



# city council agenda

**Updated Agenda  
April 3, 2018**

**City Council Regular Session - 6:30pm  
City Hall Chambers, 1600 Nela Avenue**

|                          |                                  |                             |                             |                                     |                                     |                               |                                 |                                  |                                 |
|--------------------------|----------------------------------|-----------------------------|-----------------------------|-------------------------------------|-------------------------------------|-------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Lydia<br>Pisano<br>Mayor | Kurt<br>Ardaman<br>City Attorney | Bob Francis<br>City Manager | Ed<br>Gold<br>District<br>1 | Anthony<br>Carugno<br>District<br>2 | Jeremy<br>Weinsier<br>District<br>3 | Mike<br>Sims<br>District<br>4 | Harv<br>Readey<br>District<br>5 | Alexa<br>Dowlen<br>District<br>6 | Sue<br>Nielsen<br>District<br>7 |
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## City Council Session

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag – Sue Nielsen - District 7
3. Swearing-In of Commissioners:
  - a. Harv Readey – District 5 Commissioner
  - b. Jim Partin – District 6 Commissioner
4. Presentation of a Life-Saving Award to Police Officer Andrew Clark
5. Swearing-In Police Officer Michael Lillo
6. Introduction of Community Service Officer Roman Watkins
7. Consent Items
  - a. Approval of the City Council meeting minutes for March 6, 2018 – *Page 3*
  - b. Approval of the City Council meeting minutes for March 20, 2018 – *Page 8*

### 8. Citizen's Comments

Persons desiring to address the Council MUST complete and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the lectern, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you.

### 9. Unfinished Business

- a. **ORDINANCE 18-04: FIRST READING AND CONSIDERATION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE LAND DEVELOPMENT CODE, CHAPTER 48 ARTICLE II CONCERNING DOCK REGULATIONS, INCLUDING BUT NOT LIMITED TO PERMITTING, CRITERIA, EXCEPTIONS, REQUIREMENTS, MAINTENANCE, REPAIR, VARIANCES, APPLICATION PROCEDURES, DEFINITIONS, NONCONFORMING DOCKS, NUMBER, LOCATION, AND RELATED MATTERS; PROVIDING FINDINGS BY THE CITY COUNCIL; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.** - *Page 11*

### 10. New Business

- a. Approval of Cost Increase to Lake Conway Shores Storm Water Project – *Page 23*
- b. Approval of Proposal for Traffic Management Plan – *Page 31*
- c. Discussion on Funding the CCA Capital Facilities Plan and Responsibilities for Repair – *Page 99*

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

- d. RESOLUTION NO. 18-02 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA TO RESTRICT THE USE OF FUNDS IN THE CHARTER SCHOOL DEBT SERVICE FUND (FUND 201); AND PROVIDING AN EFFECTIVE DATE. – Page 157
- e. RESOLUTION NO. 18-03 - A RESOLUTION DECLARING SURPLUS CERTAIN PERSONAL PROPERTY AND DIRECTING THE CITY MANAGER TO DISPOSE OF THE PROPERTY FOR VALUE THROUGH AN OPEN PUBLIC PROCESS. – Page 160
- f. RESOLUTION NO. 18-04 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TRANE US, INC. OR OTHER VENDOR APPROVED BY ORANGE COUNTY PUBLIC SCHOOLS FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR HVAC EQUIPMENT, PIGGYBACKING ORANGE COUNTY PUBLIC SCHOOL DISTRICT ITB NO. 1302039; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES. – Page 162
- g. RESOLUTION NO. 18-05 - RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ANY OR ALL VENDORS APPROVED BY ORANGE COUNTY PUBLIC SCHOOLS FOR ROOFING SERVICES, PIGGYBACKING ORANGE COUNTY PUBLIC SCHOOL DISTRICT ITB NO. 1410214; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES. – Page 166

11. Attorney's Report

12. City Manager's Report

- a. Issues Log – Page 170
- b. Chief's Report

13. Mayor's Report

- a. Recap of Easter Egg Hunt and actual budget
- b. AIRBnB to be placed on April 17th Agenda
- c. "Isle" Clean Up Event
- d. Special Events Committee Meeting Update

14. City Council Reports

15. Adjournment

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# city council minutes

## MINUTES MARCH 6, 2018 City Council Regular Session: Regular Session 6:30pm

The Belle Isle City Council met in a regular session on March 6, 2018 at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

- Mayor Lydia Pisano
- Vice Mayor/Commissioner Harvey Readey
- Commissioner Gold
- Commissioner Anthony Carugno
- Commissioner Jeremy Weinsier
- Commissioner Mike Sims
- Commissioner Alexa Dowlen
- Commissioner Sue Nielsen

Absent was:

N/A

Also present was City Manager Bob Francis, Attorney Kurt Ardaman, Chief Laura Houston and City Clerk Yolanda Quiceno.

### CALL TO ORDER

Mayor Pisano called the regular session to order at 6:30pm and the City Clerk confirmed quorum. Comm Sims gave the invocation and led the Pledge to the flag.

### CONSENT ITEMS

- a. Proclamation: Declaring the Month of March as Problem Gambling Awareness Month
- b. Proclamation: Declaring the Month of April as Water Conservation Month
- c. Approval of the City Council combined Workshop and City Council meeting minutes for February 20, 2018

Vice Mayor Readey made the following corrections to the minutes for February 20, 2018 as follows, Page 5, reads, "Council consensus was to post all reports."

Should read, "Council voted 6:1, with Vice Mayor Readey, nay to post all reports."

**Comm Dowlen motioned to approve the Consent Items a and b and the minutes as amended.**

**Comm Nielsen seconded the motion which was unanimously approved 7:0.**

### CITIZEN COMMENTS

Mayor Pisano opened for citizen comments.

- Linda McCollum spoke in favor of Airbnb short term rentals. She stated that she has been an Airbnb rental for 2 years. She added that the business has been a good supplement to her income and she has not experienced any disruption in her home. She asked Council for consideration on changing the ordinance and spoke briefly on the services she provides.
- Charles Motley residing at 1805 Swann Avenue spoke in favor of Airbnb short term rentals and spoke of the City policy and the minor complaints he has received. He shared his concern with the hardship this will cause if the City decides not to approve short term rentals.

There being no further comments, Mayor Pisano closed citizen comments.

### UNFINISHED BUSINESS

- a. ORDINANCE 18-01: SECOND READING AND ADOPTION - An Ordinance of the City of Belle Isle, Florida, amending the City's Land Development Code to add a new section 54-84 creating an Open Space Land Use and Zoning Classification; Providing for the intent and purpose of the classification; Providing for definitions; Providing for permitted uses, special exceptions, prohibited uses, development standards, and general requirements; providing for severability, conflicts, codification and an effective date.

Mr. Francis said, per Council direction, he has made the requested change to eliminate the 35ft maximum height and restrict it to 20 feet. As a special exception it does allow for a municipal government building under Section 42-63.

After discussion, Vice Mayor Readey motioned to adopt Ordinance 18-01.  
Comm Nielsen seconded the motion which passed 7:0 upon roll call.

#### **NEW BUSINESS**

- a. ORDINANCE 18-02: Tree Ordinance Discussion - An ordinance of the City of Belle Isle, Florida, Amending the Belle Isle Land Development Code, Chapter V, Article B, Section 2 – Tree Protection; Providing Severability; and providing an effective date - Mr. Francis reported that the Tree Board did an outstanding job in revising the tree ordinance. Some of the major points are the list of approved/restricted trees and the fines/fees will be set by Resolution and adopted by Council. Discussion ensued on enforcement of the ordinance.

**After a review and discussion of a few minor changes, Comm Nielsen motioned to have the City Manager place the changes in ordinance form for first reading.**

**Vice Mayor Readey seconded the motion which passed unanimously**

- b. Approval of Canvassing Board Criteria and to allow the Elections Office to open the Vote-By-Mail Ballots -

The City Clerk provided for approval the Orange County Canvassing Board Criteria 2018 to be used by the City of Belle Isle Canvassing Board for the Municipal Election to be held on March 13, 2018. As part of the approval of the Canvassing Criteria the City Clerk requested that Council appoint a Commissioner to sit on the Canvassing Board as required by Code.

**Comm Weinsier moved to appoint Vice Mayor Readey and Comm Sims as the alternate.**

**Comm Gold seconded the motion.**

**After discussion, Comm Weinsier revised his motion to appoint Vice Mayor Readey and Comm Carugno as the alternate. Comm Dowlen seconded the motion which passed unanimously.**

**Comm Gold moved to approve the Canvassing Criteria as presented by the Elections office and to allow the Elections office staff to start the canvassing of the ballots.**

**Comm Nielsen seconded the motion which passed unanimously.**

#### **ATTORNEY'S REPORT**

Attorney Ardaman gave a brief overview of the petition filed in the Florida Wildlife Commission (FWC) matter to designate the City as a bird sanctuary. He reported that the City will need to file a response to the FWC Executive Director's denial by March 7<sup>th</sup>, 2018. The Florida Constitution gives the Commission certain authority and the Commission has adopted the Administrative Procedures Act and have filed that they are not required to have a hearing before them. He stated that the City will respond to the denial and move forward with the proceedings.

#### **CITY MANAGER'S REPORT**

- a. Appointment of Tree Board candidate Patricia Reid – Mr. Francis stated that Chairman Holly Bobrowski has recommended approval to appoint Patricia Reid for the open seat on the Tree Board.

**Comm Nielsen moved to appoint Patricia Reid to the Tree Advisory Board.**

**Comm Weinsier seconded the motion which passed unanimously.**

- b. Cornerstone Charter Academy (CCA) Update on Joint Meeting – Mr. Francis reported, as per Council direction, that he has sent a letter to the Chairman of the Board of CCA requesting a joint meeting to discuss more control of Council on the CCA Board and the proposed sale of the school property. To date he has not received a response.

- c. Universal Engineering Public Meeting – Mr. Francis reported that he has scheduled a meeting on March 21 at 5:30pm with Universal Engineering and the Community to allow the residents the opportunity to express their comments in an attempt to provide better customer service.

- d. Charter Changes – There have been many questions and comments on why the City has made the charter changes. He asked for Council approval to create a short video to give a neutral overview of why the charter changes have been proposed.  
**Comm Nielsen moved to instruct the City Manager to prepare a video and post as necessary to the community.**  
**Comm Readey seconded the motion.**

**Attorney Ardaman stated that the City must be cautious expending public dollars with respect to a matter that is going to be voted on by the voters. It is allowed as long as it is on an electioneering matter encouraging a vote in favor or opposed. He will forward the Statute to the City Manager to allow him the opportunity to present a factual outline and give the responses objectively.**

**After discussion, the motion was passed unanimously.**

- Marine Boat/NAV Board Update – Mr. Francis reported, at a previous meeting, that he approached the Lake Conway NAV Board for funding of a marine boat. The NAV Board motioned for the request to go forward for approval at their next meeting. City staff has looked at a few boats and have selected a model that will fit the City's purpose; however it will be available in May. In the meantime, he will be approaching Orange County to see if there is a boat the City can use. Mr. Francis said he has not received final approval from the NAV Board but would like to move forward with the purchase of a new Marine Boat and take advantage of the discounted State contract price offered.

**After discussion, Comm Nielsen moved to direct the City Manager to move forward with the purchase in order to save money and have the boat before the beginning of summer.**  
**Comm Carugno seconded the motion which passed unanimously.**

Mr. Francis reported that he and Chief Houston have been speaking with Mr. Gary Meloon regarding a donation of a pontoon boat for use by Marine Patrol and will keep Council updated.

- Issues Log – Mr. Francis reported on the following,
  - Mr. Francis reported that on March 28<sup>th</sup> the City will be meeting with the NPDES representative regarding the Best Practices Stormwater Discharge Permit inspection.
  - Orange County DEP is allowing the City to divert water from the Athletic Field and land applicate to the Wallace Field to avoid it getting into Lake Conway.
  - The Traffic Management Plan RFP is due March 21<sup>st</sup>, 2018 and have 4-5 companies request for packages.
  - The fountain at Nela and Overlook has been ordered and will arrive within 14-15 weeks and hope to see the demo begin shortly.
  - Perkins Boat Ramp metal fence will be replaced within the next couple of weeks. The boat dock is currently being repaired and Perkins Boat Ramp will remain closed until completion. As soon as the ramp is completed, the City will place wheel stops and an elevation gauge will be installed.
  - District 2 Commissioner will be scheduling a meeting with the residents on Wallace and Matchett to discuss the open space and the proposed fencing.
  - Mr. Francis asked Council to think about a future meeting for a Strategic Plan workshop.
  - He has received 4-5 resumes for the Social Media position and will be scheduling interviews after review.
  - He is looking into sustainability and solar roofs for the Police Department and Charter School buildings.
  - FEMA Update – The City currently has 17 projects in for FEMA reimbursement totaling approximately \$800,000. He continues to work with the representative and will update Council at the next meeting. He further spoke on protective measures currently in place for reimbursement, damage to the stormwater system and other areas in the City that suffered during Hurricane Irma.
  - Mr. Francis reported that the City has postponed the Lake Conway Shores/Jade Circle Drainage project last year. The construction company that was involved with the project informed the City that they will no longer want to do the project and withdrew their submittal. He has contacted other contractors for a proposal and will keep Council updated. The HOA has been updated and understand the delay.
- e. Chief's Report - Chief Houston reported on the following,
  - Chief Houston said two incidents were not reported to the Agency by CCA. The result of sending the letter for correction has caused a much better working relationship with the school.
  - Chief Houston reported that the Agency is extremely ready for emergency response at the school.
  - Chief Houston spoke briefly on recently incidents in the City.

## MAYOR'S REPORT

- a. Egg Hunt - Easter Egg Hunt will be on March 31<sup>st</sup> from 10:00-12:00pm.
- c. Legislative Update – Mayor Pisano gave a brief overview and said the CRA, Tree Trimming and Vacation Rental discussion has been delayed.
- d. Social Media Threats – Mayor Pisano briefly spoke of a social media threat by a student in Orange County. The City of Orlando passed an ordinance and asked in the Belle Isle Police Department would like to pass a similar Ordinance. Chief Houston stated not at this time.
- e. School Safety Meeting – There will be a Safety Meeting on March 14 at 5:30 at the Atrium at the school. Mayor Pisano stated that she sent an email to Chairman Brooks requesting a joint session. She has not received a response.
- f. Rental Ordinance – Mayor Pisano said she has had a few residents ask, “If a resident can they deviate from the code if the home is owner occupied to supplement their income”. Discussion ensued on a citizen opinion poll, enforcement and regulation on short term rentals. Mayor Pisano asked Council if they would like to change the ordinance and add for discussion at a future meeting.

Attorney Ardaman said no one knows what the Legislature is going to do and if we change the ordinance to increase/decrease its effect we can jeopardize what we have in place now; or the Legislature may pass the change and pre-empt the entire arena.

Comm Weinsier shared his concern that this ordinance appears to be enforced on some and not others. He asked if the City can temporarily allow owner occupied AirBnB's until this is resolved. Attorney Ardaman advised against not following the code and said it will be the City Manager's decision to temporarily allow the use.

Mayor Pisano opened for public comment.

- Pam Lowe residing at 3543 Country Lakes Drive spoke as an AirBnB homeowner and gave a brief over of the start-up process, company insurance, being an AirBnB host and her experiences with past/current customers. She further asked for Council consideration in allowing the use in the City.
- Rick Wilson residing at 5437 Pasadena said he would like to see the City reach out to the community to allow for more involvement.

There being no further comment Mayor Pisano closed public comment and opened for Council discussion.

**Comm Nielsen motioned to add to the agenda for the March 20<sup>th</sup> City Council meeting. In addition, she would like the City staff to research AirBnB regulations and report back to Council.**

**Comm Gold seconded the motion.**

**After discussion, Comm Nielsen amended the motion to present the AirBnB Ordinance for First Reading at the April 17<sup>th</sup>, 2018 session. Comm Dowlen seconded the motion. Motion failed 1:6.**

**Council consensus was to hold on discussion until after the Legislative Session.**

Mayor Pisano asked if the City would be able to extend the Code Violation date for Mr. Motley and other who have received violations. Mr. Francis said not at this time, he will speak with the Code Enforcement Officer and propose a plan.

- g. Wawa Grand Opening – Mayor Pisano reminded all of the Wawa Grand Opening.

## COUNCIL REPORTS

**Comm Nielsen – District 7** – no report.

**Comm Dowlen – District 6**

Comm Dowlen encourages everyone to vote next Tuesday and thanked all for their participation at the Candidate Forum

**Comm Sims – District 4** – no report

**Comm Readey – District 5** – Comm Readey said he is not sure on how the City will be able to effectively enforce the AirBnB ordinance if passed.

**Comm Weinsier – District 3** – Comm Weinsier confirmed the UES Community Meeting on March 21, 2018. He thanked Connor Bradley for all his work on Lesser Park. Mayor Pisano stated that on March 20<sup>th</sup> the City will honor Connor with a Certificate of Appreciation.

**Comm Carugno – District 2**

Comm Carugno thanked staff and Holly Bobrowski for their support and hard work.

**Comm Gold - District 1** – no report.

**ADJOURNMENT**

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 9:05 p.m.

Yolanda Quiceno, CMC, City Clerk



The Belle Isle City Council met in a regular session on March 20, 2018 at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Lydia Pisano  
Vice Mayor/Commissioner Harvey Readey  
Commissioner Gold  
Commissioner Anthony Carugno  
Commissioner Jeremy Weinsier  
Commissioner Mike Sims  
Commissioner Alexa Dowlen  
Commissioner Sue Nielsen

Absent was:

N/A

Also present was City Manager Bob Francis, Attorney Kurt Ardaman, Deputy Chief Travis Grimm and City Clerk Yolanda Quiceno.

**CALL TO ORDER**

Mayor Pisano called the regular session to order at 6:50pm and the City Clerk confirmed quorum. Comm Dowlen gave the invocation and led the Pledge to the flag.

**CONSENT ITEMS**

- a. Approval of the City Council meeting minutes for February 6, 2018
- b. Certificate of Appreciation to Conner Bradley for his transformation of Lesser Park.

Mayor Pisano presented a Certificate of Appreciation to Conner Bradley and thanked him for his Eagle Scout Project. Comm Weinsier motioned to approve the Consent Items as presented. Comm Sims seconded the motion which passed unanimously.

**CITIZEN COMMENTS**

Mayor Pisano opened for citizen comments.

- Cindy Lance residing at 6615 Matchett Road asked for an update on the social media open position.
- Pam Lowe residing at 3543 Country Lake Drive spoke in favor of Airbnb short term rentals. She spoke of her most recent visitors and the great experiences she has had since the start of her business.
- Peter Kovachev residing at 5120 St. Germain Avenue spoke in favor of Airbnb short term rentals.

There being no further comments, Mayor Pisano closed citizen comments.

**UNFINISHED BUSINESS – no report.**

**NEW BUSINESS**

- a. Rezoning of Wallace field to Open Space – Mr. Francis said Council has expressed that this parcel be added to the City's inventory as Open Space and asked if City Council would like him to move forward with the application to change the zoning from residential to open space designation.

