



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall 1600 Nela Avenue, Belle Isle FL 32809

Held the 1st and 3rd Tuesday of Every Month

Thursday, November 05, 2026 * 6:30 PM

AGENDA

City Council

Mayor Jason Carson

Vice-Mayor – Comm Beth Lowell, District 5

District 1 Comm – Ed Gold | District 2 Comm – Holly Bobrowski | District 3 Comm – Karl Shuck

District 4 Comm – Bobby Lance | District 6 Commissioner – Christopher Oller

District 7 Commissioner – Jim Partin

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Karl Shuck, District 3
3. **Public Comments & Announcements** - Persons desiring to address the Council must complete and provide the City Clerk with 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**
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests, before the motion is voted on, that an item be removed from the consent agenda and considered separately.
 - a. Approval of the City Council Meeting Minutes - October 20, 2026
6. **Unfinished Business**
 - a. Update on Venetian Canal Dredging
 - b. Pine Castle Pioneer Days - Notice of Lease Non-Compliance – Improvements
7. **New Business**
 - a. Review and Approval to Extend Albert Moore's Tree Maintenance Services Contract
 - b. Approval of Interlocal Agreement Lake Conway Stormwater Retrofit Project-CON0460 Wallace St
 - c. Appointment of Tree Board Member Marilyn Montes
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**



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, October 20, 2026 * 6:30 PM
MINUTES

a.

Present was:

Mayor – Jason Carson
District 1 Commissioner – Ed Gold
District 2 Commissioner – Holly Bobrowski
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Bobby Lance
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Christopher Oller
District 7 Commissioner – Jim Partin

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Carson called the meeting to order at 6:31 pm, and the Clerk confirmed quorum. City Manager (CM) Rick Rudometkin, Attorney Langley, Chief Grimm, Public Works Director Phil Price, Code Compliance Officer Maureen McKuhen, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to the Flag - Comm Bobrowski led the invocation and Pledge to the Flag.

3. Public Comments & Announcements

Mayor Carson opened for public comments and announcements.

- Todd Zimmerman, residing at 6517 Cay Circle, shared his concerns regarding the City's building permit fees and recent changes to Florida law. He referenced House Bill 399, effective January 1, 2027, stating that fees associated with development permits and development orders must reasonably relate to the direct and indirect costs of reviewing, processing, and determining applications and may not be based on a percentage of construction costs or project valuation. Mr. Zimmerman expressed concern that certain provisions in the City's FY 2026–2027 Fee Schedule, particularly those referencing review fees calculated as a portion of the total construction value, may not be consistent with the new legislation. Based on his professional experience with building inspections and private providers, he encouraged the City to review its permitting fee structure to ensure compliance with state law.

There being no further comments, Mayor Carson closed the public comments section.

4. Presentations

- a. Special Events Calendar Updates – The members were not present to provide updates. CM Rudometkin stated that the items could be placed on the November 5, 2026, City Council agenda, if necessary.

5. Consent Items –

- a. Approval of the City Council Meeting Minutes - September 23, 2026
- b. Approval of the City Council Meeting Minutes – October 6, 2026
- c. September 2026 Monthly Reports: PD, Finance (<https://cleargov.com/florida/orange/city/belle-isle>), and OC Fire

Mayor Carson called for a motion to approve Consent items a-c.
Comm Lowell moved to approve Consent items a-c as presented.
Comm Lance seconded the motion, which passed unanimously 7:0.

6. Unfinished Business - na

7. New Business

a. Creation of Citizen Group Discussion

CM Rudometkin introduced a discussion about forming a Citizens Advisory Committee, noting the idea was briefly discussed in previous Council discussions about reviewing the City Charter and Code and encouraging greater resident involvement. He stated that he had discussed the concept with the Mayor as a potential way to involve residents in the review process. CM Rudometkin explained that the proposed Citizens Advisory Committee would include one resident selected by each Council member to represent their district during the Charter and Code review process. The representatives would participate in Council workshops and the planned retreat, provide input and ideas, help gather feedback from residents, and help communicate information throughout their districts. He clarified that the committee would be established specifically for the Charter and Code review. If approved by Council, staff would issue an electronic alert and coordinate preparations for the first Saturday workshop. Each Council member would be asked to submit their selected representative to the City Manager and City Clerk. Staff would then meet with the representatives to explain their responsibilities, provide copies of the Charter and Code, and encourage them to begin reviewing the documents and gathering input from residents.

Mayor Carson expressed support for establishing a Citizens Advisory Committee, with one resident from each district, to participate in the City's Charter and Code review process. He emphasized the importance of gathering resident perspectives and ensuring potential changes reflect the community's needs and concerns. Mayor Carson noted that, although Council members communicate with their constituents, residents may identify concerns or issues that Council has not considered. He emphasized that the review would be an involved process and that residents' participation could provide valuable insight and help Council consider each district's needs.

Vice Mayor Lowell expressed support for the proposed Citizens Advisory Committee, noting that it would give residents an opportunity to get involved without a long-term commitment. She hopes multiple residents would be interested in participating and asked how representation would be handled if a district did not have a volunteer, including whether another district could appoint a second representative or whether that district would remain unrepresented.

CM Rudometkin clarified that the recommendation was for each Council member to select a resident from their district, even if no volunteers initially came forward. He suggested considering residents who have previously expressed interest in City matters or who may be interested in serving on a City board, committee, or Council in the future, as participation would provide an opportunity to become familiar with the process. He emphasized that staff recommended maintaining one representative from each district to ensure equal representation, although Council could consider an at-large approach or another structure if desired.

Mayor Carson further explained that the recommendation for one representative from each district was intended to ensure balanced representation, recognizing that some districts are more vocal and actively engaged than others. He noted that the committee would promote transparency and greater community involvement by allowing residents to participate in the Charter and Code review discussions without making the full commitment required of an elected official. He emphasized that the goal was to give residents an opportunity to understand and contribute to the process, rather than having Council members conduct the review alone.

Comm Bobrowski suggested issuing an e-let system to inform residents about the proposed Citizens Advisory Committee, including a description of its purpose and the names and contact information of Council members for residents interested in participating. She noted that commissioners may not personally know every

resident in their district and asked whether the committee would have a minimum residency requirement for participation. She supported the proposed committee and suggested that, although each district would have only one appointed representative, other interested residents could still participate by discussing issues and sharing their perspectives with that representative. The representative would then serve as the district's spokesperson during committee meetings, helping ensure that a broader range of resident concerns and ideas were considered throughout the Charter and Code review process.

CM Rudometkin clarified that each Council member would select their district representative directly, without a formal application process. He explained that interested residents could contact their commissioner following the City's electronic notification, and commissioners could meet with interested individuals before selecting one representative. Other interested residents could continue participating by sharing their input with the selected representative.

Comm Gold said each Council member should have the discretion to select their district representative and set any qualifications or criteria they consider appropriate, including residency requirements. He encouraged commissioners to prioritize selecting a resident from their own district, while suggesting some flexibility to consider a qualified resident from another district if no suitable representative could be identified. He also encouraged Council members to seek input from additional interested residents, neighborhood groups, and homeowners' associations, noting that representatives could consult with others to gather broader community perspectives. He referenced the early development of the Budget Committee as an example of residents working together to provide valuable input.

Comm Partin asked who would lead and coordinate the proposed Citizens Advisory Committee and whether its members would independently recommend Charter and Code changes or review specific areas identified by Council. CM Rudometkin explained that the committee was intended to serve as an informal resource for Council members, rather than operate under a rigid structure. Each commissioner could direct their selected representative to review the Charter and Code, gather feedback from district residents, and offer recommendations or concerns for Council consideration. Representatives would also participate in Council workshops and discussions to share perspectives gathered from the community.

CM Rudometkin confirmed that he would guide the representatives, communicate meeting dates, explain their roles, and remain available to answer procedural questions. He emphasized that the overall goal was to encourage community input and provide Council with additional perspectives to support meaningful discussions during the Charter and Code review process.

Vice Mayor Lowell asked about the anticipated duration of the Charter and Code review process, including how frequently the committee would meet and the overall time commitment expected of participating residents. CM Rudometkin said that the process would begin with an initial workshop or City Council retreat.

CM Rudometkin explained that the Charter and Code review process would begin with an informal Saturday workshop or Council retreat, with participation from Council members and the selected citizen representatives. He said staff would prepare an outline to guide discussions, beginning with the City Code, particularly Section 50 on canopy regulations, because Council previously granted temporary enforcement relief. The Charter review would follow. He noted that the review would be an extensive process and that the frequency and scheduling of future meetings would be determined during the initial workshop, taking participants' availability into consideration. He emphasized that the goal was to thoroughly review the regulations and consider recommendations without imposing an unnecessarily rushed timeline.

Chief Grimm reported that he had contacted a local hotel willing to donate a meeting room on a Saturday for the workshop. The hotel requested advance notice of the proposed date to accommodate its scheduling needs.

During discussion, Council suggested providing citizen representatives with specific sections of the Code to review rather than expecting them to evaluate the entire document at once. Mayor Carson supported this approach, suggesting that Council members and their representatives could divide sections for review and bring

recommendations for potential language changes back to the full Council. Comm Gold requested clarification regarding whether the committee would review the Charter or the entire City Code. Staff clarified that both would be reviewed, beginning with the Code to address the time-sensitive canopy regulations, followed by the Charter. Council also discussed the distinction between Code amendments, which do not require voter approval, and Charter amendments, which require a referendum. Comm Gold suggested that Code reviews could become a regular process, potentially annually, while other members recommended first evaluating the effectiveness of the initial review.

There being no further discussion, Comm. Bobrowski moved to approve establishing a citizens committee for charter and code review.

