 | CHARTER SCHOOL BUILDING REPAIRS | 0 | 5,739 | 0 | 5,739 |
| 201-569-00-7100 | PRINCIPAL | 300,000 | 0 | 0 | 300,000 |
| 201-569-00-7200 | INTEREST | 527,825 | 0 | 0 | 527,825 |
| TOTAL EXPENDITURES | | \$ 1,238,568 | \$ 10,850 | \$ 284 | \$ 1,249,702 |
| RESERVES | | \$ 1,048,980 | \$ (83,425) | \$ 8,716 | \$ 974,271 |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 2,287,548 | \$ (72,575) | \$ 9,000 | \$ 2,223,973 |

CAPITAL EQUIPMENT REPLACEMENT FUND

| | | | | | |
|----------------------------------|--------------------------------|------------------|-------------|-------------|------------------|
| CARRYFORWARD FUND BALANCE | | \$ 27,000 | \$ - | \$ - | \$ 27,000 |
| REVENUES | | | | | |
| 301-381-000 | TRANSFER FROM GENERAL FUND 001 | 52,000 | 0 | -52,000 | |

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ATTACHMENT A
CITY OF BELLE ISLE
FY 2019-2020
BUDGET AMENDMENT #2
RESOLUTION# 20-07

c.

| ACCOUNT NO. | ACCOUNT DESCRIPTION | ORIGINAL BUDGET | BUDGET AMENDMENT RESOLUTION# 20-06 | BUDGET AMENDMENT | AMENDED BUDGET | REF # |
|---|-------------------------------------|--------------------|---------------------------------------|---------------------|-------------------|----------|
| 301-381-103 | TRANSFER FROM STORMWATER FUND 10 | 10,000 | 0 | -10,000 | 0 | A |
| TOTAL REVENUES | | \$ 62,000 | \$ - | \$ (62,000) | \$ - | |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 89,000 | \$ - | \$ (62,000) | \$ 27,000 | |
| EXPENDITURES | | | | | | |
| 301-521-00-6410 | CIP - POLICE COMMUNICATIONS EQUIPME | 10,000 | 0 | -23 | 9,977 | H |
| TOTAL EXPENDITURES | | \$ 10,000 | \$ - | \$ (23) | \$ 9,977 | |
| RESERVES | | \$ 79,000 | \$ - | \$ (61,977) | \$ 17,023 | |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 89,000 | \$ - | \$ (62,000) | \$ 27,000 | |
| RIGHT OF WAY FUND 302 | | | | | | |
| CARRYFORWARD FUND BALANCE | | \$ - | \$ - | \$ - | \$ - | |
| REVENUES | | | | | | |
| 302-381-000 | TRANSFER FROM GENERAL FUND 001 | 484,000 | -484,000 | 0 | 0 | |
| TOTAL REVENUES | | \$ 484,000 | \$ (484,000) | \$ - | \$ - | |
| TOTAL ESTIMATED REVENUES & BALANCES | | \$ 484,000 | \$ (484,000) | \$ - | \$ - | |
| EXPENDITURES | | | | | | |
| 302-541-00-6320 | CIP - RESURFACING & CURBING | 350,000 | -350,000 | 0 | 0 | |
| 302-541-00-6330 | CIP - SIDEWALKS | 50,000 | -50,000 | 0 | 0 | |
| TOTAL EXPENDITURES | | \$ 400,000 | \$ (400,000) | \$ - | \$ - | |
| RESERVES | | \$ 84,000 | \$ (84,000) | \$ - | \$ - | |
| TOTAL APPROPRIATED EXPENDITURES & RESERVES | | \$ 484,000 | \$ (484,000) | \$ - | \$ - | |

REFERENCE:

- (A) Budget reduction due to Covid19.
- (B) Increase Building Permit revenue and expenditure due to increase in activity.
- (C) Increase for FEMA funding received and FEMA funding anticipated to receive in FY1920.
- (D) Increase due to JAG grant funding received.
- (E) Reduce revenue and expenditure for Red Light Cameras due to delayed installation and cost reduction.
- (F) Increase revenue and expenditures for Police Off-Duty activity.
- (G) Increase expenditure due to tornado cleanup.
- (H) General budget adjustment based on activity.

RESOLUTION NO. 20-08

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE PURCHASING POLICY FOR THE CITY OF BELLE ISLE BY ADDING NEW GUIDELINES AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 5.12 of the Charter of the City of Belle Isle establishes purchasing requirements and establishes the City Manager as the City Purchasing Agent, and

WHEREAS, the City Manager established a policy for purchasing, and

WHEREAS, the proposed policy is in compliance with Florida Statutes and Federal Guidelines (OMB Circular 200), and

WHEREAS, it is in the best interest of the City to adopt these guidelines.

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

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Purchasing Policy and Procedures.

The Purchasing Policy and Procedures attached hereto as Exhibit A, are hereby adopted as reflected in the attachment.

Section 3. Conflicts.

In the event of a conflict or conflicts between this Resolution or and any other resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law.

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Section 4. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2020

CITY OF BELLE ISLE

ATTEST

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution 20-08 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the ____ day of _____ 2020.

Yolanda Quiceno, City Clerk

EXHIBIT A -RESOLUTION NO. 20-08

PURCHASING POLICY

City of Belle Isle, Florida

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City of Belle Isle, Florida PURCHASING POLICY



Adopted by Resolution 20-08

July 7, 2020

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SECTION 1 - INTRODUCTION

1.1 PURPOSE

The purpose of this Purchasing Policy, (hereinafter referred to as “Policy”) is to establish the necessary policies and procedures for the City of Belle Isle, (hereinafter referred to as “City”) to obtain goods and services in the most efficient, economical and ethical manner.

1.2 SCOPE

This Policy shall apply to all purchases of goods and services by the City.

1.3 RESPONSIBILITIES

The City Manager is the purchasing agent for the City and is responsible to ensure this Policy is followed by all City departments. The Finance Director is the primary contact for questions regarding this Policy. It is the responsibility of all who have been delegated to purchase for the City to adhere to this Policy.

1.4 CHANGES IN LAWS AND REGULATIONS

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy.

1.5 SEVERABILITY

If any section of this Policy, or any application thereof, to any person or circumstance is held invalid, such invalidity shall not affect other sections or applications of this Policy, which can be given effect without the invalid section or application, and to this end, the sections or applications of this Policy are declared to be severable.

1.6 GOVERNING RULES/GUIDELINES

The terms and provisions of this Policy shall be deemed by operation of law to be a part of the term and conditions of each procurement or contract involving the City of Belle Isle as a part, except that an authorized official has expressly provided for a written exception to one or more of the requirements provided for in this Policy with respect to a particular procurement or contract.

All City departments, employees, and elected officials shall be in accordance with this Policy, unless otherwise governed under a specific policy.

All purchases will be made in an economical manner to achieve the best value, avoiding unnecessary or duplicative items. Consideration will be given to consolidating or breaking out purchases to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The City will award contracts only to responsible vendors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as vendor integrity, compliance with public policy, record of past performance, and financial and technical resources.

In regards to the dollar threshold amounts indicated in this Policy, the total cost of the purchase should be considered, not the cost of the individual items. In addition, purchases should not be artificially or purposely divided to circumvent the dollar threshold limits.

A competitive bid process is a transparent method in which competing suppliers are invited by openly advertising the scope, terms and conditions, and evaluation criteria. The award is made to the lowest responsive and responsible bidder meeting the qualifications and specifications. The goal is to obtain goods and services at the lowest price by stimulating competition.

1.7 CITY'S RIGHTS

Nothing in this Policy reduces or invalidates the City's right to accept or reject any or all bids or proposals or any parts thereof, and to award, if an award is made, to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City.

1.8 NON-DISCRIMINATION

It is the policy of the City to promote the principles of equal opportunity in its contracting activities by assuring that those seeking to do business with the city will treat contractors, subcontractors, and employees equally and will not engage in discrimination against their contractors, subcontractors, or employees because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation or as a member of any other protected class.

The Contractor will certify to the City that that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

SECTION 2 – DEFINITIONS

2.1 DEFINITIONS

Wherever used in this Policy, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

Agency: A state agency, a municipality, a political subdivision, a school district, or a school board.

Best Value: The highest overall value based on factors that include, but are not limited to price, quality, design, time, and workmanship.

Bid: A formal written price offer from a vendor to the City to furnish goods, products or services.

Contractor: Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of the City, or who provides (or solicits to provide) goods or professional services to the City. For purposes of this Policy, Contractor, Supplier, and Vendor may be used interchangeably.

Contractual Services: The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations, consultations, accounting, security, management systems, management consulting, educational training programs, research and development studies or reports, and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

Cooperative Purchasing: Procurement conducted by or on behalf of more than one public procurement unit or agency.

Emergency: A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by the City; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

Firm: Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including Contractual Service, Design Professional Services, and Professional Services, construction projects and capital improvement projects required by the City regardless of the source of funds.

Professional Services: The value of services which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include but are not limited to, accountants, auditors, engineers, financial advisors, information technology consultants, insurance services, legal services, marketing firms, and planning consultants.

Renewal: Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

Request for Bid (RFB): A written or electronically posted solicitation for competitive sealed bids.

Request for Information (RFI): A written or electronically posted request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the agency to form a binding contract.

Request for Proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for Qualification (RFQ): Used to obtain statements of qualification of potential development teams or consultants.

Responsive Bid/Proposal/Reply: A bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.

Responsible Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Sole Source: A procurement in which only one vendor is capable of supplying the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

Supplier: See "Contractor".

Vendor: See "Contractor".

SECTION 3 - ETHICS AND CODE OF CONDUCT

3.1 ETHICAL STANDARDS

The City is committed to a purchasing process governed by the highest ethical standards and integrity to inspire the confidence of the organization and the public being served. To achieve these purposes, the City subscribes to the following code of ethics:

- The City will avoid unfair practices by granting all competitive respondents equal consideration as required by Federal, State, and City regulations.
- The City will conduct business in good faith, demanding honesty and ethical practices from all participants in the purchasing process.
- The City will promote positive vendor relationships by affording courteous, fair, and ethical treatment.
- The City will avoid involvement in any transactions or activities that could be considered a conflict between personal interest and the interests of the City.

Employees must not become obligated to any suppliers and shall not participate in any City transaction from which they may personally benefit. Except as may be authorized by applicable State law, no employee or elected official shall accept gifts, gratuities, rebates, kickbacks, or benefits of any kind from prospective bidders, vendors, or suppliers. No employee or elected official shall bid for, enter into, or be in any manner interested in any contract for City purchase. No employee or elected official shall seek to influence the purchase of a product or service from any supplier or vendor. This restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service(s) to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase.

The avoidance of actual or perceived conflicts of interest is a prerequisite to the efficient and sound operation of the City and maintenance of the public trust.

All City of Belle Isle employees shall adhere to the ethical standards contained in the Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, as well as those contained in the City of Belle Isle Personnel Manual and the City of Belle Isle Conflict of Interest Policy.

3.2 LOBBYING

Lobbying of evaluation committee members, city employees, or elected officials regarding any type of formal solicitation or contract, during the selection process or bid protest, by the bidder/proposer/protester or any member of the bidder's/proposer's staff, an agent of the bidder/proposer/protester, or any person employed by any legal entity affiliated with or representing an organization that has responded to a formal solicitation or contract or has a pending bid protest is strictly prohibited either upon publication of the formal solicitation until either an award is final or the protest is completely resolved by the City.

Nothing herein shall prohibit a prospective bidder/proposer from contacting the City to address situations such as clarification and/or questions related to the procurement process as outlined in the formal solicitation documents. For purposes of this provision, lobbying activities shall include but are not limited to, influencing or attempting to influence action or non-action in connection with any formal solicitation or contract, through direct or indirect oral or written communication, or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any formal solicitation or contract to be rejected.

3.3 DISQUALIFICATION OF VENDORS

Vendors who are debarred, suspended, or otherwise ineligible to transact business with public entities as determined by the State of Florida Department of Management Services and included on such lists as the Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any City solicitations.

3.4 UNAUTHORIZED PURCHASES

An unauthorized purchase occurs when any employee of the City orders, contracts for or buys any goods, services, materials or supplies outside the purview of this Policy. Any individual making an unauthorized purchase may be subject to disciplinary actions as appropriate, which may include termination and/or prosecution. The following are unauthorized purchasing practices:

- Artificially dividing purchases into multiple segments in an attempt to circumvent the dollar threshold approvals or requirements as established.
- Purchasing any goods and/or services above the thresholds delineated herein.
- Committing to a purchase without proper approval.
- Obtaining items available on an existing City term contract from a supplier that does not hold the contract.
- Providing false information such as false quotations (without actually contacting and obtaining a quotation, bid or proposal from a vendor).

3.5 VIOLATIONS OF THIS POLICY

Any individual, employee, or elected official, in violation of this Policy may be subject to disciplinary actions as appropriate, which may include termination and/or prosecution.

SECTION 4 – PURCHASING METHODS AND THRESHOLDS

The methods below shall be used in the purchasing of goods and services for the use of the City.

4.1 PURCHASES LESS THAN \$2,500

A. INFORMAL PURCHASING – PURCHASES LESS THAN \$2,500

Informal purchasing may be used for the purchase of goods and services costing less than \$2,500. While written quotes and bids are not necessary for items or services costing less than \$2,500 or specifically excluded in applicable State law, every effort should be made to ensure goods and services are being purchased in the most efficient and cost effective manner possible.

4.2 PURCHASES FROM \$2,500 TO \$49,999

A. QUOTE REQUEST – PURCHASES FROM \$2,500 TO \$49,999

At least three (3) written quotes must be obtained for the purchases of goods and services costing from \$2,500 to \$49,999. Specifications will be developed prior to solicitation of the quotes so all vendors are providing a quote on the same level. If at least three (3) written quotes are not possible, a written explanation of such must be approved by the City Manager based on Purchasing Approval Thresholds (see Section 4). The supporting documentation must be included with the quotes.

Quote award must be based on qualifications of the prospective vendor, acceptability of the product, delivery time, inventories, past performance, degree of compliance with requirements, price and other circumstances that will encourage delivery of the best products and services.