**Comm Nielsen motioned to have the City Manager proceed with the rezoning process from residential to open space. There being no further discussion, Comm Sims seconded the motion which was unanimously approved 7:0.**



## ATTORNEY'S REPORT

Attorney Ardaman spoke briefly in respect to the Florida Wild Life Commission (FWC) Administrative Proceedings. He provided the draft Complaint, if approved, that will be filed with the court. The Complaint will be a judicial challenge to the FWC denial of the City's request to designate the City as a Bird Sanctuary/Restricted Hunting Forum. The draft complaint will give the City the basis to challenge the actual rule that the FWC is using to grant and deny the bird sanctuary status and as they have applied it to the City. The Complaint will also ask for an injunction to require that the City obtain the designation. Attorney Ardaman stated that he will hold on filing with the Court until it is delivered to FWC to allow them time to consider reversal and or respond to the Complaint. He stated if the City does not approve to file the Complaint it will give FWC time to dismiss the administrative proceeding and their decision will remain in effect.

Attorney Ardaman asked for Council approval to move forward.

**Comm Nielsen motioned to move forward with the filing of the Complaint to the Florida Wildlife Commission as presented by Attorney Ardaman.**

**After discussion, Vice Mayor Readey seconded the motion made by Comm Nielsen which passed 6:1 with Comm Gold, nay.**

**Comm Gold motioned to table the motion to allow Council additional time to review the document. After discussion, Comm Gold withdrew his motion.**

## CITY MANAGER'S REPORT

- a. Red Coach – Mr. Francis reported that he will be meeting with representatives from Red Coach to address concerns he has received on lighting, major mechanical work on premises and operating beyond the hours of operation. He will be requesting that Red Coach fall in line with the conditions that were approved for the location.
- b. Wallace Fence - Mr. Francis spoke on previous discussion to fence the Wallace property. He requested a motion to approve the purchase of the fence due to the newly passed tariffs on steel and aluminum and avoid the 25% surcharge. The cost of the fence will be approximately \$40,000 and will include a gate that will allow vehicle access.  
**Comm Nielsen motioned to approve the purchase of the Wallace fence as discussed.**  
**Comm Sims seconded the motion which passed 6:1 with Vice-Mayor Readey, nay.**
- c. Request for Proposal: Traffic Management Plan – Mr. Francis reported that tomorrow is the deadline for the Traffic Management Plan. Upon review of the submittals he will bring forward a recommendation at the April meeting.
- d. Social media Position - On March 27, 2018 he will be interviewing two candidates for the social media position.
- e. Issues Log – Mr. Francis provided an updated issues log. City Manager Francis asked Council if there are any projects that Council would like to track on the log. After discussion, Council consensus was to add; (1) Airbnb research; and (2) monitor the possible purchase of 2635 McCoy Road. Mayor Pisano asked if the City can relax code enforcement on the existing Airbnb rentals. Mr. Francis stated no, in his opinion, it is against the ordinance and until the City changes the ordinance the current Airbnb owners shall discontinue the service.
- f. Charter Board – Comm Dowlen asked for an update on the joint meeting between the City and the Cornerstone Charter Board. Mr. Francis said he has not received a response to date on a proposed joint meeting. Mr. Francis said he will follow up with a call and an email.  
Attorney Ardaman stated that he has not provided an update to Mr. Francis, however, he has received a response and the Board has communicated a few dates for consideration.
- g. Chief's Report - Deputy Chief Grimm reported on the following
  - i. The Agency has completed a full day of Active Shooter Training. He reported that the Agency will train with the Orange County Sheriff's Office, Firefighters and other Law Enforcement agencies to be certified on responding to Active Shooter Training.
  - ii. The City has received their first disposition and cost recovery.

## **MAYOR'S REPORT**

- a. Legislative Update - Mayor Pisano said the Legislative Session is closed and reported that Proposition 39 from the CRC passed.
- b. NAV Meeting Update – Mayor Pisano gave a brief overview of the last NAV Board meeting where discussion took place on continued funding for the Belle Isle Marine Patrol. In addition, they spoke on current open seats on the NAV Board.
- c. Gondola Thru-Traffic Discussion – Mayor Pisano said a resident has reached out to her sharing his concerns with the traffic issues on Gondola specifically after the new development is completed. Council discussed annexing options and/or engaging Comm Pete Clarke with the traffic concerns on Gondola. Mr. Francis reported that he will share the emails from the resident and the traffic count response from Orange County to Council for review.
- d. Mayor Pisano congratulated the Belle Isle Police Department for making 28 hoagies at the Wawa Grand Opening, and won \$1,000 for the Explorers. She also reminded everyone about the O'Reilly Auto Parts Grand Opening, on Friday, March 23rd, from 4pm-6pm.

## **COUNCIL REPORTS**

### **Comm Nielsen - District 7**

Comm Nielsen shared her concerns with the comments made on Facebook posts and stated that the comments do not represent all of the residents.

### **Comm Dowlen – District 6**

Comm Dowlen said she previously has taken a poll on Airbnb rentals in her District and the resounding answer from the residents was no. She further added that she contacted an Airbnb representative and found that their background checks are not as detailed as they say.

### **Comm Sims – District 4**

Comm Sims said he followed up on the S-curve in his neighborhood and found that many of the residents are happy with the s-curve and which has slowed down on the cut thru traffic.

Comm Sims said for the record he will not be in attendance at the April 17<sup>th</sup> Council meeting.

### **Comm Readey – District 5**

Comm Readey stated that he is very happy that the 13 Amendments were passed by the voters in the March 13<sup>th</sup> election.

### **Comm Weinsier – District 3**

Comm Weinsier thanked Conner Bradley for the renovation to Lesser Park.

### **Comm Carugno – District 2**

Comm Carugno thanked the Belle Isle Police Department for their exposure on traffic control throughout the City. He further thanked the Orange County Marine Patrol for their marine patrol on the lakes for the past few weekends.

### **Comm Gold – District 1**

Comm Gold said Pete Clarke is a great partner for the City. He would like to continue the good relationship with Orange County for continued solutions in the City.

## **ADJOURNMENT**

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 8:05 p.m.

Yolanda Quiceno, CMC, City Clerk



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

**Meeting Date:** April 3, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Dock Ordinance (Ordinance 17-19) P&Z Edits

**Background:** In February 2017, the Council adopted Ordinance 17-02 for the regulation, construction and repair of docks. Since its adoption, there has been difficulty in administering this ordinance due to places where it conflicts with itself. The City Manager requested the City Council to place a moratorium on dock permits until the ordinance could be written to eliminate the conflicts. The moratorium has expired.

The City Manager presented a draft of a new ordinance at the November 7 Council Meeting and an updated ordinance at the November 21<sup>st</sup> meeting incorporating the changes directed by the City Council.

At the November 21<sup>st</sup> meeting, the Council recommended new changes to the draft ordinance which are highlighted in the document. This document is now clearer for reviewing applications against the regulations; does not conflict with itself; and is not confusing as it does not allow for misinterpretation.

At the February 6, 2018 Council Meeting, the Council approved final changes to the Dock Ordinance and directed it be sent to the Planning and Zoning (P&Z) Board for their review and recommendations. The P&Z Board made changes to the ordinance. Most of those changes were for sentence structure, grammar, or to make a passage clearer so they were not highlighted in this version of this draft. Those highlighted areas are for Council discussion.

**Staff Recommendation:** Discuss the highlighted areas of the draft and approve the draft ordinance for a first reading.

**Suggested Motion:** I move that we have a first reading on Ordinance 18-04.

**Alternatives:** Do not approve ordinance and provide further direction to city staff

**Fiscal Impact:** None

**Attachments:** Draft of Ordinance 17-19

ORDINANCE No.: 18-17-0419

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE LAND DEVELOPMENT CODE, CHAPTER 48 ARTICLE II CONCERNING DOCK REGULATIONS, INCLUDING BUT NOT LIMITED TO PERMITTING, CRITERIA, EXCEPTIONS, REQUIREMENTS, MAINTENANCE, REPAIR, VARIANCES, APPLICATION PROCEDURES, DEFINITIONS, NONCONFORMING DOCKS, NUMBER, LOCATION, AND RELATED MATTERS; PROVIDING FINDINGS BY THE CITY COUNCIL; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**WHEREAS**, Citizens of the City of Belle Isle have expressed concern to the City Council about the scope and extent of regulation of docks within the City; and

**WHEREAS**, on March 21, 2017, the City Council adopted Ordinance No. 17-02 amending Chapter 48, Article II the City Land Development Code with respect to dock regulations; and

**WHEREAS**, the City Council has determined that further amendment to Chapter 48, Article II of the City Land Development Code is necessary in order to further improve and clarify the City's dock regulations and to respond to the concerns of citizens of Belle Isle; and

**WHEREAS**, the City of Belle Isle Planning and Zoning Board serves as local planning agency for the City; and

**WHEREAS**, the Planning and Zoning Board, acting in its capacity as the City's Local Planning Agency, has duly considered and recommended approval to the City Council of the revisions to the dock regulations effected by this Ordinance at a public meeting on \_\_\_\_\_; and

**WHEREAS**, the City Council has found and determined that the adoption of this Ordinance is in the interests of the public health, safety and welfare, will aid in the harmonious, orderly and progressive development of the City, and serves a valid public purpose.

**BE IT ORDAINED** by the City Council of Belle Isle, Florida:

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

**SECTION 2. Amendment of Land Development Code.** Chapter 48, Article II of the City Land Development Code is hereby repealed in its entirety and replaced with the following:

ARTICLE II. - DOCKS

Sec. 48-30. – Definitions

The following words, terms and phrases, when used in this article, will have the following meanings unless the context clearly indicates a different meaning:

*Access walkway* means that portion of the dock that commences on the upland parcel and extends to and terminates at the junction with the terminal platform.

*Boat(s)* means all inboard and outboard motorized and nonmotorized vessels, including, but not limited to, rowboats, sailboats, canoes, kayaks, skiffs, rafts, dugouts, dredges, personal watercraft, paddleboards, and other vehicles of transportation for use on water, including any and all objects tied to or connected therewith while being propelled through the water.

*Boathouse* means a roofed structure constructed over or adjacent to water to provide a covered mooring or storage place for boats.

*Boathouse lot* means a lot that is waterfront and was platted as a "B" lot to a primary "A" lot under the same parcel identification number and serves as a lake access lot for the parcel with the primary "A" lot having a principal structure.

*Dock* means any permanently fixed or floating structure, slip, platform (whether covered or uncovered) extending from the upland into the water, capable of use for boat mooring and other water-dependent recreational activities. The term "dock" also includes the area used to dock or moor a boat, and any device or structure detached from the land that is used for or is capable of use as a swimming or recreational platform, boat lift and/or for other water-dependent recreational activities, or as a platform for non-boating use. This term does not include any boat that is temporarily docked, moored, or anchored for less than 2-10 hours in any one day.

*Maintenance* means the act of keeping the dock in a safe and useable condition consistent with original design specifications.

*Mooring area* means the portion of a docking facility used for the mooring of boats.

*Normal High Water Contour (NHWC)* means the horizontal location of the theoretical shoreline when the lake level is at the Normal High Water Elevation as defined herein. This is more specifically the horizontal location of the surface ground elevation points which match the Normal High Water Elevation as defined herein.

*Normal High Water Elevation (NHWE)* means the water surface elevation of Lake Conway and its directly connected water bodies as defined by Orange County. As of December 2016 the NHWE was 85.45, NAVD 88.

*Personal watercraft* (Florida Statutes 327.39) means a vessel less than 16 feet in length which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

*Principal structure* means the building or structure in which the principal use of the parcel or lot is conducted. A dock shall not be the principal structure on a parcel or lot.

*Principal use* means a use of the upland parcel for residential, commercial or governmental purposes.

*Private dock* means a dock, which may be used by only those persons living on the upland parcel and their usual and customary guests.

*Projected property line* means a continuation of, and extension to, the upland property line. In cases of privately owned bottomland, that is, non-sovereignty submerged lands underlying a water body; the projected property line is the actual property line.

*Public dock* means a dock which is subject to public access. Docks associated with governmental and non-governmental institutions, and private organizations are included in the definition of public dock.

*Repair* means to restore to the permitted design specifications of a dock structure, including the replacement of the entire dock or portions of the dock.

*Semi-private dock* means a dock, which may be used by a group of residents living in and authorized by a subdivision, Association, or multifamily development and their usual and customary guests.

*Slip or boat-slip* means a space designed for the mooring or storage of a single boat.

*Terminal platform* means that portion of a dock beginning at the point where the lateral width of the dock exceeds the maximum allowed width of the access walkway or provision is made for mooring boats. waterward end of the access walkway. The terminal platform shall be designed for the mooring and launching of boats, or other water-dependent activities.

Sec. 48-31. - Application process.

(a) *Permit and review.* Any person desiring to construct a new dock, repair an existing non-conforming dock or add to an existing dock, regardless of whether it is made of wood or another material, within the city shall first apply for a permit to the city. The City shall determine for a pre-existing dock, whether a permit for repair is necessary under sec. 48-34 below. The city shall review the application for completeness and sufficiency as to whether all data, documentation, and materials required herein are provided and shall contact the applicant if the application fails to meet any of the requirements set forth in this section. After an application has been deemed complete and sufficient by the City, the City shall perform a site review of the proposed dock location.

(1) *City's administrative review fees.* Application fees shall be in accordance with the city fee schedule. The administrative review fee does not include the City of Belle Isle building permit's processing fee.

(2) *Application.* The applicant shall submit a completed city dock application, a survey and five sets of plans showing the proposed dock. The application shall be available in the city hall office.

(3) The survey of the property, performed within the last three (3) years, shall be a boundary survey signed and sealed by a surveyor holding a current license with the State of Florida and certifying to the applicant and the City accuracy of the information listed below. A survey greater than three (3) years old may be submitted if it includes an affidavit by the owner stating there is no change to the information in the survey. .

- (i) Lot lines or boundaries of the upland area;
- (ii) Location of the edge of water;
- (iii) Location of any wetlands vegetation both upland or aquatic;
- (iv) Any fences, docks, bulkheads, seawalls, ramps, buildings, paths or walkways or any structure on the upland and lake area;
- (v) The NHWC line across the property;
- (vi) The location of Elevation 79.5 (NAVD 1988) of the lake bottom within ten (10) feet of the proposed dock
- (vii). The location of Elevation 80.0 (NAVD 1988) contour of the lake bottom within ten (10) feet of the proposed dock

(4) The plans shall include a scale drawing(s) signed and sealed by a professional licensed professional engineer or architect and accompanied by five (5) copies that provide accurate information as to each of the following elements:

- (i) An arrow indicating the northerly direction and an indication of the scale to which the drawing was prepared. All drawings must be drawn utilizing an industry standard engineering scale;
- (ii) The dimensions of the property, and the length and location of the proposed dock, or dock addition, as measured from the NHWC to the point most waterward of the NHWC, and identify the licensed contractor who will be installing or constructing the improvements;
- (iii) The exact distance between the shoreward end of the proposed dock ~~existing shoreline, at the point where the dock is to be constructed,~~ and two permanent objects (e.g., house, tree) to be used as reference points;

- (iv) The exact distance of setbacks from adjacent property lines and projected property lines to the nearest portion of the proposed dock and mooring area, and an approximation of the distance from the closest dock on each side of the property;
- (v) The deck and roof elevation of the proposed dock, boathouse or other structure connected to the dock;
- ~~(vi) The depth of the water at the end of the proposed terminal platform;~~
- (vii) Location of any water lines, electrical outlets or sources, hose bibs;
- (viii) All items of the survey in (3) above; and
- (ix) Location of lifts, hoists, mooring pilings and mooring areas of any boat.

(5) *Building permit.* Following the approval by the city of a dock application, the applicant is also required to obtain a building permit from the City of Belle Isle building department prior to commencing construction. In the event electricity is run to the dock, the proper electrical permit must also be obtained from the City of Belle Isle building department.

(6) Each dock length will be measured perpendicularly from the NHWC to the most waterward point on the dock. A distance from two fixed objects or structures on each lot shall be referenced on the dock permit application plans.

(b) *Commencement and completion of construction.* All construction must be commenced, or completed, or both, within the guidelines established by the City of Belle Isle building department. The applicant is responsible for all fees associated with the procurement of the necessary permits.

(c) The approved permit is valid for one year from the date of the application.

Sec. 48-32. - Design criteria.

(a) Dock applications shall be reviewed under the following design criteria:

(1) *Setbacks.* Private docks shall have a minimum side setback of ~~ten (10)~~five (5) feet from the projected property lines of all abutting shoreline properties. Public and Semi-private docks shall have a minimum side setback of twenty-five (25) feet from the projected property lines of all abutting shoreline properties. For purposes of setback, the terminal platform includes any moored boats. Any ~~deviation~~reduction from the minimum side setback will require a variance.

(2) *Length.* The lakeward end of the terminal platform shall be allowed to project to the greater of:

- (i) Where the lake bottom has an elevation of 79.5 (NAVD 88);



(ii) 15 feet lakeward of the point where the lake bottom has an elevation of 80 (NAVD 88); or

(iii) 40' from the NHWC shoreline.

(3) *Total area.* The terminal platform of the dock collectively may not exceed the square footage of ten times the linear shoreline frontage for the first 75 feet of shoreline and then five times the linear shoreline frontage for each foot in excess of 75 feet thereafter, and the total of each when combined shall not to exceed a maximum of 1,000 square feet. ~~The minimum dock area for any dock shall be 400 feet or ten times the shore linear frontage, whichever is more. A maximum terminal platform area of 400 sf shall be allowed for properties with less than 40' of linear shoreline frontage.~~ The area for the docking and mooring of boats and other appurtenances is included in the dock area calculation

(4) *Height.* Except for floating docks, the minimum height of dock decks shall place them one foot above the NHWE of Lake Conway. The maximum height, which is to be measured from the top of the structure, shall be 14 feet above the NHWE of Lake Conway.

(5) *Access Walkway.* Access walkways shall be a minimum of four and a maximum of five feet in width. The area for a walkway shall not be included as part of the total area for the dock.

(6) *Number and location of docks:*

(i) No dock shall be allowed to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location for the dock or dock addition.

(ii) No dock construction permit shall be issued on a lot or combination of lots that does not have a principal structure first located thereon.

(iii) Only one dock per principal structure that is located on a lot or combination of lots shall be allowed on any such lot or combination of lots.

(iv) Dock(s) that are privately owned or attached to private property shall only be permitted on lots or combinations of lots zoned or used for residential purposes, and no docks shall be permitted on any lot or combination of lots used for agricultural, commercial, professional-office and/or industrial purposes. If the permit is for a combination of lots, the dock shall be built on the lot where the principal building is located.

(v) Dock(s) that are semi-private or owned by a homeowners association (HOA) or governmental agency shall be adjacent to and attached to upland property that is semi-private or owned by the HOA or public agency. These docks shall be exempt from the provisions of subsection 6(i) and (ii) of this section so long as the HOA, public agency, or other relevant owner owns the attached upland property and is the applicant. Only one

dock per parcel may be located on the property. The term "parcel" as used in this subsection (v) shall mean all contiguous property owned by a HOA or by a public entity.

vi) All dock(s) shall be permanently affixed to the lake bottom, and shall be subject to the provisions of this article.

vii) A floating structure, unless it is associated with a permanent dock, shall be considered a separate dock subject to all provisions of this article.

viii) A floating structure shall be considered to be associated with a dock, if it is installed within the boat slip area, is attached to the dock, or is immediately adjacent to a side of the dock. In no case shall any floating structure extend the permitted length of a dock or extend into the side yard setback, or violate other relevant restrictions.

ix) Notwithstanding any other regulation to the contrary, no dock shall extend across more than 50% of the linear shoreline. The linear shoreline frontage shall be measured in a straight line between the two outermost property corners at the NHWC.