Vice Mayor Lowell seconded the motion, which passed unanimously 7:0.

b. Approval of Waltham Avenue Resurfacing

- c. Resolution 26-20: A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, PROVIDING AN EFFECTIVE DATE.
CM Rudometkin introduced the Waltham Avenue Resurfacing Project, which includes resurfacing and curbing improvements between Hansel Avenue and Randolph Avenue. He explained that funding had been included in the FY25/26 budget; however, the project did not proceed before September 30, 2026, because the required City Council purchasing authorization had not been obtained. He noted that the unused appropriation would not automatically carry forward into FY26/27. Instead, the unspent funds would become part of the City's ending fund balance and subsequently its beginning fund balance for the new fiscal year. A separate resolution was proposed to appropriate \$66,000 from available fund balance to fund the project, with the beginning fund balance to be updated once the prior fiscal year's financial results were finalized.

Public Works Director Phil Price explained that the proposed Waltham Avenue resurfacing project would cover the section between Hansel Avenue and Randolph Avenue. Rather than issuing a separate Request for Proposals, staff recommended piggybacking on an existing Seminole County contract with Middlesex Paving. He noted that the approximately \$52 million county contract would allow the City to benefit from established pricing for its smaller resurfacing project. He further stated that the City has utilized piggyback purchasing arrangements for other projects and requested Council approval to proceed using this method.

Comm Bobrowski shared her concern regarding the timing of the Waltham Avenue resurfacing project in light of the potential sale of the former Pine Castle Elementary School property to Cornerstone Charter Academy. She asked whether future construction activities could damage the newly resurfaced roadway or curbing and suggested it may be prudent to delay the project until the property's ownership and construction plans are determined.

Mr. Price acknowledged the concern but said that Waltham Avenue is in poor condition, with ongoing complaints regarding potholes and roadway deterioration. He said delaying the project would require continued spending on temporary repairs. He suggested that Council could consider imposing conditions on any future construction approvals for the former Pine Castle Elementary School property, requiring the developer to mill and resurface the roadway rather than simply patch damaged areas if construction activities caused damage to the newly improved street. He also noted that Randolph Avenue could potentially serve as an alternative construction access route. Comm Bobrowski asked whether similar conditions had been imposed during construction affecting Fairlane Avenue; Mr. Price stated that, to his knowledge, they had not. He said that he was not employed by the City when that project began.

Attorney Langley stated that the City's ability to impose conditions related to roadway damage would depend on the type of development application submitted. He explained that a building permit generally cannot be conditioned on roadway maintenance requirements, and the City cannot ordinarily restrict public use of a roadway. However, if the proposed development requires site plan review, the City may have an opportunity to establish conditions regarding construction access and negotiate appropriate measures with the developer.

These could include a maintenance fund or other financial guarantee to address potential roadway damage resulting from construction activities.

Comm Bobrowski asked if there is potential liability associated with the condition of Waltham Avenue. Attorney Langley explained that municipalities generally have sovereign immunity protections; however, liability could arise if the City had knowledge of dangerous roadway conditions and failed to take reasonable corrective action. He noted that the extent of any liability would depend on the circumstances and the severity of the condition, and that engineering staff is better positioned to assess roadway safety. Mr. Price confirmed that Waltham Avenue has existing pavement issues requiring attention, and that delaying the resurfacing project would require the City to spend additional funds on interim repairs.

Comm Partin asked about the project timing and the availability of the Seminole County contract with Middlesex Paving. Mr. Price stated that the contract was in its second year of a five-year term, leaving about three years during which the City could potentially use the piggyback arrangement. However, he acknowledged that the contract includes annual price escalation provisions, meaning that delaying the project could increase costs.

Council expressed differing views on whether to proceed immediately or wait until the future use and potential construction plans for the former Pine Castle Elementary School property were determined. Comm Lance expressed concern about protecting the City's investment from possible construction-related damage, while others emphasized the roadway's deteriorating condition, its use by residents and schoolchildren, and the need to address infrastructure improvements without further delay. During discussion, Mr. Price clarified that the proposed project would involve milling and resurfacing the roadway and restriping but would not include new curbing. Comm Bobrowski identified a developing pothole near the intersection of Wallace and Randolph Avenues. Mr. Price stated that the intersection was not entirely within the City's jurisdiction but agreed to review the concern and potentially coordinate with Orange County.

Comm Lance questioned whether the City could consider vehicle weight restrictions to help protect the roadway, similar to restrictions used elsewhere in the City. Mr. Price indicated that staff could explore the option but did not believe heavy vehicle traffic was the primary cause of the roadway's deterioration. He noted that the City had assumed responsibility for Waltham Avenue when it was already in poor condition.

Comm Partin questioned why the Waltham Avenue resurfacing project had not been presented for approval at the September 23, 2026, Council meeting, noting that Middlesex Paving had submitted pricing earlier that month. CM Rudometkin explained that the project could not be completed before the end of the fiscal year due to the contractor's scheduling limitations and the time needed to complete the purchasing process. He said the project was included in the prior year's paving budget and that the unused funding could be reappropriated in FY26/27. He also noted that staff confirmed the Seminole County contract and pricing had been obtained and reviewed, and that the Finance Department verified the purchasing method for compliance with the City's procurement policy.

Comm Partin discussed potential unforeseen roadway conditions and whether additional base repairs might be necessary. Mr. Price explained that the project would involve milling the existing pavement and applying asphalt leveling material where needed before placing the final surface. Staff noted that they would evaluate and address any significant underlying base issues discovered during milling. Council continued discussing concerns about potential construction-related damage associated with future development of the former Pine Castle Elementary School property. Several members noted that Randolph Avenue provides alternative access to the property, which could reduce construction traffic on Waltham Avenue. Mr. Price also explained that the adjacent property owner would be responsible for certain roadway striping improvements, providing an additional incentive to protect the newly resurfaced road. Council acknowledged that construction vehicles could still use Waltham Avenue and discussed the importance of coordinating with the property owner to encourage appropriate construction access. Mr. Price said that the resurfacing project would maintain the existing roadway footprint. The City would provide the centerline striping and two stop bars, while the adjacent

property owner would provide additional striping along Waltham Avenue. He estimated that the work would take no more than two days, with milling and paving potentially completed in one day if conditions permitted. He said he preferred daytime work to minimize disturbances to nearby residents and discussed scheduling the project during an upcoming school holiday to reduce traffic impacts.

There being no further discussion, Comm Bobrowski moved to approve the Waltham Avenue resurfacing project with Middlesex Paving LLC in the amount not to exceed \$66,075, using an eligible Seminole County Cooperative Purchasing Contract under Section 4.6 of the Purchasing Policy, and to adopt Resolution 26-20, amending the FY26-27 budget to appropriate \$66,075 for the project.

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

d. McCoy and Fairlane Project 2025-2026 Waive Formal Procurement Process and Approval

CM Rudometkin opened the discussion and said that the City included funding for street resurfacing in the fiscal year 25/26 adopted budget. Public Works staff obtained three vendor quotes for each of the McCoy Road and Fairlane Avenue projects in selected Middlesex paving. Four quarter authorizations dated July 9 authorized \$91,300 for McCoy Road and \$68,875 for Fairlane Avenue. The total at that time was 160,175. At the time, city staff understood the projects to be authorized because funding was not included in the adopted budget. However, Section 5.1 of the city's purchasing policy requires City Council approval for purchases exceeding \$60,000, regardless of whether the purchase is included in the budget. The projects were authorized and performed without that prior council approval. Further, the City obtained three vendor quotes rather than completing the formal solicitation procedures required under Section 44. Public Works Director has documented the circumstances and reported that the Public Works Director and the City Manager inspected the completed work and found that. Consistent with authorized proposals, Middlesex Paving has submitted invoices totaling 133,951 for the completed projects and has confirmed that this amount represents the final billing for both projects. Section 4.9 of the purchasing policy permits City Council, by majority vote, to waive formal procurement procedures when deemed in the city's best interest, to the extent not prohibited by general law. Because the projects have already been completed, the City is seeking Council consideration of ratification and an after-the-fact waiver, subject to confirmation by the City Attorney that the proposed actions are legally appropriate.

Public Works Director Phil Price acknowledged that he had misunderstood the City's purchasing approval requirements. He explained that, because funding had already been appropriated in the budget, he believed obtaining three quotes was sufficient to proceed without additional City Council authorization. He accepted responsibility for the oversight and acknowledged that following the proper purchasing procedures would have allowed the project to move forward more smoothly. Discussion ensued regarding previously completed roadway resurfacing projects and compliance with the City's purchasing procedures.

Comm Bobrowski asked whether the Fairlane Avenue resurfacing project was necessary because of construction associated with the school and whether the City paid for improvements beyond the original roadway. Mr. Price clarified that Fairlane Avenue was already in poor condition and that the City's work was limited to milling and resurfacing the existing roadway footprint. He explained that the school was responsible for paving the additional angled parking areas and completing all roadway striping. The City did not pay for the expanded parking areas or striping improvements.

Comm Bobrowski also requested clarification regarding the McCoy Road resurfacing project, recalling a previous discussion about whether the roadway belonged to the City or Orange County. Mr. Price explained that the earlier jurisdictional dispute involved Jetport Drive near Regal, not McCoy Road. He stated that, under an existing agreement, the City is responsible for portions of McCoy Road, Daetwyler Drive, and Judge Road. He confirmed that the resurfaced portion of McCoy Road, between Daetwyler Drive and Via Flora, is within the City's jurisdiction.

Mr. Price explained that the westbound lane of McCoy Road had experienced significant deterioration, requiring Public Works crews to repair potholes almost weekly. Due to the recurring maintenance needs, staff

determined that milling and resurfacing were necessary. He clarified that only the westbound lane was resurfaced because the remaining roadway did not require the same level of immediate attention.

Comm Bobrowski spoke of the City's purchasing procedures. She questioned whether Middlesex Paving had already been paid for the completed work. Staff confirmed that payment had not been issued, as the matter was being presented to Council for approval. Comm Bobrowski expressed concern that the work was completed without prior Council authorization, despite the City updating its purchasing policy in July 2026. She referenced the policy's \$60,000 purchasing threshold and questioned why the matter was not brought before Council sooner. Mr. Price reiterated that he had misunderstood the purchasing requirements and acknowledged the oversight. Comm Bobrowski requested clarification from the City Attorney regarding whether retroactive approval would weaken the City's purchasing policy, create an unfavorable precedent, or result in any legal or procedural consequences.

Attorney Langley explained that the matter was being brought before Council transparently at a public meeting to acknowledge and correct an administrative oversight. He said he did not believe approving the expenditure would weaken the City's purchasing policy or set an unfavorable precedent, and that the process showed the policy was functioning, as another staff member identified the oversight and brought it forward for correction. Attorney Langley noted that three bids had been obtained and that the contractor performing the work was also the contractor associated with the piggyback purchasing agreement under consideration. He explained that Council approval was still necessary because of the amount of the expenditure.

Regarding the potential consequences of denying payment, Attorney Langley explained that the contractor could pursue litigation. Although the City might have legal defenses based on sovereign immunity and the absence of a properly authorized contract, he cautioned that refusing payment could damage the City's relationship with an established contractor and discourage future business. Comm Bobrowski clarified that the questions were intended to better understand the purchasing requirements and prevent similar procedural oversights in the future. Attorney Langley said that addressing the matter openly and through the appropriate Council approval process would help reduce the likelihood of a similar occurrence.

Comm Partin asked for clarification regarding why the completed resurfacing project came in under the original estimated cost. Public Works Director Phil Price explained that, although the roadway was in poor condition, less asphalt leveling material was required than originally anticipated once milling began. As a result, the actual quantities used were lower than estimated, reducing the overall project cost. He noted that Middlesex Paving had previously performed work for the City and had been a reliable contractor.

Council discussed the City's purchasing approval and payment procedures. Staff explained that the City Manager authorizes expenditures within his purchasing authority, while expenditures exceeding the established threshold require Council approval. Comm Partin questioned whether the City could approve payment for work completed during the previous fiscal year. CM Rudometkin explained that because the work was performed during FY25/26 and the fiscal year had not yet been fully reconciled, the expenditure could be accounted for using the prior year's budgeted funds.

Comm Partin asked what measures would be taken to prevent similar purchasing oversights in the future. Mr. Price acknowledged that he had misunderstood the revised purchasing policy and believed that obtaining three formal quotes was sufficient once funding had been approved in the budget. He stated that he now understands the additional Council approval requirements. CM Rudometkin also accepted responsibility for the oversight, explaining that his experience with other agencies involved different purchasing procedures, where projects could proceed once the overall budget appropriation was approved. He acknowledged that he had not verified the City's revised purchasing policy before authorizing the project to move forward.

CM Rudometkin clarified that the updated policy establishes different purchasing requirements based on expenditure amounts and that purchases exceeding \$60,000 must be brought before Council for approval. He explained that staff identified the oversight before payment was issued, which prompted them to bring the matter forward and ensure the Waltham Avenue project followed the appropriate approval process. Both the

City Manager and Public Works Director acknowledged the mistake, emphasized it was unintentional, and assured Council that they now understood the purchasing requirements and would follow them moving forward.

There being no further discussion, Comm Partin moved to ratify the city's prior authorization of the McCoy Road and Fairlane Avenue resurfacing projects with Middlesex Paving LLC, originally authorized in the combined amount of \$160,175, waive, to the extent legally permissible, the applicable formal procurement procedures pursuant to Section 4.9 of the city's purchasing policy, and approve payment of the final invoices totaling \$133,951, subject to the city attorney's review and confirmation of the legally appropriate corrective action. Second. Comm Lance seconded the motion, which passed unanimously 7:0.

e. Discussion to cancel, combine, or reschedule December Council meetings.

CM Rudometkin presented the annual discussion regarding the December 2026 City Council meeting schedule, noting that Council traditionally considers modifying its meeting schedule during the holiday season. He explained that in December 2025, Council held only one meeting and requested direction on whether Council wished to hold two meetings, one combined meeting, or no meetings in December 2026. The Council discussed potential scheduling conflicts with holiday events and expressed support for holding one combined meeting on the regularly scheduled second meeting date.

There being no further discussion, Comm Bobrowski moved to combine the December City Council meetings into one meeting on Tuesday, December 15, 2026, eliminating the regularly scheduled first meeting of the month. Comm Partin seconded the motion, which passed unanimously 7:0.

f. Discussion of Fire Assessment Feasibility Study

CM Rudometkin opened discussion for Council authorization to proceed with a Fire Rescue Assessment Feasibility Study as the next step in evaluating a potential fire rescue assessment. During discussion, Comm Partin asked for clarification regarding the consultant selection process, specifically whether staff intended to issue a formal Request for Proposals (RFP) or identify a qualified consultant and return to Council for approval. CM Rudometkin explained that the City could potentially avoid the two- to three-month RFP process by considering an experienced consultant who had previously conducted similar fire rescue assessment feasibility studies. He suggested that staff could bring the proposed consultant directly to Council for consideration and approval, potentially expediting the study and allowing the City to move forward within the anticipated timeline.

Attorney Langley discussed the timeline for completing the proposed Fire Rescue Assessment Feasibility Study, emphasizing the need to have the study completed by spring 2027 to allow sufficient time for any necessary resolutions and implementation procedures during the summer. CM Rudometkin indicated that using an experienced consultant could expedite the process and stated that staff would work to obtain a proposal for Council consideration as soon as possible. Council discussed the anticipated cost of the study, including whether a consultant with prior experience conducting similar assessments could utilize existing research and methodologies to reduce expenses. Comm Gold expressed concern regarding the estimated \$50,000 cost and questioned whether the study could be completed for less. CM Rudometkin stated that the final cost was not yet known and that he would return to Council with a proposed scope of services and pricing.

Attorney Langley explained that specialized consulting firms conduct these studies by evaluating the benefits of fire rescue services to different property classifications, including single-family residences, multifamily properties, and commercial properties. He noted that non-ad valorem assessments differ from ad valorem taxes, as assessment rates may vary based on the benefits provided to different property types. CM Rudometkin recommended proceeding with the feasibility study regardless of the outcome of the proposed November constitutional amendment, emphasizing the importance of evaluating the assessment as a potential future funding mechanism.

During discussion, Council clarified that the authorization being considered was to proceed with the feasibility study process, and that the selected consultant's proposal, scope of services, contract, and final cost would be brought back to Council for approval. CM Rudometkin stated that if the proposed cost exceeded the \$50,000 limit, he would return to Council for further consideration and authorization.

The City Clerk requested clarification regarding the statutory advertising requirements and whether delays in consultant selection would affect the City's deadline for adopting a notice of intent resolution. Attorney Langley clarified that the notice of intent process was separate from the feasibility study. CM Rudometkin indicated that the notice of intent resolution would be brought before Council in late November or December 2026, allowing the City to proceed with the required public notification process.

With no further discussion, Comm Bobrowski moved to approve proceeding with a Fire Rescue Assessment Feasibility Study, not to exceed \$50,000, and to authorize the City Manager and City Attorney to move forward with the process. Comm Gold seconded the motion, which passed unanimously 7:0.

8. Attorney's Report - na

9. City Manager's Report

a. City Manager's Report and Work Plan

CM Rudometkin provided updates on several ongoing City matters, including Hoffner Avenue traffic concerns, the Lancaster House agreement, flood mitigation funding, and the City Council Chambers audiovisual system.

- Hoffner Avenue Traffic Concerns. He reported that staff had received numerous concerns regarding traffic conditions along Hoffner Avenue through social media, emails, and other communications. In response, staff contacted Humberto, an Orange County engineer, to discuss the reported issues and potential improvements. He stated that an initial meeting with County representatives was scheduled for October 29, 2026, with City staff participating to review the concerns and explore possible solutions.
- Lancaster House Agreement – CM Rudometkin provided an update regarding the Lancaster House agreement with Pine Castle Pioneer Days. He reminded Council that, at a previous meeting, the organization requested financial assistance, and Council discussed potential noncompliance with the existing agreement. However, Council had not determined the alleged breach or approved an extension. He reported that the City subsequently issued a letter notifying Pioneer Days of a breach of contract. Pioneer Days responded in writing, disputing the City's position and referencing the activities and progress previously presented to Council. The City Manager stated that the contract compliance matter would return to Council on November 5, 2026, for further discussion and consideration. He confirmed that Billy Morgan, representing Pioneer Days, had been notified and was expected to attend.
- Flood Mitigation Funding – \$850,000 Appropriation: CM Rudometkin announced that the City had received confirmation of an \$850,000 federal appropriation for flood mitigation, pursued through Congressman Darren Soto's office. He explained that the City had previously requested larger appropriations, including an initial \$4 million request that was vetoed and a subsequent \$3.6 million request. Although the City received correspondence in May indicating that funding had been awarded, formal confirmation remained uncertain until the appropriation appeared in the federal funding portal approximately two weeks before the meeting. He noted that the \$850,000 award does not require matching City funds, making it the City's second HUD-funded project without a local match, following the Judge Road/Daetwyler Drive project. He said staff would work with Public Works Director Phil Price to prioritize the Judge Road/Daetwyler Drive project in 2027, with planning and implementation of the additional flood mitigation project expected to follow. He also noted that the appropriation provides an extended period to complete the project.
- City Council Chambers Audiovisual System - CM Rudometkin addressed ongoing concerns regarding the reliability of the City Council Chambers audiovisual and livestreaming system. He apologized that the issues had not been resolved sooner and explained that staff had attempted several temporary solutions, including improving Wi-Fi connectivity, boosting signal strength, troubleshooting existing equipment, and purchasing a new computer. He

explained that the existing system continues to experience intermittent failures due to connectivity and compatibility issues between older equipment, software, and newer technology. The new computer was not compatible with portions of the existing system, and previous attempts by vendors and IT personnel had not fully resolved the problems. CM Rudometkin reviewed the history of the audiovisual system procurement, explaining that the City initially issued an RFP but received only two proposals despite interest from several vendors. Due to the limited response and estimated costs, staff canceled the solicitation, revised the scope, and reissued the RFP to seek additional competitive proposals. He reported that approximately five vendors attended the recent meeting for the revised solicitation and expressed interest in the project. The proposal submission deadline was November 5, 2026, and staff anticipated presenting the top three vendors and their proposed costs to Council on November 17, 2026, allowing Council members to ask questions and evaluate the proposals. He acknowledged that the replacement system would likely exceed the City's original \$50,000 budget estimate. However, he emphasized that continued temporary repairs would not adequately address the compatibility problems and that a complete system upgrade would provide a more reliable long-term solution. CM Rudometkin explained that the improvements were intended to enhance livestreaming capabilities, potentially expand broadcasts to platforms such as Facebook and YouTube, and improve recording and audio functions used by the City Clerk to prepare meeting minutes and maintain records. Mayor Carson supported addressing the audiovisual problems, emphasizing the importance of reliable, uninterrupted public access to Council meetings. He acknowledged the need to evaluate project costs carefully but said providing residents with accurate, dependable access to Council proceedings should remain a priority.

b. Chief's Report

Chief Grimm reminded all of the upcoming special events and public safety activities scheduled throughout the remainder of October. He announced that the City's Recycling Event and Prescription Drug Take Back would take place on Saturday, October 24, with the recycling event scheduled from 9 am to 1 pm. He also encouraged residents to attend the Octoberfest event at the school, noting that participation had increased in recent years.

Chief Grimm reminded Council that Boogie on the Bridge was scheduled for October 28, 2026, from 5:30 pm to 9 pm. He advised that the event would require significant road closures and traffic adjustments. He also noted that Octoberfest would involve a smaller road closure along a portion of Randolph Avenue.

Regarding Halloween on Saturday, October 31, the Chief anticipated increased pedestrian activity, neighborhood gatherings, and traffic because the City is a popular trick-or-treating destination. He stated that the Police Department would increase patrols, display public safety signage, and maintain a visible police presence throughout the community. He encouraged motorists to exercise caution and remain alert for children and pedestrians. He also reminded residents that publicly available sexual offenders and predator registries could be consulted when planning trick-or-treating activities.

c. Public Works Report

Public Works Director Phil Price gave an update on preparations for the upcoming Boogie on the Bridge event and the City's ongoing tree canopy trimming program. He reported that a public notice had been issued advising residents of the electrical work scheduled for the following day to repair and replace several bridge step lights before the event. He explained that two lights were not functioning and another had been damaged approximately two weeks earlier, apparently by a passing trailer. Mr. Price said minor traffic disruptions were expected, but the bridge would remain accessible to motorists during the repairs.

Mr. Price also provided an update on the tree canopy trimming program in the Belle West, Belle Pines, and Wind Harbor neighborhoods. He reported that work was completed in two neighborhoods, with the third about two-thirds complete. He anticipated finishing the remaining work within one to two days, after which crews would move to another area of the City. He explained that staff would continue issuing public notices to inform residents of upcoming trimming locations. In response to questions received from residents, Mr. Price clarified that the work involves raising tree canopies to a minimum clearance of 14 feet to prevent damage from passing trucks, as well as removing dead branches that could present safety hazards.

d. Code Compliance Report

Community Compliance Officer Maureen McKuhen provided the Code Compliance activity report for September 2026. She reported that 25 cases were handled during the month, with 13 cases closed and 12 remaining open. She explained that the majority of violations involved overgrown grass, yard debris, trash, and general property maintenance concerns. Most of these cases had been resolved, with only a few remaining open. She noted that several outstanding cases involved vacant properties owned by individuals residing outside Florida. She remained in communication with those property owners, who were cooperating in addressing the violations. Comm Lance raised concerns regarding overgrown vegetation on properties near Daetwyler Drive, Trentwood Boulevard, and McCoy Road, including areas affecting residents along Flower Tree Road. He asked whether these locations fell within the City's Code Compliance jurisdiction. Officer McKuhen confirmed that the areas were within her jurisdiction and assured Council that she was aware of the concerns and actively working to address them.

10. Mayor's Report

Mayor Carson provided additional information regarding the upcoming Electronics, Medication, and Textile Recycling Event. He explained that accepted items. He noted that items not accepted included CRT televisions, rear-projection televisions, bed pillows, large area rugs, foam-containing items, and materials contaminated with chemicals or bodily fluids. Mayor Carson encouraged residents to participate as the event would provide a convenient opportunity to dispose of multiple categories of recyclable materials at one location.

Mayor Carson said he participated in a meeting earlier that day with representatives from neighboring municipalities and Tiffany Moore Russell, a candidate for Orange County Mayor, to discuss ongoing concerns about the cost of fire rescue services provided by Orange County. He stated that the meeting was productive and that Ms. Moore Russell was receptive to the concerns presented. Mayor Carson noted that Edgewood Mayor John Dowless and Oakland Mayor Shane Taylor joined him and shared similar concerns about the financial impact of Orange County's fire rescue funding structure on their municipalities. He stated that Belle Isle and the neighboring municipalities were not seeking to eliminate or reduce the importance of fire rescue services. Rather, they were requesting a fairer, more equitable method of calculating municipal fire rescue costs, particularly in light of each municipality's actual service demands and emergency call volumes. He explained that fire rescue expenses currently represent approximately 26% of Belle Isle's budget and have increased substantially over the past five years. He said these increases have placed a significant financial burden on the City, particularly when emergency service call volumes have not increased proportionately. He noted that these meetings provide opportunities to strengthen relationships, increase awareness of Belle Isle's concerns, and establish communication with individuals who may hold future leadership positions within Orange County.

Mayor Carson thanked staff and Police Chief Grimm for their assistance with research, coordination, and participation in these discussions. He expressed appreciation for Council's support of the City's ongoing efforts and indicated that progress was being made toward establishing productive conversations regarding the fire rescue funding structure.

11. Commissioners' Report

- Comm Bobrowski provided an update regarding the Commissioners' Tent at the upcoming Boogie on the Bridge event, scheduled for October 28, 2026. She thanked donors and reported that approximately 460 candy bags, each containing a small Halloween-themed rubber duck, were prepared for distribution. Additional treats would also be available for dogs attending the event. She encouraged fellow Council members to participate by volunteering at the tent, greeting residents, and distributing candy bags. She emphasized that the tent was intended to give commissioners an opportunity to engage with the community during the event.
- Comm Lance shared appreciation for the City's reputation as a safe and welcoming community for Halloween activities. He noted that the number of families visiting Belle Isle for trick-or-treating reflects parents' confidence in the City's neighborhoods and public safety efforts. He thanked Police Chief Grimm and

the Police Department for their continued commitment to maintaining a safe environment for residents and visitors. Comm Lance said he attended the Tri-County League of Cities meeting, hosted by the City of Oakland, the previous Thursday, along with Cindy. The meeting featured a presentation by Jennifer Rupark of the East Central Florida Regional Resilience Collaborative, titled Measuring Risk, Strengthening Prosperity. The presentation focused on evaluating community risks associated with wind, rain, and flooding and using data-driven assessments to improve resilience and potentially reduce insurance costs. He noted that similar efforts reportedly helped the City of Cocoa and its residents achieve approximately 20% in insurance savings and would share the information with the City Manager for further consideration, noting that the City could participate in the program at no cost.

- Comm Lowell shared concern regarding an apparent increase in door-to-door solicitation throughout the City, particularly from roofing companies and other service providers. She noted that residents working from home may be experiencing more frequent visits from solicitors. She encouraged fellow Council members and residents to remain informed about the City's solicitation requirements and to ask individuals conducting door-to-door sales whether they have obtained the necessary registration or authorization from the City. She suggested that the Police Department consider providing additional public information regarding solicitation regulations, including signage and registration requirements. She also acknowledged that certain activities, such as religious outreach, may be subject to different requirements and encouraged residents to report questionable solicitation activity to City staff or the Police Department to help monitor and address concerns.

Comm Lowell thanked her fellow Council members and City staff for their understanding and support during her absence from the previous meeting due to a family matter. She expressed appreciation for everyone's continued dedication to the City as the year approached its conclusion.

14. Adjournment

With no further business, Mayor Carson moved to adjourn, and the motion passed unanimously at 8:20 pm.

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

a.

Meeting Date: August 20, 2026

To: Honorable Mayor and City Council

From: Rick J. Rudometkin, City Manager

Subject: Update on Canal Dredging – Venetian Canals

Background:

On October 23rd, the city had a meeting with Orange County and EPD to discuss who is responsible for dredging the Venetian Canals.

We are here to give an update on this meeting.

Staff Recommendation: N/A

Suggested Motion: N/A

Fiscal Impact:

There is a significant cost for canal dredging.

Attachments: N/A

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

Meeting Date: November 5, 2026

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Pine Castle Pioneer Days - Notice of Lease Non-Compliance – Improvements

Background:
The City carved out a portion of land and the Lancaster house from CCA to install a lease with Pine Castle Pioneer Days to rehab/restore the house and property. The Lease Agreement was signed by Pioneer Days. Per the interpreted lease language, Pine Castle Pioneer Days is currently in breach of its agreement with the City regarding the required timeline for project improvements.

Pursuant to Section 9.1 of the current lease agreement:

"The Restoration/Rehabilitation Improvements must be commenced within six (6) months of the Commencement Date and must be completed within thirty (30) months from the Commencement Date unless otherwise extended by agreement of the City."

Based on City records, the Commencement Date was **March 3rd, 2026**, and the required improvements remain uncommenced. No extension has been formally granted by the city at this time.

Pine Castle Pioneer Days disputes our determination of lease non-compliance for all the reasons enumerated in the report submitted in writing and in person at the City Council meeting on Tuesday, October 6, 2026. They maintain that improvements have indeed commenced since lease inception.

Council needs to decide if: 1) there is a non-compliance issue and leave the lease as is or 2) extend the current lease timeline or 3) take back the parcel.

Staff Recommendation:
No recommendation

Suggested Motion:
None at this time

Alternatives: N/A

Fiscal Impact: N/A

Attachments:

Lease language

CM memo

2 Pioneer Days memos



CITY OF BELLE ISLE

b.

Rick J. Rudometkin
City Manager
rickr@belleislefl.gov

OFFICE OF THE CITY MANAGER

City Hall
1600 Nela Avenue
Belle Isle, FL 32809

**Office of the City
Manager**
Administration
407.851.7730 x105
407.240.2222 fax

Finance Department
407.851.7730 x104

Public Works
689.500.3473

Code Compliance
407.849.8450

**Police Department
(PD)**
407.240.2473 Office

407.836.4357
non-emergency

Website:
www.belleislefl.gov

October 19, 2026

William Morgan
Pine Castle Pioneer Days, Inc.

RE : Notice of Lease Non-Compliance – Improvements

Dear Mr. Morgan,

This letter serves as formal notice that Pine Castle Pioneer Days is currently in breach of its agreement with the City regarding the required timeline for project improvements.

Pursuant to Section 9.1 of the current lease agreement:

"The Restoration/Rehabilitation Improvements must be commenced within six (6) months of the Commencement Date and must be completed within thirty (30) months from the Commencement Date unless otherwise extended by agreement of the City."

Based on City records, the Commencement Date was **March 3rd, 2026**, and the required improvements remain uncommenced. No extension has been formally granted by the city at this time. Due to this unresolved breach, this matter is being referred back to the City Council for direction regarding the status of the lease and next steps.

The item is tentatively scheduled to be heard by council on **November 5, 2026**. You are encouraged to attend or submit any written documentation you wish the council to review prior to that date. If you believe this determination has been made in error, please submit in writing.

Sincerely,

Rick J. Rudometkin

Rick J Rudometkin
City Manager
City of Belle Isle

8. Fence Installation: The existing chain link fence can remain during the exterior rehabilitation of the house. The correct fence installation needs to be completed by the time the new CCA gym opens, or the exterior of the Lancaster house is finished, no later than December 2026. Lessee, at its expense, shall cause the permitting and installation of a six-foot-high steel fence (Montage Majestic six (6) foot tall) and gate(s) along the Lancaster House parcel, including all areas contiguous to the leased property to maintain the perimeter and separation of the Premises, as per Amendment 2, section 3 of the CCA contract. This fence should match the existing fencing of the adjacent Cornerstone Charter Academy.

9. Tenant Rehabilitation Improvements:

9.1 Restoration/Rehabilitation Improvements. In consideration for the City agreeing to lease the Premises to the Lessee, the Lessee at its sole cost and expense, shall cause the design, engineering, permitting and construction of certain minimum improvements to the Lancaster House and the Premises, which shall include (but not be limited to) the following (“Restoration/Rehabilitation Improvements”): See **Exhibit B**

Prior to seeking permits for and commencing the Restoration/Rehabilitation Improvements, Lessee shall submit design plans for the Restoration/Rehabilitation Improvements to the City for review, comment and approval (or rejection) as the property owner/lessor; such review, comment and approval is independent of the City’s permitting reviewing and approval authority. The Restoration/Rehabilitation Improvements must conform with the historical integrity of the Lancaster House. The Restoration/Rehabilitation Improvements must be commenced within six (6) months of the Commencement Date and must be completed within thirty (30) months from the Commencement Date unless otherwise extended by agreement of the City. Lessee shall perform all work on and

October 6, 2026

City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

RE: Lancaster House restoration project

Honorable Mayor & City Council Members:

I am pleased to present an update on the Lancaster House restoration project checklist (Exhibit B of the lease agreement between the City and Pioneer Days).

Since inception, we have:

- Established a unique service address for utility accounts: **5867 Randolph Avenue**, Belle Isle, FL 32809.
- Acquired **general liability insurance** and had a certificate issued to show the City as an additional insured.
- Hired a **groundskeeper** to mow and trim the lawn.
- Consulted with general contractors and specialists to confirm the **roof** is sound and will not require re-sealing in the immediate term.
- Consulted with a historic structure specialist to:
 - Develop a detailed **exterior renovation plan** in keeping with the house's original 1880s appearance, which was incorporated in Requests for Pricing (RFP).
 - Develop a detailed **interior renovation plan** to generally reflect the era of 1880 to 1900 while still allowing for modern conveniences including HVAC. This will be shared with RFP's during Phases 2 and 3.
 - Complete an application to include the structure on the **National Register of Historic Places**. This will require formal approval from Council before it may be submitted. We believe registration will allow for greater grant opportunities to underwrite future phases and upkeep.
- Consulted with **general contractors** and received pricing to:
 - Repair 418 SF of damaged wood siding.
 - Scrape 728 SF of exterior paint.
 - Repair/replace four existing window frames and glass.
 - Complete trim carpentry to include replacing 175 LF of lattice and shoring-up of front porch, steps, and rail.
 - Apply exterior primer and paint 2,988 SF per plan guidelines.

As we were preparing to sign a contract with a GC to begin work at the end of the school year, Pioneer Days received notice that our **original Phase 1 timeline would need to be altered** due to the faster-than-expected completion of the new Cornerstone gymnasium. We were told that fencing installation would need to happen first, rather than at the end of Phase 1.

So, we put the GC on hold to solicit quotes for the fencing. Commissioner Lance was instrumental in the **RFP** process and can give more details. But the bottom line is we ultimately determined that we were in a sole source situation.

There is **only one locally licensed dealer** who can supply fencing to match what Cornerstone already put in place: Aabot Fence. Likewise, only Aabot Fence may complete installation of the fence without forfeiting warranty rights.

As we faced the dual challenges of a change of construction sequence and a sole source supplier, it was suggested that we apply for a **BING grant** to match half the cost. Aabot Fence was very helpful during this process, as were city staff. Unfortunately, when the city manager reviewed the application with legal counsel, it was determined that Pioneer Days was **not eligible** to receive funding through the grant program.

After some discussion, the city manager suggested that we explain this situation to Council and request **funding outside of the parameters of the grant**.

The total cost for Aabot Fence to furnish labor and material to install 137 LF of 6ft Ameristar Montage 3-rail Majestic Steel **Fencing per Cornerstone's specifications is \$14,479.36.**

Pioneer Days is respectfully requesting a **50% match in the amount of \$7,241.18**, which may be paid directly to:

**Aabot Fence
3001 Old Winter Garden Road
Orlando, FL 32805
(407) 207-4401**

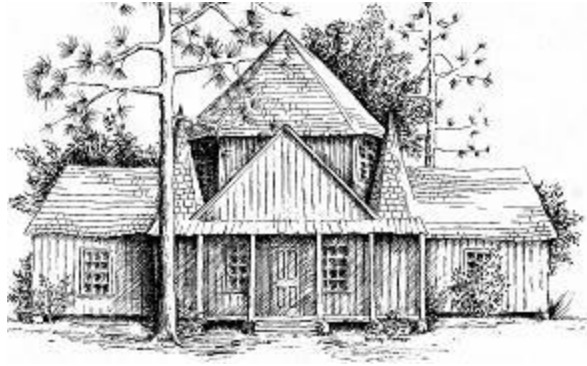
They have already agreed to Vendor terms itemized in the BING application package.

I am prepared to answer any questions you may have and thank you in advance for your consideration.

Sincerely,



William S. Morgan, V, Chairman
Pine Castle Pioneer Days, Inc.
P.O. Box 593175
Orlando, FL 32859-3175
(407) 427-9692



PINE CASTLE PIONEER DAYS, INC.
P.O. Box 593175 – Orlando, FL 32859-3175

October 19, 2026

Rick J. Rudometkin, Manager
City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

RE: Dispute of Notice of Lease Non-compliance

Dear Mr. Rudometkin:

This letter serves as formal notice that Pine Castle Pioneer Days disputes your determination of lease non-compliance bearing today's date.

For all the reasons enumerated in my report submitted in writing and in person at the City Council meeting on Tuesday, October 6, 2026, we maintain that improvements have indeed commenced since lease inception.

I gladly appear before council again on November 5, 2026, to reiterate.

Sincerely,

William S. Morgan, V

William S. Morgan, V
2026-2027 Chairman

(407) 427-9692 – wsmorganv@outlook.com

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

Meeting Date: November 5, 2026

To: Honorable Mayor and City Council

From: Rick J. Rudometkin, City Manager

Subject: Approve extending Albert Moore LLC. Tree Maintenance Services Contract

Background:

The current contract extension will expire on December 4, 2026, and we continue to have a great working relationship with Albert Moore LLC. Another contract needs to be approved by the council to extend this service further. The council may also choose to go out for RFP for this service. Albert Moore LLC. has not raised their rates for the whole term of this contract and is not seeking an increase if this is extended again.

Tree maintenance is very important here in Belle Isle, and Albert Moore LLC. is very responsive and they know the process. They do a great job for us and they are local. If we go out for RFP, and another vendor is selected, it will take time for the new vendor to get up to speed on this.

Staff Recommendation:

Extend the current contract with Albert Moore LLC for 3 years plus two 1-year extensions.

Suggested Motion:

I move to extend the current contract with Albert Moore LLC. for 3 years plus two 1-year extensions. and authorize the city attorney and the city manager to update the contract language and execute said extension/contract.

Alternate:

I move to authorize the city manager to go out for RFP for Tree Maintenance Services for the city and go month to month for the current services with Albert Moore LLC. until a new vendor is selected through the RFP process.

Fiscal Impact: N/A

Attachments:

Contract

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELLE ISLE AND
Albert Moore, LLC**

This agreement for General Services ("Agreement") is entered into on December 4, 2018 (the "Effective Date") between the CITY OF BELLE ISLE, a municipal corporation, with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("City") and Albert Moore, LLC ("Contractor") a corporation organized and existing under the laws of the State of Florida, located at 5238 Phillips Oak Lane, Orlando, Florida 32812 and holding a certificate of authority to do business in the State of Florida.

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end three (3) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The City has the option to extend the contract on the same terms for two (2) additional one (1) year periods.
- 1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** City may cancel this Agreement at any time and without cause upon sixty (60) days written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein.

- 2.1. Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have thirty (30) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such thirty (30) day period; Contractor shall waive its right to collect payment from City.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

2.4 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

- 3.1** Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.
- 3.2** City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

5.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

5.2 Commercial General and Automobile Liability Insurance. Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.

5.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

5.4 All Policies Requirements.

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

5.5.2 Notice of Reduction in or Cancellation of Coverage. A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5.6 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of Florida shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

8.3 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

8.4 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Section 9. MODIFICATION.

9.1 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

9.2 Assignment. Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.

9.3 Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

9.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

9.5.1 Immediately terminate the Agreement;

9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

9.5.3 Retain a different Contractor to complete the Services not finished by Contractor;

9.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

10.2 Contractor's Books and Records . Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

10.3 Confidential Information and Disclosure. During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement.

In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

11.2 Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

12.5 Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the

prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

13.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Contract Administration. This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

13.6 Notices. Any written notice to Contractor shall be sent to:

Albert Moore, LLC
5238 Phillips Oak Lane
Orlando, Florida 32812

Any written notice to City shall be sent to:

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

13.7 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.8 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF BELLE ISLE

Date: 12/4/18


Bob Francis, City Manager

Attest:


Yolanda Quiceno
City Clerk

CONTRACTOR

Date: 12/4/18

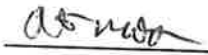

Albert Moore, Owner

Exhibit A

Technical Specifications and Scope of Work

I. GENERAL REQUIREMENTS

A. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

B. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

C. Hours of Operation

The Contractor shall conduct operations to the hours between 7:00 AM and 7:00 PM, except during emergency services during the life of the contract. The use of power equipment or other work close to residential areas that results in noises shall *not be permitted before 7:00 AM*. Any exception shall only be authorized with prior approval of the City Representative.

D. Public Trees

The Contractor shall comply with all provisions of the Belle Isle Municipal Code (BIMC) regarding work to be performed on street trees and public trees (See Belle Isle Municipal Code, Section 48-63.).

E. Repairs and Corrective Actions

Contractor shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request after notification to the City. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

F. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and ANSI Z133 Safety Requirements at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

G. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police and Public Works shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic.

It shall be the Contractor's responsibility to arrange with the City Representative for traffic control and police assistance, if required. Barricades can be provided by the City for pickup and return by the contractor. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the Manager has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be coordinated through the Belle Isle Police Department. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

H. Adjacent Properties

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

I. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated

profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

J. Monthly Progress Reports

The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information: Description of work performed, tree location (street address and side), tree species, dbh and tree condition.

K. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once every 2 weeks of scheduled work during the life of this contract to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process

L. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

M. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Tree Pruning

Tree pruning removal and maintenance services shall be performed according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations.

Standard 3: Pruning equipment shall be sharp, clean and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species. Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only by direct approval of the City Manager.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- i. Roadway- not less than 16' from road surfaces
- ii. Sidewalk- not less than 8' from sidewalk surfaces
- iii. Building- not less than 8' from vertical building surfaces
- iv. Roofs and street lights- not less than 10' from building roof surfaces or street lamps.
- v. Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires.

Standard 7: Wildlife Protection: Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

B. Description of Work

The Contractor shall provide pricing to the City for the following work descriptions that will be used during the contract period by the City and the Contractor:

1. **Pruning for Structure:** Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified in consultation with the City Arborist prior to such work. Structural pruning is also the foundation for the following pruning types.
2. **Pruning to Raise:** Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown remaining shall be no less than 66% when raising is completed; some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.
3. **Pruning to Clean:** Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches ½" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping live branches and foliage from the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified in consultation with the City Arborist prior to this work.
4. **Pruning to Reduce:** Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation from buildings, structures or utilities. Crown reduction shall be accomplished with reduction cuts to a viable lateral stem, not with heading cuts. While reducing the tree crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and pruning outside branch bark collar to avoid the onset of decay at cut sites.
5. **Pruning to Restore:** Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified.
6. **Grid Pruning** consists of pruning four (4) or more trees located in close proximity, at the same address or at nearby street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

7. Emergency Response consists of a two person crew, an aerial lift truck and chipper and follows the terms described in F. below. Hourly rate shall be based on one direction of travel time.

C. Tree and Stump Removal

Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The City is responsible for marking trees for removal so that they are easily identified for utility locator and the Contractor. The City or Contractor shall be required to utility contact locator services at least 2 working days prior to stump grinding.
4. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
5. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: **A. Tree Pruning, Standard 7**, above
6. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
7. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
8. If and when used, cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
9. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
10. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

D. Public Noticing of Tree Pruning or Removal Operations

The City shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of City approved door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

E. Clean up and Debris Disposal

Contractor shall clean all job sites when work is completed and/or daily, including the removal of leaves, twigs, etc. from the lawns, street gutters, sidewalks and roadways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Manager or his authorized representative shall be the sole judge as to the adequacy of the cleanup.

Wood waste generated from tree removals may be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at a waste disposal site. All attempts will be made to make tree branches produced as a result of the Contractor's operations under this contract reused, recycled, and/or transformed.

F. Emergency Response

The Contractor *will* be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call. Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall include all labor, tools equipment, disposal fees and necessary materials.

G. Licensing, Certification and Labor

All firms submitting proposals must hold a valid State Florida Contractor's License. Licenses must be in good standing for the previous two (2) consecutive years without any official unresolved record of complaints registered or filed with the Board or Florida Department of Consumer Affairs.

All proposing contractors must comply with the *Prevailing Wage* terms. The Contractor shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Demonstrated knowledge of industry standard tree care and related operations.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Current licenses for operation of equipment utilized by operating employee.
- Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of bid proposals.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

H. Equipment

1. Included in the contract bid the Contractor shall provide a list of equipment and machinery to be used for this project, including make, year, serial number and license numbers and contractor shall provide current OSHA certification of aerial equipment to be used throughout the term of this project.
2. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.
3. The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, and the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

I. Record Keeping

The Contractor shall provide a record of work performed either in a format that is acceptable to the City. Special consideration will be given to contractor's that can keep records in programs such as TreeKeeper7, Arbor Access or Excel. *The Contractor will specify the format type in the proposal.*

The record shall include the street address, street side, tree species, dbh, and a brief description of work performed. The record shall be kept current within 3 business days of work. Tree/site specific backup data containing these same fields in an Excel spreadsheet shall accompany the invoicing for the work period.

Option for price proposal: Record general tree health condition and a pre- and post- service photo.

J. Accident Investigation

Any duty-related incident which results in any personal or property injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform

such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

K. Inspections

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. The Contractor may be required to provide the City's designated representative, with an advance written schedule of all daily tree maintenance operations and work locations.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

L. Identification and Reporting of Hazards

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative. The Contractor will be responsible for providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

M. Cleanup of Green Waste and Debris

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

Exhibit B
Fee Schedule
(Attached)

(The Remainder of this page is left blank intentionally)

Cost Proposal

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Technical Specifications section of this RFP (**Attachment 2**). The proposer affirms that in the event they are awarded a contractor they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

<u>Item Description</u>	<u>Cost per service</u>
Record tree health, Pre/Post photos	\$ 75 ⁰⁰
Individual Tree Removal by DBH	
Small 6-14 inches	\$ 325 ⁰⁰
Medium 15 - 25 inches	\$ 900 ⁰⁰
Large 26 - 36 inches	\$ 2800
Above 36 "	\$ 3500
Stump Removal by Stump Diameter	
Small 6-14 inches	\$ 50 ⁰⁰
Medium 15 - 25 inches	\$ 125
Large 26 - 36 inches	\$ 350
Above 36 "	\$ 470
Single Tree Pruning for Structure (dbh)	
Small 6-14 inches	\$ 225
Medium 15 - 25 inches	\$ 350
Large 26 - 36 inches	\$ 770
Single Tree Pruning to Raise (dbh)	
Small 6-14 inches	\$ 250
Medium 15 - 25 inches	\$ 425
Large 26 - 36 inches	\$ 775
Single Tree Pruning to Clean (dbh)	
Small 6-14 inches	\$ 350
Medium 15 - 25 inches	\$ 700
Large 26 - 36 inches	\$ 800

<u>Item Description</u>	<u>Cost per service</u>
Single Tree Pruning to Reduce (dbh)	
Small 6-14 inches	\$ 300
Medium 15 - 25 inches	\$ 975
Large 26 - 36 inches	\$ 1200 ⁶⁰
Single Tree Pruning to Restore (dbh)	
Small 6-14 inches	\$ 350
Medium 15 - 25 inches	\$ 600
Large 26 - 36 inches	\$ 1100
Tree Pruning Grid Full (dbh)*	
Small 6-14 inches	\$ 300
Medium 15 - 25 inches	\$ 500
Large 26 - 36 inches	\$ 900
Tree Pruning Grid Full (dbh)*	
Small 6-14 inches	\$ 300
Medium 15 - 25 inches	\$ 500
Large 26 - 36 inches	\$ 900
Tree Pruning Grid Raise (dbh)*	
Small 6-14 inches	\$ 200
Medium 15 - 25 inches	\$ 300
Large 26 - 36 inches	\$ 600
Tree Pruning Grid Restore (dbh)*	
Small 6-14 inches	\$ 300
Medium 15 - 25 inches	\$ 500
Large 26 - 36 inches	\$ 950

<u>Item Description</u>	<u>Cost per service</u>
Removal of Root Ball	
Small 6-14 inches	\$ ~~525~~ AHM \$75 ⁰⁰
Medium 15 - 25 inches	\$ ~~900~~ AHM 195 ⁰⁰
Large 26 - 36 inches	\$ ~~2800~~ AHM \$350 ⁰⁰
Above 36 "	\$ ~~3500~~ AHM \$500 ⁰⁰
<u>Item Description</u>	<u>Cost per service</u>
Crew Rental and Emergency Services	Total Cost/Hour
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups	
Straight Time	
4 Man Crew with Equipment	\$ 361
3 Man Crew with Equipment	\$ 300
2 Man Crew with Equipment	\$ 250
Overtime/Weekends/Emergency After Hour Call Out	
4 Man Crew with Equipment	\$ 425
3 Man Crew with Equipment	\$ 350
2 Man Crew with Equipment	\$ 300
Other Services (Optional)	
Conduct Public Tree Inventory	\$ 250 ⁰⁰
Emergency debris hauling (per cubic yard)	\$ 12.00

*Any grouping of four (4) or more trees in close proximity to one another (an approximate 100 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

Mark-Up on Materials not included in Technical Specifications

Contractor will charge City the actual invoice of materials used for any additional work plus a fee of 0 percent (%).

Adjustments in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract

CONTRACTOR

Albert moore LLC
Company Name of Bidder

am
Authorized Signature

11/08/18
Date

Albert moore
Print Name

owner
Title


Social Security or Taxpayer ID Number

City of Belle Isle, Florida
Addendum to Contract Extension Agreement with
Albert Moore, LLC

This Addendum Extension Agreement ("Addendum") is hereby entered into by and between the following parties:

- Between:** **The City of Belle Isle**, a municipal corporation with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("**City**"),
- And:** **Albert Moore, LLC ("Contractor")**, a corporation organized and existing under the laws of the State of Florida, located at 5000 Pleasure Island Road, Belle Isle, FL 32809, and holding a certificate of authority to do business in the State of Florida.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

The parties entered into that original General Services Agreement between the City of Belle Isle and Albert Moore, LLC on December 4, 2018 (hereinafter referred to as the "Contract").

Wherein such Contract, together with any extensions thereto, continued in effect and expired on December 4, 2024, and the parties desire to extend and continue such Contract for an additional two years. Thus, the Contract is hereby extended for two additional years commencing on December 4, 2024, and expiring on December 4, 2026.

This Agreement sets forth the entire modification to the Contract with respect to the services provided under the Contract unless the Contract is subsequently duly amended or extended by the parties pursuant to the terms of the Contract.

This Agreement is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract will remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Agreement and the Contract, this Agreement will govern and control to the extent of any such conflict.

City of Belle Isle



Rick Rudometkin, City Manager

Approved By Council April 16, 2024

Date 12/19/24

Contractor, Albert Moore, LLC



Albert Moore

Date 12/19/24

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

Meeting Date: November 5, 2026

To: Honorable Mayor and City Council Members

From: Rick J. Rudometkin, City Manager

Subject: Approval of Interlocal Agreement with Lake Conway Water and Navigation Control District and OCBCC for Lake Conway Stormwater Retrofit Project-CON0460 Wallace St

Background:
The Nav Control District desires to install a new stormwater retrofit within the Wallace Street public right of way to provide for the treatment of stormwater runoff to Lake Conway need to enter into this Agreement to have the County install, operate, maintain, and repair the improvements.

The city has maintenance and operational jurisdiction of the right-of-way where the improvements are to be installed, and the district and the county are requesting to enter into this agreement with the city for the county’s right to install the improvements in accordance with the plans and for the county’s right to operate, maintain, and repair the improvements within the right-of-way in perpetuity. (See Exhibit “A”)

Staff Recommendation:
Enter this interlocal agreement with the Nav District and the OCBCC.

Suggested Motions:
I move to approve this Interlocal Agreement with Lake Conway Water and Navigation Control District and OCBCC for Lake Conway Stormwater Retrofit Project-CON0460 Wallace St., to provide for the treatment of stormwater runoff to Lake Conway and authorize the mayor to sign.

Alternatives: Do not approve

Fiscal Impact: N/A

Attachments:
Interlocal Agreement

**LAKE CONWAY WATER AND NAVIGATION CONTROL DISTRICT
AND
ORANGE COUNTY, FLORIDA
AND
CITY OF BELLE ISLE
INTERLOCAL AGREEMENT
for
LICENSE TO USE LAND FOR WATER QUALITY IMPROVEMENT
PROJECT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into as of the date later executed below by and between **Lake Conway Water and Navigation Control District**, a dependent special district created by Chapter 57-1643, Laws of Florida, as amended (the “District”), **Orange County, Florida**, a charter county and political subdivision of the State of Florida, (the “County”), and the **City of Belle Isle**, a municipal corporation created and existing under the laws of the State of Florida, (the “City”). In this Agreement, the District, the County, and the City may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that public agencies of this State may jointly exercise their powers and authorities and that such a joint exercise of power shall be made by contract in the form of an interlocal agreement; and

WHEREAS, the Parties are authorized as public agencies pursuant to Section 163.01, Florida Statutes, to enter into this Agreement; and

WHEREAS, the District is acting under its legislative authority as a dependent special district; and

WHEREAS, as provided in Chapter 57-1643, Laws of Florida, as amended (the “District’s Creation Document”) the Orange County Board of County Commissioners acts as the governing authority of the District; and

WHEREAS, the District desires to install a new stormwater retrofit within the Wallace Street public right of way (the “Right of Way”) to provide for the treatment of stormwater runoff to Lake Conway (the “Improvements”); and

WHEREAS, the District desires to enter into this Agreement to have the County install, operate, maintain, and repair the Improvements; and

WHEREAS, the City has maintenance and operational jurisdiction of the Right-of-Way where the Improvements are to be installed; and

WHEREAS, for the benefit of the citizens within the District, the District and the County are requesting to enter into this Agreement to obtain a license from the City for the County's right to install the Improvements in accordance with the plans attached hereto as **Exhibit "A"** (the "Design Plans") and for the County's right to operate, maintain, and repair the Improvements within the Right-of-Way in perpetuity; and

WHEREAS, as provided in the District's Creation Document, the District is authorized to expend and use the funds collected under the taxing and fee provisions of the law to carry out the intent and purpose of said law ("District Funds"); and

WHEREAS, the Improvements will preserve and enhance the water quality as well as the natural beauty and attractiveness of Lake Conway; and

WHEREAS, District Funds will be expended and used in compliance with the District's Creation Document for the County's installation, maintenance, operation, and repairs to the Improvements; and

WHEREAS, the District and the County, in consideration of the City's license to the County to install, operate, maintain, and repair the Improvements, has agreed to the terms, conditions and requirements set forth in this Agreement; and

WHEREAS, the City and the District have determined that the installation of the Improvements is in the interest of the District and the citizens within the District.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. License

For so long as this Agreement is in effect, the City hereby grants the County the non-exclusive right, privilege, and license to install, operate, maintain, and repair the Improvements as depicted in the Design Plans. The license herein is granted for perpetual use commencing on the Effective Date, as defined below, of this Agreement. Prior to performing maintenance and repair work on the Improvements that would impede public access over and through the Right-of-Way or disturb the City's or others' improvements within the Right-of-Way, the County shall obtain permission for such work from the City, which may require obtaining a right-of-way utilization permit.

Section 3. Construction and Maintenance of Improvements

A. Installation of Improvements. The County shall construct and install the Improvements within and along the Right-of-Way in accordance with the Design Plans. Upon completion of the installation of the Improvements, the County shall repair and restore the Right-of-Way to the City's landscaping standards for a City right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards. If the County is using a contractor to perform the installation work, the contractor will be required to obtain a right-of-way permit from the City before commencing installation activities.

B. Maintenance and Repairs. The Improvements shall be operated, maintained and repaired by the County in accordance with this Agreement. No portion of the Improvements shall be maintained in such a manner as may interfere with the use of the Right-of-Way by the City, other utility owners, or the public, or create a safety hazard, as determined by the City in the City's reasonable discretion. The County, and their respective contractors and agents, shall not, while operating, repairing, or maintaining the Improvements, damage or disturb any portion of the Right-of-Way, and improvements therein, without the prior written approval of the City and the City's prior written approval of a plan to restore the Right-of-Way. The County, and their respective contractors and agents, shall take all safety measures required by law for construction, repair, and maintenance work in and along public rights-of-way, including the placing and display of caution signs and signals, when working in the Right-of-Way, and shall prevent any obstructions to the Right-of-Way which are or may become dangerous to the traveling public. In the event that any work to be conducted by the County requires streets or traffic lanes to be closed or obstructed, the County, shall, pursuant to the City ordinances and regulations, obtain all permits from and pay all applicable fees to the City, and shall obtain approval of its maintenance of traffic plan from the City's Police and Public Works Departments prior to commencing such work.

The County, shall have the right to clear and keep clear all trees, undergrowth and other obstructions in the Right-of-Way that interfere with the normal operation or maintenance of the Improvements. The City agrees to not build, construct or create, nor permit others to build, construct or create any buildings or other structures which may interfere with the normal operation or maintenance of the Improvements within the Right-of-Way.

C. Damage Caused. The County shall cause the repair and restoration of any damage to the Right-of-Way including the restoration of sod, landscaping, and pavement caused by the County during the County's work on the Improvements within the Right-of-Way. The County shall repair and restore the same to the condition it was in prior to the damage promptly within the earlier of: (i) ninety (90) days of notification to the County by the City; and (ii) ninety (90) days from the County first becoming aware of such damage; provided however, in an emergency circumstance affecting the health, safety and welfare of the public or surrounding residents or businesses, the County shall take immediate action upon becoming aware of such circumstance to alleviate any dangerous situation or unsafe condition. Such repair and restoration shall be implemented to a condition at least equal to that which existed immediately prior to the infliction of such damage. Further, the County shall be responsible for the repair and restoration

of any damage or injury to any third party's property, improvements or facilities caused during their work on the Improvement within the Right-of-Way.

D. Funding of the Installation, Maintenance, Operation, and Repairs of the Improvements. The District shall appropriate funding for the County's installation, maintenance, operation, and repairs of the Improvements for the duration of this Agreement in compliance with the District's Creation Document. The funds are not to be used in a manner inconsistent with the District's Creation Document.

E. Compliance with the Law. Unless otherwise provided for herein, during the operation, construction, installation, repair and maintenance of the Improvements, the County shall comply with any and all laws, ordinances, and regulations of the City, County, state, and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, drainage, utilities, and signage within and along public rights-of-way.

To the extent of any conflict between the additional requirements set forth above and any current or future City, County, state, or federal law or regulation, the more stringent requirement shall control unless preempted by law.

Section 4. Inspection

At all times, the City shall have the right to inspect the installation and construction of the Improvements to ensure compliance with the terms of this Agreement.

Section 5. Equitable Rights of the District and the County

The District and the County shall be entitled to written notice from the City if the City is considering or intending to vacate any portion of the Right-of-Way subject to this Agreement. The District and the County shall be entitled to seek equitable relief if the City fails to provide written notice to the District and the County.

Section 6. Indemnification

No Party, their officers, employees, or agents shall be deemed to assume any liability for the acts, omissions, and negligence of the other Party, its officers, employees or agents. However, the City, subject to the provisions of Section 768.28, Florida Statutes, will defend, indemnify and hold harmless the District and the County, from and against said claims arising out of the City's neglect, acts, errors or omissions in connection with the Project, or the negligent acts, errors or omissions of anyone acting under its direction, control or on its behalf. Nothing in this Agreement is intended as a waiver of sovereign immunity by the Parties.

Section 7. Term and Termination

This Agreement shall commence and become effective upon the date the last Party executes this Agreement (“Effective Date”). This Agreement may be terminated at any time by mutual written consent of the Parties.

Section 8. Modification

Any change, amendment, or alteration to this Agreement shall be in writing and signed by the Parties.

Section 9. Notice

Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when (a) hand-delivered to the official designated in this Section 9; (b) such notice is sent by Federal Express or other nationally recognized overnight courier service; or (c) such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a Party at the address set forth opposite the Party’s name below.

If to District: Orange County Environmental Protection Division
 ATTN: Manager
 3165 McCroy Place, Suite 200
 Orlando, Florida 32803

With Copy to: Orange County Office of Management and Budget
 ATTN: Budget Manager
 201 South Rosalind Avenue, 3rd Floor
 Orlando, Florida 32801

If to County: Orange County Administrator’s Office
 Orange County Administration Building
 201 South Rosalind Avenue, 5th Floor
 Orlando, Florida 32801

With Copy to: Orange County Environmental Protection Division
 ATTN: Manager
 3165 McCroy Place, Suite 200
 Orlando, Florida 32803

If to City: City of Belle Isle
 ATTN: City Manager
 1600 Nela Ave
 Belle Isle, FL 32809

With Copy to: City of Belle Isle
ATTN: City Clerk
1600 Nela Ave
Belle Isle, FL 32809

Section 10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

Section 11. No Third-Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

Section 12. Governing Law; Venue

The Parties acknowledge that this Agreement is executed and delivered in the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.

Section 13. Assignment

Neither this Agreement, nor any right or obligation of any Party may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all Parties.

Section 14. Attorney's Fees

The Parties expressly agree that each Party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 15. Waiver Of Jury Trial

The Parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors under or connected with this Agreement or any of its provisions and any negotiations in connection herewith.

Section 16. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.

Section 17. Captions

Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

**LAKE CONWAY WATER AND
NAVIGATION CONTROL DISTRICT**
By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

CITY OF BELLE ISLE, FLORIDA
Florida municipal corporation

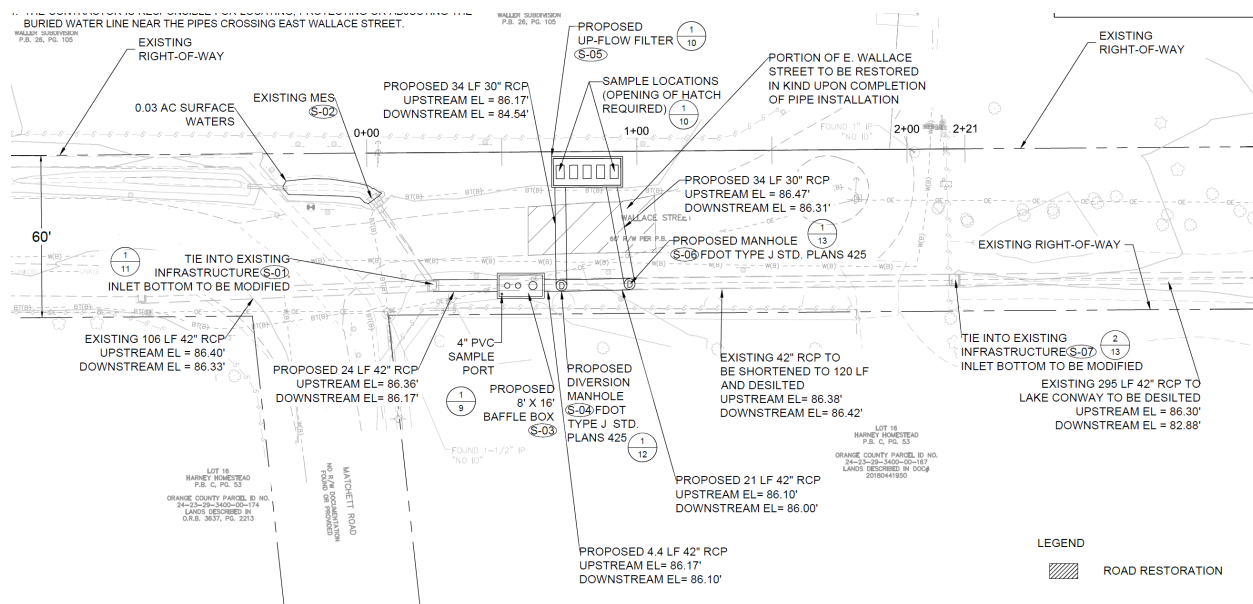
By: _____
Jason Carson
Mayor

By: _____
Attest: Yolanda Quiceno
City Clerk

EXHIBIT “A”

DESIGN PLANS

The project area is located on the north side of East Wallace Street at the intersection of Matchett Road in the eastern portion of central Orange County, within the limits of the City of Belle Isle. The project is within Section 24 of Township 23S South, Range 29E East, within the jurisdiction of the St. Johns River Water Management District (SJRWMD), within County Commission District 3, within the Boggy Creek Watershed, and within the County's Three Points Maintenance District. The proposed BMP is a 2nd generation baffle box with up-flow filter using bio-sorption activated media (BAM).



City Manager Work Plan Items:

- Venetian Canals/other Canals:

Zoom meeting was held on October 23. Staff will update the council. The council put a 60-day timeframe.

- Review/change City Charter/Code:

The council approved a citizens' committee. A council retreat day will start the discussion. Code will be talked about first. An E-alert will be sent to everyone with information.

- Annexation:

The city council has put a future annexation study on hold until after the November 3, 2026, election.

- RFPs:

Modernize Audio/Visual System – RFP has been modified, reposted, and a vendor meeting was held. It will go to council on November 17.

- Stormwater Appropriation – THUD:

We received this appropriation for \$850k. Flood mitigation, through Rep. Darren Soto office.

- Judge/Daetwyler Dr. Transportation Appropriation:

We are discussing an environmental study currently with the county and what the final scope will look like.

- Hurricane Ian:

We have sent a letter disagreeing with the state findings on our reimbursement. Our letter has been sent to FEMA so they can give us the FINAL determination. We are ready to appeal if necessary. Our senator sent an email to help get a final determination. We continue to wait...

- 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). The city has no match money for this project. We are waiting for DOT to do a new scope amendment.

- Healthcare Providers:

Council has asked staff to look into healthcare providers in FY 26/27 to see if there could be cost savings by changing vendors.