4.3 PURCHASES \$50,000 AND GREATER

A. REQUEST FOR BID (RFB)

Except as otherwise provided herein, the Request for Bid (RFB) process is a formal solicitation required for purchases of goods and services costing at least \$50,000 when the City is capable of specifically establishing *precise* specifications defining the actual commodity or contractual services. Responses to the RFB must be received in a sealed bid format, opened and read aloud at a specific date, time and location.

B. REQUEST FOR PROPOSAL (RFP)

Except as otherwise provided herein, the Request for Proposal (RFP) is a formal solicitation required for the purchase of goods and services costing at least \$50,000 when the City *cannot* specifically define the scope of work or when it is not practical or advantageous to procure by competitive sealed bidding. The proposer provides detailed information in response to the RFP which may result in a contractual agreement. The RFP process allows for negotiation in the scope of services, terms and conditions, price, and delivery.

C. REQUEST FOR QUALIFICATION (RFQ)

Except as otherwise provided herein, the Request for Qualification (RFQ) is a formal solicitation required for the acquisition of professional services costing at least \$50,000. RFQ proposals primarily indicate information regarding the education and experience background of the respondent. Price is not to be indicated in the initial RFQ but it is negotiated with successful respondent. If the RFQ is for professional architectural, engineering, landscape architectural or surveying and mapping services, then the rules of applicable State law shall apply.

D. REQUEST FOR INFORMATION (RFI)

The Request for Information (RFI) method is used to help gather information about a product or service in order to make a decision. The RFI may also be used to collect detailed information about potential suppliers and their capabilities; to advise potential suppliers of the City's intent to purchase a certain product or service; and to show that the City is acting in a fair manner and including all potential participants. The RFI may be utilized for any threshold dollar amount.

4.4 COOPERATIVE PURCHASING

The City Manager shall have the authority to join with other units of government agencies in cooperative purchasing ventures when the best interest of the City would be served and the purchase is in accordance with the City's Purchasing Policy.

4.5 SOLE SOURCE / NON-COMPETITIVE PURCHASES

The competitive bid process is waived when it is determined and substantiated in writing, after conducting a good faith review of available sources, that there is only one source for the goods and services or it is determined that competitive bidding is neither practical, feasible nor advantageous to the City in securing goods and services. Price, scope, terms and conditions may be negotiated whenever possible and a record of sole source/non-competitive procurement shall be maintained by the Finance Department. A written justification of the sole source/non-competitive purchase must be approved by the City Manager prior to the purchase and accompany the invoice for payment. Sole source/non-competitive purchases exceeding \$50,000 require City Council approval.

4.6 GOVERNMENT AGENCY CONTRACTS (PIGGYBACK)

The competitive bid process is waived in the event that the desired goods and services may be purchased from other governmental agencies when such contracts are the result of a competitive public procurement process. All purchases pursuant to other government agency contracts must be reviewed and evaluated by the City Manager to determine if it meets the City's requirements regarding competitive bidding and award.

4.7 EMERGENCY PURCHASES

The competitive bid process is waived when the normal functioning and operation of the City would be hampered or where property, equipment, public health or life could be endangered through unexpected circumstances by adhering to the usual purchasing procedures. A written justification detailing the complete circumstances of the emergency and probable consequences along with supporting documentation of the emergency purchase must be approved by the City Manager prior to the purchase. The approval must accompany the invoice for payment. The lack of planning does not constitute an emergency.

In the event an official state of emergency has been declared, the City Manager is expressly authorized to execute contracts with the State of Florida, Federal Emergency Management Agency (FEMA) and/or other applicable emergency relief entities on behalf of the City in order to accomplish all necessary relief efforts, provided that the requirements of this section have been met.

The City Manager shall report to the City Council any emergency procurement exceeding his purchasing authority threshold at the next scheduled City Council meeting.

SECTION 5 – PURCHASING APPROVAL THRESHOLDS

5.1 APPROVAL THRESHOLDS

The following purchasing approvals apply for the purchase of goods and services for the City:

| | |
|-----------------------|---|
| Capital Assets | Regardless of amount, if the purchase is for a capital asset, pre-approval must be obtained by the City Manager. A capital asset includes property, plant equipment and infrastructure assets (e.g., roads, sidewalks and similar items) with an initial, individual cost of more than \$750 and an estimated useful life in excess of one year. |
|-----------------------|---|

| <u>Purchase Amount</u> | <u>Approver</u> |
|----------------------------------|---|
| Less than \$2,500 | <i>Supervisor or Manager</i> |
| From \$2,500 to \$14,999 | <p><u>Department Head or designee</u>, if the cost of goods and services to be purchased is included in the approved budget for the department.</p> <p><u>City Manager or designee</u>, if the item or service is not included in the approved budget for the department and a budget amendment is not necessary.</p> <p><u>City Council</u>, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.</p> |
| From \$15,000 to \$49,999 | <p><u>City Manager or designee</u>, if the item or service to be purchased is included in the approved budget for the department.</p> <p><u>City Manager</u> if the item or service is not included in the approved budget for the department and a budget amendment is not necessary.</p> <p><u>City Council</u>, if the item or service to be purchased is not included in the approved budget for the department and a budget amendment is necessary.</p> |
| \$50,000 or greater | City Council |

SECTION 6 – PURCHASING PROCEDURES

6.1 NEW VENDORS

Vendors are required to submit a completed and signed IRS Form W-9 before receiving any payment from the City. It is the responsibility of each department to make sure the vendor has provided the Form W-9 prior to making any purchase.

6.2 TAX EXEMPT STATUS

The City is exempt from paying Florida State Sales Tax. All employees who purchase goods or services on behalf of the City shall supply each vendor with a copy of the City's tax exemption certificate or tax exempt number to avoid being assessed state sales taxes. The City's Sales Tax Exemption is for the purchase of goods or services exclusively for use of the City. Employees and officials are expressly prohibited from purchasing goods or services for personal use using the City's tax exemption number/certificate.

6.3 VENDOR INVOICES

An invoice must be provided to the City before any payment will be made. The vendor listed on the invoice must match the vendor provided on the IRS Form W-9. The invoice must also include an invoice number, date, description of goods or services provided and amount. The City will not issue payment from a quote, estimate, delivery ticket, or statement.

6.4 INVOICE APPROVAL

The City does not use purchase orders; however, an Invoice Approval form must be attached to all invoices except for contracts, utilities, professional services and other recurring disbursements. The Invoice Approval form must contain the vendor name, a description of the purchase, amount, and the expenditure account and must be signed by the department head or their designee. All applicable back-up documentation including quotes, formal bids, competitive negotiation documentation or the appropriate exception to the process, including sole source purchase documentation, must be attached to the invoice.

After department approval, the Invoice Approval form, invoice, and all required documentation, is submitted to the City Manager for approval.

6.5 CHECK REQUESTS

Check requests are used for purchases that are exempt from the normal purchasing process. Common uses of check requests include subscriptions, memberships, dues, registrations, donations, reimbursements, etc. Proper documentation must be attached showing itemized details and cost.

6.6 VENDOR PAYMENTS

The City processes payments in accordance with the Prompt Payment Act. Vendors should contact the City's Finance Department regarding payment status or questions.

6.7 PURCHASING CARDS / CREDIT CARDS

Purchasing Cards/Credit Cards are covered under a separate policy. Please refer to the City of Belle Isle Credit Card Policy for Elected Officials and City Employees.

6.8 PETTY CASH

Petty cash funds are used for expenditures of \$50 or less made by a City employee, elected official, or committee member. Adequate receipts and documentation must be maintained to support all transactions made from Petty Cash and attached to a Petty Cash slip signed by the individual requesting the funds as well as the Department Head or designee and City Manager.

6.9 RESPONSE REJECTIONS

In all of purchasing methods stated in this Policy, the City Manager has the authority to reject any or all responses after the solicitation due date when it has been determined that the respondent(s) is non-responsive or award recommendation is not in the best interest of the City. In the event of a Request for Proposal or Qualification, where there is an Evaluation Committee established to review the responses, the Evaluation Committee must make a recommendation the City Manager to reject any or all responses.

6.10 ADVERTISEMENT REQUIREMENTS

Formal solicitations such as Request for Bids, Request for Proposals and Request for Qualifications must be advertised at least once in a newspaper of general paid circulation which is published at least five (5) days a week in Orange County. Other publications may be used in addition to this requirement to reach selected markets.

Adequate public notice of formal solicitations with estimated value less than \$200,000 must be given a minimum of seven (7) days from the solicitation due date. Formal solicitations with projected cost greater than \$200,000 must appear at least twenty-one (21) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting. Formal solicitations for construction projects that are projected to cost more than \$500,000 must be advertised at least thirty (30) days prior to the solicitation due date and at least five (5) days prior to any scheduled pre-submission meeting.

Quote Requests and Requests for Information are not required to be advertised in the newspaper.

6.11 CHANGE ORDER APPROVAL

To avoid a delay in the progress of any project, the City Manager or designee may approve, without further Council action, a change order to an existing contract provided the change order is within the overall scope of the project, does not exceed the greater of ten percent (10%) of the original contract amount or \$100,000 for construction projects, or does not exceed \$49,999 for non-construction projects, and the funds are available in the approved budget for the Department. If the change order is in excess of the above threshold or if the increase in cost requires a budget amendment, the change order must be approved by the City Council. The City Manager will ensure the scope of services is in accordance with the contract specifications.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be approved in writing by the City prior to the work commencing unless the delay in receiving City approval causes serious threat to the public health, safety or welfare, or will result in significant additional cost to the City due to delay. Under any circumstance, work to be performed under the change order shall not begin until all written approvals have been received. Any work completed by the contractor without required written approvals will be the sole responsibility of the contractor, not the City.

6.12 CONTRACT APPROVALS, AMENDMENTS, RENEWALS, AND EXTENSIONS

The City Manager or designee is authorized to approve and execute contracts if the total contract amount does not exceed the Purchasing Approval thresholds (see Section 4) and funds are available in the approved budget for the Department. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitive negotiated agreements, and consultant services agreements. All contracts with a total value of \$50,000 or greater, one-time or annual basis, shall require City Council approval and signature of the Mayor.

The City Manager or designee is authorized to approve any change to a contract that alters the terms and conditions or provides a change in the scope which total value does not exceed the Purchasing Approval thresholds (see Section 4). Such changes must be signed and approved in a formal amendment. All amendments with total contract amount of \$50,000 or greater shall require City Council approval and signature of the Mayor.

The City Manager is authorized to renew approved contracts as long as such action is in accordance with the terms, conditions, and renewal period specified in the original contract and the total dollar amount of the contract is within the City's approved budget. Contract renewals beyond six (6) years from the date of the original contract shall require City Council approval.

The City Manager is authorized to extend approved contracts for a period of no more than one-hundred eighty (180) calendar days when the extension serves the best interest of the City. Contract extensions exceeding one hundred eighty (180) calendar days shall require City Council approval.

6.13 APPEAL PROCEDURES

A respondent to a City solicitation may only appeal any determination, decision or recommendation of the City Manager, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and will render a decision within seven (7) business days of receiving the appeal. The decision by the City Manager may be appealed to City Council within the same timeframes. The decision of the City Council will be final and will represent the position of the City.

All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the City Manager, after consultation with the City Attorney, forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and the City Council approves said request.

SECTION 7 – ADDITIONAL POLICIES AND PROCEDURES

7.1 DISPOSAL OF SURPLUS ITEMS

All tangible and intangible City property must be declared surplus by City Council prior to being disposed of. The City Manager is responsible for the disposition of surplus items that have been declared surplus by the City Council in accordance with Sections 2-221 to 2-226 of the municipal code. The City Manager shall have the authority to sell by auction or advertised bid, trade, donate or sell to another government entity, destroy, scrap, classify as waste, or dispose of excess surplus and obsolete supplies or personal property, regardless of the dollar amount. Records of such disposition shall be maintained in the Finance Department.

7.2 MINORITY BUSINESSES

Minority businesses shall be ensured to have an equitable opportunity to participate in the City's procurement process.

7.3 ENVIRONMENTAL PURCHASING

Environmental purchasing is defined as the procurement of goods and services that have less environmental and social impacts than competing products and services. The City Manager shall encourage wherever possible, specifications which provide for expanded use of durable goods and reusable goods containing the maximum post-consumer waste and recyclable content without affecting the intended use. Environmental factors to be considered may include recycled content, pollutant releases, waste generation, energy consumption, depletion of natural resources and potential impact on human health and the environment.

7.4 STATE OR FEDERALLY FUNDED GRANT PROCUREMENTS

The City recognizes that certain procurement procedures for state or federally funded grant programs may conflict with standard City procedures. The City Manager is authorized to modify City procurement procedures in order to comply with procurement procedures for state or federally funded grant programs.

- For the administration of federal awards, the City will adhere to all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements including the non-procurement and suspension regulations that restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- Adherence to the Conflict of Interest Code will be strictly enforced.
- Contracts may not be awarded to contractors or individuals on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- A System for Award Management (SAM) review of potential contractors or individuals may be included in the process.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

RESOLUTION NO. 20-09

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

WHEREAS, the City has by Ordinance 05-14 established a stormwater management system benefit area, which encompasses all real property located within the City boundaries as those boundaries may exist from time to time; and

WHEREAS, the City has by Ordinance 05-14 levied an annual non-ad valorem stormwater assessment against all developed real property located within the City boundaries; and

WHEREAS, the City Council has authorized the City Manager to develop and recommend a stormwater utility fee rate schedule for the assessment of fees, for the use of and discharge to the City’s stormwater management system; and

WHEREAS, the City Manager submitted a Stormwater Capital Improvement Program (CIP) to City Council; and

WHEREAS, the City Council approved the Stormwater Capital Improvement Program as on June 16, 2020; and

WHEREAS, the Stormwater Capital Improvement Program included a \$10 increase per ERU beginning in FY 2021; and

WHEREAS, the annual rate per ERU will increase from \$110.00 to \$120.00; and

WHEREAS, the City desires to set the rates in order to enable the Orange County Tax Collector to include and collect the same on the annual property tax bills.

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA,
4 do hereby certify that the above and foregoing Resolution No. 20-09 was duly and legally passed
5 and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its
6 members were present on the _____ day of July, 2020.

