



## CITY OF BELLE ISLE, FL

### CITY COUNCIL MEETING - UPDATED

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL

Held the 1st and 3rd Tuesday of Every Month

Tuesday, May 07, 2024 \* 6:30 PM

### AGENDA

#### City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Beth Lowell, District 5

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

District 3 Commissioner – OPEN | District 4 Commissioner – Jason Carson

District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Commissioner Carson, District 4
3. **Presentations**
  - a. RVi Stephen Noto - Comp Plan Update
4. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
5. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
6. **Unfinished Business**
  - a. Lancaster House Update, Discussion and Possible Motion
7. **New Business**
  - a. **RESOLUTION 24-04** - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR AS A SIGNATORY ON THE LOCAL TRANSPORTATION PROJECT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
  - b. Approval and Acceptance of Donation for Police Department Ice Maker
  - c. Appointment of Special Events Committee Members
8. **Attorney's Report**
  - a. Sunshine Law & Ethics Training - May 21, 2024 at 5:30 pm - 6:30 pm
9. **City Manager's Report**
  - a. CM Task/Log List
  - b. Strategic Planning - Budget Goals 2024-2025 Information
  - c. Chief's Report
  - d. Public Works Report
10. **Mayor's Report**
11. **Council Reports**
12. **Adjournment**

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

a.

**Meeting Date:** May 7, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Yolanda Quiceno, City Clerk  
**Subject:** Lancaster House Discussion and Possible Motion

**Background:** The attachment outlines the events and discussions regarding the Lancaster House from 2018 to the present. During these past few weeks, the City has received correspondence from individuals supporting keeping the house. The City Manager is asking for Council direction on the best course of action as this is an ongoing subject that needs resolution.

**Staff Recommendation:** Discuss options.  
**Suggested Motion:** Based on Council discussion.  
**Alternatives:** Council Discussion only.  
**Fiscal Impact:** At least \$120,000 for the move.  
(Estimate from April 19, 2022, CM Memo to Council).  
**Attachments:** Attachment A

**ATTACHMENT A**  
**Agenda Sheet – May 7, 2024**

September 2018 – CCA asked the city to complete an inspection of the home. After the inspection, CCA is no longer planning to use the building because the house is noncompliant, and they do not have ADA-compliant certification...

December 17, 2018: I wrote a letter to PCHS letting them know we planned to demolish the house and that if they wanted it, they should come in by January 15 and provide a plan on how they will move forward.

February 5, 2019 - Just like the Crawford house, PCHS wants it; they can have it; we want to see a plan on how they are going to move it and restore it. "Bob"

Cindy Lance indicated that the current state of the Grady house was due to CCA and the city not caring for the home properly. Cindy requested a reasonable amount of time (Not the 90 days offered that this was unreasonable) to come up with a plan and asked for one year.

Bobby Lance indicated that they just needed time and that with Shirley Cannon on the helm, they would get it done.

Richard Fox -It was verified by six (6) historical architects that the home is historically noteworthy, as it has vertical cypress boards beneath the current covering. AC blows cold in the summer; the roof is solid, and the floor is solid. Richard indicated that PCHS was proposing to relocate the building and repurpose it. We have to find a new place to put the home, raise the money for the relocation, and later complete the refurbishment, get the permits to make the move, and later on make the changes to the building. We are asking for the city to maintain ownership of the home throughout this transition period, and once we have identified the site and funding, we will ask for the home to be sold for \$1. We have no idea where the money will come from; we just need time, but we wanted to say we wanted it.

Shirley Cannon – no comment.

Bob asked Richard why none of these homes were on the National Historic List. Richard, that's a good homework assignment to find out why.

Uribe spoke. I am newly elected, and I want to bring along Pine Castle's great history. I am looking for funding to make this happen and move it. I pledged to make an investment in PC. You will need to speak with Linda Cobert of the school board to learn if the PC Elementary can be obtained by COBI.

Partin said we have to give them the peace of mind they need and give them the year they are asking for. That the plan will be devised and moved within a year. March 1, 2020.

Gold, it is the fault of the city that the house is in the state that it is in. The city is responsible for the upkeep of the buildings as the landlord.

This home was not maintained long before Bob arrived and long before this council, with the exception of Harv Ready.

Lydia, I'll see Senator Stuart this Friday and ask about a grant for this house.

We then learned the homes that were part of the property initially under the Bond; thus, CM had to work on obtaining forgiveness for having already removed the Pine Castle.

July 2, 2019 – the issue was brought before the council at the request of the PCHS to donate the Grady house to the PCHS. CM indicated that the area was not so large that the school could do without that area as parking. There was to be plaque installed indicating the COBI donated Grady house to PCHS. The council voted 4-1 in favor of the donation. YAY-Neilsen, Partin, Simms, Gold, NAY – Shuck.

July 18, 2019—Joy Fox said we will have a line item quote from Qwang by Tuesday. We want to get the quote down to stabilize the house. The house is sinking on Waltham's side, and it needs to be jacked up. The home needs to be insulated, the floor needs to be replaced, and the front steps need to be replaced.

On July 31, 2019, Qwang sent over an 81K estimate for work at the home.

In August 2019, COBI took trees down.

On August 8, 2019, CM began working on the bond issue, which kept the COBI from doing anything with the home until approval from Bond Holders.

August 2019 Grady House meeting estimate from Qwang for 80,000—at this meeting, it was decided that PCHS would not pursue federal or state grants but keep it local and raise money. through local foundations and private donors. Richard will speak with Chris Comins to see if he would spearhead this. Per Belle Isle's terms, we will pursue the Historical Register.

December 20, 2019, CM received.

January 2020 – Joy & Richard Fox, and Bob left the board.