(b) *Dock or Boathouse on canal lot:*

(1) Boathouses and docks on canal lots are subject to this article and the additional requirements of this subsection (b), notwithstanding that the lots along the canals interconnecting with Lake Conway within the city were platted and accepted by the city under the premise that these lots would serve as lake access for the residents of the associated parcel.

(2) Docks on canals are limited to the edge of the canal, and only if the proposed dock does not impede or restrict the boat traffic in the canal.

(3) The length, size and location of a Dock on a canal are further limited to no more than a width of ~~40~~14 feet along the canal frontage if boat traffic in the canal is not impeded or restricted by the proposed Dock.

(4) A navigable travel way of 25' width along the axis (center) of the canal shall be maintained between all docks and potential docks.

(c) *Restrictions.* All docks are subject to the additional restrictions below:

(1) No dock or work for or on a dock shall be within areas which constitute easements for ingress or egress, or for drainage held by individuals or the general public.

(2) No flat roofs. Minimum roof pitch (slope) is 2:12; Maximum roof pitch (slope) is 5:12.

(3) No structure having enclosed sidewalls shall be permitted on any dock. The term "enclosed" shall include, by way of example but not by limitation, plastic, canvas and other screening enclosures, chain link and lattice fencing, or any form of paneling. For the purposes

of this section, a power curtain canvas, boat lift canopy skirt, retractable canopy curtain, or any other similar product made for the protection of a boat will not be considered as a dock enclosure.

(4) Under no circumstances shall a dock be used, permitted or occupied as living quarters, or as a bunk house, enclosed recreational use, or for any other non-water related use.

(5) Storage lockers shall not exceed 30 inches in height above the deck and 67 cubic feet of volume. ; 36 inches in width; 9 feet in length. Storage lockers on a dock shall not be used to store boat maintenance and/or repair equipment and materials, fuel, fueling equipment, and hazardous materials or hazardous wastes. Storage lockers are prohibited on semi-private or publicly owned docks.

(6) Any permit to place, locate, extend, expand, use or otherwise construct a dock, whether along Lake Conway or any canal or any other water body within the City, is subject to and shall not be construed as inconsistent with any law or regulation of the State of Florida or the United States. In addition, in granting or denying any application under this article the City may consider whether the proposed construction or activities would create unreasonable interference with the riparian or littoral rights of one or more nearby property owners, or the general public, as determined by the City in its discretion. As used in this subsection (6), “unreasonable interference” shall include but not be limited to situations in which a proposed structure or activity would impede access to, ingress to, or egress from the relevant body of water by boaters, swimmers, and others with a right to utilize the water body; encroaches upon, intersects, or otherwise interferes with commonly traveled boat routes or established watercraft channels; creates an unusual configuration of the shoreline that restricts boating access within navigable sections of the waterway; unreasonably impairs the view of the water body from one or more other waterfront properties; or otherwise unreasonably impairs or encroaches upon a riparian or littoral right held by one or more property owners or the general public under the law. Notwithstanding the foregoing, the City does not represent or guarantee that a dock or other permitted activity under this article will not affect a riparian or littoral right held by a property owner or the public, which rights are by law subject to local government regulations such as those contained in this article, and the City disclaims to the extent consistent with the law any liability for claims related to such.

#### Sec. 48-33. – Dock Variances.

(a) In the event the applicant wishes to construct, expand, extend, or repair a dock, or conduct any other activity not meeting one or more of the criteria or requirements described in section 48-32, a variance application must be made for hearing by the Belle Isle Planning and Zoning Board. Application fees shall be in accordance with the city fee schedule.

(b) The board shall not approve an application for a variance unless and until each of the following criteria have been met:

(1) The dock shall not create conditions hazardous to navigation nor any safety hazards;

- (2) The location and placement of the dock shall be compatible with other docks in the area, and the shoreline contour of the lake;
- (3) The current level of the lake shall not be a factor in deciding whether to approve or deny a variance
- (4) The application does not confer a special benefit to the landowner over and above the adjoining landowners and does not interfere with the rights of the adjoining property owner to enjoy reasonable use of their property; and
- (5) The requirements of subsection 42-64(1) Variances except for subsection 42-64(1)d (hardship).

Sec. 48-34. - Dock maintenance and repair and minor modifications.

(a) *Dock maintenance and repair, responsibility of property owner.* The owner of property on which a dock is located is responsible for maintaining a dock in safe and useable condition. Every dock and associated structures shall remain adequately supported, not create debris or obstructions, and shall be maintained in sound condition and good repair, so as to prevent negative impact on adjacent properties or waterway use and recreation.

(b) *Maintenance and repair of docks.* When maintenance and repair of docks involves the repair or replacement of pilings or other portions of the dock at or below the water surface, or of any roofed structure, the permit holder shall submit an application for a permit pursuant to section 48-31 of this article. Maintenance or repair of the deck surface of a dock that does not involve activity at or below the water surface, or of any roofed structure, is allowed without notice or permit, except that all such maintenance and repair activities must maintain the original design and original footprint of the dock and structures located on such dock or associated therewith.

(c) *Nonconforming "grandfathered" docks.* A dock that was duly permitted and authorized by the County when under County jurisdiction, or by the City under a previous version of the City's dock regulations, which dock does not conform with the City's current dock regulations under this article, shall be considered a "grandfathered" dock and shall be an authorized legally non-conforming structure, with the exception of those docks that are have active permits or enforcement actions on them at the time of the passage of this ordinance. ~~Except for maintenance and repair activities allowed by this article, the expansion or modification of a legally non-conforming (or "grandfathered") dock is not permitted except in situations where: (i) the dock is brought into conformance with the then current dock regulations of this article, or (ii) the city determines that the dock will be modified in such a way as to substantially decrease or mitigate the dock's non-conformity with the current dock regulations of this article.~~ However, when a grandfathered dock is damaged or requires any maintenance or repairs, the costs of which equal or exceed 75 percent to repair the dock, of the assessed value of the dock, such maintenance or repair shall not be permitted unless the dock is brought into compliance with the current regulations under this article and any other relevant City regulation.

(d) Minor modifications to permitted docks. Minor modifications to all existing docks must be approved by the city. The applicant must submit a request for the proposed deviation change or modification to the original site plan to the city manager for consideration. Additional information may be requested from the applicant in order to complete the review. Minor modifications must comply with the provisions of this article. Any modification that may require a variance or waiver of any provision of this article shall not be considered a minor modification. Any modification that increases the size of the terminal platform, or increase the horizontal or vertical footprint of the dock shall not be considered a minor modification. The city manager may require notification of abutting shoreline property owners of the application for minor modification. City approval or disapproval shall include a statement regarding requirement or no requirement for a permit.

(e) When repair of an existing dock is subject to a new permit by the City, an applicant shall provide to the City the prior dock permit and survey whether issued by Orange County or the City. The City shall determine whether or not the proposed repair necessitates a permit under this section. The applicant shall have the burden of proof to show the dock preceded any dock regulation of Orange County or the City or provide the prior permit and survey for the dock.

Sec. 48-35. - Violations; penalties; enforcement.

(a) It shall be unlawful for any person to violate any provision of this article, or any provision of any resolution enacted pursuant to the authority of this article. Any person who violates this chapter, or any provision of any resolution enacted pursuant to the authority of this article, may be prosecuted in accordance with Chapter 14 of the Belle Isle code.

(b) In addition to the enforcement and penalty provisions provided in Chapter 14, the city may avail itself of any other legal or equitable remedy available to it, including without limitation, injunctive relief or revocation of any permit involved.

(c) Any person violating this article shall be liable for all costs incurred by the city in connection with enforcing this article or any provision of any resolution enacted pursuant to this article, including without limitation, attorneys' fees and investigative and court costs.

(d) If the code enforcement officer determines that construction is occurring without prior approval or not in accordance with these regulations, the code enforcement officer shall promptly issue a written notice of violation to the applicant and/or designated contractor. The notice of violation shall include a description of the site where the violation has occurred, cite the provisions of these regulations, general or special laws which have been violated, and set forth the remedial action required by the city. Such remedial action may include submittal of revised drawings, reapplication for a permit, double the permit fee, removal of dock, and administrative and civil penalties.

**SECTION 4. Codification.** This Ordinance shall be incorporated into the Land Development Code of the City of Belle Isle, Florida. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or

like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or the Land Development Code may be freely made.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 6. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 7. Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

**FIRST READING:** \_\_\_\_\_, 2018

**SECOND READING:** \_\_\_\_\_, 2018

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_  
Lydia Pisano, Mayor

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk



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

**Meeting Date:** April 2, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Increase in Lake Conway Shores Storm Water Project

**Background:** Lake Conway Shores has had a long standing problem with flooding during periods of intense rain. In February 2017, the City sought proposals for having this problem resolved. The contractor (Shenandoah Construction) gave a price, at that time, of \$117,000 to complete the project. The project was put on hold in June 2017 because the summer rains would make it difficult to complete. It was agreed upon by the City and the contractor that the project would resume in February 2018 during the drier months. The Contractor agreed to hold their price on the project (\$117,000). During that time, the City Engineer reviewed the project and made changes to the project because the City Manager and City Engineer did not believe that the original project provided a long term solution to the drainage problems. When the Contractor received the new plans, they notified the City that they were no longer interested in doing the project.

In order for this project to be completed before the rainy season or for hurricane season, the City, considering this an emergency situation, contacted Price Construction, Inc. to provide a cost of the work. Price Construction is a local contracting firm that has done reliable projects for the City in the past at a fair and competitive cost. After several meetings on-site with the City Manager and City Engineer, and the complexities of the project after seeing the situation underground, Price Construction submitted a project estimate of \$594,380. The project can be broken in phases; Phase 1 - \$294,380; Phase 2 - \$205,000; Phase 3 - \$95,000.

By holding off on some other storm water projects until next budget year, we should have the funding available. We can also do the project in phases, if necessary. There is FEMA funding available for mitigation which we will be applying for but that funding is uncertain and if approved, will be in the next budget year. We are also looking at funding from the State, but I was told by Senator Stewart's office that these projects were cut from the budget due to the legislature's desire to fund more School Resource

Officers and initiatives for school safety in wake of the tragedy at Parkland. I am confident we will receive some funding through the mitigation program, but how much is undetermined. The residents of Lake Conway Shores waited a long time for this project to be built to resolve their storm water issues.

**Staff Recommendation:** Council approves the increase in funding for this project in the amount of \$417,380.

**Suggested Motion:** I move that approve the increase in funding for the Lake Conway Shores storm water Project in the amount of \$417,380 and direct the Finance Director to prepare a budget amendment for the next meeting

**Alternatives:** Do not approve the increase in funding, put this project on hold for another year and direct the City Manager to solicit for other bids to the project, or solicit bids for the original project

**Fiscal Impact:** Additional \$417,380 from the Storm Water Fund which will delay some other projects until next budget year.

**Attachments:** Emails from Shenandoah; Cost Estimates





Bob Francis <bfrancis@belleislefl.gov>

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## Jade Circle Project

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Anthony <anthony@shenandoahconstruction.com>

Mon, Feb 12, 2018 at 12:12 PM

To: Bob Francis <bfrancis@belleislefl.gov>, Dan Dimura <d.dimura@shenandoahconstruction.com>

Bob: I see that there are changes from the original design. We are in the process of re-pricing and will get you an estimate quickly.

Regards,

Anthony

---

**From:** Bob Francis <bfrancis@belleislefl.gov>

**Sent:** Monday, February 5, 2018 8:20:08 AM

**To:** Dan Dimura; Anthony

**Subject:** Jade Circle Project

[Quoted text hidden]



Bob Francis <bfrancis@belleislefl.gov>

**Jade Circle Project**

Anthony <anthony@shenandoahconstruction.com>  
To: Bob Francis <bfrancis@belleislefl.gov>

Thu, Feb 22, 2018 at 3:27 PM

Bob: after reviewing the new plans and our current backlog of work, we are going to have to pass on bidding this work. We do appreciate the opportunity and hope to work with you again in the future.

Regards,

Regards,

Anthony Guglielmi



Corporate Office  
1888 NW 22<sup>nd</sup> Street  
Pompano Beach, FL 33069  
(954) 975-0098  
[shenandoahconstruction.com](http://shenandoahconstruction.com)

*This message is the property of Shenandoah General Construction Company, and/or Shen-Line, LLC. It is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute an attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and do not delete this message if a facsimile or do delete this message immediately if this is an electronic communication.*

Price Construction, Inc.  
P.O. Box 590062  
Orlando, Florida 32859  
Phone 407 857-7416  
Fax 407-857-2111

Certified General Contractor  
CGC# 047177  
Cell 407 509-6555  
Ppriceinc92@gmail.com

Project: Lake Conway Shores  
Jade Circle  
Belle Isle, Florida 32812

Phase 1- Road work at Pump Station to South side of  
Honeysuckle  
Date: 4-2-2018

We hereby propose to Furnish all Equipment, Labor and Materials for the completion of the following per Plans by Harris Civil Engineers, dated November 13, 2017;

All Survey and Layout for Entire project- Phase 1 through 3  
Remove existing D-2 MH Structure and Install New D-2 MH Structure  
Install new 15" Storm piping from D-2 to New D-30 curb inlet  
Install New 15" RCP piping from D-30 across Jade Circle to New D-31 curb inlet  
Install New D-6 MH Structure  
Install New 15" RCP piping across Jade Circle to New D-12 Inlet  
Install New 8" Storm piping from D-12 Inlet to New D-14 Yard Drain  
Install New 8" piping from D-14 Yard Drain and cap for future use  
Install New D-5 Yard drain onto existing 30" CMP piping  
Install New D-7 Yard Drain onto Existing 30" CMP piping  
Install New D-10 Yard Drain onto existing 30" CMP piping  
Remove Existing Concrete Driveway approach at 5269, 5263, 5250 and 5244 and Re-pour New Concrete Driveway approach (approach is to be 6" in thickness)  
Install New F-curbings as shown at Structures D-30 and D-31  
Install New Paving at 2 street crossings where New Storm piping was installed  
Re-Pave sections of Roadway that are disturbed and torn up to allow for New structures of Yard drains to be installed (These will be spot patches not full width Road paving)  
Re-grade existing swale areas shown on plans to New elevations  
Re-pair all Irrigation in Right-away disturbed by Construction at each Homeowner location  
Re-sod all disturbed areas (Sod is to match existing)

Includes all MOT Required  
Includes all Testing required (Density and Compaction)  
Includes all Erosion Control required (Silt fence, Hay bales etc.)  
Includes all dewatering needed to Complete work

Does Not include Any Permits

Total Amount for work \$294,380.00

Price Construction, Inc.  
P.O. Box 590062  
Orlando, Florida 32859  
Phone 407 857-7416  
Fax 407-857-2111

Certified General Contractor  
CGC# 047177  
Cell 407 509-6555  
Ppriceinc92@gmail.com

Project: Lake Conway Shores  
Jade Circle  
Belle Isle, Florida 32812

Phase 2- From Honeysuckle lane to Entrance  
Date: 4-2-2018

We hereby propose to Furnish all Equipment, Labor and Materials for the completion of the following per Plans by Harris Civil Engineers, dated November 13, 2017;

All Survey and Layout for Phase 2

Install New Handrails at Existing Structures D-22 and D-28

Install New Concrete around Existing Structures D-22 and D-28

Remove existing Structure D-38 and Install New D-38 Inlet Structure

Install New 18" Storm piping from D-38 Structure to D-42 Structure

Install New D-42 Inlet Structure

Install New 18" RCP piping across Jade Circle from D-42 structure to New D-32 Structure

Install New D-32 Inlet Structure

Install New 18" Storm piping from D-42 Structure to New D-43 Yard Drain

Install New D-43 Yard Drain

Install New 15" storm piping from D-43 Yard Drain to New D-44 Yard Drain

Install New D-44 Yard Drain

Install New 15" Storm piping from D-44 Yard Drain to New D-46 Yard Drain

Install New D-46 Yard Drain

Install new 15" Storm piping from D-46 Yard Drain to New D-47 Yard Drain

Install New D-47 Yard Drain

Install New 12" Strom piping from D-47 to New D-48 Yard Drain

Install New D-48 Yard Drain

Install New 15" Storm Piping from D-32 Inlet to New D-34 Yard Drain

Install New D-34 Yard Drain

Install New 15" Storm piping from D-34 Yard Drain to New D-36 Yard Drain

Install New D-36 Yard Drain

Install New 12" Storm piping from D-36 Yard Drain to New D-37 Yard Drain

Install New D-37 Yard Drain

Install New 12" Storm piping from D-37 Yard Drain to New D-40 Yard Drain

Install New D-40 Yard Drain

Remove existing concrete Driveway approach at 5232, 5226, 5220, 5214, 5208, 5211 and Lot 43 and 53 and Replace with new Concrete approach (Concrete is to be 6" in Thickness)

Install New Paving at One street crossing from D-42 to D-32 Structure

Remove all Concrete Sidewalk and Replace with New sidewalk (Sidewalk is to be 4" in Thickness)

Re-Pave sections of Roadway that are disturbed and torn up to allow for New structures or Yard Drains to be installed (These will be spot patches not full width Road paving)

Re-grade existing swale areas shown on plans to New elevations

Re-pair all irrigation in Right-away swale area disturbed by Construction at each Homeowner location

Re-sod all disturbed areas (Sod is to match existing)

Includes all MOT Required  
Includes all Testing required (Density and Compaction)  
Includes all Erosion Control required (Silt fence, Hay bales etc.)

Does Not include Any Permits

Total Amount for work \$205,000.00

Price Construction, Inc.  
P.O. Box 590062  
Orlando, Florida 32859  
Phone 407 857-7416  
Fax 407-857-2111

Certified General Contractor  
CGC# 047177  
Cell 407 509-6555  
Ppriceinc92@gmail.com

Project: Lake Conway Shores  
Jade Circle  
Belle Isle, Florida 32812

Phase 3- Pump Station  
Date: 4-2-2018

We hereby propose to Furnish all Equipment, Labor and Materials for the completion of the following per Plans by Harris Civil Engineers, dated November 13, 2017;

**All Survey and Layout for Phase 3**

Remove Existing chain link fence on West side of Pump Station to allow work to be done  
Remove existing settled concrete slab on West side of pump station  
Excavate down on existing 36" Storm line and remove approximately 32 In. ft. of existing 36" Storm pipe (32 In. ft. of piping will be from pump station towards lake)  
Install New Structure onto existing 36" Storm pipe where piping has been removed (Structure is to be 4' x 6'6" inside dimension with an Aluminum Hatch cover for accessibility)  
Install New 36" Storm piping from New structure back to existing Pump station  
Install New 36" Inline Check Valve  
Remove all existing silt and debris inside pump station to allow for Weir wall to be removed  
Remove Existing Weir Wall inside existing Pump Station (Wall is to be removed down to elevation that will be supplied by Engineer)  
Re-grade all disturbed area  
Re-Sod all disturbed areas  
Replace concrete slab that was removed to allow for new piping to be installed  
Replace existing Chain link fence that was removed to allow for work to be done  
Remove and Replace Existing Concrete Driveway and approach (New concrete is to be 6" in Thickness)

Includes all MOT Required  
Includes all Testing required (Density and Compaction)  
Includes all Erosion Control required (Silt fence, Hay bales etc.)  
Includes all Dewatering needed to complete work

Does Not include Any Permits

Total Amount for Work \$95,000.00



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

**Meeting Date:** April 3, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Proposal for City-Wide Traffic Study (Traffic Management Plan)

**Background:** The City Council directed the City Manager draft a Request for Proposals for a City-wide traffic study (Traffic Management Plan). The City sent out RFP documents to 7 firms, but received only one proposal. The City manager reviewed the proposal and it is in order.

**Staff Recommendation:** Approve the proposal with Nelson Nygaard Consulting

**Suggested Motion:** I move that we approve the Proposal of Nelson Nygaard Consulting for the Transportation Master Plan in the amount of \$74,740.

**Alternatives:** Do not approve

**Fiscal Impact:** Estimate is \$75,000

**Attachments:** Proposal





PROPOSAL PREPARED FOR THE CITY OF BELLE ISLE, FLORIDA

# Transportation Master Plan

March 21, 2018



Submitted by:  
**Nelson\Nygaard Consulting Associates, Inc.**

In association with:  
**Canin Associates**



Printed on 100% recycled paper



March 19, 2018

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

**RE: City of Belle Isle – Transportation Master Plan**

Dear Mr. Francis,

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the City of Belle Isle (the city) to develop a Transportation Master Plan. We are excited about the possibility of working with the city and are committed to the project's success.

Nelson\Nygaard is an industry leader in people-first planning for all modes of transportation. We design balanced transportation systems that serve the needs of the entire community and all the ways people travel – walking, biking, riding transit, and driving. Our experience includes designing and planning for complete streets, downtown and regional mobility, transit and paratransit service, station areas, transit-oriented development, and emerging mobility options.

Our approach is to meld our national experience with local vision. To help communities make informed decisions, we listen to all types of travelers as well as local leaders, and in response develop complete transportation networks, coordinate transportation and land use, manage travel demand, and identify the true costs of travel options. By giving people transportation choices, we help communities achieve their larger goals for economic vitality, healthy living, and improved quality of life.

We have considered the needs of the city and have assembled a team that combines national expertise with local knowledge and experience. Nelson\Nygaard has led similar plans for cities throughout the country, including Johns Creek, GA; Atlanta, GA; Newton, MA; Asheville, NC; Louisville, KY; Madison, WI; Seattle, WA; and many others. Our team will be led by **Chris Forinash as Principal-in-Charge** and **Jim Watson, AICP, PTP, as Project Manager**. Chris is an expert in sustainable transportation and smart growth, helping to create great places where people love to live, work, and play. Jim has over a decade's worth of experience focused on providing context-sensitive solutions to transportation and parking planning issues. Our team is joined by our local, Orange County-based partner, **Canin Associates**, an interdisciplinary firm of idea-based and forward thinking professionals to provide public and stakeholder engagement and planning support services. Canin Associates' office is located in the heart of downtown Orlando and they offer significant insight on community activity and culture as well as significant value added skills and expertise for this planning effort. We believe that our combined experience is a good fit for the City of Belle Isle.

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this project. We submit our proposal in accordance with the terms and conditions outlined in the Request for Proposal (RFP), and our offer will remain in effect for at least thirty (30) days from the date of submittal, March 21, 2018.

If we can provide any additional information about our firm or this proposal, please do not hesitate to contact Jim Watson at [jwatson@nelsonnygaard.com](mailto:jwatson@nelsonnygaard.com) or 212-405-2538 or me at [pjewel@nelsonnygaard.com](mailto:pjewel@nelsonnygaard.com) or 415-284-1544. I am authorized to negotiate with the city in connection with this effort.

Sincerely,

A handwritten signature in black ink that reads "Paul Jewel". The signature is written in a cursive, flowing style.

Paul Jewel  
Managing Director

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## Appendices

Appendix A: Full Resumes

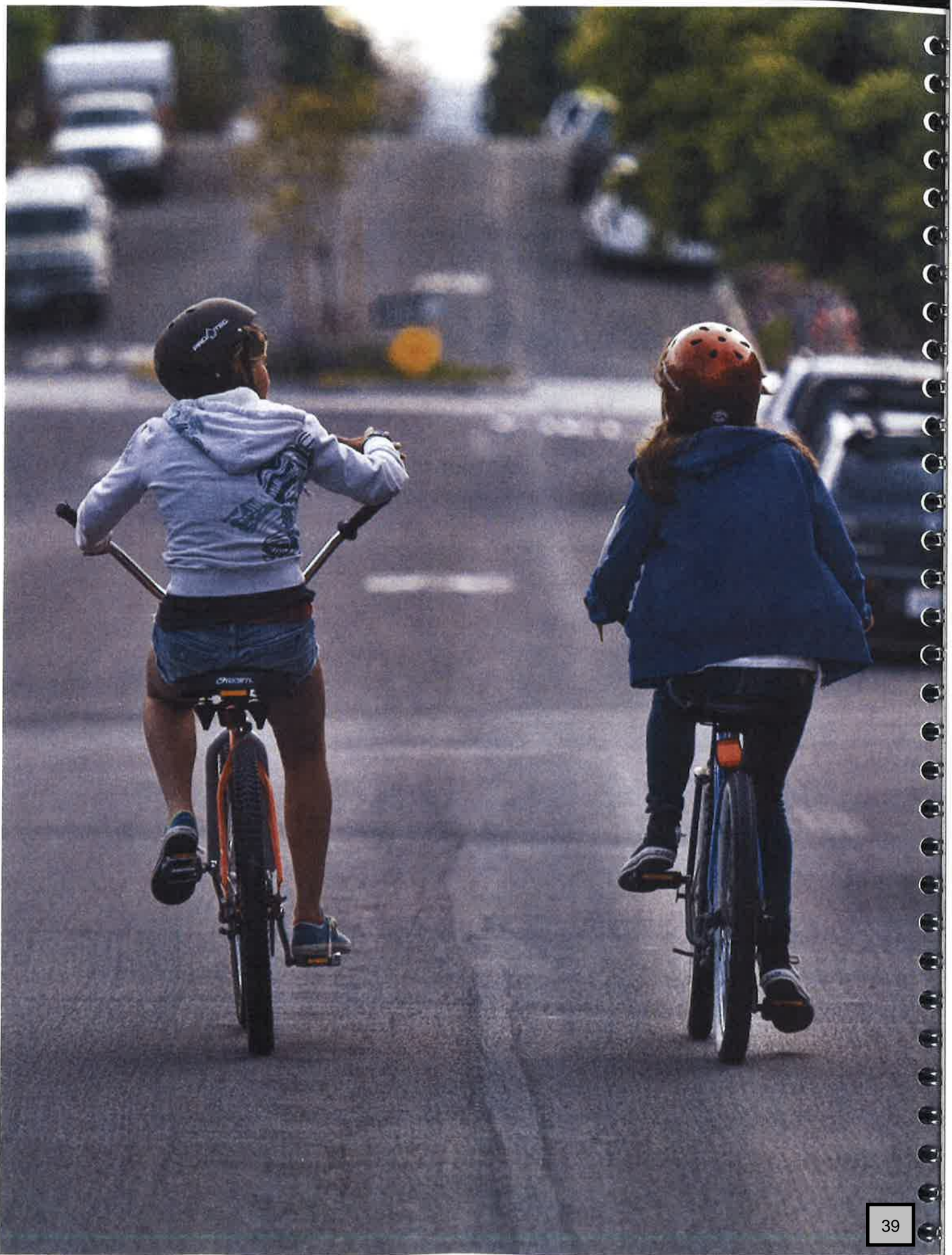
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# 1

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## Firm Overview and Capabilities

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# FIRM OVERVIEW AND CAPABILITIES

## Nelson\Nygaard Consulting Associates, Inc.

**Nelson\Nygaard Consulting Associates, Inc.** is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a 135-person, full-service transportation firm with offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

## Nelson\Nygaard Specialties



**Active Transportation and Safety:** *Making places better for people to walk, bike, and gather* Specializing in network planning, facility design, bike share, safe routes to school and transit, and road safety plans



**Paratransit and Community Transportation:** *Achieving service/cost performance and ADA compliance for demand-responsive services* Specializing in human services coordination, paratransit and rural transportation plans, mobility manager training, and accessibility evaluations



**Campus Mobility:** *Improving mobility choices at university, corporate, and medical workplaces* Specializing in commute and trip re-education, employee and student incentives, and financial analyses for universities, tech companies, and hospitals



**Parking and Demand Management:** *Creating livable places with better management of parking supply and demand* Specializing in regulations, pricing strategies, shared parking, governance, technology, and travel demand management



**Emerging Mobility:** *Collaborating on solutions for people in a new era of mobility* Specializing in public-private partnerships for transit and paratransit, first-mile/last-mile access, ride-hailing and taxi regulations, shared mobility, and curbside management



**Streets and Cities:** *Balancing the mobility needs of everyone to create thriving places* Specializing in complete streets, downtown and regional mobility, transit-oriented development, transportation demand management, and healthy communities



**Engineering Design and Development:** *Analyzing movement to improve connectivity and reduce environmental impacts* Specializing in street design, site planning, modal performance, traffic impact analysis, environmental evaluation, land use, vehicle miles traveled estimation



**Transit:** *Designing and developing great transit services for people* Specializing in feasibility and fare studies, corridor studies, new services and facilities, and redesign services for bus rapid transit, streetcar, rail, bus, and ferry



**Mobility Management:** *Coordinating and enhancing an individual's access to more mobility options* Specializing in one-call/one-click systems, subsidy/voucher programs, travel training services, and accessibility infrastructure databases



**Visual Communications and GIS:** *Integrating strong visuals into all the work we do, helping to generate excitement and inspire creative thinking* Specializing in spatial analysis, cartography, graphic design, rendering, 3-D modeling, drafting, illustrating, branding, and website design





## Active Transportation and Safety Capabilities



Nelson\Nygaard specializes in creating safe, comfortable, and convenient walking and biking networks for people of all ages and abilities.

Our experts understand that planning for walking and biking is vital for healthy, thriving communities. Our experience includes active transportation action and master plans, Safe Routes to School, safety studies, bikeway and walkway concepts, corridor and intersection improvement projects, and bikeshare planning and evaluation. We believe that streets not only get us where we are going, but also let us enjoy where we are now.

We are creative and bold in our approach to plan for walking and bicycling in a wide variety of transportation networks. We utilize level of traffic stress analyses and community values to prioritize and phase investment recommendations.

We demystify the complex matrix of existing policies and guidelines to prioritize investments that make walking and biking intuitive, everyday activities that support larger goals of economic development, greenhouse gas reduction, social equity, and public health.

Whether the task is a citywide plan, a multimodal neighborhood plan, or a specific intersection design, Nelson\Nygaard maximizes the attractiveness and safety of cycling and walking. We develop design requirements, quantify bicycle and pedestrian levels of service and, most importantly, balance the inevitable tradeoffs between non-motorized transportation, automobiles, and other modes.

## Master Plans

Working with cities, neighborhoods, and public parks, we identify bike and pedestrian investments that improve public safety and serve larger goals of economic development, social equity, and natural resource preservation.

## Traffic Calming and Street Design

Street redesign demands a blend of technical rigor and political sensitivity. Nelson\Nygaard has successfully mediated projects where improvements stalled over competing interests, antiquated regulations, and inaccurate technical information. Using education, consensus building, and phased approaches to implementation, we have moved plans from dissension to adoption and execution.

## Pedestrian and Bicycle Plans

We help municipalities understand the complex matrix of changes to existing infrastructure, policies, and design guidelines needed for a functional pedestrian and bike network. We document weak linkages in existing pedestrian networks, prioritize locations for new infrastructure and amenities, and rewrite municipal codes and standards.

## Education and Outreach Programs

Nelson\Nygaard has led a broad range of safety education programs including the award-winning Safe Routes to Schools in Marin County, New York City, and Los Angeles. We also conduct intensive workshops that teach city leaders about the core principles of effective pedestrian and bike planning.



## Multimodal Design Capabilities

Multimodal transportation planning and traffic engineering requires more than technical expertise. It requires planners and engineers to apply their expertise collaboratively, as part of a larger team that typically includes architects, economists, land use planners, urban designers, and other experts.

## Transportation Planning and Traffic Engineering for the Needs of All Modes

Nelson\Nygaard designs transportation systems with an emphasis on context sensitivity. Our goal is the creation of complete streets networks that balance mobility for all users and support broader community goals. We have designed streets, paths, and transportation corridors in big cities, small towns, and overseas emirates.

Our multimodal approach to transportation planning and traffic engineering sets us apart from our peers. This is a result of our history. While most transportation firms began with an emphasis on motor vehicle circulation, and only recently began to offer multimodal services such as bicycle, pedestrian, and transit planning, we are rooted in our history as a firm that emphasizes alternative transportation solutions. It is the core of what we do.



Our multimodal transportation design specialties include:

- Bicycle Facility Selection and Design
- Campus Transportation Planning
- Parking Design
- Pedestrian Planning and Walkway Designs
- Rail & Transit Corridors
- Street Design
- Town Planning
- Transit Centers
- Transit Oriented Development

## Complete Streets Capabilities



In our cities and communities we walk, we cycle, we take the bus, we sit, we drive, we park, we stand and chat—all within the public right-of-way. Our streets function as places in the same way parks or plazas do. Hence, any street that contributes to the everyday uses of society must be complete. Complete streets design and planning works to create streets that balance the needs of all users, supporting the community as a whole.

As multimodal transportation planners we understand the tensions between the complete streets model and efficient street operations. Our approach to street design is network-based and considers the fact that a street typology may prioritize certain modes, while still maintaining safe and comfortable environments for pedestrian and cyclists.

### Design and Workshops

Nelson\Nygaard staff includes national leaders in complete streets design, who have produced design manuals for cities such as Chicago, San Francisco, and Abu Dhabi; facilitated complete streets workshops for municipalities and state officials; designed leading examples throughout the country; and overseen acclaimed installations from Boston to San Francisco and St. Louis to Tampa. We have developed communication tools to convey the necessity and benefits of complete streets to policymakers, city staff, and the general public. These tools range from pamphlets and presentations to websites and workshops. We understand the primary goal is to convey the importance of complete streets to

local governments and provide a straightforward toolbox for the community to integrate complete streets guidelines and policies.

### Policy Development

Nelson\Nygaard develops policies that capture the unique vision of each community, providing a solid foundation that can change the way streets are designed and built. These policies work to formally direct transportation planners and engineers to design and construct balanced streets which safely accommodate all anticipated users, including pedestrians, bicyclists, public transportation users, motorists, and freight vehicles. The complete streets policies we help craft are implementation-oriented, and strengthen or create new partnerships between departments, community organizations, and the public.

### Implementation and Institutional Change

Our firm is adept at managing complex project delivery processes and we are committed to working with communities to realize their overall vision and support effective change. We create tools that help implement complete streets policies efficiently and sustainably into existing institutional structures. Ensuring that projects are ultimately constructed as designed, measuring the overall effectiveness, and maintaining user accommodation is critical to the success of the project delivery culture. We are committed to this end because we believe complete streets should be the norm, not the exception.

## Public Engagement and Outreach Capabilities



Public engagement and outreach are essential to Nelson\Nygaard's planning process. From traditional public meetings to community workshops, we continually seek fun and interesting ways to gather input and perspective from community members. We typically return to these forums multiple times throughout the project to make sure we are "getting it right" and reflecting the needs of the community.

We work in close collaboration with clients to develop engagement campaigns that educate, engage, and inform. In particular, we focus on identifying appropriate locations and messaging for outreach materials. We are continually changing our approach to public outreach to meet community members where they are. Some of our favorite approaches are below.

### Community Workshop

A community workshop represents a major public involvement opportunity to review draft plan components or findings and to share and solicit feedback from the public on draft plans. It could follow or be part of a charrette process, where the meetings for plan reviews—and much of the final production work—take place in a compressed period, sometimes even a few days.

### Mobile Workshop

Our preferred format employs interactive maps, guides, and touchpad-based input tools stationed at a simple table with visible pop-up tent, all quickly packed into and out of a van. By being mobile, the team can ensure the outreach campaign receives input from all areas of a

community, including disengaged users. The purpose of focusing on mobile workshops, rather than a static location, is to engage as diverse a population as possible, including diverse geographies.

### Website and Social Media

An effective web presence will help fill in the gaps for those who cannot—or who choose not to—attend meetings and provide up-to-date study information while soliciting feedback in between meetings. A project website provides a fast and simple way to keep up to date with the project, with information such as study announcements, updates, contact information, meeting results, and work products. Social media can supplement this by providing frequent updates and linking users to the project website.

### Traditional Meetings and Stakeholder Interviews

Sometimes, the most effective way to gather feedback is in a traditional meeting format. We structure and plan meetings to strike a balance between free-flowing conversation and accessing important information. We tailor meeting content to audiences so that materials are comprehensible and thorough.



## Canin Associates

For over 36 years, **Canin Associates** has been working with governmental entities in Central Florida, assisting with regional visioning, preparation of design guidelines, and land use scenarios.

The firm has worked with over 35 governmental entities in Florida, including Orange County, Brevard County, Hillsborough County, Lee County, Miami-Dade County, Osceola County, Polk County, Seminole County, and Walton County. Additionally, through Canin Associates' not for profit endeavor (Central Florida Sustainable Communities Initiative), they have provided services free of charge to a number of communities and organizations, including the City of Edgewater, the Mount-Plymouth Sorrento Planning Advisory Committee, and the East Central Florida Regional Planning Council.

Canin Associates believes great ideas and great placemaking emerge when connections are made to the regional context, vernacular architecture, and the cultural heritage of a region. Their interdisciplinary firm of idea-based professionals is committed to creating sustainable communities that enrich the quality of life and are wonderful places to live, work, play and grow.

The Canin Associates' approach to urban planning and design is based on an in-depth knowledge of sustainable development techniques, and a thorough understanding of Central Florida's regional market conditions. They understand that urban planning cannot be completed in a vacuum and that there are many stakeholders that must be involved in the process, including the public.

Canin Associates value plans that take into consideration market pressures, the needs of developers, and the public vision; plans that will not sit on a shelf but will be fully implemented due to public enthusiasm and market viability. They believe that municipal planning must be predictable and incentivized in order to attract new development, while remaining flexible enough to meet ever-changing economic conditions. They are strong advocates of placemaking as a way to add value and create timeless solutions for municipalities that are authentic, viable, and economically sustainable.



Tradition, FL



Vision for Colonial Drive, MetroPlan Orlando 2030 LRTP



Solivita, FL



Solivita, FL

## RELEVANT EXPERIENCE AND REFERENCES



NEWTON, MA

## NEWTON TRANSPORTATION STRATEGY

The City is currently working towards implementation of initial recommendations through its Capital Improvement Plan.

### PROJECT DURATION

2015–2017

### TOTAL BUDGET

\$146,993

### NELSON\NYGAARD BUDGET

\$140,600

### FOR MORE INFORMATION

City of Newton  
1000 Commonwealth Ave  
Newton, MA

### CONTACT

James Freas  
Deputy Director of  
Planning & Development  
617-796-1120 x1137  
jfreas@newtonma.gov

Located seven miles west of downtown Boston, Newton continues to attract new residents due to the ease of its small-town scale, paired with ready connectivity to the resources and opportunities of the greater metropolitan area. Encapsulating Newton's challenges is a desire to welcome new residents, while maintaining the characteristics that make the city appealing: its distinct neighborhoods and villages, each with a unique sense of place. Concerned that the inevitable congestion associated with this growth will have negative impacts on Newton's high quality of life, the city sought to devise a forward-looking, multimodal transportation strategy.

Nelson\Nygaard was hired to develop not only a transportation strategy for Newton but also a citywide action plan to realize this vision. The firm created a public participation plan to engage Newton residents in the development of the strategy's goals and metrics, then provided opportunities for feedback on dynamic transportation demonstrations and initial recommendations. Nelson\Nygaard also produced an exhaustive data-driven survey of existing socioeconomic, environmental, and transportation conditions. This Fact Book visualizes and

communicates this data and findings in a web-friendly format, intended for public audiences. The Transportation Strategy builds on these findings to offer recommendations for safe travel, transit and shared mobility, active transportation, parking management, and congestion reduction. This report concludes with an Action Implementation Plan, which prioritizes short-term, mid-term, and long-term steps, as well as the costs and leadership associated with each action item.

The city is currently working towards implementation of initial recommendations through its Capital Improvement Plan, reflecting the actionable quality of Newton's Transportation Strategy. Looking ahead, the Action Implementation Plan will continue to prioritize the city's next steps.



FAIRFAX, VA

## FAIRFAX MULTIMODAL TRANSPORTATION PLAN

The plan provides a clear vision for the future of transportation in Fairfax and is rooted in the core values of the Fairfax community.

**PROJECT DURATION**

2015-2017

**TOTAL BUDGET**

\$250,000

**NELSON\NYGAARD BUDGET**

\$110,000

**FOR MORE INFORMATION**

City of Fairfax  
10455 Armstrong St., Suite 312  
Fairfax, VA 22030

**CONTACT**

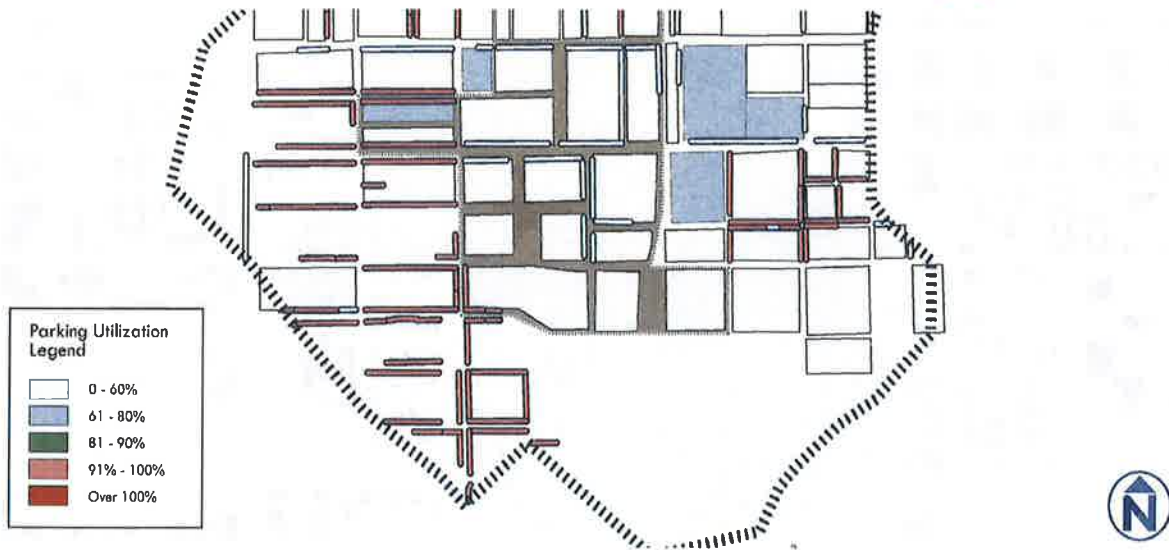
Wendy Block Sanford  
Transportation Director  
703-385-7889  
wendy.sanford@fairfaxva.org

The City of Fairfax is a growing and vital city within a robust region. Residential and commercial growth is essential to economic strength, but this growth has also resulted in rising traffic congestion and vehicular impacts that compromise local quality of life. While many of the traditional neighborhoods within the city feature relatively complete sidewalk networks, many neighborhoods lack designated pedestrian and bicycle facilities.

Nelson\Nygaard developed a comprehensive Multimodal Transportation Plan for Fairfax that will help preserve the high quality of life in the city, enhance resident access to goods and opportunities, and improve public and environmental health. The firm analyzed the existing conditions of multimodal transportation in Fairfax; compiled a list of challenges and opportunities, informed by national best practices and future trends; and developed a series of recommendations with specific action items to reach those goals, including cost estimates and performance measures. The plan includes extensive consultation with elected officials, agency leaders both within the city and with regional partners, and conversations with residents and stakeholders. The plan provides a clear vision for the future of transportation in Fairfax and is rooted in the core values of the Fairfax community.

This comprehensive Multimodal Transportation Plan provides a roadmap for action over time that builds from the city's many existing mobility assets. These assets served the city in its early history and will support the city in its future.





GAINESVILLE, FL  
**INNOVATION SQUARE**  
**PARKING ANALYSIS AND STRATEGY**

This comprehensive analysis is expected to maximize the efficiency of planned parking infrastructure while minimizing the need for automobile travel as part of achieving a minimal carbon footprint for the site.

**PROJECT DURATION**

2013

**TOTAL BUDGET**

\$34,000

**NELSON\NYGAARD BUDGET**

\$22,000

**FOR MORE INFORMATION**

Gainesville Community  
 Redevelopment Agency  
 802 NW 5th Avenue Suite 200  
 Gainesville, FL 32601

**CONTACT**

Andrew Meeker  
 Project Coordinator  
 352-334-2205  
 meekerag@cityofgainesville.org

Gainesville's Innovation Square project is a new development, located between downtown and the University of Florida campus that will serve as a live/work/play community. The plans re-invent the area into a town-square concept that brings technology, business, and community together. The Innovation Square planning efforts require a specific parking analysis and strategy to determine the most appropriate way forward with the phased build-out of the various expected development projects. Nelson\Nygaard was brought into the project to develop parking demand estimates, shared parking district scenarios, phasing, TDM strategies, and more.

Nelson\Nygaard analyzed existing parking facilities, created a district specific parking ratio matrix, documented the location and timeline for temporary surface parking, outlined the impact of transportation demand management strategies, and explored the use of existing facilities such as nearby downtown parking decks. Key to this is the development of a developer incentive program for sharing parking designed to make Innovation Square financially attractive to traditional area developers. This comprehensive analysis is expected to maximize the efficiency of planned parking infrastructure while minimizing the need for automobile travel as part of achieving a minimal carbon footprint for the site.



MIAMI, FL

## MIAMI RIVERS OF GRASS GREENWAY

The path is suitable for bicycling, walking, bird watching, fishing, and general enjoyment of the Everglades and surrounding areas.

### PROJECT DURATION

2012-2014

### TOTAL BUDGET

\$250,000

### NELSON\NYGAARD BUDGET

\$81,742

### FOR MORE INFORMATION

Miami-Dade County  
275 NW 2nd Street  
Miami, FL 33128

### CONTACT

Jack Kardys  
Director of the Miami-Dade  
Parks, Recreation and Open  
Spaces Department  
305-755-7800  
Kardys@miamidade.gov

Infrastructure for alternative modes of transportation is just starting to take shape in Florida. The Rivers of Grass Greenway is one of several regional efforts to create more and safer access for non-motorized transportation to the natural assets of South Florida.

In collaboration with AECOM, Nelson\Nygaard analyzed the traffic impacts of the 12- to 14-foot-wide pathway envisioned across Everglades National Park between the cities of Naples and Miami. Nelson\Nygaard provided the projected reduction of automobile traffic and improvements to safety that were possible, and determined what was required to achieve them. Our efforts included using custom-developed tools, such as our Trip Reduction Impact Analysis model, to assess the potential benefits to be gained from infrastructure, services, and partnerships within the corridor. The work also identified threats to this sustainable investment approach (such as the overbuilding of parking lots and visitor site entrance congestion).

The feasibility study of the Greenway identified alignments and patch design elements via an open community process. The path is suitable for bicycling, walking, bird watching, fishing, and general enjoyment of the Everglades and surrounding areas.



SEASIDE, FL

## SEASIDE PARKING MANAGEMENT PLAN

Nelson\Nygaard is providing on-going consultation to determine Seaside's effective parking capacity.

### PROJECT DURATION

2011-Ongoing

### TOTAL BUDGET

\$67,121

### NELSON\NYGAARD BUDGET

\$67,121

### FOR MORE INFORMATION

Seaside Community  
Development Corporation  
121 Central Square  
Seaside, FL 32459

### CONTACT

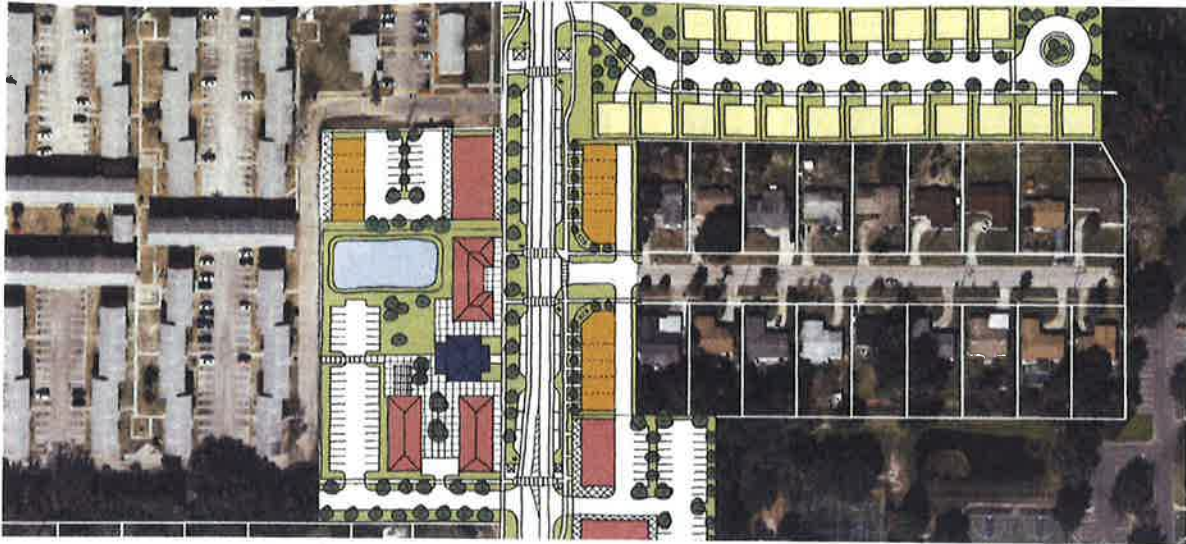
Pam Avery  
Vice President/General Manager  
850-231-6121  
pavera@seasidefl.com

The Town of Seaside, Florida is famously known as the most successful example of New Urbanism, an influential planning movement that promotes the creation of densely built, mixed-use communities and principles that support walkable neighborhoods and reduce urban sprawl. Since its inception, the town has grown successfully because of its famed past and its popularity has consequently attracted thousands of tourists and visitors every day. However, the dense neighborhood streets that were constructed mainly to accommodate local pedestrians and cyclists have caused major traffic and parking issues for those seeking spots in the few but coveted on-street and off-street spaces.

Nelson\Nygaard was contracted in 2011 to help address the parking issue through a comprehensive parking assessment; the team quickly recognized that to preserve the nature of the community, parking management strategies would need to be approached in a unique way. The team observed physical conditions, qualitatively assessed demand patterns, and convened two series of stakeholder meetings. This was done to develop a deeper understanding of existing parking constraints and opportunities,

before exploring management strategies to support the vision for Seaside's future. The first series, Listening Sessions, focused on gathering input from residents, merchants, commuters, and parking management staff. The second series, Visioning Sessions, presented an overview of parking's role in the development and future of Seaside, which specifically analyzed the past and current challenges of Seaside's approach to parking and key strategies that have successfully helped other, similar communities address these challenges.

The products of these two workshops have helped to identify key issues and a range of potential approaches and solutions for each. Nelson\Nygaard is providing on-going consultation to determine Seaside's effective parking capacity, develop public valet strategies, and identify employee and residential parking strategies.



ORLANDO, FL

## MERCY DRIVE VISION PLAN

“A safe, attractive, and connected community with quality homes and apartments that empowers neighbors of all ages to learn, build, and create together.” –Mercy Drive Vision Statement

### PROJECT DURATION

2017-Ongoing

### FOR MORE INFORMATION

City of Orlando  
400 S Orange Avenue, 6th Floor,  
Orlando, FL 32802-4990

### CONTACT

Jason Burton  
Chief City Planner  
407-246-3389  
jason.burton@cityoforlando.net

Canin Associates, along with City of Orlando staff, worked closely with residents and stakeholders to develop a Vision Plan for the Mercy Drive study area, a predominantly African-American community located about 3.5 miles west of downtown Orlando.

The goal of this study was to develop a vision for the future of the study area that would improve the quality of life for its residents and stakeholders. Through a combination of public engagement and expert review, the City and consultant team worked closely with the community to determine how to enhance the assets that residents already value in their community and to identify areas needing improvement. The study also included both short- and long-term design and social programming initiatives intended to help revitalize the community.

The community building programs that received the most votes were focused mainly on home maintenance, such as a tool lending library and home repair classes, and increasing community-wide events, some of which could even include partnering with the Orlando Police Department.

After presenting the design and programming initiatives to the community and gathering their feedback, a final vision report was produced that will help guide both public and private investment within the Mercy Drive study area.



ORLANDO, FL  
**METROPLAN ORLANDO 2040  
LONG RANGE TRANSPORTATION PLAN**

Canin Associates has been working with MetroPlan Orlando since 1997.

**PROJECT DURATION**

2011-2013

**FOR MORE INFORMATION**

MetroPlan Orlando  
250 South Orange Ave, Suite 200  
Orlando, Florida 32801

**CONTACT**

Harry Barley  
Executive Director  
407-481-5672  
hbarley@metroplanorlando.org

Canin Associates was a member of the MetroPlan Orlando 2030 Long Range Transportation Plan (LRTP) team that developed a comprehensive transportation vision for the tri-county area of Seminole, Orange and Osceola counties. Canin Associates' role was to demonstrate how smart land use and people-oriented urban form can improve transportation outcomes such as cost and congestion while providing a quality environment for urban dwellers and travelers. Canin Associates continues to build on the successful 2030 LRTP with land use updates for the 2040 LRTP.

Building on the consensus of recent initiatives including the "How Shall We Grow?" Central Florida Regional Growth Vision, Canin Associates developed an alternative forecast of future development patterns with an eye for strategies to optimize transportation efficiency. Canin engaged in design studies of sites throughout the three counties and beyond highlighting opportunities for visionary planning and illustrating smart growth strategies from the neighborhood to the sub-regional level. As part of the land use vision Canin incorporates progressive concepts such as jobs to housing balance, area build-out plans, multi-way boulevards, and streetcar neighborhoods to show how a combination of local and sub-regional initiatives can impact the regional transportation network.

Canin has been working with MetroPlan Orlando since 1997 to provide land use forecasting; GIS model development, including the development of the Future Land Use Allocation Model (FLUAM); socioeconomic dataset development; and GIS support for the Unified Work Program.



ORANGE COUNTY, FL

## ORANGE COUNTY CODE

The Orange Code is a comprehensive update of the County's Zoning and Land Development Code.

### PROJECT DURATION

2015-Ongoing

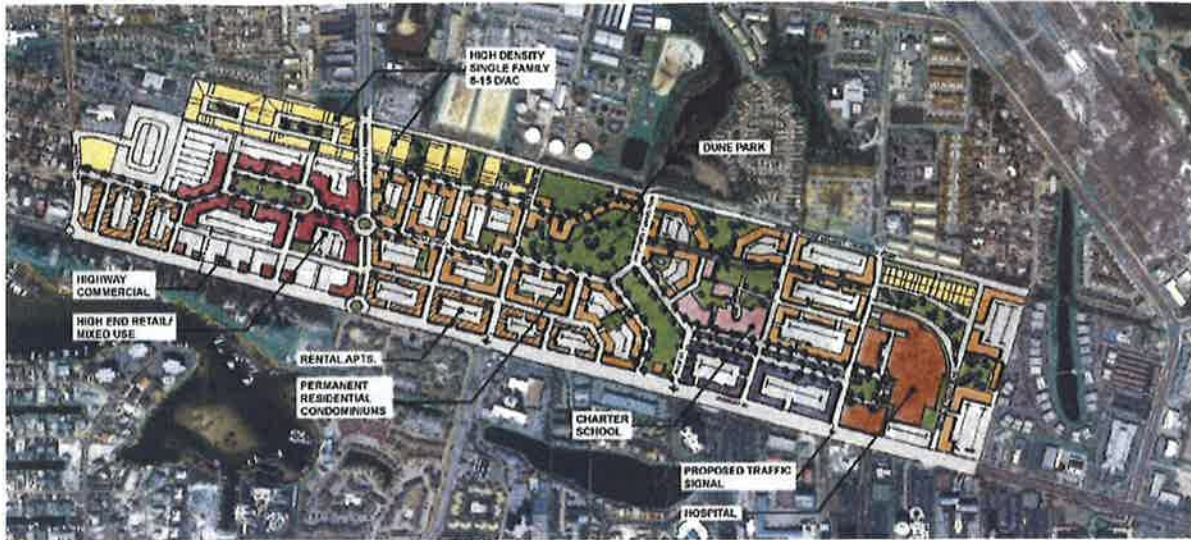
### FOR MORE INFORMATION

Orange County  
201 S Rosalind Ave  
Orlando, FL 32801

Canin Associates, in partnership with a consortium of professionals including DPZ CoDesign and RCLCO, launched the Orange County Code project with the potential to significantly change the future of Orange County. The Orange Code is a comprehensive update of the county's Zoning and Land Development Code. It will bring the county's standards up to date with the best practices in the planning field and with its goals for sustainability, redevelopment, streamlining, and housing affordability.

Over the years, the county has introduced innovations into the code such as Planned Developments and the Horizon West Sector Plan. However, this is the first time since its 1957 adoption that the zoning code has been revisited comprehensively. Since Canin Associates helped to design many of the county's planned developments in the 1980s, the county has increasingly relied on this approach to allow innovation, including major Canin-designed communities such as Hunter's Creek and Avalon Park. Now the county wants to make some of those innovations, like mixed-use development, easier to build by including form-based standards that focus on encouraging development that meets the county's current goals.

This work is a natural extension of efforts Canin Associates has been engaged in since 2006, building on the "How Shall We Grow?" regional vision through various projects to envision a Central Florida that is multimodal and sustainable. Canin Associates was also recently retained to assist Orange County with its update of the Comprehensive Plan. The project is engaged in these two parallel efforts that are both complex, large scale, and aligned with Canin's company values.



DESTIN, FL

## ENVISION DESTIN: FUTURE LAND USE ELEMENT UPDATE

The resulting policies are a combination of requirements and incentives calibrated to several unique conditions in the corridor.

### PROJECT DURATION

2015-2016

### FOR MORE INFORMATION

Morris-Depew Associates, Inc.  
2891 Center Pointe Dr., Suite 100  
Fort Myers, FL 33916

### CONTACT

Ken Gallander, AICP  
Principal Planner  
Morris Depew Engineers,  
Planners, Surveyors,  
Landscape Architects  
239-337-3993  
KGallander@M-DA.com

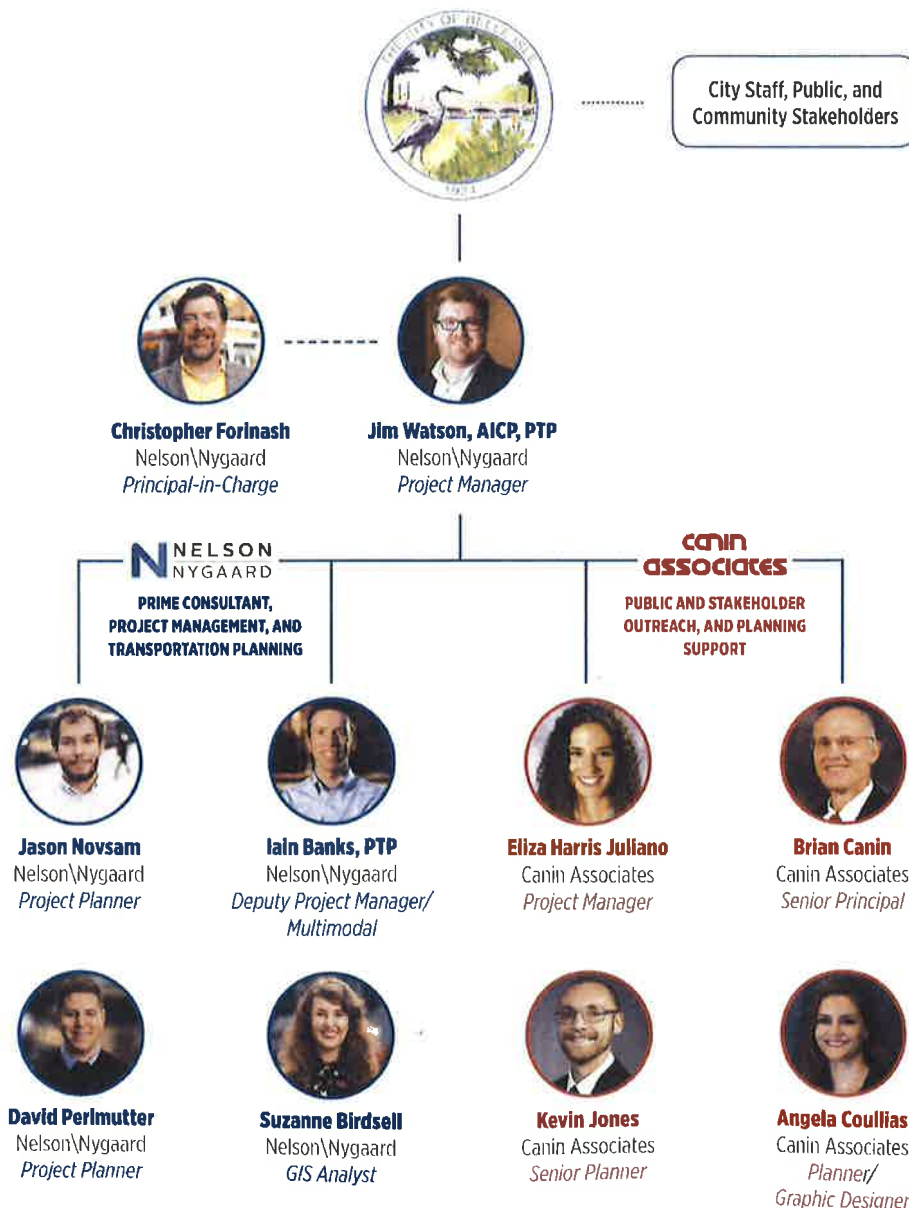
Canin Associates conducted a series of public workshops led by Brian and Eliza with the goal of crafting a vision for the future of four study areas in the heart of the City of Destin and helping the public to understand complex land use issues by presenting them in compelling and informative graphic format. Presentations and workshops were tailored specifically to each of the four districts. Canin Associates developed a website for the project to promote events and share workshop results. During the workshops, the Canin team used visual and written surveys and informational presentations to gather input from 244 citizens with turnout averaging over 100 people per meeting. Using site plans, three dimensional modeling, photo-realistic renderings, and GIS analysis, Canin Associates was able to visually communicate the outcomes of different Comprehensive Plan alternatives. Canin Associates then used that vision to shape a major re-write of the FLUE and guide it through the adoption process including public presentations to community groups and City Council in support of the plan.

Products of the visioning effort included frontage standards, innovative standards for encouraging density, parking, and park space in the right places, a potentially transformative Canin-designed alternative configuration for U.S. Highway 98, and a redevelopment concept for Destin's Town Center. Due to the unique constraints of water-based tourism, the team had to think creatively about how to encourage development to locate close to the roadways. The resulting policies are a combination of requirements and incentives calibrated to several unique conditions in the corridor. In addition to crafting language for the Comprehensive Plan, the team produced standards that can inform revisions to the Land Development Code based on the vision developed with the community. The updated FLUE was adopted and successfully reviewed by the state's Department of Economic Opportunity (DEO).

# PROJECT PERSONNEL QUALIFICATIONS

To ensure our management approach is executed properly and meets the needs of this transportation master plan, we have assembled a team of experts with relevant experience in developing a wide range of transportation, multimodal, active transportation (bicycle and pedestrian), parking and transportation demand management (TDM), urban design, and public/stakeholder outreach projects across the United States. We have extensive experience working in all types of communities and understand the delicate tradeoffs between the various users and the public realm. This section illustrates each project team member's relevant project experience in regard to the tasks and responsibilities they would perform on this project. Our proposed project staff is presented in the organizational chart below with brief biographies right after. Full resumes, including education, qualifications, professional memberships, and certifications, are provided in **Appendix A**.

## Organizational Chart





## Nelson\Nygaard Staff



### CHRISTOPHER FORINASH, PRINCIPAL PRINCIPAL-IN-CHARGE

Chris connects people to the places they love by making the ways they get around easier, healthier, and more sustainable.

Chris is an expert in sustainable transportation and smart growth, helping to create great places where people love to live, work, and play. He brings 25 years of experience in multimodal transportation, including complete streets, transit systems, pedestrian networks, parking policies, and transportation modeling. Chris is Nelson\Nygaard's east coast multimodal sector leader and head of the firm's DC office. Prior to joining Nelson\Nygaard, Chris held various leadership roles at both the Institute for Sustainable Communities and the U.S. Environmental Protection Agency, providing leadership and guidance on multimillion-dollar projects on smart growth and climate change resiliency.

**Availability: 25%**



### JIM WATSON, AICP, PTP, PRINCIPAL PROJECT MANAGER

Jim is fascinated with interesting transportation problems that need to be solved.

Jim brings over a decade's worth of experience focused on providing context-sensitive solutions to transportation and parking planning and design issues. Much of his previous experience has been focused on reducing parking and vehicular needs of projects throughout the country, but he also has experience managing commuter programs for local government and in the non-profit sector promoting metropolitan and statewide transportation alternatives. Jim has a wealth of experience working through the intricacies of demand management and its impact on functional parking and transportation policy, planning, and design. Through this, he has developed a strong interest in the intersection of transportation planning, demand, policy, and design to improve the quality of life for those impacted by each project.

#### CERTIFICATIONS

- American Institute of Certified Planners (AICP), Certified by the American Planning Association
- Professional Transportation Planner (PTP), Certified by the Institute of Transportation Engineers

**Availability: 35%**



## IAIN BANKS, PTP, SENIOR ASSOCIATE DEPUTY PROJECT MANAGER / MULTIMODAL

Iain is a transportation and parking specialist who examines the interrelationships between modes.

Iain is a transportation planner and engineer with 14 years of experience in sustainable transportation. Iain's projects have included campus master plans, development project reviews, citywide bicycle master plans, citywide parking programs, transit development plans, capital improvement programs, community planning, and data analysis. He brings experience in both the public and private sectors, most recently serving as transportation planner for the City of Annapolis, Maryland where he was responsible for the city's transit system, active transportation networks, parking properties, and development review. Iain is an expert in transportation demand management, having completed numerous projects for the Maryland State Highway Administration, the District of Columbia, and Prince George's County.

### CERTIFICATIONS

- Professional Transportation Planner (PTP), Certified by the Institute of Transportation Engineers

**Availability: 30%**



## JASON NOVSAM, ASSOCIATE PROJECT PLANNER

Jason specializes in multimodal transportation solutions, with an emphasis on walkability and livable spaces.

Jason specializes in active transportation, GIS analysis and modeling, and traffic analysis. With experience in parking studies, comprehensive plans, environmental assessments, and multimodal neighborhood and corridor studies, Jason applies his technical expertise to projects which engage the local community. His diverse skillset and focus on actionable policies allow him to add value to transportation projects which require innovative solutions.

**Availability: 30%**



## DAVID PERLMUTTER, ASSOCIATE PROJECT PLANNER

David works to improve and expand access to equitable, sustainable transportation choices.

David specializes in multimodal networks and transportation master plans. Since joining Nelson\Nygaard, he has served as a project analyst on a variety of multimodal and complete streets projects, including a study of intersection improvements to optimize bus transit in Westchester County, New York; a bike and pedestrian campus master plan at California State University-Channel Islands; and public outreach surveys to support Marin County's Strategic Vision Plan. David's skill in bike/pedestrian collision mapping supported a citywide, multimodal transportation master plan in Newton, Massachusetts. In addition, David played a key role in developing multimodal travel demand forecasts to support a Downtown Parking Management Plan in Santa Rosa, California.

**Availability: 30%**



## SUZANNE BIRDSSELL, ASSOCIATE GIS ANALYST

Suzanne is dedicated to improving mobility for marginalized people.

Suzanne specializes in geospatial analysis, transit planning, and commute pattern analysis. She has over three years of experience applying spatial and data analysis to transit systems and travel behavior and creating new ways to measure feasibility and demand particularly for high capacity transit. Her academic research focused on the influence of gender and other socioeconomic factors on commuting behavior and accessibility to employment, which included working with the Central Massachusetts Regional Planning Commission on potential improvements to the Worcester Regional Transit Authority Bus System by identifying underserved commute patterns. Her background in urban geography and spatial sociology provides key insights into the way space and mobility can be designed to improve the lives of marginalized groups.

**Availability: 25%**

## Canin Associates Staff



### ELIZA HARRIS JULIANO, PRINCIPAL PROJECT MANAGER

Eliza is engaged in outreach and advocacy on smart growth issues and is active in the leadership of local and national peer organizations, including CNU.

Eliza is the Director of Canin Associate's Urban Planning Studio with 11 years of experience working on both private sector and public sector planning and design projects. She led the adoption efforts for the Envision Destin Future Land Use Element and the development of the 2030 and 2040 Sustainable Land Use Forecasts for MetroPlan Orlando, which included major GIS mapping and analysis components. She worked with Brian Canin to author the Sustainable Community Development Code for the Restoration planned development which was adopted by the City of Edgewater and honored by the Surfcoast chapter of the FPZA. Among her many professional volunteer efforts, Eliza was appointed to the Sustainability Committees for both Orange County and the City of Orlando and serves on the board of Bike/Walk Central Florida. She is routinely invited to speak at local and national events, because of her ability to effectively communicate to both professional and nonprofessional audiences. Eliza holds a master's degree in Urban Planning from the Harvard Graduate School of Design and is a board member of the Congress for the New Urbanism.

**Availability: 35%**



### BRIAN CANIN, AIA, FAICP, CNU-A, PRESIDENT SENIOR PRINCIPAL

For over 40 years, Brian has focused on creating sustainable communities through the practice of urban design and creative placemaking.

Brian, the Principal-in-Charge at Canin Associates, brings a wealth of knowledge, experience, and leadership to the Canin Associates team. He has overseen the creation of a variety of innovative comprehensive plan amendments, land use plans, zoning and land development code ordinances, and design standards, as well as orchestrated a large number of public involvement processes that involved multiple stakeholders, public groups, and community members. Additionally, Brian has over 40 years of experience guiding private development in Orange County and throughout Florida, which allows him to bring a unique perspective to public endeavors.

**Availability: 15%**



**KEVIN JONES, RA, PRINCIPAL,  
URBAN PLANNING  
SENIOR PLANNER**

As a designer, Kevin seeks to employ proven placemaking techniques tailored to unique local contexts.

Kevin is a principal in the Urban Planning Studio at Canin Associates where he has experience managing projects for both the public and private sectors. He is also a licensed architect in Florida and an alumnus of the University of Miami School of Architecture. As project manager for the City of Orlando's Mercy Drive Vision Plan, he worked closely with the city and the local community stakeholders, conducting public workshops and engagement, allowing the community to take part in helping to identify issues in order to collaboratively develop solutions.

**Availability: 30%**



**ANGELA COULLIAS, URBAN DESIGNER  
PLANNER/GRAPHIC DESIGNER**

Angela's education and background includes both architecture and planning, focused on urban design, walkability, and sustainability.

Angela is an urban designer/planner, with degrees in both architecture and planning from the University of Florida. Over the past several years she has gained experience working in both the public and private sectors, ranging from planning and analysis, regional safety coalitions, and public engagement initiatives, to a large variety of technical/graphical support for various agencies.

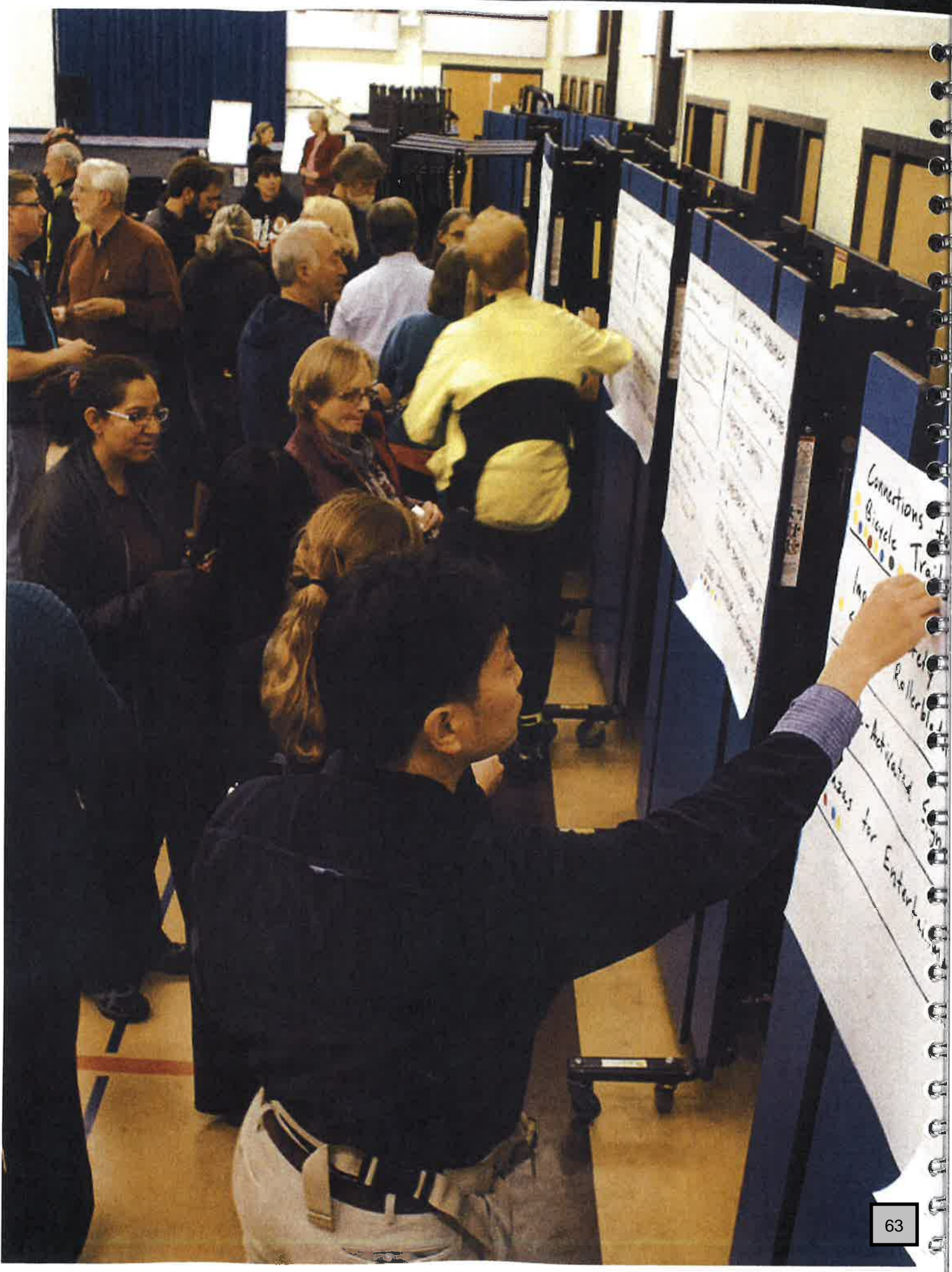
**Availability: 35%**

# 2

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## Project Understanding, Approach, Work Plan, and Schedule

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## PROJECT UNDERSTANDING

As Belle Isle grows into its future it has the chance to shift the focus of its transportation network from one that not only accommodates automobiles, but enhances existing and proposed connectivity that accommodates all modes. The Nelson\Nygaard transportation planning team is primed to help the city manage this change. Belle Isle is surrounded by major traffic arteries including Orange Avenue, McCoy Road, and Conway Road on the west, south, and east sides, respectively, as well as nearby access to SunRail and LYNX. With the potential for future annexations to move the city limits closer to these corridors and services, the Transportation Master Plan for Belle Isle must recommend solutions that take advantage of these transportation assets.

Our approach to this project will be to determine the best ways for people to travel to, from, and within Belle Isle by all modes, not just by automobile. While the de-facto preference in many communities like Belle Isle is automobile travel and potential improvements are often judged by their impacts to vehicle traffic, a fully realized vision that incorporates all modes will help assure that future land use and transportation decisions support one another and ensure that citizens have travel options.

The Nelson\Nygaard team will establish the focus areas and then engage regional and local stakeholders, alternative transportation advocates, city staff, and city residents in order to best define a set of community goals to guide efforts in each focus area. We will consult best practices and develop future performance monitoring metrics. Finally, the team will explore and seek to understand previous and concurrent planning efforts, ensuring that analyses and recommendations remain consistent with Belle Isle-specific contexts, preferences, and procedures. In order to address challenges uncovered in the community outreach phase and to better position the City of Belle Isle to respond to future needs, the Nelson\Nygaard team will analyze the current transportation network and develop a set of multimodal recommendations that identify priority projects and programs.

The Nelson\Nygaard team prides itself on creating understandable and implementable plans. For the Belle Isle Transportation Master Plan to be accepted and effective, we will create a logical flow that satisfies both highly technical agency partners and members of the general public.



# APPROACH

Nelson\Nygaard's overall approach to transportation planning is fundamentally different from the approach taken by many traditional transportation firms. We recognize that transportation and mobility are not ends in themselves, but rather a means to achieving broader social, economic, public health, and environmental (built and natural) goals. Our entire process is designed to uncover and validate these goals and ensure that our plans' actions are prioritized to meet them. Our approach is fully multimodal; we appreciate the benefits of non-motorized and transit travel but also understand that cities like Belle Isle were built for automobiles and that mode will continue to dominate travel for the foreseeable future. More importantly, our team members are leaders in sustainability and community design and bring broad experience that can help the Belle Isle community create consensus around the tradeoffs necessary for goal-based decision making.

We value transparency and invite interactive community and stakeholder involvement. Only when city leaders and citizens are able to visualize trade-offs within the built environment and are able to quantify and balance economic costs can they make truly informed decisions. Our process emphasizes involvement and engages citizens in active meetings where they can discuss with the team and most importantly, with each other, the future of their community. The foundation of our approach to the City of Belle Isle Transportation Master Plan is community dialog structured to stimulate discussion, educate the public and policy makers, and achieve trade-off decisions.

We will help Belle Isle formulate and achieve its vision using these processes:

- **A Community-Based Process** — Our process is community driven and technically sound. In conjunction with local team member Canin Associates, we will organize a series of community workshops. Experience has taught us that success comes from projects designed around intensive public design workshops. We plan our workshops carefully to be product oriented and user friendly. The workshops

serve a dual purpose by creating a uniquely productive team working "studio," while also providing an open environment for public input and participation.

- **Goals-Based Metrics** — Out of the community process, we will learn where people want transportation investments and how these are aligned with community values. Often, over-reliance on automobile levels of service (LOS) as the sole or primary metric to programming transportation projects fails all other modes including biking, walking, and transit making them unsafe and/or unpleasant. These metrics can lead to ever-wider roads and an ever-degraded quality of life which can make entire communities less desirable. While we use analytical tools to assure the adequacy and viability of proposed solutions, we are not slavish to these tools. We have found repeatedly that consensus-driven solutions based on sound principles perform well under scrutiny.
  - The projects that emerge from the planning process will be measured by criteria focused on all modes and developed in partnership with city staff and key stakeholders. We anticipate these criteria to be broad-based and the metrics to be those which can be easily measured with tools including GIS, the MetroPlan Orlando region's travel demand models and research/best practices derived models we have developed in past efforts.
- **Grounded in the Land Use-Transportation Connection** — People desire places that are convenient to get to and enjoyable to experience when they arrive. A solid transportation plan can support economic growth by providing a range of travel options for residents, customers, and visitors alike to reach their favorite destinations. Our project team understands the benefits of a transportation network that values travel options and user experience. Our analysis focuses on the relationship between expected development and proposed transportation improvements to ensure that limited resources are targeted where they can provide the greatest benefit.

- **Sustainable Implementation Plan** — The end result of the planning effort will be a prioritized project list and implementation plan for community-based transportation improvements that considers Belle Isle’s uniqueness. The plan will be economically sustainable—including long-term and viable funding sources, and projects that are prioritized by affordability in construction as well as maintenance and operation. We will not encourage Belle Isle to build infrastructure it cannot afford. Our plans are economically and socially sustainable and will focus on providing mobility for all income levels in part by reducing the need for vehicle use.

Nelson\Nygaard is not a giant international engineering firm with thousands of employees working on thousands of projects at one time. We are small and nimble and focus our attention on helping charming and promising cities like Belle Isle meet citizen needs and expectations while building and preserving community identity. Our partnership with Canin Associates, a well-known local planning firm, combines essential local knowledge with equally valuable national experience to create the best possible suite of solutions for Belle Isle.

## **WORK PLAN**

### **Task 0: Kickoff and Project Management**

The team will begin the project with a review of the scope and resource materials in preparation for a kickoff meeting to better define expectations going into the study. The kickoff meeting will outline our process for the project and allow for initial direct communication between the project team and City staff on needs and objectives. The project team will actively manage all expectations and objectives throughout all phases of the project maintaining direct communication with the City throughout the study and final presentations and deliverables.

Over the course of the project, the team will track progress of the contract scope and provide updates and any revisions to the schedule as well as budget and percent complete progress.

Nelson\Nygaard has a proven process that has helped communities link transportation investments to their goals. We are experienced in balancing multimodal initiatives with community, development, economic, and urban design concerns. We are also a team committed to community processes.

We expect the overall project to flow as follows:

#### **Phase 1 - Discovery/Needs Assessment (Tasks 1/2)**

The key objective of this task will be to gather and present information that allows a full understanding of the state of transportation in Belle Isle as well as prominent challenges and opportunities that face the city. The team will organize and synthesize disparate data sources to help create a context for the plan. A thorough understanding of past and concurrent planning analyses will economize our efforts and allow us to focus on integrating these interrelated plans.

#### **Phase 2 - Desire/Public Involvement (Task 3)**

A Community-Based Process: our process is centered on, and organized around a series of community events, workshops and pop-ups. Experience has taught us that success requires the awareness and participation of more than just the usual meeting attendees. We plan our efforts carefully to draw interest, meet people where they are, and be inclusive. They serve the dual purpose of creating uniquely productive team working settings, while also providing an open environment for public input and participation. Our methods are not “gimmicks” to tick a box for public involvement but an integral part of our design process.

#### **Phase 3 - Design/Recommendations (Tasks 4/5/6)**

This is the idea generation and testing phase of the project. By this stage, we will have developed a deep set of data and begun to hear from the community about aspirations. This background will lead to project and policy ideas in a number of areas.

## Phase 4 - Documentation (Task 6)

The documentation will be more than just a report. It will be a plan of action and a set of implementation tools. We will work with the City to provide a schedule and process for submitting drafts, gathering consolidated feedback, and finalizing the project.

The Nelson\Nygaard team will meet with City staff, the key stakeholders identified by the City, and potentially a project steering committee (PSC) to discuss the final scope of work and project schedule, establish communication protocols, coordinate preparation activities, and collect studies, data, and other information that will be used throughout the project. During the kickoff, the Nelson\Nygaard team will conduct a brainstorming session to clarify key roles, schedules, community event types/dates/locations, and consistent graphics elements for outreach materials.

Three meetings in addition to the ones listed above have also been budgeted.

### DELIVERABLES:

- Final Scope and Schedule; Meetings Agenda and Minutes

### Task 1: Collect and Review Background Information and Data

Nelson\Nygaard will first conduct a review of all previous policy and planning efforts completed and in progress for the city. The team will seek out local and regional plans, projects, and policy sources in coordination with the City that may better inform the transportation master plan.

We will also coordinate with City, County, FDOT, and/or MetroPlan Orlando staff to gather the following:

- Existing traffic volume data
- Street geometric information
- Traffic control
- Crash data
- Transit routes
- Bicycle routes and trails
- Current land use and zoning information
- Proposed land use and zoning information

To streamline the process and stay cost-effective, any data needs and gaps will be addressed as part of the kickoff meeting. The project team will identify missing data and develop a targeted strategy to gather the requisite information in future planning efforts. Should any field data collection efforts be identified as necessary (such as traffic counts, etc.), these will be incorporated into the project scope with additional budget.

### DELIVERABLES:

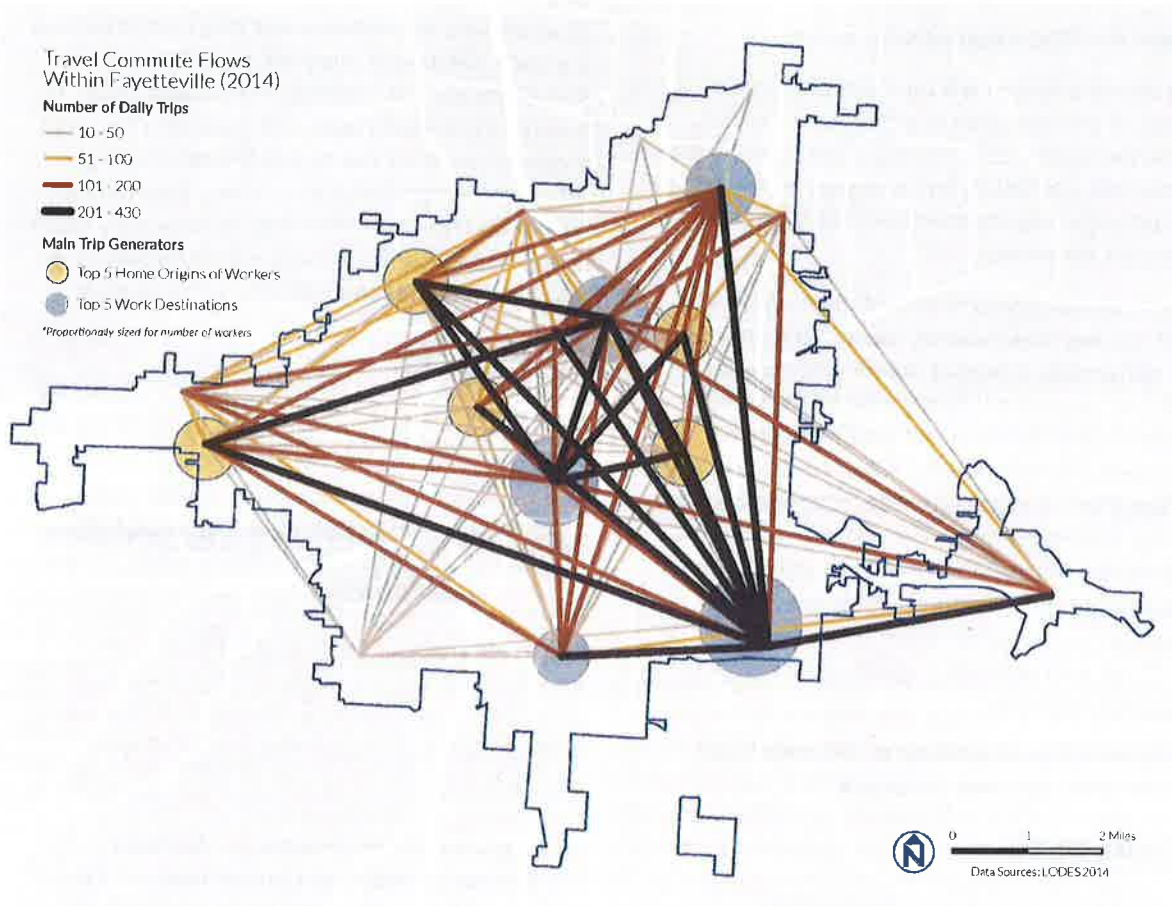
- State of the City Transportation System Data Report in Text, PDF, and GIS Formats

### Task 2: Identify Existing Transportation Conditions

The assessment of existing conditions is an essential component of the project because it will allow the project team to develop a data-based understanding of the current transportation environment within the City of Belle Isle. Overall, the existing conditions assessment will look at the profile of the community, identifying the qualitative nature of transportation in the city, and will be influenced by the city's goals, guiding principles, and policies as they relate to transportation in addition to past and present improvement initiatives.

Benefitting from existing in-house GIS data and skills, the Nelson\Nygaard team will develop a geodatabase of the city's streets that will contain recommended typologies and will be designed to be a city-maintained asset, incorporated into other planning initiatives in the future. The team will focus our initial effort on compiling and reviewing multimodal transportation data. The Nelson\Nygaard team will work with the City to incorporate as much static and field information as possible, including but not limited to:

- Census data
- Population densities
- Land use patterns
- Projected employment/population growth
- Roadway hierarchy
- Sidewalk coverage: conditions, ADA deficiencies
- Curb ramp locations: compliance status



Origin and Destination Flows, Fayetteville, AR. Source: Nelson\Nygaard

- Existing bicycle facilities
- Intersections: traffic control, turning movement counts, AADT volumes, crash locations
- Nearby LYNX transit stops, shelters, and routes; recent boarding counts
- Nearby SunRail service

The project team will also document and evaluate existing city policies on traffic calming, zoning, and other items that directly impact the accessibility of the city.

As a part of this effort, the team will work with City staff to map and analyze current streets, transit, bicycle and pedestrian facilities, and all system gaps. This analysis would include review of key transportation and development plans to determine how they may affect demand for auto, bicycling, and walking. This may include, but is not limited to existing and projected:

- Travel time and distance to/from the city via all modes
- System gaps in vehicular circulation, bicycle network, and pedestrian infrastructure
- Congestion or high vehicle volume hot spots and corridors
- Vehicular circulation and street grids with relation to traffic flow and “cut throughs”

This analysis would be designed with a graphic, internet-ready focus, employing maps, illustrations, and photo imagery.

The Nelson\Nygaard team will deliver this GIS database early in the project since it forms the basis for much of the analysis in later tasks. The team is expected to continue to add to it throughout, incorporating recommendations and results from performance measurement tools at later stages. Once a review of available existing data is completed, gaps will be presented. Any need for additional data will be collected as a part of an additional service.



Recent Mobile Workshops (Columbus, OH). Source: Nelson\Nygaard

### Task 3: Undertake Stakeholders Meeting Process

The public's involvement is a critical component in creating plans that lead to successful community improvement. In the Florida context, it is critical to engage the community on all modes of transportation, including active transportation in order to create a robust vision for the city's transportation future. This includes clearly articulating the city's goals within the Transportation Master Plan and engaging a variety of stakeholders who use or would use different forms of transportation. To communicate effectively includes creating graphics that support the planning language and are easily understandable. Both Canin Associates and Nelson\Nygaard have been creating beautiful supporting diagrams, maps, and documents as part of our typical project processes for over 30 years.

For the Belle Isle Transportation Master Plan, our team plans to hold two public open houses. Prior to each open house, we will provide an overview of the materials and exercises that will be used during the event. The first will be geared towards orientating participants to the goals of the effort including how it will implement the policies of the Transportation Master Plan and collecting feedback that inform the plan itself. In addition to informing the public about existing conditions and background, a variety of approaches can be used to gain feedback on what issues are of interest to participants including mapping and prioritization exercises. The team will work with staff to develop

a clear one-page summary to gather feedback on what issues are of interest to stakeholders that can be distributed at the meeting as well as in other venues. The results will be compiled and shared in future materials. The second open house will allow the public to respond to preliminary proposals based on the analysis to date, including a summary of feedback from the first event. We will provide a summary of the feedback received at these meetings both written and verbal.

Between the open houses, we will hold up to eight stakeholder meetings to gather focused feedback from a variety of stakeholder groups that represent different interests in transportation planning. These focused groups can allow a deeper dive into specific issues such as safe routes to school, bicycle specific design, or ADA needs. Our team will provide a summary of feedback from each meeting.

#### DELIVERABLES:

- Meeting Summaries; Workshop Notes; Education and Outreach Materials

### Task 4: Analyze Identified and Projected Future Road Deficiencies

Like all communities, the City of Belle Isle needs to balance its responsibility to keep people moving with the growing need to respond to and anticipate changes in the mobility market. Not since the mid-20th century and the era of highway building has there been such profound changes in the way we evaluate, plan, and build transportation infrastructure.



Recent Mobile Workshops (Amherst, MA and Washington, DC). Source: Nelson\Nygaard

This task will develop a plan that identifies key arterials and intersections that are critical to maintaining appropriate traffic flows throughout the city. Data on daily volumes, peak movements, lane capacities, parking regulations and supply, etc., will be spatially analyzed in a series of maps and graphics. We are most interested in understanding overlapping patterns of movement that contribute to congestion or relief, such as intersection density and crash rates, vehicular volumes and pedestrian conflicts, bicycle volumes and vehicle speeds, etc., and where these overlaps are influenced by land uses and city growth.

Nelson\Nygaard's approach to motor vehicle planning is unique. Rather than treating streets solely as transportation corridors, we recognize that "families" of street types are as much dependent on adjacent land uses and their connective function as they are in their role in moving people. This family approach underlines our successful work in numerous cities that have rejected blunt terms like "arterial" and "collector" to embrace family names like "neighborhood," "community," and "business", contributing to the overall viability of the plan. Given the need to preserve the residential context of Belle Isle, this will be a critical element of our analysis while incorporating future land uses and potential annexation plans the city may have envisioned.

We will also analyze and present information on recent crashes using available local collision data. This information will help to provide perspective

on key safety hotspots for all mobility modes. Our team will refine the data set and examine patterns to inform development of strategies to build a safer, more comfortable network as recommendations are formulated.

Design measures intended to relate to the context of a given area will also be identified and described. These may range from neighborhood traffic calming recommendations and traffic control measures (such as roundabouts) to the creation of an access management plan along an arterial corridor. The team will develop a list of projects to apply to various road types based on a variety of characteristics, as well as related parking policies and appropriate transportation demand management strategies that support the same goals.

Finally, we will also work to develop an implementable TDM plan to reduce reliance on single-occupant vehicles such that it can have a direct impact on planning for capacity improvements and congestion experienced by local residents and commuters. Examples of this type of work include employer outreach, first/last mile transit connectivity (particularly given the close proximity to the Sand Lake Road SunRail station), and/or management of emerging mobility services such as Lyft, Uber, or other solutions.

## Task 5: Analyze Present and Projected Future Deficiencies to Active Transportation

Given the mostly built-out, residential nature of Belle Isle, a review of existing and future active transportation needs is a critical element of the plan. Using available data described in the previous subtasks, we will identify infrastructure, policy, program, and design guidance gaps and/or hazards that hinder safe and convenient access to key destinations. Included in this analysis will be the assessment of roadways where entire routes, or just segments of them, would benefit from additional physical separation from motorized traffic or other innovative treatments to improve bicyclist and pedestrian safety and comfort.



Example Bicycle and Pedestrian Demand Map, from Lomita Bike and Pedestrian Master Plan. Source: Nelson\Nygaard 2016

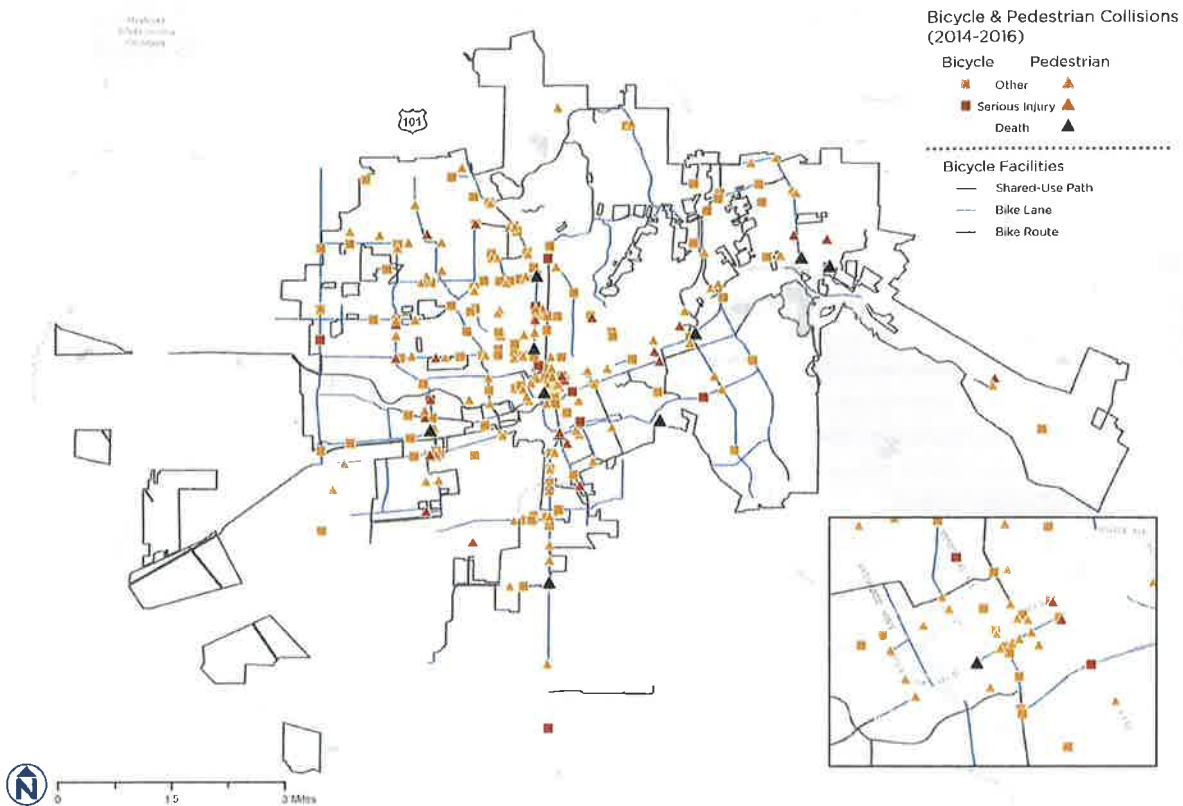
Using available data as a base, we will create an inventory of existing bicycle and pedestrian facilities. This inventory will include all bicycle and pedestrian network facilities within the study area, as well as key nearby regional bicycle/pedestrian facilities to which the local network connects (or could/should connect). Based on information from City staff, the inventory will also include any proposed facilities included in previous plans. Proposed and existing facilities will be characterized by type, using NACTO standard classifications.

We will identify key destinations and land uses to be served by pedestrian and bicycle facilities based on input from City staff, such as neighborhoods, parks, schools, event spaces, transit, retail, and key trip generators and attractors. We will also note regional destinations and will include potential future destinations.

Bike and pedestrian demand will be profiled using the American Community Survey, and will provide insight into areas where bike and pedestrian activity is likely to be high based upon factors such as population density, employment density, age, median income, and vehicle ownership both from existing and future standpoints. This will inform effective and focused infrastructure investments.

Based on data provided during the previous tasks, we will analyze elements that are important to walkability and bikability. These elements include:

- Network connectivity
- Street lights
- Presence, absence, or gaps in networks of sidewalks, paths, or interstitial pathways
- Street width and parkway and parking buffers
- Traffic volumes and traffic speed—as provided by city—along key routes within the city
- Traffic control, traffic calming, and crossing facilities
- Future planned improvements



Preliminary Santa Rosa Bicycle and Pedestrian Collisions Map (2014-2016). Source: Nelson\Nygaard

Similar to the effort described in Task 4, we will analyze and present information on recent crashes involving motor vehicles, pedestrians, and bicycles using available local collision data. This information will help to provide perspective on key safety hotspots for people walking and bicycling. As illustrated in the example above, we can compare clusters of collisions to infrastructure gaps, and identify locations with the highest incidence of severe collisions. Our team will refine the data set and examine patterns to inform development of strategies to build a safer, more comfortable network.

## Task 6: Make Recommendations

The final Transportation Master Plan document will consolidate key elements from the previous tasks to develop a list of recommendations spanning all forms of transportation

improvements. These recommendations will address Belle Isle's transportation goals through items such as new bicycle, pedestrian, and roadway facilities, as well as broader regional initiatives intended to expand transportation options and overall accessibility. In addition, the plan will address local policies on traffic calming, TDM, zoning, and other policies that directly impact the transportation network of the city.

The final plan with recommendations will be developed based on not only the analytical results and conclusions from the previous tasks, but will also be considerably informed by the public input provided throughout the study. Local team member, Canin Associates, will be integral in the development and vetting of recommendations, providing further support grounded in local, Orange County-based knowledge.



| SHORT-TERM  |  | MID-TERM  |  | LONG-TERM  |  |
|---|--|---|--|--|--|
| <b>1. SAFE TRAVEL</b>   |  |   |  |  |  |
| <b>1.1 Reduce Crashes Citywide</b>  |  |   |  |  |  |
| 1.1.A Adopt a Vision Zero policy<br><i>Cost: N/A Lead: Mayor</i>  | 1.1.C Evaluate city speed limits<br><i>Cost: N/A Lead: Council</i>     | 1.1.B Complete Streets design guide<br><i>Cost: \$\$ Lead: Trans.</i>                                   | 1.1.E Examine Existing Truck Routes - medium<br><i>Cost: N/A Lead: DPW</i>                     | 1.1.D Educational campaigns (ongoing)<br><i>Cost: \$ Lead: Mayor's Office</i>                        |  |
| <b>1.2 Improve Safety at Intersections</b>  |  |   |  |  |  |
| 1.2.E Paint bike crossings green<br><i>Cost: \$ Lead: Trans.</i>  | 1.2.C No Right Turn on Red Policy<br><i>Cost: \$ Lead: Planning</i>    | 1.2.B Adjust turning radii standards<br><i>Cost: \$\$ Lead: DPW</i>                                     | 1.2.A Shorten traffic signal cycle times<br><i>Cost: \$\$ Lead: DPW</i>                        | 1.2.D Align accessible curb ramps with desire lines<br><i>Cost: \$\$ Lead: DPW</i>                   |  |
| <b>1.3 Re-Envision Major Traffic Corridors</b>  |  |   |  |  |  |
| 1.3.B Create better crossings along Newton's major traffic corridors<br><i>Cost: \$\$\$ Lead: DPW</i>       |  | 1.3.A Redesign roads to accommodate all travel modes<br><i>Cost: \$\$\$ Lead: Planning</i>              |  |  |  |
| <b>2. Transit and Shared Mobility</b>   |  |   |  |  |  |
| <b>2.1 Create New Community Transit Options</b>   |  |   |  |  |  |
| 2.1.A Incentivize ridership growth<br><i>Cost: \$ Lead: Planning</i>  | 2.1.D Partner with TNCs<br><i>Cost: N/A Lead: Mayor</i>                | 2.1.C Work with private shuttle operators to create an inclusive system<br><i>Cost: N/A Lead: Mayor</i> |  | 2.1.B Create intra-Newton shuttles and sub-regional transit service<br><i>Cost: \$\$ Lead: Mayor</i> |  |
| <b>2.2 Make MBTA Transit Better</b>   |  |   |  |  |  |
|   |  | 2.2.B Implement Transit Signal Priority<br><i>Cost: \$ Lead: DPW</i>                                    | 2.2.A Enhance stop quality and ADA access<br><i>Cost: \$\$ Lead: DPW</i>                       | 2.2.C Work with MBTA to provide urban rail service<br><i>Cost: N/A Lead: Planning</i>                |  |
| <b>2.3 Enhance Options for Getting to Transit Stops in Newton</b>   |  |   |  |  |  |
| 2.3.C Expand carshare<br><i>Cost: N/A Lead: Planning</i>  | 2.3.B Introduce bikeshare<br><i>Cost: \$\$ Lead: Trans.</i>            | 2.3.A Invest in first/last mile connections to transit<br><i>Cost: \$\$ Lead: Planning</i>              |  |  |  |
| <b>3. Active Transportation</b>   |  |   |  |  |  |
| <b>3.1 Embrace Alternatives to Driving</b>  |  |   |  |  |  |
| 3.1.C Create and implement sidewalk lighting standards<br><i>Cost: \$ Lead: Planning</i>                    |  | 3.1.A Create bike network plan<br><i>Cost: \$ Lead: Trans.</i>  | 3.1.B Expand bike education programs<br><i>Cost: \$\$ Lead: Trans.</i>                         |  |  |
| <b>3.2 Make Short Trips Active and Attractive</b>   |  |   |  |  |  |
| 3.2.A Use concurrent signals with Leading Pedestrian Intervals (LPI)<br><i>Cost: \$\$ Lead: DPW</i>         |  | 3.2.B Improve walking and biking routes near schools and village centers<br><i>Cost: \$\$ Lead: DPW</i> | 3.2.C Enhance tree canopy<br><i>Cost: \$\$ Lead: DPW</i>                                       |  |  |
| <b>3.3 Extend the Reach of Bicycles</b>   |  |   |  |  |  |
|   |  | 3.3.B Bikeways and protected lanes<br><i>Cost: \$\$\$ Lead: Trans.</i>                                  | 3.3.A Create off-road connections in parks and aqueducts<br><i>Cost: \$\$\$ Lead: Planning</i> |  |  |
| <b>3.4 Promote Village and Neighborhood Comfort</b>   |  |   |  |  |  |
| 3.4.D Sidewalks and bike parking<br><i>Cost: \$\$ Lead: Planning</i>  | 3.4.C Adjust development standards<br><i>Cost: N/A Lead: Planning</i>  | 3.4.A Expand place-making<br><i>Cost: \$\$\$ Lead: Planning</i>   | 3.4.B Neighborhood slow zones<br><i>Cost: \$\$\$ Lead: Trans.</i>                              |  |  |
| <b>4. Parking Management</b>  |  |   |  |  |  |
| <b>4.1 Create Availability</b>  |  |   |  |  |  |
| 4.1.A Adopt parking availability goal and establish policies to meet goal<br><i>Cost: N/A Lead: Council</i> |  | 4.1.B Develop pick-up/drop-off zones<br><i>Cost: \$ Lead: DPW</i>                                       | 4.1.C Active parking management<br><i>Cost: \$ Lead: DPW</i>                                   |  |  |
| <b>4.2 Plan for the Future of Parking</b>   |  |   |  |  |  |
| 4.2.A Adjust requirements to reflect updated demand calculations<br><i>Cost: N/A Lead: Planning</i>         |  | 4.2.B Expand EV charging<br><i>Cost: \$ Lead: Trans.</i>  | 4.2.C Provide park-and-ride facilities<br><i>Cost: \$\$\$ Lead: Planning</i>                   |  |  |
| <b>5. Congestion Reduction</b>  |  |   |  |  |  |
| <b>5.1 Create Smart Developments</b>  |  |   |  |  |  |
| 5.1.A Create a TDM ordinance<br><i>Cost: N/A Lead: Planning</i>   |  | 5.1.B Incentivize development near jobs, housing, and public transit<br><i>Cost: N/A Lead: Planning</i> |  |  |  |
| <b>5.2 Manage Travel Demand</b>   |  |   |  |  |  |
| 5.2.C Require TMA membership<br><i>Cost: N/A Lead: Mayor</i>  | 5.2.B Central transportation website<br><i>Cost: \$ Lead: Planning</i> | 5.2.A Congestion reduction incentives<br><i>Cost: \$ Lead: Planning</i>                                 | 5.2.D City & school staff TDM plan<br><i>Cost: \$ Lead: Mayor</i>                              |  |  |

Newton, MA Prioritization Time Frames. Source: Nelson\Nygaard

The final written report will include a summary of existing conditions and goals, detailed recommended projects and new policies, and outlines of prioritization criteria, schedule (short, intermediate, and long-term), and benchmark, indicators, and targets. The final report will also include detailed maps with a complete GIS submission accompanying the report. All previously produced maps, manuals, and other content will be incorporated in full into Belle Isle's completed Transportation Master Plan to ensure that all relevant transportation information is made available in a comprehensive document.

## DELIVERABLES:

- Final Transportation Master Plan Including Summary Graphics Suitable for Public Consumption



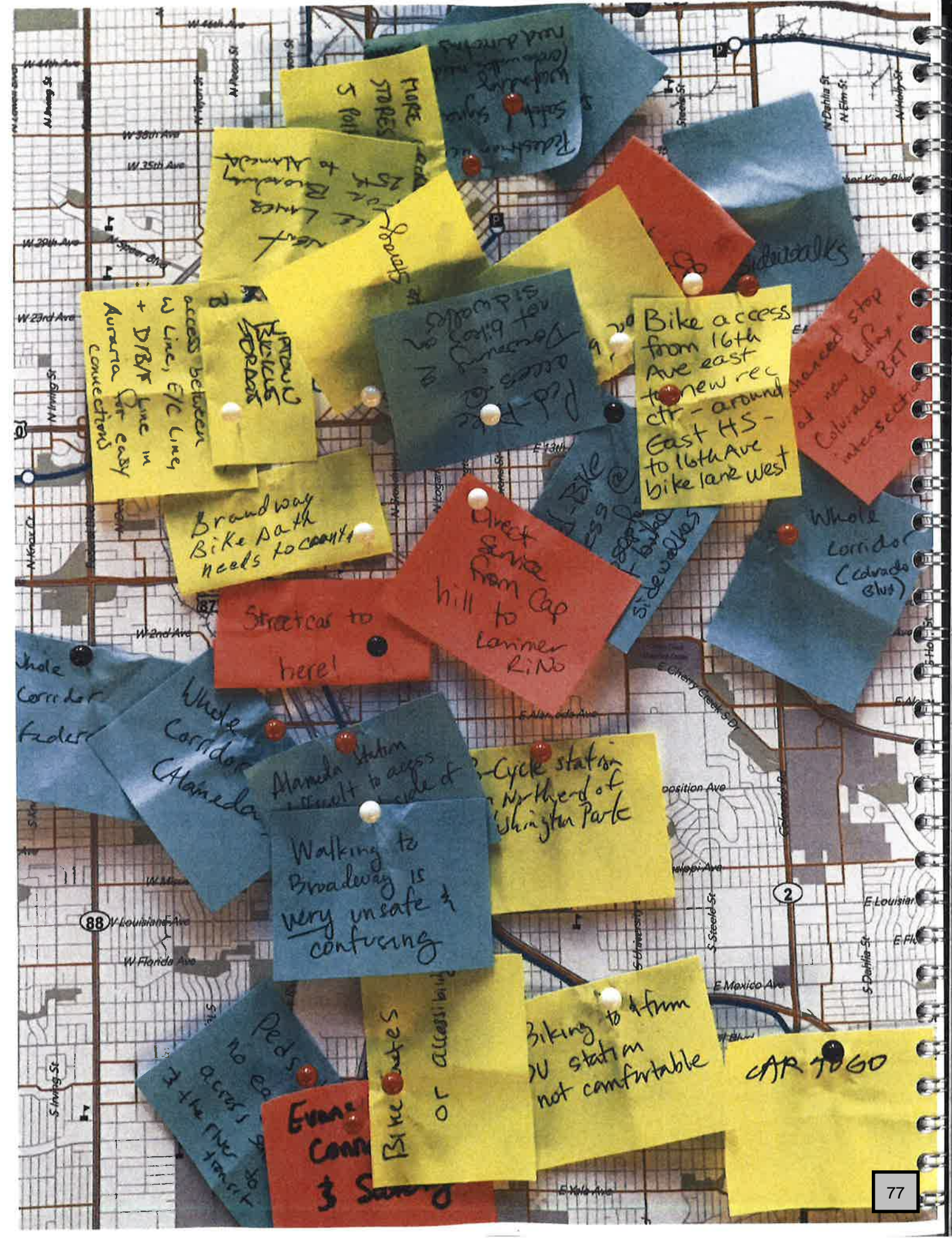
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# 3

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## Cost Proposal

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HOPE  
STOPS  
5 PM

STOPS  
to Alameda  
LINE

access between  
W Line, E/C Line  
+ D/B/F Line in  
Auraria  
connections

BRANDWAY  
BIKE PATHS  
SPRINKS

Brandway  
Bike Path  
needs to connect

access  
to  
Bike  
paths

Bike access  
from 16th  
Ave east  
to new rec  
ctr - around  
East HS -  
to 16th Ave  
bike lane west

proposed stop  
at new Light  
Colorado BET  
intersect

Direct  
service  
from Cap  
hill to  
Lanier  
RiNo

Streetcar to  
here!

Whole  
Corridor  
Federal

Whole  
Corridor  
Alameda

Alameda Station  
to access  
side of

Cycle station  
Northend of  
Washington Park

Walking to  
Broadway is  
very unsafe &  
confusing

Peds  
no ea  
access  
to the river to  
transit

Bike notes  
or accessibility

Biking to & from  
TU station  
not comfortable

CAR TO GO



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# APPENDIX A

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## Full Resumes

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# Christopher Forinash

Principal-in-Charge



Chris is an expert in sustainable transportation and smart growth, helping to create great places where people love to live, work, and play. He brings 25 years of experience in multimodal transportation, including complete streets, transit systems, pedestrian networks, parking policies, and transportation modeling. Chris is Nelson\Nygaard's east coast multimodal sector leader and head of the firm's DC office. Prior to joining Nelson\Nygaard, Chris held various leadership roles at both the Institute for Sustainable Communities and the U.S. Environmental Protection Agency, providing leadership and guidance on multimillion-dollar projects on smart growth and climate change resiliency.

## EDUCATION

M.S., Civil Engineering, Northwestern University, 1992  
B.S., Engineering, Duke University, 1990

## EXPERIENCE

**Nelson\Nygaard Consulting Associates Inc.**  
Principal, 2017–Present

- East coast multimodal sector leader and head of Nelson\Nygaard's Washington, DC, office. Specializing in complete streets, transit, parking, and transportation modeling.

## PREVIOUS EXPERIENCE

**Institute for Sustainable Communities – U.S. Urban Program**  
Director – U.S. Program Implementation; Director – Washington, DC, Office; 2017

- Oversaw the implementation of a portfolio of domestic projects within the broader Urban Program. Supervised and managed six staff and associated projects on community-driven resilience and climate adaptation field-building. Provided oversight and management support to those staff as they conducted project activities. Contributed significantly to strategic program development, project design and implementation, financial oversight, monitoring and evaluation, and business development. Developed and delivered Resilient Climate Solutions program, which furthers collaboration for climate mitigation and adaptation and economic and social resilience. Represented ISC's programs to funders and partners in Washington, DC.

**U.S. Environmental Protection Agency – Office of Sustainable Communities**  
Senior Advisor for Smart Growth and Climate, 2016–2017

- EPA-requested and funded loan from the ISC to provide guidance on policy innovation in smart growth, climate protection, and transportation policy, with specific attention to the federal administration transition. Developed policy proposals for GHG reduction and smart growth. Worked directly with official EPA transition staff to build support for policies. