



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Ave, Belle Isle FL

Held the 1st and 3rd Tuesday of Every Month

Tuesday, September 02, 2025 * 6:30 PM

AGENDA

City Council

Mayor Jason Carson

Vice Mayor - Commissioner Jim Partin, District 7

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

District 3 Commissioner – Karl Shuck | District 4 Commissioner – Bobby Lance |

District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Shuck, District 3
3. **Public Comments & Announcements** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
4. **Presentations**
 - a. CE Appeal - 6657 The Landings Drive
 - b. CE Appeal - 7307 Lake Drive
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
 - a. Approval of the City Council meeting minutes - August 19, 2025
 - b. Approval of Surplus of Admin Office Equipment
6. **Unfinished Business**
 - a. 3904 Arajo Condemnation Update
7. **New Business**
 - a. JJs Waste & Recycling Increase Request
 - b. Credit Card Policy
 - c. K9 Donation Approval
8. **Attorney's Report**
9. **City Manager's Report**
 - a. City Manager's Report and Work Plan
 - b. Chief's Report
 - c. Public Works Report
10. **Mayor's Report**
11. **Commissioners Report**
12. **Adjournment**

PARKING NOTICE OF VIOLATION

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue, Belle Isle, FL 32809

ANGEL MANUEL CABRERA OJEDA
6657 THE LANDINGS DR
BELLE ISLE, FL 328123529

Case No: CE-25-0125
RE: 6657 THE LANDINGS DR
APN: 30-23-20-4980-00-350

RE: CODE VIOLATIONS at 6657 THE LANDINGS DR, APN#: 30-23-20-4980-00-350

Dear OWNER,

April 5, 2025

An inspection on April 5, 2025 resulted in apparent violations of code. In an effort to improve and restore the community, we are actively enforcing the Belle Isle Municipal Codes and Ordinances. According to available records, you are listed as an owner or other interested party regarding this property / vehicle. This Notice of Violation is submitted to you, requiring your cooperation in correcting the violations below.

Code Violation:	Code Section:	Violation:
Parking Left Wheels to Curb	316.195	Violation of FSS 316.195, parking left wheels to curb. All vehicles parked on roadway must be parked on the right side.

Date	Fee/Payment Name	Fee Details/Notes	Fee/Payment Amount
04/05/2025	Fee		\$250.00
Total Fees Due:			\$250.00

Failure to comply with this notice may result in prosecution before the Code Enforcement Special Magistrate.

If you have any questions regarding this matter, please do not hesitate to call me at 407-849-8450.

If there are fines attached to this citation you may pay at City Hall, 1600 Nela Avenue. Again, thank you for doing your part to maintain the preservation, welfare, and safety of the community as a whole.

30-76(b) Hearing request by person cited. Any person summoned by a parking violation citation, upon the payment of a fee of \$50.00 in cash, money order or cashier's check, may within five working days after issuance of the citation file with the city manager a written request for a hearing with the city manager.

14-50(c) Appeal of fines and fees. Any person determined by the city to be in violation of any provision of the city's Code of Ordinances that is cited or assessed penalties under this article may appeal the imposition of any fee or penalty imposed by filing a written request for appeal to the special magistrate within 15 business days of service or hand delivery of the city's written citation or notification that imposes any fines or fees relating to a violation of the city's Code of Ordinances. The written request for appeal shall also be filed with the city's code enforcement department or its designees. The written request for appeal must contain a short statement of the grounds for the appeal. The special magistrate, exercising appellate jurisdiction over the matter, shall hear the appeal within 60 days after the filing of the written request for appeal and shall give notice of the hearing to the appellant and the city's code enforcement department or its designees. The appellant shall pay to the city a fee prescribed by the city commission to cover the administrative costs of such an appeal.

Payment must be made within 30 days of the date on this citation. Failure to do so will result in a late fee of \$25

NOTICE OF VIOLATION

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue. Belle Isle, FL 32809

CABRERA OJEDA ANGEL MANUEL
6657 THE LANDINGS DR
BELLE ISLE, FL 328123529

Case No: CE-25-0363
RE: 6657 THE LANDINGS DR
APN: 30-23-20-4980-00-350

RE: CODE VIOLATIONS at 6657 THE LANDINGS DR, APN#: 30-23-20-4980-00-350

Dear OWNER,

July 25, 2025

An inspection on July 25, 2025 resulted in apparent violations of code. In an effort to improve and restore the community, we are actively enforcing the Belle Isle Municipal Codes and Ordinances. According to available records, you are listed as an owner or other interested party regarding this property / vehicle. This Notice of Violation is submitted to you, requiring your cooperation in correcting the violations below.

Code Violation:	Code Section:	Violation:
No Parking Signs	Sec 30-72	No person shall park, stop or stand a motor vehicle at any place where official signs prohibit parking, stopping or standing. The presence of a parked, stopped or standing motor vehicle at any place where official signs prohibit parking, stopping or standing is hereby declared a public nuisance which may be abated as such in accordance with the provisions of this article, except that this section shall not apply to any motor vehicle which is parked, stopped or standing in such place because of necessity of avoiding conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device. \$250 / \$150 fine is attached to this violation.

Code Section:	Corrective Action:	Compliance Due Date:
Sec 30-72	Move vehicle from designated no parking area. There are many signs in the area saying no parking. Owner was talked to on 6/23/2025 about parking where the vehicle is now. Told they could park a just down the road to prevent a violation.	July 25, 2025

Date	Fee/Payment Name	Fee Details/Notes	Fee/Payment Amount
07/25/2025	Fee	Parking by no parking sign.	\$150.00
Total Fees Due:			\$150.00

Failure to comply with this notice may result in prosecution before the Code Enforcement Special Magistrate.

If you have any questions regarding this matter, please do not hesitate to call me at 407-849-8450.

If there are fines attached to this citation you may pay at City Hall, 1600 Nela Avenue. Again, thank you for doing your part to maintain the preservation, welfare, and safety of the community as a whole.

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Sincerely,

Matthew Rabeau



Code Enforcement

Photographs

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NOTICE OF VIOLATION

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue. Belle Isle, FL 32809

CABRERA OJEDA ANGEL MANUEL
6657 THE LANDINGS DR
BELLE ISLE, FL 328123529

Case No: CE-25-0363
RE: 6657 THE LANDINGS DR
APN: 30-23-20-4980-00-350

RE: CODE VIOLATIONS at 6657 THE LANDINGS DR, APN#: 30-23-20-4980-00-350

Dear OWNER,

July 31, 2025

An inspection on July 31, 2025 resulted in apparent violations of code. In an effort to improve and restore the community, we are actively enforcing the Belle Isle Municipal Codes and Ordinances. According to available records, you are listed as an owner or other interested party regarding this property / vehicle. This Notice of Violation is submitted to you, requiring your cooperation in correcting the violations below.