Feb 12, 2020 – CM sent an email to the historic preservation office of Florida. The city received a packet indicating the home could be moved if it had architectural value and or a famous person resided and still retained the historical designation. We sent this information to PCHS. Joy Fox replied that they had not submitted the application.

March 2020, one year passed, and PCHS was to apply for Historical Designation.

April 2020 – then PCHS said they cannot do it, and there is no funding.

May 2020 Quang provided a \$ figure what it would take to renovate the house. This guy was working on the Crawford house, and PCHS was working up a bid for the Grady House.

May 5, 2020 – council learned at meeting that PCHS had declined taking the home. A new interested party contacted CM Ms. Stephens, and Ms. Frazier across the street from Grady House. Discussions issued with these folks. We kept the deadline date of July 1, 2020 for anyone interested in the moving building make contact by July 1, 2020.

May 14, 2020 – Orange County Schools contacted COBI, saying they had been contacted about the home. CM asked for them to help and preserve the home if it is of high importance to OCPS and devise a curriculum for 4<sup>th</sup> graders. Did not hear back from OCPS.

July 6, 2020 – Shirley Cannon sent an email saying we are trying to do a GoFundMe.

July 8, 2020 – email from Ed Gold raising money would be a lot of work and problematic.

September 2020 - Linda Chapin asked Bill Brooks to give it another 6 months to get a solution.

August 9, 2021 – CM asked Larry Miles to provide a donor letter and send it out. Larry said PCHS has no money for mailing, and we have less than \$1000. CM offered for the city to send out under our bulk rates using your database/ mailing list to raise funds. Larry says we want to partner with you and get this done. We are proud of you for making this happen, Bob.

August 25, 2021 – CM received an email from Larry. This is awesome. We will finalize a letter and get it back to you.

August 26, 2021 Bob drafted a letter sent to PCHS Shirley sent to Larry for his approval CM never heard back again on this topic.

On Nov 16, 2021, City Council discussed the move of the Lancaster House. Comm Nielsen said Billy Morgan stated that he would favor renovating the home and would like to speak with staff and present a plan of action to City Council at the next meeting. Discussion ensued on prior events and deadline challenges.

December 7, 2021 Disposition on Lancaster House  
In speaking with Billy Morgan, Chairman of Pine Castle Pioneer Days Inc. (PCPD), City Manager Francis said that he requested approval of his agreement to renovate the Lancaster House and remain at its location.

Comm Nielsen asked the Council to allow for a Pine Castle Pioneer Days Inc. representative presentation.

Billy Morgan proposed renovating the Lancaster House dated December 7, 2021. Comm Nielsen said she would like the City to consider the proposal presented and recognize the home as a historic structure. She does not believe saving the home is at the expense of the expansion of the school. It will be an asset to the school, a partner to the curriculum and development of students, and an appreciation of history.

The Council shared the following concerns,

Q: What funding is available for the renovation?

A: The funds will be raised through fundraising efforts. The PCPD has private individuals ready to donate to the renovation.

Q: How will the parking be managed/provided?

A: It will be managed by appointment only and not be used as an office.

Q: Comparing it to the Crawford House project, how will it differ?

A: We are not the same group that managed the other project and looked forward to moving this forward.

Q: What was the tipping point for submitting a proposal now after so much time?

A: We are not the same group that the City has been working with and would like to make a final attempt to keep the Lancaster House by entering into a formal lease agreement for one year.

Q: What does keeping the house do with the Lease to the school?

A: Mr. Francis said he would have to review the current Lease; however, CCA does have plans for that property, and if it were to be kept at its location, that section of the Lease would have to be revisited or removed from the CCA lease agreement.

Q: What kind of numbers have been proposed for renovation costs, if any?

A: PCPD has preliminary numbers based on the prior organization. They have not had the opportunity to speak with City staff or the insurance company and review the house's current condition.

Q: Has the school signed the new Lease?

A: City Manager Francis said not at this time.

Mayor Fouraker said he has some legal concerns with the proposal. In addition, the request has to be made to the school because they control the leasehold (sublease) improvements. He shared his concerns with the school's security plan and vetted visitors visiting the Lancaster home.

Attorney Chumley said the Council already approved the Lease before CCA for approval. The proposal will have to be also proposed to CCA for consideration.

City Council Meeting December 7, 2021 – Page 5 of 6

Mr. Francis clarified for the record said CCA did not have a problem with contributing to the move; they did have a concern with contributing funds to move the home to a private homeowner.

Comm Carugno moved for the City Manager to discuss with Pioneer Days to develop an agreement and provide all details to lease the house by the February 1, 2022, Council meeting. Comm Gold seconded the motion for discussion.

Comm Gold said the parcel represents 13-parking spaces for CCA. The City can remedy that by fencing off the house independently; negotiating with the BOA building and Wallace Field.

Mayor Fouraker shared his concern with the discussion and said the traversing of children and the proximity of the Lancaster house to school property is not that easy. Wallace Field and the BOA building are already in the Use Agreement and not a "bargaining chip."

After discussion, City Manager Francis said the Council needs to agree on moving forward or taking the house down. If Council wants to move forward, he recommends the proposal be presented to CCA Board in January for approval. He encourages those parties interested in preserving the Lancaster home to be present to show their support. In the interim, he will meet with Billy Morgan and the City Attorney before the CCA January 2022 school board meeting.

Comm Partin cautioned Council on making statements that may or may not be true. He stated many parents pleaded and were opposed to keeping the home because of the safety issues and infestation. In the past, there has been a challenge in raising the money and hopes that this extension proves different.

Comm Shuck said he believes there is a conflict of interest for some Council members who sit and are part of the Pine Council Historical Society and Pine Castle Pioneer Days.

Mayor Fouraker said he would like to see PCPD present a proposal to save the Lancaster House with financials to the CCA Board for consideration.

After discussion, the motion passed unanimously 7:0.

Mayor Fouraker opened for public comment.

David Martens, President of the Lake Eola Heights Historic Neighborhood Association in Orlando and Board member of the Preservation Trust, spoke in favor of the renovation and saving of the Lancaster House.

Vivian Oviedo, residing at 1027 Waltham, spoke to save the Lancaster House.

Park Lion expressed his appreciation to the City for preserving history.

December 8, 2021 – Alexa – did research on what is taught in 4<sup>th</sup> grade history.

December 9, 2021 – CM sent email to Bill Brooks saying we are back to square one on Lancaster Home. Bill given the boards disapproval to help pay for move, id be surprised if they are willing to sub lease. If their answer is no per the clause that the city will not withhold approval to demolish the building. I would guess the school could move forward demolishing by school.

January 4, 2022 - Citizen's Comments  
Mayor Fouraker opened for citizen comments.

Kimberly Stevens, along with Elizabeth Frazier, residing at 5817 Randolph Avenue, spoke on the future of the historic Lancaster home. Until recently, she and her mother were negotiating to move the Lancaster house onto their property. Ms. Stevens gave an overview of the events, and an email was received stating that Pinecastle Pioneers Days is interested in renovating the home and awaiting CCA approval. She is asking that the City uphold its commitment to pay the \$20,000 towards the move and have staff continue to work with Duke Energy to assist. Upon execution of the contract, they will preserve and relocate the home at no cost to the City within 90-days. She stated that they would be willing to copy all estimates, available funds correspondence, approved variance, and site plan necessary to move forward.

Mayor Fouraker said the item is not on the agenda for discussion; however, this Council has been very good in keeping their word.

Issues Log

City Manager presented the Issues Log dated 1/04/2022 and gave an overview of the next steps for each item as written. In addition to the notes, he added the following,

Grady Lancaster House – He informed Ms. Stevens that CCA might consider it if she signs a contract with the movers with an approximate date and wants to attend the CCA meeting on 01/19. Once CCA signs the new agreement, they control all buildings on the grounds.

City Council agreed to re-open public comment.

Ms. Stevens asked if the City would no longer control the Lancaster house once the CCA contract was signed. Mr. Francis said that once signed, CCA is responsible for subletting, demolition, or renovation of all buildings on the grounds.

For the record, Mr. Francis said the City could not get additional funding because he could not find a public funding source that would fund moving a house for a private residency and not open to the public, which is why CCA denied the funding. There is \$20,000 allocated for the



disposition of the Lancaster house. As part of the allocated monies, \$6,900 was used to fumigate the house, which was part of the move process.

Ms. Stevens sent an email to the City asking us to lead the project. Mr. Francis stated in his email to Ms. Stevens that, from the beginning, he has said that neither he nor the staff has the time to dedicate to the move of the house. It was Ms. Stevens' responsibility to lead the project.

Discussion ensued on the events to date that led to the concern by Ms. Stevens. After discussion, Ms. Stevens shared that she wants to move forward with the relocation and organize the move. She further asked that the \$20,000 be available for their use for the move.

Michelle Meyers residing at 304 S Prospect Street Crescent City, FL, said we are dealing with government vs. resident and miscommunication of the process.

Elizabeth Frazier shared her concern and confusion about the process that led them to lose the opportunity to move home.

Mayor Fouraker said we have a conundrum. We pledge to wait until February to allow Pioneer Days to submit a proposal to CCA. But, we will also be going back on our word to Ms. Stevens. Mayor Fouraker asked the Council for directions on how to save the house or a favorable proposal. He cautioned that he wouldn't want to be responsible for inducing someone to have a life change or lose their home. Discussion ensued.

From a legal standpoint, Attorney Chumley said he is concerned with the City's commitment, and he cautioned the Council to provide a guarantee of any sought outcome concerning this property.

Comm Shuck said Council should not be making any decisions until Pioneer Days have had the opportunity to submit a plan to CCA as discussed.

Comm Holihan said he would like Council to step back and continue the conversation later because it was not on the agenda for discussion.

January 2022 – Bill Brooks said the board voted 5-0 to demolish. But if there is anyone that wants to move it, come forward, and we will allow you the time.

January 18 2022 - Agreement to move Lancaster House

At the last Council meeting, Kimberly Stevens and Elizabeth Frazier discussed their interest in the Lancaster House. Since that time, they emailed the City saying that they would not save the home because the cost has gone up so substantially. Mr. Francis said they are aware of their first right of refusal. In addition, there are aware of the unknown risks and will incur inherent risks. Mr. Francis said the Council has two options, demolish the house or allow Pioneer Days to

present to Cornerstone Charter Academy Board and receive approval to sublet the property. Discussion ensued.

Comm Gold asked if Ms. Stevens was not aware of the cost differences. Mr. Francis said he told them that the March 1 date is negotiable. According to their email to the City, there are many spiraling costs, and they opt out of the move. For the record, Mr. Francis read the email received on January 18, 2022.

Comm Nielsen asked if it would be wise to get a written agreement to clear everyone before moving forward. Attorney Langley said the City is not required to have an agreement with Ms. Stevens to dispose of the property. The email serves the purpose that the move of the house doesn't work for them. In addition, Comm Nielsen said she would like the City to contact Billy Morgan and let him know what has transpired to see if they are still willing to update the home and present their plan in February to the Council. Discussion ensued.

Mr. Francis said, with Council approval, he can contact Pioneer Days to contact the CCA Board about subletting the home on January 26<sup>th</sup>

In the January 2022 school board meeting, Bill Brooks said the board voted 5-0 to demolish. But if there is anyone who wants to move it, come forward, and we will allow you the time.