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10 Yolanda Quiceno, City Clerk

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RESOLUTION NO. 20-10

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

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

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

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

WHEREAS, the City has by Ordinance 19-06 entered into a contract for waste collection and recycling services with JJ’s Waste and Recycling; and

WHEREAS, Section 26 of the contract allows for a modification to rates by JJ’s Waste and Recycling, in accordance with the Consumer Price Index (CPI-U) for the immediate preceding 12-month period, capped at the amount of the increase in the CPI or three percent (3%), whichever is lower; and

WHEREAS, the 12 month average CPI for Water, Sewer and Trash Collection Services shows an average increase of 3.2%; and

WHEREAS, JJ’s Waste and Recycling submitted their request for a 3% rate increase to the City on March 26, 2020; and

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA,
4 do hereby certify that the above and foregoing Resolution No. 20-10 was duly and legally passed
5 and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its
6 members were present on the _____ day of July, 2020.

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10 Yolanda Quiceno, City Clerk

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

Meeting Date: July 7, 2020

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinances to substitute Franchise Fee for Utility Fee for Electric Utility

Background: At the June 16 meeting, the Council adopted the Budget Committee recommendations to substitute the current utility fee of 3% for a franchise fee of 3%. This is to provide a “wash” for residents paying the utility fee; however, those entities currently exempt from paying a utility fee would not be exempt from paying the franchise fee. The Ordinances were drafted by the City Attorney.

Staff Recommendation: Read Ordinances 20-08 and 20-09.

Suggested Motion: **I move that we read for the second time and adopt Ordinances 20-8 and 20-09 at the July 21 Council meeting.**

Alternatives: Do not move forward with the ordinances or adjust the tax from the recommended 3% to another %.

Fiscal Impact: Increase TBD based on the percentage of tax.

Attachments: Ordinances 20-08 and 20-09.

ORDINANCE # 20-08

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AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC. d/b/a DUKE ENERGY,
A NON-EXCLUSIVE ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE;
PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE USE AND OCCUPANCY
OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF BELLE ISLE,
FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR
FINDINGS, SHORT TITLE, DEFINITIONS, GRANT OF AUTHORITY, PAYMENTS,
FAVORED NATION CLAUSE, INDEMNIFICATION, RECORDS AND REPORTS,
PROVISIONS IN THE EVENT OF RETAIL WHEELING, SEVERABILITY OF
PROVISIONS, GOVERNING LAW, DISPUTE RESOLUTION, ASSIGNMENT/DELEGATION,
DEFAULT AND TERMINATION, SOVEREIGN IMMUNITY, STATUS OF GRANTEE, LIENS,
INDEMNIFICATION, INSURANCE, AND OTHER TERMS; PROVIDING FOR
SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF BELLE ISLE, FLORIDA:

SECTION 1 - Findings

The City deems it necessary, desirable and in the interest of its citizens
to establish by Ordinance a right of way utilization franchise (sometimes referred
to herein as the "Franchise") granting the Company permission to occupy the Rights
of Way in the City of Belle Isle, Florida, for the purpose of providing electric
services.

1 **SECTION 2 - Short Title**

2

3 This Ordinance shall be known and may be cited as the "Duke Energy Rights of
4 Way Utilization Franchise."

5

6 **SECTION 3 - Definitions**

7

8 For the purposes of this Ordinance, the following terms, phrases, words, and
9 their derivatives shall have the meaning given herein. When not inconsistent with
10 the context, words in the present tense include the future, words in the plural
11 number include the singular number, and words in the singular number include the
12 plural number. The word "shall" is always mandatory and not merely permissive.

13

14 (A) "Adversely Affected" - For the Company, a loss of one percent (1%) or
15 more of Base Revenues within the corporate City limits due to Retail Wheeling. For
16 the City, a loss of one percent (1%) or more of franchise fees due to Retail
17 Wheeling.

18

19 (B) "Agreement" or "Ordinance" or "Franchise" or "Franchise Agreement" -
20 This Ordinance, where appropriate based on the context.

21

22 (C) "Base Revenues" - All Company's revenues from the retail sale of
23 electricity, net of customer credits, to residential, commercial, and industrial

24

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1 customers and City-sponsored street lighting all within the corporate limits of
2 the City.

3
4 (D) "Company" or Grantee" - Duke Energy Florida, LLC d/b/a Duke Energy,
5 its successors and assigns.

6
7 (E) "City" or "Grantor" - The City of Belle Isle, Florida.

8
9 (F) "Electric Energy Provider" - Every legal entity or association of any
10 kind (including their lessees, trustees or receivers), including any unit of
11 state, federal or local government (including City herein), which owns, maintains,
12 or operates an electric generation, transmission, or distribution system or
13 facilities, or which otherwise provides, arranges for or supplies electricity or
14 electric energy to the public, or which supplies electricity to itself utilizing
15 Company's distribution or other facilities. Without limitation or the foregoing,
16 "Electric Energy Provider" shall also include every Electric Utility, electric
17 power marketer, or electric power aggregator. It shall also include every entity
18 providing such services as metering, customer billing, payment collection and
19 processing, and customer information and data processing.

20
21 (G) "Electric Utility" -- Shall have the meaning set out in Section
22 366.02(2), *Florida Statutes* (2010), and shall also include every electric "Public
23 Utility" as defined in Section 366.02(1), *Florida Statutes* (2010). "Electric
24 Utility" shall further include every investor-owned, municipally, or

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1 governmentally owned or cooperatively owned electric utility (including their
2 lessees, trustees, or receivers), which owns, maintains, or operates an electric
3 generation, transmission, or distribution system in any State or County.

4

5 (H) "Electric Utility System" - An electric power system installed and
6 operated in the Franchise Area in accordance with the provisions of the Florida
7 Public Service Commission establishing technical standards, service areas, tariffs
8 and operating standards, which shall include but not to limited to electric light,
9 heat, power and energy facilities, and a generation, transmission, and
10 distribution system, with such extensions thereof and additions hereto as shall
11 hereafter be made.

12

13 (I) "Franchise Area" - That area for which the Company provides electric
14 utility service within the corporate City limits of the City.

15

16 (J) "Facilities" - The meaning set forth in Section 4.

17

18 (K) "Person" - Any person, firm, partnership, association, corporation,
19 company, or organization of any kind.

20

21 (L) "Public Service Commission" - The Florida Public Service Commission.

22

23 (M) "Rights of Way" - All of the public streets, alleys, highways,
24 waterways, easements authorizing electric utilities, bridges, sidewalks and parks

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1 (subject to City's further written approval), and any other public ways or places
2 owned by the City, as they now exist or may be hereafter constructed, opened, laid
3 out or extended within the present limits of the City, or in such territory as may
4 hereafter be added to, consolidated or annexed to the City.

5
6 (N) "Retail Wheeling" - A customer/supplier arrangement whereby an
7 Electric Energy Provider utilizes transmission and/or distribution facilities of
8 Company to make energy sales directly to an end-use customer located within the
9 Franchise Area.

10

11 **SECTION 4 - Grant of Authority**

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13 (A) This grant of authority is limited to the provision by Company to
14 have, maintain, or place its Facilities within the Rights of Way for its electric
15 utility services. Accordingly, the City hereby grants to the Company, its
16 successors and assigns the non-exclusive right, authority, and Franchise to lay,
17 erect, construct, maintain, repair and operate its Facilities in, under, upon,
18 over and across the present and future Rights of Way, as they now exist or may be
19 hereafter constructed, opened, laid out or extended within the present limits of
20 the City, including but not limited to conduits, cables, poles, wires, supports,
21 and such other structures or appurtenances as may be reasonably necessary for the
22 construction, maintenance and operation of an electric generation, transmission
23 and distribution system, including information, telecommunication, and video
24 transmission used solely for the provision of electric service (collectively the

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1 "Facilities"), provided that all portions of the same shall conform to accepted
2 industry standards, including but not limited, to the National Electrical Safety
3 Code, and any applicable City ordinance and other laws. Nothing in this Ordinance
4 shall require Grantee to remove, de-energize, or cease using any poles, wires, or
5 other things or Facilities identified hereinabove that were in place under
6 previous ordinances or permits prior to the Effective Date of this Ordinance,
7 regardless of whether such poles, wires or other Facilities are located outside
8 "Rights of Way" as defined herein, provided that such poles, wires, or other
9 things or Facilities were lawfully erected in accordance with any applicable
10 authorizations, permits, or laws. Nor shall anything in this Ordinance prohibit
11 Company from performing upgrades, replacements, maintenance, or servicing of such
12 poles, wires, or other Facilities after the Effective Date of this Ordinance,
13 provided that such activities do not cause undue interference with the use of the
14 public Rights of Way. Rather, all such lawfully erected preexisting poles, wires,
15 or other Facilities shall be authorized under this Ordinance. Because this
16 Franchise is intended to grant Company the non-exclusive, but unrestricted right
17 to place its Facilities within the Rights of Way, the City expressly acknowledges
18 and agrees that Company shall not be required to pull or pay for permits to place
19 its Facilities or perform any work maintenance activities on or related to its
20 Facilities within the Rights of Way, except as may be required by governmental
21 entities other than the City.

22
23 (B) Annexation or Contraction. City and Company agree that the Franchise
24 Area is subject to expansion or reduction by annexation and contraction of
25

1 municipal boundaries. If City approves any Franchise Area expansion or reduction
2 by annexation or contraction, City shall provide written notice to Company's
3 Annexation Coordinator, at the address provided below, within sixty (60) days of
4 such approval and this Franchise shall automatically extend to include any such
5 annexed areas.

6
7 Additionally, within sixty (60) days of any such annexation or contraction,
8 City shall provide to Company an updated list containing the new or removed street
9 names, known street name aliases, street addresses, and zip codes associated with
10 each street name. All notices of annexation or contraction and address listings
11 shall be addressed to the Annexation Coordinator as follows with the address
12 subject to change:

13
14 Duke Energy
15 **Tax Team DT02-V**
16 **9700 David Taylor Drive**
17 Charlotte NC 28262

18
19 Or by email to TaxTeam@duke-energy.com

20 Company must revise its payments due to any expansion or reduction by
21 annexation within a reasonable time after Company has received such notice and
22 updated list from City, but no later than sixty (60) days after receipt of notice
23 and the list. City understands and affirmatively acknowledges that the Company
24 will exclusively rely upon the City to provide timely and accurate information to
25 the Company regarding any such annexations or contractions, and that failure to do

1 so will impair, inhibit, and/or preclude the Company's ability to revise any
2 payments due to the City that are impacted by such annexations or contractions.
3 Further, City acknowledges that if such information is not timely furnished to
4 Company as required herein, any related obligation to collect payments shall be
5 suspended during the period of delay.

6
7 (C) Non-Exclusive Use. The Company's right to use and occupy Rights of Way
8 for the purposes herein set forth shall be non-exclusive as to entities not
9 engaged in the provision of electric energy and service, and the City reserves the
10 right to grant to others the right to utilize the Rights of Way, to any person at
11 any time during the period of this Franchise so long as such grant does not create
12 an unsafe condition or unreasonably conflict with the rights granted to Company
13 herein.

14
15 **SECTION 5 - Notice of Acceptance and Term of Franchise**

16
17 This Ordinance shall become effective upon being legally passed and adopted
18 ("Effective Date") by the City Commission and executed by Grantee, and it is
19 further agreed that Grantee shall accept this Franchise as of the date of the
20 passage and adoption by the City Commission and shall signify its acceptance in
21 writing within thirty (30) days after the City Commission's approval of this
22 Ordinance by filing its written acceptance with the City Clerk. If Grantee fails
23 to accept and execute this Franchise within thirty (30) days of its date of
24 passage and adoption, then this Ordinance shall be null and void, and of no force

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1 and effect of any kind. Commencing on the Effective Date, the term of the
2 Franchise granted herein shall be for a period of thirty (30) years.

3

4 **SECTION 6 - Payment to City**

5

6 (A) Effective the first day of the second month beginning after the
7 Effective Date of this Ordinance, City shall be entitled to receive from Company a
8 monthly franchise amount that will equal three percent (3%) of Company's Base
9 Revenues (the "Franchise Fee") for the preceding month, which amount shall be the
10 total compensation due City for any and all rights, authority, and privileges
11 granted by this Franchise, including compensation for any required permits,
12 parking fees, or any other fee or cost related to the rights granted hereunder.
13 Any franchise amounts that will be paid to the City will be collected by the
14 Company from Company's customers in the Franchise Area and passed through to the
15 City in the manner described herein. The City expressly acknowledges that no
16 additional or other amounts shall be due or remitted by Company for the exercise
17 of its rights granted hereunder.

18

19 Payment shall be made to City for each month no later than the twentieth
20 (20th) day of the following month. The monthly payment shall be made by wire
21 transfer. Any monthly payment or any portion thereof made twenty (20) days after
22 the due date without good cause shall be subject to interest at the rate of ten
23 percent (10%) per annum.

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1 (B) Only disputed amounts shall be allowed to be withheld by Company, and
2 any such amount shall not accrue any interest during the pendency of any such
3 dispute.

4
5 (C) The City acknowledges that all classifications and categories of
6 retail customers of Company shall be subject to the payment of the Franchise Fee
7 due hereunder.

8
9 SECTION 7 - Favored Nations

10
11 (A) In the event Grantee shall hereafter accept an electric utility
12 franchise ordinance from any municipality providing for the payment of a franchise
13 fee in excess of that provided for in Section 6 above, Grantee shall notify
14 Grantor, and Grantor reserves the right to amend this Franchise to increase the
15 franchise fee payable under this Ordinance to no more than the greater franchise
16 fee that Grantee has agreed to pay to such other municipality. Grantee's
17 obligation to pay such greater franchise fee to Grantor shall apply prospectively
18 beginning with the next monthly franchise fee payment following Grantor's timely
19 notice of its exercise of its amendment right to which Grantee may collect such
20 increased fee from its customers. Grantee's failure to notify Grantor of such
21 additional payments does not limit Grantor's right to amend to require such
22 additional franchise fees.

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1 (B) It is the intent and agreement of Grantor and Grantee that Grantee
2 shall not be required to pay Grantor a franchise fee under Section 6 of a
3 percentage greater than that paid to Grantor by any other Electric Utility or
4 Electric Energy Provider utilizing Grantor's Rights of Way on such Electric
5 Utility's or Electric Energy Provider's revenues attributable to services that are
6 the same or substantially the same as those performed by Grantee. It is further
7 the intent and agreement of Grantor and Grantee that Grantee should not be placed
8 at a competitive disadvantage by the payments required by Section 6 of this
9 Ordinance in the event other Electric Utilities or Electric Energy Providers
10 provide services in competition with Grantee without utilizing Grantor's Rights of
11 Way.

12
13 (C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a
14 fee on another Electric Utility or Electric Energy Provider providing or seeking
15 to provide services in competition with Grantee to customers within Grantor's
16 municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing
17 Grantor's Rights of Way, Grantee's fee under Section 6 for such services shall be
18 automatically reduced to the lesser fee charged the other Electric Utility or
19 Electric Energy Provider (or to zero (0), if no fee is charged such other Electric
20 Utility or Electric Energy Provider). In all events, City shall not grant more
21 favorable treatment to other Electric Energy Providers than is granted to Company
22 under this Ordinance, it being the intent of the parties that no future provider
23 of electric service, be it generation, transmission or distribution service, to
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1 customers within the corporate limits of City shall be given a competitive
2 advantage over Company.

3

4 **SECTION 8 - Grantor Rights**

5

6 The right is hereby reserved to the City to adopt such regulations as it
7 shall find necessary or advisable in the exercise of its police power, provided
8 that such regulations, by Ordinance or otherwise, shall be reasonable as
9 determined by Grantor in its discretion, and shall not be in conflict with the
10 laws of the State of Florida or the lawful regulations of any state agency
11 possessing the power to regulate the activities of the Company, or conflict with
12 or otherwise interfere with the benefits conferred on the Company hereunder. In
13 the event of a conflict between this Franchise Agreement and any other ordinance
14 or regulation adopted by the City relating to Company's rights to perform work in
15 and/or occupancy of the Rights of Way as permitted hereunder, the rights under
16 this Franchise Agreement shall govern and control to the extent allowable under
17 the law.

18

19 **SECTION 9 - Work In Rights of Way**

20

21 The Company is hereby granted the right, authority, and privilege to perform
22 all necessary work and excavations in said Rights of Way of the City related to
23 its Facilities and necessary or incidental to carrying out such rights and
24 obligations as permitted hereunder. The Company shall have the right to fasten and

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1 to stretch and lay along the lines of said poles, conduits, pipes and cables
2 necessary for transmitting and conveying the electric current to be used in the
3 Company's business, together with all the rights and privileges necessary or
4 convenient for the full use including the right to trim, cut and keep clear all
5 trees and limbs near or along with Company's Facilities that may in any way
6 endanger the proper operation of same. With respect to trees, the Company is
7 authorized only to trim branches to the extent necessary to keep such branches
8 clear from the Company's Facilities. Absent permission from the City, the Company
9 shall not remove any tree or take any action that results in the death of a tree.
10 Moreover, the Company shall have the right to construct, erect, operate and
11 maintain within the City an electric system consisting of its Facilities for
12 carrying on the Company's business; provided that, in accomplishing these
13 purposes, the streets of said City shall not be unnecessarily obstructed for an
14 unreasonable amount of time and work in connection therewith shall be done and
15 carried on in conformity with such reasonable rules, standards, regulations and
16 local ordinances with reference thereto as may be adopted by the City for the
17 protection of the public and which are not in conflict with or otherwise interfere
18 with the benefits conferred on the Company hereunder.

19

20 **SECTION 10 - Indemnification**

21

22 (A) The acceptance and execution of this Franchise by Company shall be
23 deemed an agreement on the part of Company to indemnify and hold harmless the City
24 and its elected and appointed officials, employees, officers, and agents against

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1 any and all direct damages, claims, expenses, reasonable attorneys' fees
 2 (including appellate fees) and costs that City may incur to the extent arising out
 3 of or resulting from the negligence, willful misconduct, or any other act or
 4 omission of Company, its contractors, subcontractors, employees, officers, and
 5 agents in the construction, repair, operation, or maintenance of its electric
 6 utility Facilities hereunder or any other of the Company's activities related to
 7 this Ordinance. In no event shall Company be liable to City for any consequential,
 8 incidental, punitive, exemplary, multiple, or indirect damages, lost profits or
 9 other business interruption damages, by statute, in tort (including negligence or
 10 strict liability), in contract, or under any indemnity provision or otherwise.
 11 This indemnification and hold harmless provision survives termination, expiration,
 12 repeal, or invalidation of this Ordinance.

13
 14 (B) Company shall maintain throughout the term of this Franchise
 15 sufficient financial resources to provide self-insurance insuring City and Company
 16 with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

- 17
 18 (i) \$1,000,000 for bodily injury or death to a person;
 19 \$3,000,000 for bodily injury or death resulting from any one
 20 accident.
 21 (ii) \$50,000 for property damage resulting from any one accident.
 22 (iii) \$1,000,000 for all other types of liability.

23
 24 (C) City acknowledges that Company provides its own liability insurance
 25 (self-insured).

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(D) Company shall take all necessary precautions to protect public and private property from damage and debris caused by its operations under this Agreement. Company shall promptly and at its sole cost repair or replace, or remove debris from, any private or public property that is damaged by or affected by debris from Company or any of its agents, officers, employees, contractors, or subcontractors. If Company does not perform such repair or replacement within 48 hours of knowledge or notice thereof, or such longer period as approved by the City, then the City may but is not obligated to perform any such repair or replacement, and the City may bill Company for any such expenditures.

SECTION 11 - Records and Reports

(A) Company Rules and Regulations. The following documents shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company as determined by Company.

1 (C) Reports. Company will submit monthly a statement of its estimated Base
2 Revenues for the period on which such payment is based. The acceptance of any
3 statement or payment shall not prevent the City from asserting that the amount
4 paid is not the amount due, or from recovering any deficit by any lawful
5 proceeding, including interest to be applied at the rate set forth in Section 6
6 (A).

7
8 (D) Availability of Records and Reports. Company shall supply information
9 that City or its representatives may, from time to time reasonably request
10 relative to the calculation of franchise fees. Such records shall, on written
11 request of City, be open for examination and audit by City and City's
12 representatives at Company's headquarters in St. Petersburg, Florida, during
13 ordinary business hours, and such records shall be retained by Company for a
14 period of three (3) years.

15
16 (E) Audit. City may require, upon prior written notice and during
17 Company's normal business hours, an audit of Company's books related to this
18 Agreement not more than once every three (3) years and then only for the preceding
19 three (3) years. Company will reimburse City's audit costs if the audit
20 identifies errors in Company's franchise Base Revenues of five percent (5%) or
21 more for the period audited. If an underpayment of franchise fees has occurred due
22 to the Company's error, interest will be calculated at the rate of ten percent
23 (10%) per annum. Both the underpayment and interest shall be paid within ninety
24 (90) days from completion of the audit.

25

1 (F) Customer Report. In addition to City's obligations in Section 4 (B),
2 within ninety (90) days of the Effective Date of this Agreement, City shall
3 provide to Company a report in a format acceptable to Company setting forth a
4 listing of all addresses within the corporate limits of the City and annually
5 thereafter a report identifying any changes to the address listing provided the
6 previous year.

7
8 (G) Public Records. To the extent that Florida's public records laws and
9 regulations apply to Company, Company shall comply with all such laws and
10 regulations.

11
12 **SECTION 12 - Retail Wheeling**

13
14 In the event the appropriate governmental authorities authorize Retail
15 Wheeling, then either party, if Adversely Affected thereby, may provide written
16 notice to the other of its desire to renegotiate the Franchise Fee payments between
17 the Company and the City. If the parties are unable to agree within ninety (90)
18 days of such written notice, either party may declare an impasse, at which time this
19 Ordinance shall be of no further force or effect, and the parties' rights and
20 obligations hereunder shall terminate except as provided in this Ordinance.

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1 **SECTION 13 - Severability**

2
3 Should any section or provision of this Franchise ordinance or any portion
4 thereof, the deletion of which would not adversely affect the receipt of any
5 material benefits or, substantially increase the burden of any party hereunder, be
6 declared by a court of competent jurisdiction to be invalid, such decision shall
7 not affect the validity of the remainder, as a whole or any part thereof, other
8 than the part declared to be invalid. In the event of any such partial
9 invalidity, City and Company shall meet and negotiate in good faith to obtain a
10 replacement provision that is in compliance with the judicial authority's
11 decision.

12
13 **SECTION 14 - Governing Law and Venue**

14 (A) This Franchise ordinance shall be construed and interpreted according
15 to the laws of the State of Florida.

16
17
18 (B) In the event that any legal proceeding is brought to enforce the terms
19 of this Franchise, the same shall be brought in Orange County, Florida, or, if a
20 federal claim, in the U.S. District Court in and for the Middle District of
21 Florida, Orlando Division.

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1 **SECTION 15 - Merger**

2
3 This Franchise agreement is the full, complete and entire understanding and
4 agreements of the parties as to its subject matter, and the written terms
5 supersede all prior, contemporaneous representations, discussions, negotiations,
6 understanding and agreements relating to the subject matter of this agreement. The
7 parties shall not be bound or liable for any statement, prior negotiations,
8 correspondence, representation, promise, draft agreements, inducements, or other
9 understanding of any kind or nature not set forth or provided herein.

10
11 **SECTION 16 - Notices**

12
13 Except in exigent circumstances, all notices by either City or Company to
14 the other shall be made by depositing such notice in the United States Mail,
15 Certified Mail return receipt requested, or by recognized commercial delivery,
16 e.g., FedEx, UPS or DHL or facsimile. Any notice served by certified mail return
17 receipt shall be deemed delivered five (5) days after the date of such deposit in
18 the United States mail unless otherwise provided. Any notice given by facsimile
19 is deemed received by the next Business Day. "Business Day" for purposes of this
20 section shall mean Monday through Friday, with Saturday, Sunday and City and
21 Company observed holidays excepted. All notices shall be addressed as follows:

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| | | |
|---|---------------------------|-------------------------------|
| 1 | <u>To City:</u> | <u>To Company:</u> |
| 2 | City Clerk | Gov't and Community Relations |
| 3 | 1600 Nela Avenue | Duke Energy |
| 4 | Belle Isle, FL 32809 | P.O. Box 14042 |
| 5 | Phone: (407) 851-7730 | St. Petersburg, FL 33733-4042 |
| 6 | Facsimile: (407) 240-2222 | Phone: (727) 820-5474 |
| 7 | yquiceno@belleislefl.gov | Facsimile: (727) 820-5715 |

8

9 **SECTION 17 - Non-Waiver Provision**

10

11 The failure of either party to insist in any one or more instances upon the

12 strict performance of any one or more of the terms or provisions of this Franchise

13 shall not be construed as a waiver or relinquishment for the future of any such

14 term or provision, and the same shall continue in full force and effect. No waiver

15 or relinquishment shall be deemed to have been made by either party unless said

16 waiver or relinquishment is in writing and signed by the parties.

17

18 **SECTION 18 - Repealer and Superseding Provision**

19

20 This Ordinance shall supersede, as to the rights, privileges, and

21 obligations between City and Company, all ordinances and parts of ordinances in

22 conflict with the terms of this Ordinance. Ordinance No. 556-30 and any amendments

23 thereto, are hereby deemed null and void and/or repealed upon the effective date

1 of this Ordinance, and none of the provisions of such repealed Ordinance No. 556-
2 30 and any amendments thereto shall have any further force and effect.

3

4 **SECTION 19 - Dispute Resolution**

5

6 The parties to this Franchise agree that it is in each of their respective
7 best interests to avoid costly litigation as a means of resolving disputes which
8 may arise hereunder. Accordingly, the parties agree that prior to pursuing their
9 available legal remedies, they will meet in an attempt to resolve any differences.
10 If such informal effort is unsuccessful, then the Parties may exercise any of
11 their available legal remedies.

12

13 **SECTION 20 - Default and Termination.**

14

15 (A) In the event that:

16

17 (i) the Grantee shall fail to keep, perform, and observe each and every
18 promise, covenant, and agreement set forth in this Franchise Agreement, and such
19 failure shall continue for a period of more than thirty (30) days after delivery
20 to the Grantee of a written notice of such breach or default; or

21

22 (ii) the Grantee shall become insolvent, or shall take the benefit of any
23 present or future insolvency statute, or shall make a general assignment for the
24 benefit of creditors, or file a voluntary petition in bankruptcy or a petition or

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1 answer seeking an arrangement for its reorganization, or the readjustment of its
2 indebtedness under the Federal Bankruptcy laws, or under any other law or statute
3 of the United States or any State thereof, or shall consent to the appointment of
4 a receiver or trustee or liquidation of all or substantially all of its property;
5 or

6
7 (iii) the Grantee shall have a petition under any part of the Federal
8 Bankruptcy laws, or an action under any present or future insolvency laws or
9 statute, filed against it, which petition is not dismissed within thirty days
10 after the filing thereof; then in any of such events, the City, in its discretion,
11 shall have the right to:

- 12
- 13 1. seek specific performance of this Franchise Agreement,
 - 14
15 2. terminate this Franchise Agreement for default, which
16 termination shall be effective twenty-four hours after written
17 notice of such termination is given to the Grantee, or
 - 18
19 3. pursue such other actions and remedies as may be permitted by
20 law. In the event the City elects to terminate this Franchise
21 Agreement, the City may specify the termination date on the
22 written notice of termination.

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1 (B) In the event that a dispute arises between the City and the
2 Grantee, or any interested party, in any way relating to this Franchise
3 Agreement, the Grantee shall continue to render service in full
4 compliance with all terms and conditions of this Franchise Agreement
5 regardless of the nature of the dispute.

6

7 **SECTION 21 - Sovereign Immunity / Status of Grantee.**

8

9 (A) Nothing contained in this Agreement and no actions or inactions by the
10 City or its officers, elected and appointed officials, agents, and representatives
11 shall be considered or deemed a waiver of the City's sovereign immunity or any
12 other privilege, immunity, or defense available to the City or its officers,
13 elected and appointed officials, agents, and representatives.

14

15 (B) Neither Grantee nor any of its officers, agents, employees,
16 contractors, or sub-contractors shall constitute agents or employees of the City
17 for any purpose. Grantee shall have no power or authority to bind the City to any
18 obligation, agreement, or in any manner whatsoever.

19

20 **SECTION 22 - Assignment/Delegation**

21

22 Company shall not assign or transfer this Agreement or any right hereunder,
23 or delegate the performance of any obligation under this Agreement, to any other

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1 person or entity without prior written consent of the City in the City's sole
2 discretion.

3

4 **SECTION 23 - Headings; Interpretation**

5

6 The headings used in this Agreement are solely for the purpose of
7 convenience and should not be construed to interpret the substance of this
8 Agreement. The Parties have thoroughly read and reviewed the terms of this
9 Agreement, acknowledge that it has been prepared after negotiations between the
10 Parties, and agree that if any ambiguity is contained herein, then in resolving
11 such ambiguity, no weight shall be given in favor of or against either party on
12 account of its drafting of this Agreement.

13

14 **SECTION 24 - Subcontractors**

15

16 In the event that Company, during the course of the services under this
17 Agreement, requires the services of any subcontractors or other professional
18 associates in connection with the work covered by this Agreement, Contractor must
19 first secure the prior written approval of City. The City reserves the right to
20 accept or reject the Company's use and selection of a particular subcontractor
21 and to inspect all facilities of any subcontractor in order to determine as to
22 the capability of the subcontractor to properly perform under this Agreement.
23 Should a subcontractor fail to perform as required by this Agreement, and it

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1 becomes necessary to replace the subcontractor, the Company shall promptly do so,
2 subject to acceptance of the new subcontractor by the City.

3

4 **SECTION 25 - No Liens**

5

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

15

16 **SECTION 26 - No Pledge.**

17

18 In no event shall any obligation under this Agreement result in, be or
19 constitute: (i) a general obligation or indebtedness of the City within the
20 meaning of the Constitution of the State of Florida, the City's charter and
21 ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or
22 taxing power, non-ad Valorem revenue or any other revenue source of the City, or
23 (iii) a lien on any real or personal property of the City.

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FIRST READING AND PUBLIC HEARING: _____ 20__.

SECOND READING, ADOPTION, AND PUBLIC HEARING: _____ 20__.

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YES NO ABSENT

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|-----------------|-------|-------|-------|
| Ed Gold | _____ | _____ | _____ |
| Anthony Carugno | _____ | _____ | _____ |
| Karl Shuck | _____ | _____ | _____ |
| Mike Sims | _____ | _____ | _____ |
| Harvey Readey | _____ | _____ | _____ |
| Jim Partin | _____ | _____ | _____ |
| Sue Nielsen | _____ | _____ | _____ |

ATTEST: _____
Yolanda Quiceno, CMC
City Clerk

Nicholas Fouraker, Mayor

Kurt Ardaman, City Attorney

Approved as to form and legality for the
use and reliance of the City of Belle
Isle, Fl, only.

Catherine Stempien, State President
Duke Energy Florida, LLC d/b/a Duke
Energy

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 20-08 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 _____

9 Yolanda Quiceno, CMC-City Clerk

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ORDINANCE NO. 20-09

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AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING SECTION 28-31 OF THE BELLE ISLE CITY CODE; PROVIDING FOR FRANCHISE FEE FOR ELECTRIC UTILITY SERVICES AS ALTERNATIVE TO PUBLIC SERVICE TAX; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Section 28-31 of the City Code provides for a three percent public service tax on purchases of electricity and other services; and

WHEREAS, the City has entered or is considering entering into a franchise agreement with Duke Energy for the provision of electric utility services, which franchise agreement provides for payment and collection of a franchise fee by Duke Energy based on a percentage of Duke Energy' revenues; and

WHEREAS, the City finds that it is necessary and appropriate to amend Section 28-31 of the City Code to provide that the public service tax on electricity shall not apply where a franchise fee is in effect for electric utility services.

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

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

3 SECTION 2. City Code Amendment. Section 28-31 of the Belle Isle City Code is
4 hereby amended as follows (words that are ~~stricken out~~ are deletions; words that
5 are underlined are additions).

6
7 Sec. 28-31. - Levied.

8
9 (a) There is hereby imposed and levied by the city a tax upon each and every
10 purchase of electricity, fuel oil, metered or bottled gas (natural, liquefied
11 petroleum gas or manufactured), within the city, in the amount of three percent of
12 each payment received by the seller, for such utility service or commodity; which
13 tax shall be paid by the purchaser to the seller, for the use of the city, at the
14 time of paying the charge therefore, but not less than monthly. The first 50
15 kilowatt hours per month of electricity purchased for residential use shall be
16 exempt from the tax hereby levied. Such exemption shall apply to each separate
17 residential unit, regardless of whether such unit is on a separate or central
18 meter. The tax hereby imposed shall not be applied against any fuel adjustment
19 charge.

20
21 (b) The tax imposed by this section shall not apply with respect to purchases of
22 electricity during the term of any electric utility franchise agreement between
23 the City and a provider of electric utility services if such franchise agreement
24 provides for a franchise fee of at least three percent of the revenues of the

25

1 electric utility provider. A franchise fee on electricity shall not be considered
2 a public service tax under this Article.

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

10
11 SECTION 4. Severability. If any section, subsection, sentence, clause, phrase,
12 word or provision of this ordinance is for any reason held invalid or
13 unconstitutional by any court of competent jurisdiction, whether for
14 substantive, procedural, or any other reason, such portion shall be deemed a
15 separate, distinct and independent provision, and such holding shall not affect
16 the validity of the remaining portions of this ordinance.

17
18 SECTION 5. Conflicts. In the event of a conflict or conflicts between this
19 Ordinance and any other ordinance or provision of law, this Ordinance controls to
20 the extent of the conflict, as allowable under the law.

21
22 SECTION 6. Effective date. This ordinance shall become effective immediately
23 upon adoption by the City Council of the City of Belle Isle, Florida.

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25

1 FIRST READING: _____, 2020

2 SECOND READING: _____, 2020

3 **ADOPTED** this _____ day of _____, 2020, by the City Council of the City of Belle
4 Isle, Florida.

| | YES | NO | ABSENT |
|-------------------|-------|-------|--------|
| 5 Ed Gold | _____ | _____ | _____ |
| 6 Anthony Carugno | _____ | _____ | _____ |
| 7 Karl Shuck | _____ | _____ | _____ |
| 8 Mike Sims | _____ | _____ | _____ |
| 9 Harvey Readey | _____ | _____ | _____ |
| 10 Jim Partin | _____ | _____ | _____ |
| 11 Sue Nielsen | _____ | _____ | _____ |

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City Council
City of Belle Isle

ATTEST: _____
Yolanda Quiceno, CMC
City Clerk

Nicholas Fouraker, Mayor

Kurt Ardaman, City Attorney
Approved as to form and legality for the
use and reliance of the City of Belle
Isle, Fl, only.

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 20-09 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 _____

9 Yolanda Quiceno, CMC-City Clerk

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

Meeting Date: July 7, 2020

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Lancaster House (Green House at 5903 Randolph)

Background: The City was informed by the PCHS that PCHS was declining the City's donation of the house due to time, funding, and historic preservation issues. At the May 5, 2020, Council meeting, the Council passed a motion that July 1, 2020, would be the final date for anyone interested in moving the building and to take it upon them to move it or proceed with demolition.

Since the May 5 meeting, Kimberly Stevens, who lives across the street from the Lancaster House, contacted the City and stated she would like to move the house to her property. Ms. Stevens and her family have been very diligent in trying to move the house to her property. Ms. Stevens recently responded to the City that due to the complications with Orange County zoning and after reviewing the moving costs, which were a lot more than she had anticipated and the estimates for having the house-made livable. They have decided to forgo the moving of the house.

Staff Recommendation: To salvage what might be worth selling to the public and then demolishing the house and the garage. The staff would also recommend that CCA and the City purchase and erect a historical marker on this site.

Suggested Motion: I move we direct the City Manager to salvage what could be sold and then demolish the remainder fo the house and the garage located at 5903 Randolph Avenue.

Alternatives: Continue to work with Ms. Stevens

Fiscal Impact: \$5,000-\$6,000

Attachments: None



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

Meeting Date: July 7, 2020

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Response from Cornerstone Charter Academy (CCA) Debt Refinancing

Background: The City Council held a workshop on February 4, 2020, to receive information and discuss issues and suggestions on the request of CCA to refinance the 2012 bond issue and to take on additional debt for the CCA campus expansion. As a result of this workshop, the City Council had a list of conditions that were sent to the CCA Board to review. The CCA Board reviewed the conditions and directed the CCA Board Chair to respond to the conditions. At the CCA Board meeting on June 24, 2020, the Board approved the Chair’s draft letter back to the Council.

At the recent Budget Committee Meeting, the Committee discussed this issue and would like to review the item and make a recommendation to the Council.

Staff Recommendation: To continue to negotiate with the CCA Board on some of the conditions. The Council should discuss if they want the Budget Committee involved in this issue to make a recommendation.

Suggested Motion: I move we direct the City Manager to continue to negotiate with the CCA Board Chair on some of the conditions outlined in the City’s letter.

Alternatives: Don’t negotiate and do not refer this to the Budget Committee and move forward with the refinancing.

Fiscal Impact: Up to \$100,000 savings in interest.

Attachments: City Memorandum
CCA Response



Cornerstone Charter Academy
5903 Randolph Avenue
Belle Isle, FL 32809
Ph 407-608-7171
Fax 407-434-7021
www.cornerstonecharter.com



June 18, 2020

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

RE: DRAFT Reply to Your 02/27/20 Memo, Workshop 2 for Refinancing Cornerstone Debt

Dear Mr. Francis,

In its meeting on 04/22/20, the CCA Governing Board considered the referenced memorandum. The Board agreed that I would reply to you in writing to convey a brief summary of the Board’s discussion on its content. I am submitting this as a draft as I will ask the Board to consider ratifying it in the June 24th meeting.

To begin, several Board members expressed concern that the memo begins by saying the City “does not want to be involved in the operations of the Academy” yet the memo contradicts itself later with a list of demands to be involved in its operations. Furthermore, it proposes a drastic change in the Academy’s governance which was already negotiated previously with the city and modified by the Board in 2016.

The memo appropriately describes the role between the CCA Governing Board and the City as a “tenant-landlord relationship.” We believe our mutual goal for more effective communications will result from a recognition of that role and relationship; and conducting business accordingly will ensure the continued success the Academy has historically enjoyed.

Following is a brief summary of the majority of the Board’s position on the items in the memo:

- 1.a.-f. The Board is not willing to consider these proposed school By-Law change items. In general, these changes were a repeat of the City’s previous demands which were previously considered and declined by the Board. This is supposed to be about refinancing the city’s 2012 Bonds, which would save the City approximately \$100k on debt service costs and remove the debt from the City’s books.
- 2. Regarding master planning the schools’ facilities, we would like to work with you, as City Manager / landlord, as we continue to work with Academica’s professional school planning and design team to prepare proposed master development plans that are appropriate for the growth and development of the school. In addition to participating with us in that planning, we would like to work with you to outline how the major planned improvements / expansions would be financed. Then, such planned projects and their financing proposals would be presented to each respective board for consideration, as may be appropriate. This would of course be separate from the discussion you are having with the Council on reissuing the 2012 bonds.
- 3. Any documents associated with the City’s bonds would be the responsibility of the City to maintain. The master plan documents will be provided to the City Manager as a normal course of



Cornerstone Charter Academy
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- working together to plan, finance and permit the work, and CCA will provide project as-built documents to the City as landlord.
4. The current lease adequately describes the responsibilities of the City and the school, respectively. CCA would consider this item if the City wants to sell the property. This item is not how a triple net lease works. In a standard triple net lease, the three nets are Property Taxes (in our case, neither entity pays), Building Insurance and Common Area Maintenance. In the event a new lease was to be entertained in conjunction with the city's decision to reissue the bonds, any items beyond that would be negotiable if it were a triple net lease.
 5. The rent is established in the current lease. In the event the City was to decide to reissue the bonds and if a new lease were to be entertained in conjunction with that reissuance, this could be considered in negotiations of said lease.
 6. The current lease provides for city inspections of the property and the school's responsibilities with respect to reporting and maintenance. OCPS already conducts annual inspections prior to school opening. In the event the City was to decide to reissue the bonds and if a new lease were to be entertained in conjunction with that reissuance, this could be considered in negotiations of said lease.
 7. CCA already provides annual audits and budgets for the schools and will be pleased to continue to do so.
 8. The process of the enrollment lottery and its wait list is prescribed by law and our charter with OCPS. The Board does not support changing it.
 9. By proposing an OCPS survey on the services provided by CCA, the City again seeks to "be involved in the operations of the Academy". Suggesting OCPS spend its scarce funds to conduct a survey asking why some Belle Isle families do not send their students to CCA starts with negative undertones. CCA not only serves Belle Isle. CCA also serves Edgewood and parts of unincorporated Orange County. CCA already conducts surveys annually that are an integral part of the school's continuous improvement model
 10. CCA follows state procurement statutes. The City has two voting members on the CCA Governing Board who can vote on procurements and selections.
 11. On CCA construction bid processes which are required to include performance and payment bonds according to FS 255.05, CCA will conduct the bid processes accordingly.
 12. CCA will continue to permit any construction projects through the City's established process.
 13. Going forward, if the City elects to proceed with the issuance of new bonds, we would look forward to meeting with you as the City Manager first to discuss and negotiate any necessary points specifically related to the bond reissuance. At that time, we could have a subsequent joint meeting of the Council and Governing Board to consider agreements derived from our discussions.

Sincerely,

William G. Brooks
Chairman and President
CCA Governing Board



CITY OF BELLE ISLE, FL

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

MEMORANDUM

From the Desk of Bob Francis, City Manager

To: Mayor and Council
Date: February 27, 2020
Re: Workshop 2 for Refinancing Cornerstone Debt

As a result of the Council Workshop on February 26, 2020, the Council discussed and provided the following conditions for the refinancing of the Cornerstone Debt and issuance of new debt for expansion of the school. These changes are requested to establish more effective communication between the CCA Board of Directors and the City Council, not only as a tenant- landlord relationship, but the City having a major interest in the well-being of the students. The City Council does not want to be involved in the operations of the Academy; however, the Council does want to be informed of significant issues.

1. Bylaw changes to include:
 - a. Term Limits: Board member terms will be for a maximum of 2 consecutive 3-year terms (not to exceed 6 years). At the end of the second term, there will be a 3-year wait period before the member can apply again for a seat on the board.
 - b. Current Board members, including the Board Officers, will complete their current term and then they must leave the Board for the required waiting interval of 3 years. After 3 years, current Board members may reapply. To ensure continuity, if more than 3 Board members have served for greater than six years, 3 will leave the Board now and the remaining Board members will leave the Board the following year.
 - c. The City will have 3 voting seats on the Board. The City’s 3 voting seats can be any candidate who applies to the City Council, including elected officials. At least one of the seats must be the Mayor or a City Commissioner. The Mayor will have the discretion to fill one of the voting seats, but it is not mandatory for the Mayor to be one of the Board members. The 3 voting seats will be appointed by the City Council and no CCA Board confirmation is required.
 - d. Expansion of the Board pursuant to the terms of Bylaws must include additional seats selected by the City to retain no less than 33% of the of Board seats appointed by the City.
 - e. No Bylaw change that modifies, deletes, or adds provisions that in any way interfere with the effect of Bylaw provisions benefiting the City are permitted and effective without the prior written consent of the Belle Isle City Council.

- f. It is suggested that the Board consider where the concentrations of student populations are located and reach out to those areas so the Board can reflect the areas where the students are from. This will add diversity to the Board.
2. CCA Board will form a Master Planning Committee which will include 2 representatives from the City of Belle Isle. These 2 representatives will be appointed by the Belle Isle City Council.
3. The City shall have access, within two (2) Business Days of advanced written notification to CCA, to all books, records, data and documents that are relevant or related to the bond issue and the Master Plan Expansion project for inspection and audit. All records, plans, contracts, books, and all other documents pertaining to the bond issue and Master Plan Expansion project shall be kept at the physical location of Belle Isle Charter School Inc., which is listed in the Corporation's Bylaws as 5903 Randolph Avenue, Belle Isle, Florida 32809 for at least 5 years after the completion of the project.
4. CCA will be responsible for maintenance, operations, repair and replacement of all facilities and property and ensuring compliance with all regulatory bodies. (Triple net lease).
5. The City will negotiate a fair and reasonable rent rate structure for the property and any other city owned property used by CCA.
6. Inspections of all properties will be performed on a periodic basis by the city to ensure that property belonging to the public is being adequately maintained. CCA will provide periodic reports to the City on Capital Projects and preventive maintenance performed on major building systems. As its own expense, the City may contract with an independent engineering firm or request OCPS Facility Maintenance Division to conduct periodic inspections. The City and CCA will negotiate the frequency of the inspections.
7. The City requests a pro-forma for CCA operations for at least a five year period after the issuance of the new bonds. Include the most recent actual (audited results) and the current budget and then at least five years of projects. .
8. The City requests that CCA revise the process for adding students to the student waiting list so that all prospective students residing in Belle Isle are at the top of the list regardless of the other criteria for placement on the list.
9. The City will request OCPS or an independent marketing firm conduct a survey with the focus on why Belle Isle parents do not send their children to CCA and to conduct a customer service satisfaction survey on the CCA Board, Administration, and Faculty to inform the Board of any issues regarding the services provided by CCA.
10. CCA will commit to the City in writing to use fair and formal competitive solicitation processes for the selection of architects, engineers and contractors pertaining to capital improvement projects upon the City's property leased to CCA. The City shall be entitled to select one or more representatives (at least 33% of the committee members) to serve on CCA's procurement selection committees pertaining to the award of contracts involving capital improvement projects upon the City's property.

11. All contractors performing construction upon the City's property leased to CCA shall be required to secure and post payment and performance bonds consistent with Section 255.05, Fla. Stat. in a form and with terms acceptable to the City. Such bonds shall name both the City and CCA as beneficiaries. In no event shall liens be placed against City property, including concerning contractor's failure to pay its subcontractors, vendors, materialmen and laborers.

12. The final design of capital improvement projects upon the City's property leased to CCA shall be subject to review and approval by the City Council prior to obtaining building permits and commencing construction. Such approval requirement is based on the City's ownership of the property and is separate and apart from the City's zoning and permitting authority.

13. A joint workshop between the CCA and the City should be set up as soon as possible to discuss these items in detail.



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

Meeting Date: July 7, 2020

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Budget Committee Recommendation to Assess Vacant Property

Background: The Budget Committee discussed vacant properties in the City are currently are not assessed a stormwater fee. That fee is currently \$110/year but will increase to \$120/year in October. This is added to the property tax bill as a non-ad valorem tax. There are 30 residential properties that are vacant and pay no assessment.

The purpose of the assessment is for the cost associated with the use of and discharge to the city's stormwater management system. Vacant land does not discharge to the system and therefore does not use the system. The justification for vacant properties not being assessed stormwater fees, is that vacant land is undeveloped and therefore, does not have impervious surfaces. Any stormwater just sinks into the ground and does not get into the stormwater system.

According to the BIMC, Section 10-124(b), For the purposes of imposing the fee, all developed property within the city shall be classified either as: (1) Residential developed property, or (2) Nonresidential developed property:

Section and 10-124(g), All vacant land separately taxed shall be exempt from the stormwater utility assessment fee.

Section 10-122 defines Developed property as any parcel which contains impervious areas.

A review of the City parcels 30 residential properties that are considered vacant. Property within an HOA that is vacant but owned by the HOA (lake lots, drainage areas, boat ramps, etc.) are considered common areas and are not subject to this assessment per F.S.193.0235

Also if the Council is going to consider assessing for stormwater, do they also want to consider assessing for garbage since vacant parcels have trees and vegetation that contribute to the waste stream?

Staff Recommendation: Council to discuss if they want to add vacant land to this assessment.

Suggested Motion: I move we direct the City Attorney to prepare the ordinance that will allow for assessing the stormwater assessment to vacant parcels.

Alternatives: Don't assess vacant parcels under the theory that vacant parcels contain no impervious surfaces and therefore stormwater from vacant parcels does not contribute to the system.

Fiscal Impact: \$3,600 added to the Stormwater revenues

Attachments: List of vacant property

| Parcel | Fmt Parcel | Owner Name | Address | Checked |
|-----------------|----------------------|--|---------------------------|---------------|
| 292324246000020 | 24-23-29-2460-00-020 | MEHTA MANISH | 6313 STOCKBRIDGE AVE | vacant |
| 292324246000020 | 24-23-29-2460-00-020 | MEHTA MANISH | 6313 STOCKBRIDGE AVE | vacant |
| 292324340000050 | 24-23-29-3400-00-050 | SCHOOL BOARD OF ORANGE COUNTY FLORIDA | 905 WALTHAM AVE | orange county |
| 292324340000079 | 24-23-29-3400-00-079 | MAULL JEFFERY A SR | E WALLACE ST | vacant |
| 292324349000002 | 24-23-29-3490-00-002 | ORANGE COUNTY BCC | CONWAY ISLE CIR | orange county |
| 292324349000003 | 24-23-29-3490-00-003 | HIGHLANDS AT LAKE CONWAY INC | CONWAY ISLE CIR | HOA |
| 292324349000004 | 24-23-29-3490-00-004 | HIGHLANDS AT LAKE CONWAY INC | CONWAY ISLE CIR | HOA |
| 292324349000005 | 24-23-29-3490-00-005 | ORANGE COUNTY BCC | EMBASSY ST | orange county |
| 292324868005041 | 24-23-29-8680-05-041 | LAMAR CENTRAL OUTDOOR INC | S ORANGE AVE | signs |
| 292324936100001 | 24-23-29-9361-00-001 | WINDMILL TERRACE HOMEOWNERS ASSN INC | 5856 WINDMILL CT | HOA |
| 292325000000017 | 25-23-29-0000-00-017 | OTTERBACHER DANIEL | 7318 MATCHETT RD | |
| 292325000000035 | 25-23-29-0000-00-035 | SALTZMAN HARVEY C | 7306 MATCHETT RD | vacant |
| 292336076415130 | 36-23-29-0764-15-130 | CLEAR CHANNEL OUTDOOR INC | 2100 JETPORT DR | signs |
| 302317437901510 | 17-23-30-4379-01-510 | EXECUTIVE COUNCIL OF THE LAKE CONWAY | 3121 CULLEN LAKE SHORE DR | HOA |
| 302317437901850 | 17-23-30-4379-01-850 | ORANGE COUNTY BCC | 3116 CULLEN LAKE SHORE DR | orange county |
| 302317438503460 | 17-23-30-4385-03-460 | EXECUTIVE COUNCIL OF THE LAKE CONWAY | 5003 DARDEN AVE | HOA |
| 302318438504241 | 18-23-30-4385-04-241 | LENDERKING SUSAN | 2802 ALSACE CT | vacant |
| 302318603100001 | 18-23-30-6031-00-001 | OAK ISLAND HOMEOWNERS ASSN INC | 2512 KISSAM CT | HOA |
| 302318603100002 | 18-23-30-6031-00-002 | OAK ISLAND HOMEOWNERS ASSN INC | 2509 KISSAM CT | HOA |
| 302318603100003 | 18-23-30-6031-00-003 | OAK ISLAND HOMEOWNERS ASSN INC | 5021 PLEASURE ISLAND RD | HOA |
| 302318603100004 | 18-23-30-6031-00-004 | OAK ISLAND HOMEOWNERS ASSN INC | 5095 OAK ISLAND RD | HOA |
| 302318603101000 | 18-23-30-6031-01-000 | ORANGE COUNTY BCC | PLEASURE ISLAND RD | orange county |
| 302318716001151 | 18-23-30-7160-01-151 | WALKER JOHN | CROSS LAKE RD | vacant |
| 302318716400550 | 18-23-30-7164-00-550 | TIITF | KISSAM CT | state |
| 302318716400560 | 18-23-30-7164-00-560 | PLEASURE ISLAND TRUST | PLEASURE ISLAND RD | vacant |
| 302318716600020 | 18-23-30-7166-00-020 | PLEASURE ISLAND TRUST | 5115 PLEASURE ISLAND RD | vacant |
| 302318885605370 | 18-23-30-8856-05-370 | CARUGNO ANTHONY P | 2358 HOFFNER AVE | vacant |
| 302319059601040 | 19-23-30-0596-01-040 | WERBA HELEN G TR | LABELLE ST | vacant |
| 302319060801060 | 19-23-30-0608-01-060 | ROBINSON FAMILY TRUST | 5706 PENINSULAR DR | vacant |
| 302319588806210 | 19-23-30-5888-06-210 | JEM PROPERTIES OF ORLANDO LLC | 2408 HOMEWOOD DR | vacant |
| 302320000000005 | 20-23-30-0000-00-005 | LAKE CONWAY EAST HOMEOWNERS ASSN INC | 5918 COVE DR | HOA |
| 302320000000030 | 20-23-30-0000-00-030 | POE RALPH | COVE DR | vacant |
| 302320066800001 | 20-23-30-0668-00-001 | BELLE VISTA ON LAKE CONWAY HOMEOWNERS ASSN INC | ISLE VISTA AVE | HOA |
| 302320066800002 | 20-23-30-0668-00-002 | BELLE VISTA ON LAKE CONWAY HOMEOWNERS ASSN INC | ISLE VISTA AVE | HOA |
| 302320066800003 | 20-23-30-0668-00-003 | BELLE VISTA ON LAKE CONWAY HOMEOWNERS ASSN INC | ISLE VISTA AVE | HOA |
| 302320066800004 | 20-23-30-0668-00-004 | ORANGE COUNTY BCC | ISLE VISTA AVE | orange county |
| 302320066800006 | 20-23-30-0668-00-006 | BELLE VISTA ON LAKE CONWAY HOMEOWNERS ASSN INC | ISLE VISTA AVE | HOA |
| 302320066800007 | 20-23-30-0668-00-007 | BELLE VISTA ON LAKE CONWAY HOMEOWNERS ASSN INC | ISLE VISTA AVE | HOA |
| 302320066800008 | 20-23-30-0668-00-008 | BELLE VISTA ON LAKE CONWAY HOMEOWNERS ASSN INC | ISLE VISTA AVE | HOA |
| 302320066800230 | 20-23-30-0668-00-230 | EARL M CRITTENDEN FAMILY TRUST | 4016 ISLE VISTA AVE | vacant |
| 302320066800240 | 20-23-30-0668-00-240 | EARL M CRITTENDEN FAMILY TRUST | 4022 ISLE VISTA AVE | vacant |
| 302320066800250 | 20-23-30-0668-00-250 | SURREY HOMES LLC | 4028 ISLE VISTA AVE | |
| 302320066800260 | 20-23-30-0668-00-260 | ROOF BRETT D | 4034 ISLE VISTA AVE | vacant |
| 302320066800270 | 20-23-30-0668-00-270 | ROOF WILLIAM H | 4040 ISLE VISTA AVE | vacant |
| 302320122200001 | 20-23-30-1222-00-001 | ORANGE COUNTY BCC | 5241 DRISCOLL CT | orange county |
| 302320161800000 | 20-23-30-1618-00-000 | CONWAY GROVES HOMEOWNERS ASSOCIATION | FRANCONIA DR | HOA |
| 302320161800001 | 20-23-30-1618-00-001 | CONWAY GROVES HOMEOWNERS ASSOCIATION | FRANCONIA DR | HOA |
| 302320166100000 | 20-23-30-1661-00-000 | CONWAY GROVES HOMEOWNERS ASSOCIATION INC | BELLE GROVE CT | HOA |
| 302320166100002 | 20-23-30-1661-00-002 | CONWAY GROVES HOMEOWNERS ASSOCIATION INC | KEZAR CT | HOA |
| 302320166100003 | 20-23-30-1661-00-003 | CONWAY GROVES HOMEOWNERS ASSOCIATION INC | CRANMORE CT | HOA |
| 302320167800510 | 20-23-30-1678-00-510 | DMU CORP | 6604 CITRUS VALLEY DR | vacant |
| 302320167800600 | 20-23-30-1678-00-600 | DMU CORP | 6603 ORANGE KNOLL DR | vacant |
| 302320365100001 | 20-23-30-3651-00-001 | HOFFNER FRUIT LLC | HOFFNER AVE | vacant |
| 302320365100002 | 20-23-30-3651-00-002 | HOFFNER FRUIT LLC | HOFFNER AVE | vacant |
| 302320365100003 | 20-23-30-3651-00-003 | HOFFNER FRUIT LLC | CONWAY RD | vacant |
| 302320439500290 | 20-23-30-4395-00-290 | LAKE CONWAY SHORES HOA INC | 5274 JADE CIR | HOA |
| 302320498000001 | 20-23-30-4980-00-001 | LANDINGS AT LAKE CONWAY HOA INC | 6674 THE LANDINGS DR | HOA |
| 302320498000004 | 20-23-30-4980-00-004 | LANDINGS AT LAKE CONWAY HOA INC | THE LANDINGS DR | HOA |

| | | | | |
|-----------------|----------------------|--|------------------------|----------------------|
| 302320498000005 | 20-23-30-4980-00-005 | LANDINGS AT LAKE CONWAY HOA INC | ADMIRALITY CT | HOA |
| 302320886000410 | 20-23-30-8860-00-410 | WIND HARBOR DEVELOPMENT CORP | WILLOUGHBY LN | vacant |
| 302320937500002 | 20-23-30-9375-00-002 | ORANGE COUNTY BCC | HOFFNER AVE | orange county |
| 302320937500003 | 20-23-30-9375-00-003 | WINDSOR PLACE HOMEOWNERS ASSN INC | ROTHBURY DR | HOA |
| 302320937500140 | 20-23-30-9375-00-140 | WINDSOR PLACE HOMEOWNERS ASSN INC | 5321 HAWFORD CIR | HOA |
| 302329000000038 | 29-23-30-0000-00-038 | HEATON ROWLAND T II 50% INT | MCCOY RD | parking |
| 302329090600001 | 29-23-30-0906-00-001 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | BRIGHTON PARK CIR | HOA |
| 302329090600002 | 29-23-30-0906-00-002 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | 3616 BRIGHTON PARK CIR | HOA |
| 302329090600004 | 29-23-30-0906-00-004 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | 3827 BRIGHTON PARK CIR | HOA |
| 302329090600005 | 29-23-30-0906-00-005 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | 3612 BRIGHTON PARK CIR | HOA |
| 302329090600006 | 29-23-30-0906-00-006 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | 3774 BRIGHTON PARK CIR | HOA |
| 302329090600007 | 29-23-30-0906-00-007 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | 3516 BRIGHTON PARK CIR | HOA |
| 302329090600008 | 29-23-30-0906-00-008 | ORANGE COUNTY BCC | 3520 BRIGHTON PARK CIR | orange county |
| 302329090600009 | 29-23-30-0906-00-009 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | BRIGHTON PARK CIR | HOA |
| 302329090610000 | 29-23-30-0906-10-000 | MATTAMY ORLANDO LLC | BRIGHTON PARK CIR | vacant hoa |
| 302329090611000 | 29-23-30-0906-11-000 | BRIGHTON PARK TOWNHOME HOMEOWNERS ASSN INC | BRIGHTON PARK CIR | HOA |
| 302329187601010 | 29-23-30-1876-01-010 | OIA HOLDINGS INC | 3406 TRENTWOOD BLVD | vacant |
| 302329187604010 | 29-23-30-1876-04-010 | ORANGE COUNTY BCC | 7910 DAETWYLER DR | orange county |
| 302329187604082 | 29-23-30-1876-04-082 | DAETWYLER SHORES ASSN INC | 3119 TRENTWOOD BLVD | HOA |
| 302329188002150 | 29-23-30-1880-02-150 | OIA HOLDINGS INC | 3491 MCCOY RD | vacant |
| 302329407700030 | 29-23-30-4077-00-030 | RODRIGUEZ DEMETRA | BARBY LN | vacant |
| 302329438901170 | 29-23-30-4389-01-170 | DREWRY TRACY | 3135 INDIAN DR | vacant |
| 302329438902021 | 29-23-30-4389-02-021 | KINSELLA LESLIE | 6810 SEMINOLE DR | vacant |
| 302329438902031 | 29-23-30-4389-02-031 | 6806 SEMINOLE LLC | SEMINOLE DR | vacant |
| 302329438902040 | 29-23-30-4389-02-040 | 6806 SEMINOLE LLC | 6820 SEMINOLE DR | vacant |
| 302329438902050 | 29-23-30-4389-02-050 | KNEIPP STEVEN | 6822 SEMINOLE DR | CO issued April 2020 |
| 302329438902050 | 29-23-30-4389-02-050 | KNEIPP STEVEN | 6822 SEMINOLE DR | vacant |
| 302329438902161 | 29-23-30-4389-02-161 | LANCE CYNTHIA G | SEMINOLE DR | vacant |
| 302329438902161 | 29-23-30-4389-02-161 | LANCE CYNTHIA G | SEMINOLE DR | vacant |
| 302329438904010 | 29-23-30-4389-04-010 | ORANGE COUNTY BCC | 3206 WARREN PARK RD | orange county |
| 302329438904091 | 29-23-30-4389-04-091 | DODSON SHIRLEY RICE TRUSTEE | 7226 SEMINOLE DR | vacant |
| 302329438905010 | 29-23-30-4389-05-010 | ORANGE COUNTY BCC | 3406 WARREN PARK RD | orange county |
| 302329937600001 | 29-23-30-9376-00-001 | WINDWARD ON LAKE CONWAY CONDOMINIUM ASSN INC | 7818 HOLIDAY ISLE DR | HOA |
| 302330000000002 | 30-23-30-0000-00-002 | BRYANT VERNON V TR | 2779 MCCOY RD | row |
| 302330061100000 | 30-23-30-0611-00-000 | WRIGHT THOMAS D | 1608 DEWAYNE DR | vacant hoa |
| 302330169201142 | 30-23-30-1692-01-142 | HAAN CARRIE | TRENTWOOD BLVD | vacant hoa |
| 302330668100001 | 30-23-30-6681-00-001 | PALM SQUARE AT BELLE ISLE CONDOMINIUM ASSN INC | 2323 MCCOY RD | HOA |
| 302330779000000 | 30-23-30-7790-00-000 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330779000001 | 30-23-30-7790-00-001 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330779000002 | 30-23-30-7790-00-002 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330779000003 | 30-23-30-7790-00-003 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330779000004 | 30-23-30-7790-00-004 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330779000005 | 30-23-30-7790-00-005 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330779000006 | 30-23-30-7790-00-006 | ROYAL PALACE CONDOMINIUM ASSN INC | MCCOY RD | HOA |
| 302330933000660 | 30-23-30-9330-00-660 | WIND HARBOR HOME OWNERS ASSN | 1889 WIND WILLOW RD | HOA |
| 302331000000015 | 31-23-30-0000-00-015 | LEGACY LAND LLC | 1900 JETPORT DR | parking |
| 302331000000039 | 31-23-30-0000-00-039 | LEGACY LAND LLC | JETPORT DR | wasteland |
| 302331000000045 | 31-23-30-0000-00-045 | REGAL FAMILY CENTER INC | JETPORT DR | vacant |
| 302331826201000 | 31-23-30-8262-01-000 | SRI BALAJI HOTELS L L C | MCCOY RD | vacant |

**Belle Isle Issues Log
7/7/20**

a.

| <u>Issue</u> | <u>Description</u> | <u>Start Date</u> | <u>POC</u> | <u>Expected Completion Date</u> | <u>Completed Action</u> | <u>Next steps</u> |
|-----------------|--|-------------------|--------------------------|---------------------------------|--|---|
| Street Paving | The City staff will conduct a street assessment to determine the pavement conditions and determine if the prior assessment is still valid. When complete, the staff will set-up a Capital Improvement Program for street paving. Program | 7/1/2020 | PW/CM | TBD | The City has been successful in paving several streets over the past few years; most recently the area around City Hall. | City to conduct Pavement Assessment and develop CIP for paving (next Fiscal Year). |
| Storm Drainage | The City Engineer recently completed an assessment of the storm system. Some trouble spots have been corrected (Wind Drift, Derine, Chiswick) CM and Finance Director developed Storm Water CIP | 4/3/2017 | ENG/CM | TBD | StormWater CIP was developed and reviewed by Budget Committee, who recommend approval. | Council Agenda Item to approve CIP. CIP to be updated annually. |
| Traffic Studies | Increased traffic in and through Belle Isle prompted the Council to allocate funds for city-wide traffic study to improve traffic flow. Study was done and resulting Traffic Master Plan was adopted by Council. Due to the City's membership in Metroplan Orlando, they are conducting additional studies focusing on Hoffner Ave. | 4/3/2017 | CM/Eng. | Sept. 2020 | City's TMP completed and adopted. Metroplan study is nearing completion. Hoffner median constructed but still needs additional work. Met with WaWa Rep regarding redesign of entrance. | Hoffner median project needs additional work and signage. WaWa to reconfigure entrance. Metroplan Consultant to work toward finalizing report. |
| Wallace Field | City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2. | 6/14/2017 | Dist.2 Comm and CM | 9/30/2020 | Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration. Workshop held on development. CCA and City to review CCA draft plan. All changes sent to CCA Board for review. Possibility to be on their June 26 agenda. CA rejected change in Use Agreement regarding by-laws and rejected by-law changes suggested by the City. | Use Agreement adopted. CCA planning park site plan. CCA/City staff met to go over site plan requirements. CCA working with City Planner for site plan submission. CCA staff completed site plan. CCA completed site plan. City staff is reviewing. |

Belle Isle Issues Log
7/7/20

a.

| | | | | | | |
|------------------------------|--|-----------|-----------------------|-----------|--|--|
| City acquisition of Property | Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property. | 3/20/2018 | CM | 8/31/2020 | Cross lake purchase is on hold until County reschedules PH. Mayor/CM to meet with Commissioner Uribe and Adjacent property owner on Cross Lake on March 4. CM/Comm. Cross Lake Property deed recorded by City (Closed) | City reviewing BOA response to contract changes. CCA declined use of BoA property. |
| Charter School (CCA) | There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease. | 4/3/2017 | CM | Ongoing | Capital Facility Plan complete. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues. | CM sent memorandum to CCA outlining conditions for refinancing . CCA discussed and rejected all the conditions sent by Council. Agenda Item |
| Municipal Code Update | The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code. | 4/3/2017 | CM/CC | Ongoing | Meet with consultant to determine what was done and what is left to do. P&Z Board looking at possible changes to fence/wall requirements. Discussion of sidewalk maintenance | On-going as needed. City should consider adding additional impact fees for development to the Land Development Code |
| Comp Plan Updates | The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan. | 3/1/2017 | Council Planner CM | Ongoing | Meet with consultant to determine what was done and what is left to do. | City Manager and Planner to review 2009 Comp Plan for errors discovered in Zoning Map. No Update |
| Annexation | Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle. | 4/3/2017 | Council CM | 2/28/2020 | Council determined the priority to annex. Planner completed 1st report. City Staff reviewing. | CM to contact property owners to set up meeting. |

To Chief Houston and Belle Isle City Council,

I am writing you to express my interest in joining the Police Advisory Committee for the for the current opening in my district (District 6). I am currently working as a Commercial Airline Pilot and I am based locally at the Orlando International Airport. For the past 4 years I have been a deputized federal law enforcement officer under Homeland Security’s Federal Flight Deck Officer program. I attended and graduated with a bachelor’s degree from the University of Central Florida studying Behavioral and Biomedical Sciences. As far as community involvement is concerned, I have volunteered as a summer counselor for the Organization of Black Aerospace Professionals (OBAP) since 2015. OBAP’s mission is to reach out and promote youth to pursue STEM fields and to promote higher educated to underfunded and intercity areas.

I’m interested in serving on the board because I think it is important for residents in a community of our smaller size to stay engaged in affairs and work together to prevent crime. Vigilant citizens are important in assisting the Belle Isle Police Department police the community and I think open lines of communication are necessary for this to occur. I think my experience would be beneficial to the Police Advisory Board and I would be interested in serving on the board for a two year term limit.

Thank you for your consideration.

Sincerely,
Christopher Kelly



6/24/20

To Whom It May Concern,

I love our city, and I love our police department. As such, I am interested in serving on the Police Advisory Board (PAB) for District 6.

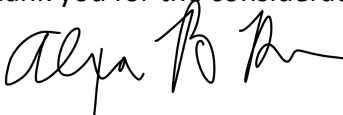
I served an interim term as City Commissioner for District 6, which offered me a window into the important relationship our BIPD has with our citizens. I'm currently closing out two years as PTSA President for CCA. PTSA's mission is "Every child, one voice" and I hold that motto close to my heart and in my everyday actions. BIPD is an integral part of the safety plan for CCA, and I have been privileged to witness and provide feedback on these important procedures. As a parent I have a vested interest in maintaining this strong relationship for the safety of my child as well as the 1450 others. I'm proud to support SRO Burns as a voice of the parents to communicate information and build his rapport with the students and families he so dearly respects (while being careful to respect all parties and not overstep boundaries, of course).

I am passionate about serving the families of our community, most importantly our children whom have had a challenging few months (even more so that the adults). Our BIPD is held in high regard by our kids and can continue to be a link to normalcy. Finding ways to bring our kids and our officers together to improve everyone's mental health and well-being would be my primary goal as a member of the PAB.

I am also a former spouse of an OPD lieutenant (who incidentally was trained by Laura Houston), so I am aware of the challenges faced by our officers and their families, and the critical role civilians can play in the relationship between our officers and the community.

I would be honored to serve on the Police Advisory Board to maintain the positive relationships we have and support the development of new ways to improve to support our BIPD.

Thank you for the consideration,



Alexa Dowlen

Richard J. Christoff

5416 Chiswick Circle, Belle Isle, FL 32812
*Cell: 407-443-4168 · E-mail: rchristoff@att.net

Dear Chief Laura Houston and Belle Isle City Council,

I am interested in the posted position serving on the Belle Isle Police Department’s Police Advisory Committee representing District 7. My interest includes a term appointment of 3 years.

I am a retired Florida law enforcement officer with over 26 years of experience. I began my career as a Correctional Officer with the Florida Department of Corrections, before continuing my corrections career with the Osceola County Department of Corrections. My career progressed with the Osceola County Sheriff’s Office as a Patrol Deputy, a member of the Community Response Team, and a Detective. I have also served in supervisory roles as a Patrol Sergeant, Criminal Investigations Sergeant, Patrol Lieutenant, Research and Development Lieutenant, Criminal Investigations Captain and Support Services Captain. My law enforcement experience also includes being a military policeman in the United States Army serving as a Patrol Officer, Community Service Officer, and Military Police Investigator.

I have had success in my career in areas such as, but not limited to: managing daily operations of sworn law enforcement and civilian personnel; conducting/overseeing a vast amount of criminal and internal investigations; leading teams; operational planning; assisting and overseeing aspects of event security for large events, sometimes in cooperation with multiple local and federal agencies; developing, implementing and ensuring compliance with policy and leading a Research and Development section; serving as a policy and accreditation assessor not only with my former agency, but as it relates to law enforcement accreditation across the state of Florida; experience in law enforcement and military with physical security protection and access control procedures; overseeing and providing guidance on highly sensitive investigative and personnel matters; attending briefings/meetings where highly sensitive and classified information was shared; investigating and overseeing criminal and agency policy violations, to include preparing and reviewing reports associated with those investigations; identifying and resolving problems such as personnel matters and agency/division efficiency to enhance compliance with agency initiatives; achieving multiple agency initiatives while exhibiting sound judgment including managing projects in a team environment related to policy implementation, re-accreditation of my former agency, and researching trends or law changes to ensure forward thinking; strategic planning for short and long range goals and objectives for units, sections, divisions, or agency wide; providing public service through ethical law enforcement practices; being an ethical leader who leads by example, encouraging and requiring teamwork and collaboration amongst personnel; and, resolving employee issues through practices such as listening, communication and relationship building. I have excellent verbal and written communication skills that allow the message to be received and understood. These skills have also proved to be beneficial when dealing with management, other companies, public officials, and in a customer service atmosphere.

My education consists of a Bachelor of Arts – Criminal Justice Administration and a Master’s Degree – Business Administration.

I have continued to stay involved with the community by currently serving as board member and treasurer for Help Now of Osceola, Inc. Help Now of Osceola, Inc. serves as the domestic violence shelter in Osceola County. I also serve others through opportunities with my daughter’s school, the church we attend, and other occasions when the need may arise.

I have resided in Belle Isle, Florida for over 13 years and have a vested interest in the community. Having recently retired from my position with the Osceola County Sheriff's Department, I would like to spend time serving this community and have skills that will help enhance the communication between the Belle Isle Police Department and the citizens of Belle Isle, more specifically those residing in District 7. I also believe with my education and work experience, I can be a resource for the Chief of Police and the Department in communicating with the residents, managing the various operational challenges, prioritizing the delivery of services, policy and procedures recommendations or other procedural reviews the Chief feels are needed. Thank you for the opportunity and I would welcome the opportunity to serve Belle Isle by serving on the Police Advisory Committee.

Sincerely,



Richard Christoff

Richard J. Christoff

5416 Chiswick Circle, Belle Isle, FL 32812
Cell: 407-443-4168 · E-mail: rchristoff@att.net

Summary of Qualifications

Proactive management professional with over 26 years of experience, including extensive management experience of law enforcement and civilian personnel at the Osceola County Sheriff's Office ("OCSO").

- FBI Secret Clearance – Joint Terrorism Task Force
- Florida certified law enforcement officer
- Assisted OCSO in obtaining Florida State Re-accreditation in 2016
- Assessor for Commission for Florida Law Enforcement Accreditation, Inc.
- Experience in on-site assessments of agency operations throughout the State of Florida
- Experienced in Emergency Management
- Ability to work independently and manage personnel
- Experience in budget management
- Excellent oral and written communication skills
- Analytical thinker and problem solver
- Disciplinary Appeals Board Administrator

Areas of Experience and Expertise

- Personnel and Budget Management: Patrol and senior level supervisory experience in a large urban sheriff's office, including patrol, criminal investigations, recruiting, accreditation and training. As a Captain, I have been ultimately responsible for all aspects of personnel management for more than 100 employees, including, but not limited to, development of job descriptions, recruiting, providing relevant guidance and administration to personnel, development of policy and related job/operational functions, coaching and mentoring, review and approval of staff performance and training plans. I have also been responsible for management of support services and criminal investigations budgets in excess of \$10M. I have been active on the OCSO Awards Committee and served as the Committee Chairman to recognize exceptional employee performance.
- Criminal Investigations Management: As a Captain managing the daily operations of the Criminal Investigations Division of the OCSO, my experience as a Detective, and later as a Sergeant and Lieutenant in the areas of Violent Crimes, Economic Crimes and Property Crimes, has been invaluable to me in managing detectives and civilian personnel, leading them to facilitate investigations that ultimately solve crimes and lead to prosecution. My experience in working investigative cases has been a proactive approach to not only solve open cases (as well as cold cases), but to also prevent future incidents of crime through facilitating the adoption of the Second-Hand Dealer/Scrap Metal ordinance passed in

Osceola County. As a law enforcement leader, a lead investigator and a team member acting in a support role, I understand and have been involved in development and usage of criminal analysis, trend analysis, threat assessment, intelligence bulletins, crime mapping, association charts, and more. During my time as Captain I have facilitated the creation and use of a therapy K-9 trained to execute tasks with adults and children affected by emotional distress resulting from a traumatic event. I also coordinated the implementation of radKIDS, a children's safety education program, which has helped more than 50 children learn to be personally empowered to fend off bullies and abductors. I was also instrumental in the agency obtaining a \$400,000 Department of Justice grant for the purpose of investigating Internet Crimes against Children (ICAC) cases. As the OSCO Crisis Intervention Team (CIT) coordinator at one time, I managed and educated OCSO employees and others about the first-responder model of police-based training to help persons with mental disorders and/or addictions access medical treatment rather than place them in the criminal justice system. Finally, I am a certified Computerized Voice Stress Analysis (CVSA) Examiner certified to conduct examinations for criminal investigations and new-hire processing.

- Emergency Management: Responsible for the "first response" to disasters within Osceola County. Disaster planning and recovery experience includes the development and implementation of disaster management plans for natural disasters (hurricanes, fires, floods, etc.), acts of terrorism, human caused disaster (fire, structural issues, industrial sabotage, etc.), and public disorder and communication failures. During my career, I have held the position of Sheriff's Office Emergency Operations Center Incident Commander, and the Law Enforcement Branch Director, with responsibilities for coordinating the response of the OCSO with the Osceola County Emergency Operations Center to successfully manage disasters in a manner that minimized disruptions of critical functions within Osceola County and recovered operations expediently and successfully. In addition to my years of work in the area of disaster planning and recovery, I hold all requisite Federal Emergency Management Agency (FEMA) Certifications in disaster management . I have also been involved in the security planning of events such as the Invictus Games (Disney Wide World of Sports) and the Runaway Country music festival (Osceola Heritage Park) where I acted as Watch Commander.
- Budget Preparation and Management: During my time with the OCSO, I have been responsible for the preparation of several department budgets, including those in excess of \$10M. The budgets for these departments within the OCSO include planning for personnel, overtime pay, facilities, equipment, as well as day-to-day expense management.
- Risk Management: In my various management roles, I have been responsible for the physical security of the OCSO and its branch offices, infrastructure and employees. In connection with such responsibility, I work closely with the Facilities Maintenance Department to assure a safe working environment exists at OCSO facilities and all equipment used by OCSO personnel was in safe working order. I have been active on the OCSO Accident and Loss Control Review Board to review accidents and make recommendations for training or policy changes in order to maintain cost effective operations and reduce the number of accidents and loss or damage to personnel or property.

Employment History

- 2018 – May 2019
(Retired) **Captain:** Osceola County Sheriff’s Office, Support Services Division (includes Recruiting, Training, Accreditation, Forensics and Evidence)
- 2017 – 2018 **Captain:** Osceola County Sheriff’s Office, Criminal Investigations Division
- 2016 – 2017 **Lieutenant:** Osceola County Sheriff’s Office, Research and Development
- 2014 – 2016 **Lieutenant:** Osceola County Sheriff’s Office, Patrol Watch Commander
- 2009 – 2014 **Sergeant:** Osceola County Sheriff’s Office, Property Crimes
- 2007 – 2009 **Sergeant:** Osceola County Sheriff’s Office, Patrol
- 2001 – 2007 **Detective:** Osceola County Sheriff’s Office, Violent Crimes, Economic Crimes, Property Crimes
- 1998 – 2001 **Deputy:** Osceola County Sheriff’s Office, Community Response Team and Patrol
- 1994 – 1998 **Sergeant (Corrections):** Osceola County Sheriff’s Office/Osceola County Board of County Commissioners, Corrections. I also served as a Corporal and Correctional Officer during this time.
- 1988 – 2001 **United States Army:** Military Police 95B

Professional Associations

- Help Now of Osceola, Inc. – Member of the Board of Directors / Treasurer
FBI, Law Enforcement Executive Development Association – Member
International Association of Chiefs of Police – Member

Education and Training

| | |
|--|------|
| Command Officers Development Course (CODC) Law Enforcement Command Course University of Louisville, Louisville, Kentucky | 2016 |
| Master's Degree / Business Administration (M.B.A.) Webster University, Orlando, Florida | 2009 |
| Bachelor of Arts – Criminal Justice Administration (B.A.) Columbia College, Orlando, Florida | 2005 |

CHARLOTTE P. HOBBS

b.

5380 Chiswick Circle, Orlando, Florida 32812
(321) 297-4140 (c)
cphobbs7@gmail.com

EXECUTIVE SUMMARY

- ◆ Proactive and business-minded Professional with over 10 years of combined experience in Training Administration and Business Operations including staffing, budgeting, work force planning, forecasting, training, employee relations, recruiting, interviewing, on boarding, elementary education and customer service.
 - ◆ Experienced in budgeting, Supply Chain Management, and Capital Equipment, and Overhead budgeting.
 - ◆ Proven ability to work well under pressure in a fast-paced environment by being a quick learner, problem solver, and effective multi-tasker.
 - ◆ Experienced working in various industries including Defense, Modeling and Simulation, Education, Hospitality, Customer Service and Family Entertainment.
 - ◆ Experience in providing Customer Service internally and externally.
 - ◆ Volunteer Assistant to Elementary School Instructor for Kindergarten, first grade and second grade.
 - ◆ Community Outreach to support the Homeless in the community and in shelters.
-

AREAS OF EXPERIENCE

- | | | |
|----------------------------|---|--|
| • Staffing | • Employee Communications | • Project Management |
| • Purchase Orders | • Education | • Budgeting |
| • Recruiting/Interviewing | • New Hire Orientation | • Performance Measurement |
| • Travel/Expense Reports | • Succession Planning | • Year-end Accruals and reconciliation |
| • Employee Personnel Files | • Workforce Reduction | • Paid Time Off |
| • Customer Service | • Job Analyst- Facilities Assets Management | • Family Support and Community Volunteer |
-

PROFESSIONAL EXPERIENCE

- Kelly Educational Services **09/2017 – present**
Substitute Teacher
- Teaching elementary school students Language Arts, Math, Science and Social Studies when the permanent teacher is absent from the classroom.
- Wyndham Vacation Ownership, Orlando, Florida **09/2012 – 03/2013**
Human Resource Recruiting Coordinator (Temporary Contractor)
- Recruiting Vacation Planning Counselors for Springfield, Missouri utilizing the Taleo talent management and applicant tracking system. Recruiting Coordinator with WorldMark by Wyndham in Redmond, Washington managing the staffing process while utilizing Taleo Applicant Tracking System
- AVT Simulation, Orlando, Florida **06/2012 – 09/2012**
Human Resource Generalist (Temporary Contractor)
- Managed interview process resulting in 100% increase in employee population as a result of a government contract acquisition
 - Partnered with the other Human Resource Generalist to execute the high-volume interview process
 - Communicated and negotiated new salary recommendations to over 25 new hires
 - Coordinated and assisted in conducting new employee orientation for the integration of new hires into the organization
 - Conducted interviews with internal and external candidates to determine optimal match for open positions
 - Collaborated with career development centers to broadcast company job postings
 - Maintained employee files to ensure accuracy and compliance with both state and federal regulations
-

CHARLOTTE P. HOBBS

b.

Kimball Companies, A + Tutor U Headquarters, Orlando, Florida

10/2009 to 03/2012

Human Resources Associate (Part-Time Employee)

Elementary School Lead Tutor (On-Call Subcontractor)

- Served as the initial onsite Human Resources Support responsible for developing standard core Human Resource processes
- Managed and analyzed leave administration process for medical and personal leave
- Established and communicated the company's initial Paid Time Off process to current and new employees
- Tutored 50+ elementary school students in reading and mathematics enabling them to improve their Florida Comprehensive Assessment Test (FCAT)

Community Volunteer

2006 – 2020

- Volunteer for Elementary School Tutoring and Outreach Programs
- Volunteer at Hamilton Elementary School and Catalina
- Community Outreach to the Homeless on the street and at shelters
- Kids Beach Club (After-school program)

Senior Technical Operations Administrator

1995 - 2006

Engineering Department, Lockheed Martin Simulation Training & Support, Orlando, Florida

EDUCATION

BA, Business Management – FLORIDA SOUTHERN COLLEGE, Lakeland, Florida

COMPUTER SKILLS AND TRAINING

- MS Project (scheduling and reports) MS Office Suite, SharePoint
- Taleo – Talent Management System
- Effective Communications
- MS Windows Operating Systems XP, 7, 98, 2000
- Effective Negotiations
- Salary Time and Attendance Recording System (STARS) Proprietary Software
- 7 Habits of Highly Effective People

REFERENCES

- Available upon request.
-
-