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Code Section:	Corrective Action:	Compliance Due Date:
Sec 30-72	Move vehicle from designated no parking area. There are many signs in the area saying no parking. Owner was talked to on 6/23/2025 about parking where the vehicle is now. Told they could park a just down the road to prevent a violation.	July 31, 2025

Date	Fee/Payment Name	Fee Details/Notes	Fee/Payment Amount
07/25/2025	Fee	Parking by no parking sign.	\$150.00
07/31/2025	Fee	Parking by no parking sign.	\$150.00
Total Fees Due:			\$300.00

Failure to comply with this notice may result in prosecution before the Code Enforcement Special Magistrate.

If you have any questions regarding this matter, please do not hesitate to call me at 407-849-8450.

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Payment must be made within 30 days of the date on this citation. Failure to do so will result in a late fee of \$25

Sincerely,

Matthew Rabeau



Code Enforcement

Photographs

7/31/2025 Vehicle is still in violation

Hi my name is Angel Cabrera
My residence address 6657 The Landing Dr
Bells 32812 I will like to discuss
a parking ticket and talk about removing
the No parking signs out of the front of
my residence.

all
Cynthia &
Angel Cabrera

NOTICE OF VIOLATION

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue. Belle Isle, FL 32809

TRAN PHUOC HUU
5700 E COLONIAL DR
ORLANDO, FL 328073406

Case No: CE-25-0401
RE: 7307 LAKE DR
APN: 29-23-25-5884-17-010

RE: CODE VIOLATIONS at 7307 LAKE DR, APN#: 29-23-25-5884-17-010

Dear OWNER,

August 10, 2025

An inspection on August 10, 2025 resulted in apparent violations of code. In an effort to improve and restore the community, we are actively enforcing the Belle Isle Municipal Codes and Ordinances. According to available records, you are listed as an owner or other interested party regarding this property / vehicle. This Notice of Violation is submitted to you, requiring your cooperation in correcting the violations below.

Code Violation:	Code Section:	Violation:
Parking - Prepared Surface	Sec 30-73(a)	(a)Any motor vehicle when parked on residential property shall be parked on the driveway or on a solid surface specifically prepared for parking, pursuant to the requirements for such a surface as described in subsection 30-133(d). No motor vehicle shall be permitted to be parked on the right-of-way between the edge of the street and private property lines within residential areas.

Code Section:	Corrective Action:	Compliance Due Date:
Sec 30-73(a)	Remove the vehicle from the non-prepared surface. The property own has been warned and fined in the past for this same violation. No warnings are provided any longer.	August 10, 2025

Date	Fee/Payment Name	Fee Details/Notes	Fee/Payment Amount
08/10/2025	Fee	Multiple cars parked on the grass	\$750.00
Total Fees Due:			\$750.00

Failure to comply with this notice may result in prosecution before the Code Enforcement Special Magistrate.

If you have any questions regarding this matter, please do not hesitate to call me at 407-849-8450.

If there are fines attached to this citation you may pay at City Hall, 1600 Nela Avenue. Again, thank you for doing your part to maintain the preservation, welfare, and safety of the community as a whole.

30-76(b) Hearing request by person cited. Any person summoned by a parking violation citation, upon the payment of a fee of \$50.00 in cash, money order or cashier's check, may within five working days after issuance of the citation file with the city manager a written request for a hearing with the city manager.

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notification that imposes any fines or fees relating to a violation of the city's Code of Ordinances. The written request for appeal shall also be filed with the city's code enforcement department or its designees. The written request for appeal must contain a short statement of the grounds for the appeal. The special magistrate, exercising appellate jurisdiction over the matter, shall hear the appeal within 60 days after the filing of the written request for appeal and shall give notice of the hearing to the appellant and the city's code enforcement department or its designees. The appellant shall pay to the city a fee prescribed by the city commission to cover the administrative costs of such an appeal.

Payment must be made within 30 days of the date on this citation. Failure to do so will result in a late fee of \$25

Sincerely,

Matthew Rabeau

A handwritten signature in dark ink, appearing to read 'Matthew Rabeau', with a long horizontal flourish extending to the right.

Code Enforcement

Photographs



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8/15/25

To whom that may concern

We had a get together on 8/10/25 with a few friends and without my knowledge they bring some other friend that parked car on the grass in my property. I got the tickets before I realized those cars was there and it gave me no chance to move it out of the way or tell them to move the cars. I understand you gave me ticket for my truck but you put all 5 tickets on me, that was ~~was~~ not right. I did not know who those car are and who was owner. I shouldn't be charged for just some random cars parked in my property without my knowledge.

So I write this letter to appeal the fine you gave me because I feel like there is a "Hate" in this neighborhood. I saw car park on grass all the time even on some Belle Isle police's house too. It ~~doesn't~~ doesn't matter if they get a fine or not but the thing here is we don't know that people park there and we should not be responsible for that.

Thank you for your consideration.

Tina Nguyen

phanda030@gmail.com



CITY OF BELLE ISLE, FL
CITY COUNCIL 2ND BUDGET WORKSHOP & COUNCIL MEETING

a.

Tuesday, August 19, 2025 * 6:00 PM
MINUTES

Present was:

Mayor – Jason Carson
District 1 Commissioner – Frank Vertolli
District 2 Commissioner – Holly Bobrowski
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Bobby Lance
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Stan Smith
District 7 Commissioner – Jim Partin (conf)

Absent was:

1. Call to Order

City Manager Rudometkin called the workshop to order at 6:00 p.m.

City Manager Rudometkin, Attorney Langley, Chief Grimm, DC Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

City Manager Rudometkin announced that Mayor Carson will be joining the meeting shortly and that Vice Mayor Partin is attending via telephone. He said that since the mayor is not present, he asked for a motion to appoint a Council member who is present to run the meeting.

Comm Smith moved to appoint Comm Beth Lowell.

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

The Clerk confirmed the presence of a quorum.

2. 2nd Budget Discussion FY 2025-2026 – V3.081425

Vice Mayor Lowell opened the Budget presentation and discussion.

City Manager Rudometkin provided the updated draft budget V3.081425 for discussion.