February 15, 2022 - Lancaster House: RFP bids for demolition due February 24. Staff will place the bids and recommendations on the March 1st agenda.

March 15, 2022 - Lancaster House  
The staff has submitted an Invitation to Bid due end of April to remove the Lancaster House. Mr. Francis sent an email to CCA Chairman asking for CCA Board consideration to contribute \$25,000 towards the move of the Lancaster House. The next CCA Board meeting will be on April 22.

April 19, 2022 Council Meeting - 5c. Reconsider the decision regarding the Lancaster House move City Manager Francis said the City Council voted to move the Lancaster House to Wallace Field. After a Staff review of the logistics, cost, and other considerations, the best course of action is to keep the house in its current location for a few more years. Moving the home will obliterate the antebellum look of the existing tree canopy. Staff provided a memorandum outlining the reasons for keeping the house in its current location and considered other factors that had not been discussed at previous meetings. Discussion ensued on possible street locations for moving the home and the current Cornerstone Charter Academy (CCA) lease agreement office space. Comm Carugno moved to approve the City Manager's recommendation to keep the Lancaster House in its current location and direct the City Manager to work on a lease agreement with the Pioneer Days Organization and CCA.

Comm Holihan seconded the motion. Mayor Fouraker spoke on the previous motion to move the home. He said directing the City Manager at this time to work on a lease with Pioneer Days

will not be possible because of the current lease conditions with CCA. The City will need CCA approval to carve the parcel out of its current lease to consider a sublease. Attorney Langley said leaving home at its location will require CCA approval to develop a concept for sublease (including metes & bounds) or regain possession separate from the lease.

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Comm Shuck shared his concern and said the City has pushed this issue long enough and addressed future growing costs and moving the home. Discussion ensued. Mayor Fouraker opened for public comment.

Billy Morgan residing at 1916 Elizabeth Avenue, Orlando, FL, spoke in favor of the motion and discussions with staff. He reported that Pioneer Days would have its Annual Meeting on Thursday.

Larry Miles residing at 6110 Matchett Road, shared some history on saving the home and spoke in favor of the motion.

There being no further comment, the comment section was closed. The motion passed 6:1 with Comm Shuck, nay.

April 21, 2022 – Letter from COBI to CCA - April 21, 2022, OF CITY OF BELE ISLE, FLORIDA  
1600 Nela Avenue, Belle Isle, Florida 32809 (407) 851-7730 • FAX (407) 240-2222  
www.cityofbelleislefl.org  
Cornerstone Charter Academy Board of Directors Cornerstone Charter Schools Inc.  
5903 Randolph Avenue Orlando, 32809

RE: Lancaster House

Dear Chairman Brooks and CCA Board Members:

At their April 19, 2022 meeting, the City Council discussed several options for the final disposition of the Lancaster House. Those options were to:

a Keep the Lancaster House in its original (current) location and further directed that I help negotiate a lease between Cornerstone and Pioneer Days that will allow Pioneer Days to sublease the house from Cornerstone.

b. Amend the current lease agreement between the City and Cornerstone to "carve out" an area of approximately 4,000 square feet in the northwest corner of Lot 8 that the House sits on. Then, the City would lease this space to Pioneer Days.

After much deliberation, the Council passed a motion to keep the Lancaster House in its original (current) location and further directed that it help negotiate a lease between Cornerstone and Pioneer Days that will allow Pioneer Days to sublease the house from Cornerstone.

I would like to meet with your representative in early May to start the process of negotiating a lease between Cornerstone and Pioneer Days. Please contact me at your earliest convenience so we may start the process. Thank you.

May 3 2022 – City Council Meeting

Wallace Field – Cornerstone Charter Academy (CCA) is preparing to submit for site plan approval to the Planning & Zoning Board. The Tree Board is researching adding a pollinator garden on Wallace field for consideration.

Comm Carugno said he would like to place a temporary holding place on the approval of a site plan until the consultants rule out Wallace Field as the City's EOC facility.

Comm Carugno motioned to direct the City Manager to postpone CCA site plan approval until the City finalizes the Lancaster House project and EOC location. Comm Gold seconded the motion.

Comm Shuck shared his concerns with deadline commitments by pushing these issues again down the road.

The Council discussed the current agreement with CCA and the process of developing the field. Attorney Chumley stated that if there are agreements in place and a site plan in process, CCA will be entitled to go through the process. To clarify, the motion is to research the Use Agreement and have the City Manager sit down and discuss the recommended options. Discussion ensued.

The council consensus was to have the City Manager review the Use Agreement and ask CCA to delay the submittal of the site plan as recommended in the motion. The motion passed unanimously 7:0 upon roll call.

Lancaster House – The staff has not received feedback regarding the Council's request to lease the home on-site between Pine Caste Pioneers Days and CCA or a lease amendment to carve out 4000 ft. from the lease.

Billy Morgan found, through his research, that Mr. Lancaster was issued a patent for Fruit Clippers, which is historically significant for the Orange Grower community. Discussion ensued on alternative moving routes.

Mr. Francis said the City must bring this issue to a close and would like to send a letter to CCA with five options for consideration and CCA Board approval on June 22: Move the house or Renovate the house and use it as office space at their expense.

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-Request to demolish the house at their expense

- Sublet to Pioneer Days or any other entity approved by the City
- Agree to carve out 4,000 sqft of space from the lease

May 4, 2022 – Letter from COBI to CCA

May 4, 2022  
 CITY OF BELE ISLE, FLORIDA  
 1600 Nela Avenue  
 Belle Isle, Florida 32809  
 (407) 851-7730 • FAX (407) 240-2222 [www.cityofbelleislefl.org](http://www.cityofbelleislefl.org)  
 Cornerstone Charter Academy Board of Directors Cornerstone Charter Schools Inc.  
 C / William Brooks, Chairperson  
 5903 Randolph Avenue  
 Belle Isle, FL 32809  
 RE: Lancaster House

Dear Chairman Brooks and CCA Board Members:

This letter will serve as a follow-up to my letter dated April 21, 2022, regarding the Council's decision to keep the Lancaster House in its current location. The City Council signed an agreement with the CCA Board that there has to be a final resolution on the disposition of the Lancaster House. This issue has gone on for too long and has been a dividing issue for the community. There is no right or wrong decision here, and all parties have presented strong arguments for both sides of the issue. In the end, as explained later in this letter, the disposition of the House lies with the CCA Board; however, before that decision is made by the Board, the City requests that the Board consider the additional information provided by the Pioneer Days organization which is enclosed with this letter.

In an email to the City, Mr. Morgan stated that the house is not only architecturally significant, as we have been arguing all along, but it has several historical associations that will not only assist in getting the Registry but should also prove fruitful in securing grants for refurbishment, specifically including:

- It is Orange County's earliest known example of the Florida Vernacular "I-House" floorplan surviving on its original foundation.
- Well-known blind poet Harvey Austin Fuller was inspired to write his poem "Our Little Jim" by a child who lived in this house.
- The home's original owner, Isaac Aten, was not only a Union veteran of the Civil War but was also widely respected as an innovator in the field of agriculture. He experimented here with using steam technology to protect delicate tropical fruits against winter weather. Later, resident Arthur Lancaster was not only the first elected Mayor of Belle Isle but was also a respected agricultural innovator. He patented a device that helped harvest oranges without damaging the fruit skin.

At the May 3, 2022 Council Meeting, the Council reviewed this information, providing a more complete lineage of the House. In the past, everyone who commented on the Lancaster House stated that there is no significant history or historical event associated with the house or its

inhabitants. This document may refute those previous statements. It should be noted that only the house itself is historic; the garage does not have historic value.

Even at the last CCA Board meeting, the Board applauded a student who was going to Tallahassee to compete in a history competition, and Dr. Pancoast was even prouder to announce that there is a history club that is being formed or being formed at the school. Possibly, with the CCA History Club, the students can assist with the renovation or even use the house as a meeting place once it is renovated.

In speaking with the Pioneer Days organization, they have been assured by professional educators that the opportunities for curricular interface with Florida's prescribed standards far exceed the oft-quoted Social Sciences' 4" grade pioneer era criterion, spanning K-12. These include all the quantifiable sciences as well as the humanities, especially given the Harvey Austin Fuller connection. There is not much more to add to the historical value of the house, but it is necessary to provide you, the Board, with a complete history of the house to see if this will have any effect on your previous decisions to demolish the House. If not, then the remainder of this letter will outline the Council's direction.

In discussions with the City Attorney and the Council, there are several issues that were considered in the new lease. Section 76. provides CCA with the quiet enjoyment of the leased Premises, so long as there is no default of the lease. (... so long as no Event of Default (as hereinafter defined) has occurred or is continuing, Tenant shall and will peacefully and quietly have, hold, and enjoy the Leased Premises for the Term subject to the terms and conditions of this Lease.)

Section 71. of the lease also provides that CCA can make improvements to or demolish existing structures at the Tenant's sole cost and expense. (...Tenant may make Improvements or demolish existing structures on the Leased Premises, at Tenant's sole cost and expense, with the prior approval of Landlord, which approval will not be reasonably withheld. "Improvements" means the construction or demolition of and the alteration or addition to structures, buildings, fencing...). Although moving an existing structure is not included in the lease, I believe the Council will look favorably on moving the structure.

CCA does have a responsibility until final disposition of the Lancaster House is known to maintain the building and grounds which is stated in Section 6.3 of the lease. (... Tenant shall, throughout the Term hereof and at no expense whatsoever to Landlord, take good care of the Premises and the Building and other Improvements and structural components thereof now...) CCA is also allowed to sublet the Lancaster House according to Section 16.4 of the lease. (... Tenant may not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent of the Landlord...). The Council has already provided that authorization to sublet to Pioneer Days.

Therefore, the Board has a number of options that they can pursue:

- a. Make a formal request to the City Council to move the house at CCA expense
- b. Make a formal request to the City Council to demolish the house at CCA Expense.
- c. Keep the Lancaster House in its original (current) location. CCA can renovate the house at CCA's expense and use the house as it sees fit. If the Board considers this option, then the Board should consider contacting the State Historic Preservation Office (SHPO) for advice and guidance on how historic buildings can comply with ADA standards. There are also a few exceptions for historic buildings that SHPO can speak about.
- d. Keep the Lancaster House in its original (current) location and negotiate a lease between Cornerstone and Pioneer Days that will allow Pioneer Days to sublease the house from Cornerstone. Pioneer Days has the resources to complete the necessary renovations and contacts at the state and federal levels for grant funding and ADA compliance.
- e. Amend the current lease agreement between the City and Cornerstone to "carve out" an area of approximately 4,000 square feet in the northwest corner of Lot & that the House sits on. Then, the City would lease this space to Pioneer Days.

I believe that the CCA Board has all the necessary information needed to make a formal proposal to the City Council for any of the options presented above. I do not believe that the Council will withhold approval of any request made by the Board. Until a formal request is received and actioned on by the City Council, the Lancaster House will remain in its current location, and the City will request that the maintenance crew at CCA start to maintain the House and the grounds around it.

June 24, 2022 – letter from cca to COBI

Mr. Bob Francis, City Manager  
 City of Belle Isle  
 5903 Randolph Avenue  
 Belle Isle, Florida 32809  
 Via E-mail to: bfrancis@belleislefl.gov  
 Re: Lancaster House, 5903 Randolph Avenue

Dear Mr. Francis,  
 Pursuant to your May 4, 2022 letter, on June 22, 2022, the Board of Directors of Cornerstone Charter Academy...request. necessary permits to be issued by the City and all personal property as may be desired by any third party to be removed within thirty days of this request. As the property is City-owned, we do not believe CCA is required to make the application for permits, but if needed, let me know as soon as possible. Please advise as soon as all necessary permits are issued if any are needed. CCA plans to utilize the city's existing procurement of the low-bid contractor for the work. Thank you for your time and attention to this matter.

July 13, 2022 – council meeting

CCA Board Request to Demolish the Lancaster House

Mayor Fouraker summarized the CCA Board's request to demolish the Lancaster House. Upon review, staff confirmed that the City is working under the old lease agreement because the new lease has not been ratified because the bonds have not been redeemed. He added that it was the opinion of the staff and City Attorney that this item be tabled to allow for the City Manager, Vice Mayor Partin, to meet with Billy Morgan and Chairman Brooks to discuss and agree to a compromise that works for all parties. Attorney Chumley read, for the record, Section 7.1 of the new CCA Lease referencing the demolition of the property.

Comm Carugno moved to deny the request from the CCA Board to demolish the Lancaster House. Vice Mayor Partin seconded the motion.

Comm Shuck asked about the terms of the old lease on demolition and if the City could include a deadline for completion.

Attorney Chumley said the old lease does not specifically address demolition; however, it does state that the tenant cannot make any alterations, demolitions, or improvements without the landlord's written consent.

Comm Gold asked if the City could return to CCA and renegotiate some old lease clauses to protect our assets. Mayor Fouraker said some of the new contract language might be required by the bond Council to allow no impediment to redevelopment and expansion. Attorney Chumley said it is not uncommon for a City to renegotiate the terms of a lease. In addition, the new lease takes effect once the bonds have been redeemed.

City Council Meeting Minutes July 13, 2022–Page 2 of 5

Comm Carugno shared his comments in opposition to the demolition.

City Manager Francis stated that he would like to see those in attendance today attend the next CCA Board meeting to show them how important it is to keep the Lancaster House to the community.

The motion passed 5:1 with Comm Shuck, nay.

In summary, Attorney Chumley said the Council consensus was to have the City Manager and Vice Mayor Partin meet with Billy Morgan and Chairman Brooks to discuss the lease terms and agree to a compromise that works for all parties. After discussion, Comm Gold moved to have the City Manager, Vice Mayor Partin, and the City Attorney renegotiate the old contract terms/clause regarding demolition in the new lease.

Comm Lowell seconded the motion, which passed 4:2 with Comm Shuck and Comm Carugno, nay.



November 1, 2022 –  
Issues Log

Mr. Francis gave an overview of the Issues Log dated November 15, 2022. He further added,

- CCA asked if they could build a wall all around Wallace Field. He said he does not believe that will be approved. As part of the site plan, Mr. Francis said he would like to renegotiate including parking for the open space/city park designation.
- CCA is now responsible for the Lancaster House with the current lease and will remove this action item moving forward.

**RESOLUTION NO. 24-04**

**A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR AS A SIGNATORY ON THE LOCAL TRANSPORTATION PROJECT, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the State of Florida Department of Transportation and the City of Belle Isle desire to facilitate the Local Transportation Project, CSFA 55.039-Hoffner Avenue Traffic Improvements (Specific Appropriation 2042A of Chapter 2023-239, Laws of Florida) and

WHEREAS, the State of Florida Department of Transportation has requested the City of Belle Isle to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project, Financial Project Number FPN 453225-1-54-01.

NOW, THEREFORE, BE IT RESOLVED by the City of Belle Isle Commissioners that the State-Funded Grant Agreement with the State of Florida Department of Transportation is hereby approved and that the Mayor is hereby authorized to make, execute, and deliver such agreement and any and related supplement agreements to the State of Florida Department of Transportation, for the aforementioned project, Financial Project Number FPN 453225-1-54-01.

DONE AND RESOLVED this \_\_\_\_\_ day of May 2024.

\_\_\_\_\_  
NICHOLAS FOURAKER, MAYOR

Attest: \_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

\_\_\_\_\_  
Approved as to form and legality  
City Attorney

STATE OF FLORIDA

1 COUNTY OF ORANGE

2 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing  
3 Resolution 24-04 was duly and legally passed and adopted by the Belle Isle City Council in session  
4 assembled. At this session, a quorum of its members was present on the \_\_\_\_\_ day of \_\_\_\_\_  
5 2024.

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8 Yolanda Quiceno, City Clerk

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FPN: <u>453225-1-54-01</u>	Fund: <u>GR24</u> Org Code: <u>55054010508</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: <u>453225-1-54-01</u>	Fund: <u>LF</u> Org Code: <u>N/A</u>	FLAIR Category: <u>N/A</u> FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	Vendor No: <u>F591450640005</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and the City of Belle Isle, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Specific Appropriation 2042A of Chapter 2023-239, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Hoffner Avenue Traffic Improvements project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

**6. Project Cost:**

- a. The estimated cost of the Project is \$4,770,475.00 (Four Million Seven Hundred Seventy Thousand Four Hundred Seventy-Five Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,500,000.00 (One Million Five Hundred Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
  - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other

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binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.



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- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

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- 12. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
  - b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
    - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
    - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
    - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A.

**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): N/A

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF BELLE ISLE

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation

Legal Review:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 453225-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Belle Isle (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** See Project Description Below

**PROJECT DESCRIPTION:**

The Hoffner Avenue project is with City of Belle Isle (Recipient). The project will be a complete street project from Marinell Drive to South Conway Road. Total length is approximately 2.47 miles.

The proposed design improvements will include a crosswalk to connect sidewalks for school access, a 10-foot multi-use trail throughout the project, new curb and gutter, median refuge islands, median islands, increase or reduced turning radiuses, textured intersection, milling and resurfacing, landscaping medians, and landscaping buffer areas. In addition, the design improvements will also include road widening to place a single lane roundabout with enhanced crosswalks.

The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting, utility coordination, and transit coordination are anticipated. Right-of-way acquisition is not anticipated. The City of Belle Isle (Recipient) shall design the project within the limits of the right-of-way or easements.

The proposed construction improvements will involve the milling and resurfacing of existing areas, the placement of new asphalt where there will be widening and a single lane roundabout on Hoffner Avenue. Additionally, there will be median refuge islands, median islands, increase or reduced turning radiuses, textured intersection, landscaping medians, and landscaping buffer areas. Other improvements will include a crosswalk to connect to sidewalks for school access, a 10-foot multi-use trail throughout the project, and the placement of a new curb and cutter.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, and sod.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. The Agency (Recipient) is coordinating permitting requirements with the St. Johns Water Management District. Right-of-way acquisition is underway and is to be completed by the Agency (Recipient) prior to construction. The Agency (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to [D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us).

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

In accordance with the SFGA terms and conditions the Department reserves the right to perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 30% Plans Submittal to be completed by March 7, 2025.
- b) 60% Plans Submittal to be completed by April 28, 2025.
- c) 90% Plans Submittal to be completed by June 16, 2025.
- d) Final Plans Submittal to be completed by August 4, 2025.
- b) Construction contract to be let (Bid Opening) by October 30, 2025.
- b) Construction Duration of 410 days.
- c) Construction to be completed (Final Acceptance) by February 26, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Per the approved appropriation application, the Recipient has committed 46.9% or a maximum of \$1,325,000.00 (One Million Three Hundred Twenty-Five Thousand Dollars and No/100) - whichever is lesser – Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B  
 SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Belle Isle 1600 Nela Avenue Belle Isle, Florida 32809		<b>FINANCIAL PROJECT NUMBER:</b> 453225-1-54-01			
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>		\$4,770,475.00	\$3,270,475.00	\$1,500,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: <b>2023-2024</b>	Maximum Department Participation (Local Transportation Projects) (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$4,770,475.00 %	\$3,270,475.00 %	\$1,500,000.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$4,770,475.00	\$3,270,475.00	\$1,500,000.00	

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis  
 District Grant Manager Name

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and THE CITY OF BELLE ISLE

PROJECT DESCRIPTION: Hoffner Avenue Traffic Improvements

FPID#: 453225-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: By: \_\_\_\_\_ P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.



EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
  2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
  3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
  4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
  5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Small County Outreach Program (SCOP), (CSFA 55.009)
  - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Local Transportation Projects, (CSFA 55.039)

**\*Award Amount:** \$1,500,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT O**

**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY**

**Section 10.e. of the Agreement is amended as follows for Construction on the Department’s Right of Way.**

1. If the Project involves construction on, under, or over the Department’s right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department’s right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual (“FDM”) and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department’s right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient’s use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

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

**Meeting Date:** May 7, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Yolanda Quiceno, City Clerk  
**Subject:** Donation for Purchase of a Police Department Ice Machine

**Background:**

The City was notified that a group of residents wanted to donate funds necessary to purchase an ice maker for the Police Department. In accordance with the City's Donation Policy, unrestricted donations of more than \$5,000 and restricted donations of more than \$500 must be brought to the City Council for approval and acceptance.

The City has received \$1750 from the following individuals for the purchase.

Dennis Pomeroy	Angel Cabrera	Richard Baines	Caitlin Weitzel
Justin Maynard	Pam Lowe	Vincent Wolek	Scott Clements
Alan Rowe	Daniel McCartin	Pham Tuyen	Rafael Garcia
Brian Davidson	Heringhaus Family	Daniel Dawson	Michael Hards
Chris St. John			

**Staff Recommendation:** Approve the donation.

**Suggested Motion:** I move that we accept the donations in the amount of \$1750 for the purchase of an ice machine for the Police Department.

**Alternatives:** Do not accept the donation

**Fiscal Impact:** \$1750 in revenue.

**Attachments:** NA

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

**Meeting Date:** May 7, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Yolanda Quiceno, City Clerk  
**Subject:** Appointments to the Special Events Committee

**Background:** The City Special Events Committee is appointed at large. The Committee currently has four openings. The Committee is requesting the following candidates for a three-year term. After appointments, the Committee will have two remaining seats open.

Current Members

- Kath McCoy
- Lynne Voltaggio
- Doug DeYoung
- Nicholas Fouraker (non-voting member)

Candidates

- John Tremblay**
- Kyle Sue VanVelzen**

**Suggested Motion:** I move that we appoint John Tremblay and Kyle Sue Vanvelzen to the City Special Events Committee.

**Alternatives:** Do not appoint and solicit new members.

**Fiscal Impact:** None.

**City Manager task list:**

- Purchasing Policy

I am working on updating our Purchasing Policy. We need to update it to keep current and to add or subtract any language as necessary. In progress.

- Property Acquisition

Along with the properties that have been formally discussed, there is a piece of property on Conway and Judge. This is owned by the City of Orlando. We will have a workshop on possible property locations as it fits in with the new Municipal Complex plans.

- Disaster Debris Management Sites:

We are identifying our 2024 Preauthorization site for this year’s Hurricane Season. We have submitted our pre-authorization requests for the disaster debris management site(s) DDMS for the upcoming hurricane season. Waiting for a response.

- JJ's Waste and Recycling Contract:

The contract is up for renewal and possible RFP on 9/2024. The council wanted the city manager to contact JJ’s on proposal #2 and discuss the commercial part of the contract. It will come back to the council on May 21<sup>st</sup> agenda.

- Stormwater Grant:

The legislature has agreed to fund stormwater improvement projects at \$750,000. Our lobbyist is working with the Governor’s office to protect this grant money through veto review. There might be a match associated with this grant. More information to follow.

- Resilient Florida Grant:

This is for the Belle Isle Vulnerability Assessment. The Resilient Florida Program Grant Agreements are funded with State and Local Fiscal Recovery Funds (SLFRF). This is to develop a local mitigation strategy and to see how it works with our comp plan to address flood scenarios.

- Hoffner Ave Traffic Improvements Grant:

We have submitted the SSE form along with the engineer's estimate and schedule to DOT. The contract and resolution are on the May 7<sup>th</sup> agenda. We hope to have this grant for \$1.5 million in place by June 1<sup>st</sup>, 2024. There will be a match for this grant which will be discussed during the budget committee talks. We are also working with Orange County to give us access to do these improvements on Hoffner.



- Judge/Daetwyler Dr. Transportation Grant:

There is a possible \$745,000 from Congressman Soto’s office for street improvements to improve and create a multi-use path(s) for pedestrians and bicyclists. This is a funding request for the FY 24 appropriations package. Maintenance, detour, and safety upgrades in the form of crosswalks have been made in preparation for the money coming to us. We are also looking at the speed limit in the area and everything associated with improving the area.

- Updating and closing previous grants and reimbursements from FEMA, FloridaPA, and FloridaDEP:

We have one going on since 2021 that we are trying to close out. There is another for SOL Ave. There are 2 small drainage project grants as well. I am working with Tracey to provide information and update quarterly reports.

- Comp Plan Update:

RVi is drafting amendment changes to the Comp Plan Elements and GOPs for City Staff to review in the coming weeks. Afterward, they will present this information to the Planning and Zoning Board in April or May for recommendations to the City Council. RVi will be at the May 7<sup>th</sup> council meeting to give an update and answer questions.

- Lancaster House Update:

The house currently sits in limbo. The property is to stay with CCA, and the school is required to keep it up and rehab it so it can be used. Then the school needs to maintain it. Pine Castle Pioneer Days do have money set aside for rehab as well. They are waiting for a meeting with the city, PCPD, and CCA to talk about and agree to fund the rehab. This will be an agenda item for May 7<sup>th</sup>.

- FY 2024-2025 Budget:

Starting this month, April 2024, we are preparing for next year's budget. The budget committee had its first meeting to start this process. I am working with Tracey to understand what our procedures are and the dates we need to be aware of and meet. We will ask the council to discuss goals for this coming FY 2024/2025 budget.

- Duke Energy undergrounding/relocation and communication:

We are working with Duke Energy reps to discuss pole locations that cause hazards, provide an overview of the UG process, and determine the best areas for UG. How to best prioritize Duke Energy’s storm protection initiatives. Provide better communication on tree maintenance, locations, and storm preparedness and restoration.

- City Hall renovation:

We are currently using ARPA funds to renovate City Hall since the police department is not moving here now. The building needs some paint, lighting, updates, and landscaping. We also will be painting the outside of the current Police building.

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

**Meeting Date:** May 7, 2024  
**To:** Honorable Mayor and City Council Members  
**From:** Yolanda Quiceno, City Clerk  
**Subject:** Strategic Planning FY 2024-2025

**Background:**

Strategic planning involves defining short- and long-term goals and objectives, examining the current situation of your districts and the city as a whole, and developing a vision of what the City will be like in 10, 15, or 20 years.

We need to step back and objectively evaluate the city's strengths and weaknesses and the citizens' expectations for the future.

Are conditions changing? Are citizens' values changing? Is the changing level of population growth placing differing demands on services and facilities? Are there changing demographics? Are we following our Mission and Vision?

Examples of strengths might include:

- A. Responsiveness to citizen concerns
- B. Use of advisory boards and commissions
- C. Engagement with stakeholders (residents)
- D. Ability to anticipate changing needs and respond.
- E. Strong fiscal conditions

Examples of weaknesses might include:

- A. Divisive governing authority
- B. Decaying and inadequate infrastructure
- C. Inadequate services and slow response times
- D. Inadequate revenue base with which to meet necessary service costs

**PREVIOUS - June 7, 2022**  
**(Goal Setting Budget Discussion – FY 2023/2024)**

1. Hiring a consultant to start reviewing the City's Comprehensive Plan and Traffic Improvements - **IN PROCESS**
2. Sidewalk Repair and Maintenance – **IN PROCESS**
3. Belle Isle's Centennial Celebration – **IN PROCESS**
4. Municipal Complex
  - a. Council discussed employee growth and future needs as the City continues to grow, including having all departments in one facility.
5. Stormwater Projects - **DISCUSSION**
6. Real Estate Acquisition
  - a. The council noted that the Comp Plan review might address some issues/questions on acquisition. An option discussed is to have the Budget committee review and recommend creative uses of funds for future allocations.
7. Parks
  - a. The council discussed gathering feedback and ideas for updating our city parks. Then, the Council can allocate funds for beautification and upgrades (e.g., playground equipment, drinking fountains, a Dog Park, and parking).
8. CCA Expansion – **IN PROCESS**
9. 10-year Paving Program/CIP - **DISCUSSION**
10. 10-year Sidewalk Program - **STARTED**
11. Noise Abatement
  - a. The council discussed working with the Noise Abatement Committee to address some airport noise. The council consensus was to draft a letter to request a seat on their Board to the Director of GOAA. The **City of Belle Isle has representation.**
12. Lake Conway – Improve Safety – **IN PROCESS**