CM Rudometkin said he and some of the Council recently attended the Florida League of Cities (FLC) Conference, where one of the main topics was property tax reform. The handout provided outlines five initial proposals currently being discussed at the state level. Governor DeSantis and his administration are exploring significant changes to Florida's property tax structure, including increasing or replacing the homestead exemption, and possibly eliminating property taxes altogether. The Florida League of Cities strongly opposes eliminating property taxes due to the heavy impact it would have on municipal and county revenues, especially ad valorem taxes, which are vital to cities like Belle Isle. These changes are not expected to reduce funding for local governments. While no decisions have been made yet, something is likely to happen in the upcoming legislative session sometime in January. We'll need to closely monitor how these proposals evolve, as they could significantly impact Belle Isle's financial stability and budget planning.

CM Rudometkin stated the city is facing a potential shortfall in revenue, which may require drastic budget cuts or a significant increase in the ad valorem millage rate if not addressed. Given the ongoing risk of state-level property tax reform, he spoke on the importance of staying ahead of potential financial impacts from the state, including the 0.6 millage rate for fire services, which is for replacing existing services, not adding new ones. The Budget Committee's recommendation stands. He spoke on the changes reflected in the latest draft budget, which include an increase of \$577,000 due to updated actuals, a revised fund balance from \$3 million to \$3.9 million, and an increase in healthcare premiums of nearly 20%. The staff proposes that the city cover the \$11,000 increase in employee premiums to offset the burden, ensuring staff still see the benefit of their 4% COLA. Other Additions are the \$7,000 for migrating Laserfiche records management to the cloud and the \$1,500 to cover costs for hosting an upcoming Tri-County meeting in October.

Mayor Carson joined the meeting.

Comm Vertolli raised concerns about the proposed 19% increase in employee healthcare costs. He acknowledged the importance of supporting staff and providing healthcare, but questioned whether the city is responsible for covering the full increase, especially since there was a recent bump in employee benefits. Comm Vertolli said he is not opposed to helping employees but suggested the city may need to be more cautious with spending, as all costs ultimately come from taxpayers. He said he has a hard time explaining to the residents why we have this surplus that brings us over 25% which he believes is too much. Now we're asking for an increase. Discussion ensued.

Commissioner Lowell asked if the city could go out for bid for new healthcare options. City Manager Rudometkin responded that while it's possible and they are open to exploring alternatives, switching providers can be risky. New plans lack historical data, which may lead to low initial rates but significant increases in the second year. For now, they plan to review options and go out for bid for the following year. CM Rudometkin said that some cities are considering increasing the city's contribution toward dependent coverage as a way to retain employees, especially if budget constraints are tightened due to potential property tax reforms.

Commissioner Bobrowski acknowledged that covering the 19% healthcare increase is a good employee retention tool, but suggested a more balanced approach. She proposed reducing the COLA (cost-of-living adjustment) from 4% to 3%, aligning it with the Social Security increase, to help offset the healthcare cost without significantly impacting the budget. She said that while the Budget Committee focuses on city operations, commissioners are accountable to the citizens and must be cautious with tax-funded expenditures, especially if a millage rate increase is being considered. She said she was seen as nitpicking for scrutiny of small expenses, noting that even minor savings matter to taxpayers and reflect real-life impacts. She supports healthcare coverage but would like to see a more conservative budget approach.

CM Rudometkin explained that the city has been fiscally conservative, budgeting revenue cautiously and often ending the year with surpluses, which are returned to the unrestricted fund balance. This approach helps avoid annual millage increases, unlike other municipalities that raise rates yearly to cover rising costs. He said that maintaining a 20–25% unrestricted fund balance is not excessive, especially considering unexpected expenses like the \$650,000 fire services increase from Orange County, which the city had to cover from savings. While he understands resident concerns, he emphasized that maintaining a healthy reserve provides financial flexibility for future capital improvement projects and emergencies.

Maor Carson said the city needs to stop delaying essential infrastructure projects, particularly road paving, citing repeated concerns from residents in deteriorating neighborhoods. He acknowledged the importance of being sensitive to taxpayers; however, he stressed that putting off capital improvements only makes them more expensive over time. He said that investing in infrastructure like roads and sidewalks not only benefits residents but is necessary to maintain the city's livability and safety. He noted that without external funding like ARPA or a willingness to consider modest increases, the city risks falling behind on essential needs. He further expressed support for the residents and the importance of being proactive in the city's needs.

Vice Mayor Partin said it is challenging to decide on a tax increase, but believes some level of increase is necessary, especially after not raising rates for over 16 years, which was a disservice to the people because now we are trying to make up for something that we just got hit out of nowhere. He agreed that the changes were housekeeping updates and thanked staff for clarifying his questions.

Comm Lance noted that he believes the city needs to increase somewhat until we see what the State is going to do, then we can readress next year and be ready and go a little further. However, he does not want to be the city that increases its budget every year.

Comm Smith thanked the Budget Committee and city staff for their hard work, noting that revenues have exceeded expectations. However, he acknowledged that the city has done a disservice by not gradually increasing rates over time, which has now put them in a difficult financial position. While he is unsure if a 5–6% increase is the right number, he supports some level of increase, warning that continued delays will eventually require a much larger hike at a worse time. Despite being on a fixed income, he is willing to contribute more for the long-term benefit of the city.

Discussion ensued, and CM Rudometkin said the city's fire service costs have increased significantly, rising from \$1.6 million five years ago to nearly \$3 million now, an increase of about \$1.3 million. This increase is tied to the city's appraised property values and represents a substantial growth in expenses over the past several years.

In conclusion, Mayor Carson asked Council to have an open discussion and seek consensus before the first public hearing on September 16, which will help streamline the process and avoid delays; Council consensus was between 4.78 and 5.0. CM Rudometkin said the current proposed budget is based on a 5.000 millage rate, which provides the necessary revenue to replace the fire increase. Any reduction below this rate would result in a revenue shortfall that our unrestricted fund balance must cover and could impact our budget moving forward. He noted that at the second budget hearing, the final millage rate and budget do require a unanimous vote. Council discussed that they do not believe it is necessary to send this matter back to the Budget Committee.

3. Adjournment of Budget Workshop

There being no further business, Mayor Carson called for a motion to adjourn the Budget Workshop, which passed unanimously at 6:57 pm.

1. Call to Order

Mayor Carson called the meeting to order at 7:00 p.m., and the Clerk confirmed the presence of a quorum. City Manager Rudometkin, Chief Travis Grimm, Attorney Langley, DC Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to Flag

Comm Vertolli gave the Invocation and led the Pledge to the Flag.

3. Public Comments & Announcements - na

4. Presentations

The Mayor opened for presentation by Tammy Campbell from McDirmit Davis on the FY2024/2025 Financial report. Ms. Campbell provided a summary of the Fiscal Year 2024/2025 Financial Statement Audit. She reported that the audit resulted in an unmodified opinion, indicating that the financial statements present fairly, in all material respects, the financial position of the entity. She reviewed the Report on Internal Control and Compliance as well as the Management Letter, noting that no current-year management comments were issued, and a new disclosure required by state regulations regarding PACE programs was included in the Management Letter. Ms. Campbell also gave a brief overview of the City's compliance with Florida Statutes on investment practices and summarized the required communications from the auditors. She concluded by stating that no issues were identified during audit testing.

5. Consent Items

- A. Approval of the City Council Meeting Minutes – August 5, 2025
- B. Approval of McDirmit Davis Engagement Letter – September 30, 2025
- C. July 2025 Monthly Reports

Mayor Carson called for a motion to approve the consent items

Comm Vertolli moved to approve items A and C as presented.

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

6. Unfinished Business

a. 3904 Arajo Condemnation Update

City Manager Rudometkin provided an update regarding the property 3904 Arajo Court, which is currently under consideration for condemnation due to ongoing maintenance and code compliance issues. CM Rudometkin reported that no significant progress has been made on the property. The lawn remains overgrown, and the roof is still in poor condition. He has made multiple outreach attempts to involved parties, including Jeff Giles, Bernard, a volunteer assisting with yard maintenance. Ms. Lizar, the property owner, was reached by phone and shared that she is experiencing personal and financial hardships, including a reported theft from her bank account and difficulties accessing retirement funds. She attempted to pay \$2,700 in property taxes, but the payment was returned because it was insufficient. The total amount owed, including penalties and fees, is estimated at \$7,000–\$8,000. She expressed concern that the property might be subject to demolition due to a potential tax lien sale; however, CM Rudometkin clarified that the City's condemnation process remains in place and is not being overridden. Ms. Lizar has committed to attending the September 2, 2025, Council meeting to address the Council directly. CM Rudometkin requested that the Council postpone further action for two weeks to allow the owner the opportunity to appear and present her plans. City Council shared their concerns with safety liability and time already granted to the homeowner.

After discussion, Council made a consensus vote as requested, which passed 6:1 with Comm Shuck nay.

7. New Business

a. Discussion on Potential Cost Savings to Align Belle Isle Elections with Orange County

City Manager Rudometkin opened the discussion on the potential for aligning Belle Isle's municipal elections with Orange County's election cycle, primarily as a cost-savings. He thanked the City Clerk for providing background research and distributed information to Council in advance. Currently, Belle Isle holds and funds its own municipal elections. For this year, the City budgeted \$30,000 for elections. While the actual cost was lower last year due to the use of only one polling place, costs could increase in the future. Aligning Orange County could reduce or eliminate many expenses, as the County would provide election machines, staff, and polling locations. However, several important challenges and considerations were discussed, including aligning with the County would require changes to the City Charter, including the timing of elections and the term lengths from three years and staggered to four-year terms and non-staggered elections; Redistricting impact to realign voting precincts with those used by Orange County; Ballot placement and turnout concerns. Some council members pointed out that Belle Isle voter turnout is already low, and those who do vote tend to be informed and engaged, regardless of ballot position. Some members supported moving forward to avoid increasing election costs in future years; however, discussion ensued on the caution that Orange County could later introduce charges for administering municipal elections, negating any initial savings. Currently, three-year terms are difficult to fill; longer commitments may further discourage candidates from applying. Council discussed achieving long-term savings, suggesting the City "pull the band-aid off" now and make the change despite the initial effort required, and in opposition, that the benefits do not outweigh the downsides, citing the need for charter changes, potential costs from the County, and reduced local control. Following the discussion, the City Manager recommended that, before significant time and resources are invested into further research, the Council take a formal vote to determine whether there is consensus to pursue the alignment initiative further.

After discussion, Comm Lance moved that this may be revisited in the future, but would like to be prudent and leave the election cycle as it is currently.

Comm Smith seconded the motion, which passed 6:1 with Comm Bobrowski, nay.

b. Discussion on Reducing the Number of Voting Memembrs from 7 to 5 Commissioners

City Manager Rudometkin introduced the discussion requested by Commissioner Bobrowski, regarding a potential charter amendment to reduce the number of city commissioners from seven to five. Staff outlined procedural requirements, including legal review, redistricting, public notification, and a voter referendum. City Attorney Langley explained that any change would need to take effect after April 2027 to avoid shortening current commissioners' terms. Commissioner Bobrowski supported the reduction, citing low civic participation, potential cost savings, and the desire for broader candidate eligibility. She also suggested switching to at-large representation rather than district-based seats. Commissioners Smith, Lance, and Vertolli expressed concerns about losing geographic representation due to the city's unique layout. They noted that seven commissioners offer broader perspectives and oversight, with the necessary additional cost.

Council members discussed pros and cons, including voter turnout, representation, cost savings, and administrative impacts. The City Manager requested direction from Council on whether staff should develop a more detailed plan for potential consideration.

After discussion, Comm Smith moved to leave the districts as it is currently.

Comm Lance seconded the motion, which passed 6:1 with Comm Bobrowski, nay.

8. Attorney's Report

Attorney Langley provided an update on the ongoing Quevedo litigation, noting that two related cases remain pending. The matter stems from a denied lot split application, which led to multiple filings by the petitioner. The City filed motions to dismiss each time, and the courts have rejected all complaints to date, with some granted leave to amend. The petitioner has also filed a second lawsuit in the same county, which is likely to be dismissed. The appellate court previously agreed with the City's position, indicating that the petitioner's legal approach was improper and that the appropriate remedy would be through an appeal. No proper appeal has yet been filed, and the case remains open. Commissioner Partin questioned whether the repeated filings were to pressure the City and if we were able to recover attorney fees. The City Attorney declined to speculate on motive but confirmed the litigation has not advanced substantively. Attorney Langley said this type of lawsuit does not allow for recovery of attorney's fees by either party.

9. City Manager's Report

a. City Manager's Report

City Manager Rudometkin provided the City Manager Work Plan. He thanked the Council for their support during his leave of absence. He reported that he continues to discuss with KPMG the Hurricane Ian reimbursement, stating they are still requesting new documentation. He is working with the City Attorney to update a contract for the Lancaster House lease and

continues discussions with our Lobbyists, Gray Robinson, on contract renewal. The staff will be re-submitting the grant to Governor Soto's office.

b. Chief's Report

Chief Grimm provided and reported the agency's Stats. He noted the following,

- 90 boating citations, 1 Baker Act, five parking violations, 72 traffic warnings, 262 traffic citations, eight trespassing reports, and 27 supplemental reports.

c. Public Works Report

Phil Price reported the following,

- Provided a brief update on Public Works activities, including sidewalk repairs and hurricane prep
- Spoke with HOA regarding Lake Conway Lift Station project starting September 1.

10. Mayor's Report

Mayor Carson provided an update on the Florida League of Cities (FLC) Annual Conference, noting that the sessions covered a range of topics, including regulation of e-bikes and scooters, with many cities seeking effective solutions. Some smaller municipalities are shifting funding from lobbying to grant writing to better secure project funding, including a course at UCF, to help support potential city initiatives.

11. Commissioners' Report

- Commissioner Smith and Comm Vertolli also spoke of the FLC Annual conference and shared that other cities are struggling with volunteers on the commission and boards.
- Council thanked their fellow commissioners and staff for their appreciation of being able to work together.

12. Adjournment

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

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

Meeting Date: September 2, 2025
To: Honorable Mayor and City Council Members
From: Staff
Subject: Surplus Request for Office Equipment

Background:

The following equipment is either outdated or no longer functioning due to updates.
 We request authorization to sell the items at a minimum cost or surplus the following items:

- iPhone 12 – Serial Number DX3JK35S0DXP
- iPhone 12 – Serial Number H4YJHGD00DXP
- iPhone 12 – Serial Number DX3JK6LG0DXP
- iPhone 12 – Serial Number DX3JK2MQ0DXP
- iPhone 13 – Serial Number V9122W6DHD

In accordance with Section 2-223, if the property has been determined to be surplus and of some commercial value, but such value does not exceed \$100, the city manager shall dispose of such property in any reasonable manner which the city manager, in the city manager's sole discretion, determines will bring the greatest price.

Staff Recommendation and Council Discussion Points:

Staff recommends approval to surplus the depreciated/outdated equipment.

Suggested Motion:

"I move to approve the surplus of equipment in accordance with the recommendation and Section 2-223 BI City Code.

Alternatives: Council discussion.

Fiscal Impact: There will be no immediate fiscal impact. Any future financial considerations will be addressed as needed.

Attachments: N/A

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

Meeting Date: September 2, 2025

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: 3904 Arajo Court Condemnation and Demolition and Owner Update

Background:

The City of Belle Isle has issued a condemnation order (Official Records Document #20240601626, recorded October 22, 2024) for the property located at 3904 Arajo Court, Belle Isle, FL 32812-2801 (Orange County Tax Parcel ID: 20-23-30-1646-01-050). The residential structure upon the property has been approved to be demolished by the City and a lien placed against the property for the expenses incurred.

There has been no activity.

Staff Recommendation:

No recommendation

Suggested Motion:

None at this time.

Alternatives:

Change direction and move forward with demolition

Fiscal Impact:

\$19,800.00 for the project if it is demolished plus the attorney fees. This is not budgeted.

Attachments:

N/A

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

Meeting Date: September 2, 2025

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: JJ's 2025 Request for a Solid Waste Tipping Fee increase of 12%
from Orange County

Background:

JJ's is requesting a 12% increase for Tipping Fees that were increased by Orange County this FY 2025/2026. The request came to us on August 15, 2025.

Their current contract states: *The contractor may submit a written request for modification to fees on or before July 1st of that year. If contractor fails to submit a written request for modification to rates on or before July 1st contractor waives the right for a modification to rates.*

Staff Recommendation:

No recommendation

Suggested Motion: **I move to -----**

Alternatives: N/A

Fiscal Impact: An increase to the current budgeted contracted amount.

Attachments:

Orange County Disposal Rate Increases
JJ Contract



September 1, 2025

Dear Valued Customer:

On August 8, 2023, the Board of County Commissioners approved disposal rate increases for the Orange County Landfill and transfer stations. The next scheduled rate adjustment will take effect on October 1, 2025.

Fee Category	Description	Landfill	Porter Transfer Station	McLeod Road Transfer Station
Class I	Garbage, putrescible waste (Class I)	\$54.20/ton	\$54.20/ton	\$54.20/ton
Class III Construction & Demolition Debris (C&D)	Clean fill, asphalt, broken concrete, wood, nonputrescible or water soluble waste, furniture, etc. (Class III)	\$41.10/ton	Only accepted at the Landfill	Only accepted at the Landfill
Yard Waste	Vegetative landscape materials including tree and shrub clippings, etc.	\$46.80/ton	\$54.20/ton (accepted only on Saturdays)	\$54.20ton (accepted only on Saturdays)
Asbestos (by appointment only)	Must be packed according to FDEP and Orange County specifications	\$178.00/ton	Only accepted at the Landfill	Only accepted at the Landfill
Waste Tires	More than 8 passenger tires, any number of light truck (LT) and other tires, or mixed tire loads	\$239.00/ton (loads of 25+ tires only accepted at the Landfill and require a one-time variance or waste tire transporter license issued by Orange County)	\$239.00/ton (fewer than 25 passenger tires accepted; no large or off-road)	Not accepted at this time
Waste Passenger Tires	Maximum of 8 passenger tires	\$2.00 each	\$2.00 each	Not accepted at this time

The minimum charge for all vehicles will remain at \$9.00. Material delivered to the transfer stations will be charged the Class I rate. Uncovered loads will be charged at a double rate.

If you have any questions, please contact DeMarcus Oliver at 407-836-6659 or Demarcus.Oliver@ocfl.net.

Sincerely,

David Gregory, Manager
Solid Waste Division

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This Solid Waste and Recycling Services Agreement ("Agreement") is entered into on this 30th day of September, 2019, between the City of Belle Isle, a Florida municipal corporation whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 ("City"), and JJ's Waste and Recycling, LLC ("Contractor"), a limited liability corporation, whose address is 3905 El Rey Road, Orlando, Florida 32808. Sometimes, herein, the City and Contractor shall be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services ("the RFP"); and

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

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

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

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

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

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

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

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

1. DEFINITIONS:

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

- 1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is Collected within the City pursuant to this Agreement.
- 12. **Agreement:** Agreement shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor and executed by the Parties.
- 13. **Agreement Year:** Agreement Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

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

accordance with this Agreement.

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

the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.

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

138. **Medical Waste:** Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in state law, as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5).
139. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste collection via Dumpster or Roll-off.
140. **Party:** Party shall mean Contractor or City.
141. **Process or Processed or Processing:** Recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets. Recovery of Program Household Hazardous Waste and Electronics, treatment of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.
142. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by the Contractor.
143. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.
144. **Program Recyclable Materials:** Program Recyclable Materials shall include those Recyclable Materials listed in Orange County Think 5 Program for Recycling:

The definition for Program Recyclable Materials will be updated based on the Orange County Think 5 Program.
145. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials.
146. **Recyclable Material:** Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
147. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is,

composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

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

material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

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

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

sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

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

2. **GRANT OF EXCLUSIVE FRANCHISE:**

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

- a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units;
- b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- c) Collection and Disposal of Solid Waste for Commercial Service Units except for roll-off services; and
- d) Collection and Disposal of Yard Waste.

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

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

3. **TERM:**

- 3.1 **Initial Term:** Unless sooner terminated in accordance with the Agreement, the initial term of this Agreement shall commence October 1st, 2019 at 12:00 AM, Eastern Time, ("Commencement Date") and shall continue in effect until September 30th, 2024 at 11:59 PM, Eastern Time.

- 3.2 **Optional Renewal Terms:** The parties may renew this Agreement for up to three (3) additional one (1) year optional renewal terms by mutual agreement in writing. The City must advise the Contractor at least nine (9) months from expiration of the initial term or a renewal term. If Contractor does not agree to the renewal within one (1) month of such notification, it will be assumed they do not agree. This provision in no way limits City's right to terminate this Agreement at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Agreement.

4. **RESIDENTIAL SERVICE UNIT COLLECTION:**

- 4.1 **Acceptable Solid Waste Collection:** Contractor shall Collect from each Residential Service Unit, each scheduled collection day, all Acceptable Solid Waste, including Yard Trimmings, contained in Solid Waste Bags and Cans and all Yard Trimmings contained in Yard Trimmings Bags, Bundles, and Cans.
- 4.2 **Program Recyclable Materials Collection:** Contractor shall Collect from each Residential Service Unit, on the Scheduled Collection Day such Residential Unit receives Solid Waste Collection, all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit's Recycling Cart per Scheduled Collection Day.
- 4.3 **Bulky Waste Collection:** Contractor shall Collect from each Residential Service Unit, one day per week on a Scheduled Collection Day, the greater of one item or two (2) cubic yards of Bulky Waste per Scheduled Collection Day. Contractor shall Collect additional Bulky Waste per request of a Residential Service Unit Customer.
- 4.4 **Program Household Hazardous Waste and Electronics Collection:** Twice each contract year the Contractor, in coordination with the City, shall conduct a one-day Program Household Hazardous Waste and Electronics Collection event developed by Contractor and approved by Contract Administrator. Contractor will be responsible for obtaining all permits and regulatory approvals.
- 4.5 **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor may provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).
- 4.6 **Provision of Service:** The residential services of the Contractor, and all labor, equipment and other matters required to provide said service, are agreed to be provided by Contractor for the monthly Base Fee identified in Exhibit "1."

5. COMMERCIAL SERVICE UNIT COLLECTION:

5.1 Acceptable Solid Waste Collection:

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

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

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

6. CITY SERVICES

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

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

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

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

7. EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTICTIONS:

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

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

8. COLLECTION LOCATIONS:

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

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

9. DISPOSAL AND PROCESSING SERVICES:

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

9.2 Processing of Contractor Collected Materials.

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

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

10. DISPOSAL AND PROCESSING LOCATIONS:

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

- a) Solid Waste to a Disposal Site;
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials; and
- c) Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall weigh, record, and tabulate materials from the City and other generators separately. Contractor shall test the scales as required by Applicable Law.

11. PROCESSING REQUIREMENTS:

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

12. ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS

City reserves the right to add other Recyclable Materials to the program or delete Recyclable Materials from the program if the Parties agree it is economically and technically feasible. An increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule

by an amendment to this Agreement executed by the Parties.

13. COMMINGLING OF MATERIALS PROHIBITED:

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

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

14. DISPOSAL OF PROGRAM RECYCLABLE MATERIALS:

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

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

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

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

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

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

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

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

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

16. RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:

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

17. HOURS OF OPERATION AND HOLIDAYS:

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

18. DAMAGE TO PROPERTY:

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

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

19. COMPLAINTS AND OFFICE:

19.1 Complaints: Customer complaints shall be directed to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and

hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

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

20. EQUIPMENT AND LABOR:

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

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

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

All Collection vehicles used in performance of the obligations herein created shall be less than ten (10) years old and clearly marked with the Contractor's name, telephone number, and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat and sanitary condition and are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Contractor agrees to collect all municipal solid waste using refuse bags, receptacles, containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair, and good and clean appearance. Contractor further agrees to use collection vehicles which are water

tight with a tight cover to prevent offensive odors from escaping and garbage from being scattered. Collection vehicles shall be of 30 cubic yard size or smaller, so as to minimize damage to City streets.

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

21. SPILLAGE AND LEAKAGE, LITTER, AND ODOR

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

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

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

22. RECORDS AND REPORTS:

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

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

23. INSPECTION RIGHTS:

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

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

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

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

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

25. BILLING:

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

25.2 City shall provide billing and bill Base Services for Residential Service Units during the term of this Agreement. Contractor shall provide billing and bill services for all services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulky Waste services and Roll-off Services.

25.3 Contractor shall bill City and Customers in accordance with Agreement and the then-current rate schedule as reflected in Exhibit "1." Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Agreement.

25.4 Within thirty (30) calendar days of receiving the list provided by the City, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment, less any Billing fees, Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Agreement, for services rendered by Contractor to Residential and Commercial Cart Service Units within thirty (30) calendar days after receipt of invoice.

25.5 Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to the City payment for any Franchise Fees, and other payments in accordance with this Agreement, for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

26. MODIFICATION TO RATES:

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

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

26.1 Base Rate Adjustment. Contractor shall attempt to maintain rates herein during the term of this Agreement. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth, and adjusted for the next fiscal year, as follows: For the annual periods of this Agreement, the Contractor shall adjust rates reflective of the Consumer Price Index ("CPI-U") Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor for the immediate preceding 12-month period. Commencing October 1, 2020, and thereafter annually, on the anniversary date of this Agreement, both residential and commercial collection rates shall be adjusted to reflect changes in CPI for the preceding calendar year using May's CPI numbers. Any increases in rates shall be capped annually at the amount of the increase in the CPI or three percent (3%), whichever is lower; such cap shall be calculated separately for residential and commercial rates. CPI can increase/decrease each year. If there is a decrease in CPI, Belle Isle can request for a reduction in rates. However, if there is an increase in CPI, the vendor can request a change in rates providing evidence in a letter to the City of Belle Isle. If a CPI adjustment is not requested by May 31st each year, the rate adjustment for that particular 12-month period shall be deemed **waived** and shall not be taken into consideration in the future rate adjustments. The City, upon receipt of the rate adjustment, shall ratify all rate adjustments by resolution within 15 days of the CPI increase notification.

26.2 Pass-through of Increased Governmental Costs or increased Landfill Disposal Costs. The Contractor may request and City will approve an increase in the monthly rate

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

27. LICENSE AND TAXES:

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

28. COMPLIANCE WITH LAWS:

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

29. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have all rights and remedies available to it under Florida law to collect delinquent payment of fees by City and/or Commercial Service Unit Customers.

30. ADMINISTRATIVE CHARGES:

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer

damages which are difficult to determine and adequately specify.

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

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

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

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

31. TERMINATION:

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

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

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

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

32. DISPUTE RESOLUTION:

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

33. FORCE MAJEURE:

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

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

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

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

34. PERFORMANCE BOND:

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

35. INSURANCE:

- 35.1 No Insurance Provided by City:** Contractor shall be solely responsible for any and all insurance coverage required under the terms of this Agreement and for any additional insurance that Contractor deems necessary. City does not, shall not, and shall not be required to carry insurance policies providing coverage for or on behalf of Contractor.

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

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

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

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

30 day termination notice to additional insureds endorsement required.

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

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

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

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

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

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

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

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

- a) Each policy shall apply separately to each insured against whom a claim is made and suit is brought, except with respect to the limits of the insurer's liability;
- b) Each policy except Workers' Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be

suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after twenty (20) calendar days' prior written notice by certified mail, return receipt requested, has been given to City. Workers' Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten (10) calendar days' prior written notice by certified mail, return receipt requested, has been given to City;

- c) City shall retain the right at any time to review coverage, form and amount of insurance;
- d) The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Agreement;
- e) Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy;
- f) Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of no fewer than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year;
- g) Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Agreement, as well as City's Agreement and description of work, are to be received and approved by City upon execution of this Agreement by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work; and
- h) Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

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

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

36. INDEMNITY:

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

37. OWNERSHIP AND RISK OF LOSS:

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

38. SEVERABILITY:

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

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

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement shall

be in Orange County, Florida. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY. In the event any litigation or lawsuit is filed regarding this Agreement, the Parties agree that they shall be responsible for their own attorneys' fees regarding same except as otherwise set forth in this Agreement (i.e., indemnification, public records lawsuit).

40. MOST FAVORED NATIONS:

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

41. NOTICES:

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

If to the City, at:

City of Belle Isle
City Manager
1600 Nela Ave
Belle Isle, Florida 32809

If to the Contractor at:

JJ's Waste and Recycling

ATTN: Darrell Corbett

3905 El Rey Rd.

Orlando, FL 32808

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

42. DISCRIMINATION PROHIBITED:

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

43. NO CONTINGENT FEES:

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

44. CONFLICT OF INTEREST:

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

45. SUBCONTRACTORS:

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

46. ALL PRIOR AGREEMENTS SUPERSEDED:

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

47. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS:

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

48. INDEPENDENT CONTRACTOR:

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

49. EMPLOYEE STATUS:

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

50. PUBLIC RECORDS LAW:

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

51. SOVEREIGN IMMUNITY:

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

52. RIGHTS AT LAW RETAINED AND NON-WAIVER:

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

53. ARREARS:

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

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

54. EXPRESS WAIVER OF CONSEQUENTIAL DAMAGES:

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

55. NO LIENS.

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

56. PUBLIC ENTITTY CRIME:

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

57. HEADINGS:

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

58. NON-APPROPRIATION/NO PLEDGE:

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

59. FALSE CLAIMS:

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

60. ELIGIBLE DISASTER DEBRIS:

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

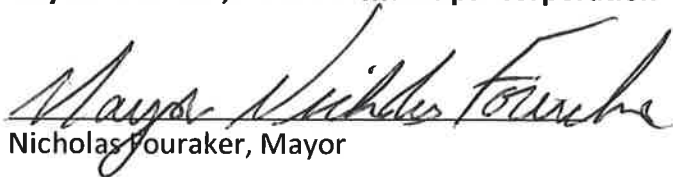
61. ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties hereto without the prior written consent of the other party and in such cases only by a document of


equal dignity herewith.

EFFECTIVE AS OF THIS 30th DAY OF September, 2019.

City of Belle Isle, a Florida municipal corporation


Nicholas Fouraker, Mayor

Date: 9-30-19

Attest: 
Yolanda Quiceno, City Clerk

CONTRACTOR

JJ's Waste and Recycling, LLC



By: Darren Corbett

Title: Vice President - North America

Date: 09/30/2019

CITY OF BELLE SLE, FLORIDA

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: September 2, 2025

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Discussion and Approval on Credit Card Options and Policy

Background:

We have checked with our bank regarding credit card/purchasing card options they offer. They have two cash-back cards but require either \$150,000/quarter or \$1mil/year. We do not spend enough to qualify for either of these. We don't come close to the minimum spend requirement.

We have **(3) options:**

- (1) Stay with the cards we have now earning gift-card rewards and put a policy in place as to how we can use the rewards.
- (2) Follow the competitive process and solicit for a card; or
- (3) Piggyback another entity using Bank of America or JP Morgan purchasing cards with no rewards or cash-back.

Staff Recommendation:

Stay with **Option 1** and use the cards we currently have and write a policy governing redemption and use of the rewards. *(We currently have 137,628 points and from what we see, the best option might be to redeem the points for \$100 Amazon gift cards @ 13,000/points each since we do make several purchases from Amazon that would be \$1,000 in Amazon gift cards).* We would track the use and make sure they are recorded correctly.

Suggested Motion:

I move to approve Option 1 and stay with the cards we have now earning gift-card rewards and authorize the city manager and finance director to put a policy in place as to how we can use the rewards.

Alternatives: Other options

Fiscal Impact: Will add revenue to expenditures

Attachments: N/A

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

Meeting Date: September 2, 2025

To: Honorable Mayor and City Council Members

From: Travis Grimm - Chief of Police

Subject: Approval to Accept Donations K-9 Fundraiser

Background:

The Belle Isle Police Department is participating in a K-9 calendar and magnet fundraiser in partnership with Law Enforcement Partners, a third-party organization specializing in public safety fundraising. This vendor has over 10 years of experience working with law enforcement agencies nationwide, providing customized fundraising materials such as wall calendars, magnets, and coloring books at no cost to the agency.

The vendor handles all outreach, production, and sponsorship efforts, and a portion of the proceeds will be donated to our K-9 program to support care, training, and equipment needs.

I visited the Law Enforcement Partners booth at the Florida Police Chiefs Conference in January 2025, where I confirmed their longstanding reputation and program details firsthand. While there was internal miscommunication regarding the campaign's launch timing, I want to assure Council that this is an entirely legitimate and authorized fundraiser.

The fundraiser is still in progress, and the final donation amount will be determined and disbursed once the campaign concludes.

Staff Recommendation and Council Discussion Points:

Staff recommends approval to **accept the future donation** from Law Enforcement Partners upon completion of the campaign and release of proceeds to the Belle Isle Police Department.

Discussion Points: N/A

Suggested Motion:

"I move to approve the acceptance of a future donation from Law Enforcement Partners in support of the Belle Isle Police Department K-9 program, with the understanding that the total donation amount will be reported to Council upon the fundraiser's conclusion."

Alternatives: N/A

Fiscal Impact:

- No cost to the City.
- The final donation amount is unknown; a report will be sent upon disbursement.

Attachments: None



Belle Isle Police Department

1521 NELA AVENUE
BELLE ISLE, FL 32809
PHONE (407) 240-2473
FAX (407) 850-1616

TO: Mayor and City Council

FROM: Chief Travis Grimm

DATE: August 26, 2025

SUBJECT: K-9 Magnet & Calendar Fundraiser – Public Communication & Donation Approval Request

Mayor and Council,

I wanted to provide an update and request formal approval regarding a K-9 fundraising campaign currently underway in the community.

Law Enforcement Partners, a third-party organization, is conducting a magnet and calendar fundraiser to support the Belle Isle Police Department's K-9 program. While there was some internal miscommunication regarding the timing of the launch, the program itself is fully legitimate and authorized.

I had the opportunity to personally visit Law Enforcement Partners' booth at the Florida Police Chiefs Conference in January 2025, where I reviewed their materials, confirmed their long-standing history working with law enforcement agencies across the country, and verified the structure and professionalism of their operation. The company handles all outreach, printing, and logistics at no cost to the City, and the department will receive a donation upon the campaign's conclusion.

To inform the public and prevent confusion, we have issued the following press release, which will be posted to the City's official website and Facebook page:

NOTICE: Community K-9 Fundraiser is Legitimate – Not a Scam

The Belle Isle Police Department would like to inform residents and supporters that a third-party organization, Law Enforcement Partners, has launched a magnet and calendar drive to help raise funds to support our K-9 program.

We understand that some residents may have been contacted before we had the chance to announce the initiative formally. While this fundraiser was initiated independently, we want to assure the community that it is 100% legitimate and authorized. Law Enforcement Partners has worked with police departments across the country on similar projects, and all proceeds from this program will go toward supporting the care, training, and equipment needs of our K-9 unit.

We appreciate the community's continued support as we work to build a stronger, safer Belle Isle one paw at a time.

"Excellence through Service."



Belle Isle Police Department

1521 NELA AVENUE
BELLE ISLE, FL 32809
PHONE (407) 240-2473
FAX (407) 850-1616

We will provide more information as we receive it. If you have any questions or would like to confirm any details, please contact the Belle Isle Police Department directly at (407) 240-2473.

We apologize for any confusion or inconvenience this may have caused and thank you for your understanding and continued support.

In conjunction with this notice, I respectfully request formal approval to accept the resulting donation from Law Enforcement Partners once the campaign is complete and proceeds are disbursed to the department.

Please let me know if you have any questions or want additional information for Council review.

Respectfully,

Travis Grimm
Chief of Police
Belle Isle Police Department Police Department

"Excellence through Service."

City Manager Work Plan:

- FY 25/26 Budget:

The budget committee has voted and approved the draft budget in its current form. They have also approved the 0.6 millage increase to replace the fire service increase. We are having our budget hearings on September 16 and 30.

- Lancaster House Carve Out:

Pioneer is on board to renovate this building and the surrounding area. We are working on a lease agreement that needs some changes. Finally, the renovation will begin soon.

- 3904 Arajo condemnation:

The delay of the approved demolition is still in place. The owner has problems securing funding. There is still no activity.

- Hurricane Ian:

KPMG and Florida DEP have responded with additional requests for documentation. We are looking into the request now.

- Revenue stream needs:

The Budget Committee has voted and approved that we need to replace revenue for the increased expenditure from the OCFD millage increase at 0.6. Stormwater increase will not happen this year. We will look at a fee increase for the following FY 26/27. The state may reform property taxes for homeowners. More to come.

- Annexation:

We are still working with Orange County to possibly put in place an agreement to help with future annexation possibilities to grow the footprint of Belle Isle. We have submitted a new annexation map to the county showing our wish list for annexation. We might have to go with involuntary annexation as there is no movement by the county.

- RFP's:

- Lobbying Services – out for request – August. Meeting with our current lobbyist at the end of August for discussion.
- IT Services – out for request – August. Meeting with our current IT company to talk about services and the RFP process will happen at the end of August.

- Purchasing Policy

Our purchasing policy is working now. We need to add purchase order language now to provide a better way of doing business. We are continuing to make changes and talking with staff on these changes. We will send this to our attorney to look at legal and state statute conditions/requirements after the additional language is put in.

- Property Acquisition/Municipal Complex

Some of the council has decided to walk away from the property and some have asked the CM to find out from Orlando and Bio-Tech some questions about the property. Can we lot split? Can we mitigate the wetlands a section at a time? What is the bottom-line price? We have a call in to discuss.

- Stormwater Grant:

This appropriation from Congressman Soto's office was vetoed for 2025. This is moving forward through the process in the state's budget for this next FY 2025/2026.

- Judge/Daetwyler Dr. Transportation Grant:

This grant is still moving through the application period. We are currently filling out the requirements as this is an involved process. Will meet with our engineer to discuss project at the start of this FY.

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

SOL Ave grant will be reimbursed hopefully by end of August/September of this year. We are providing the last payment request and docs.

- Hoffner Ave Traffic Improvements Grant:

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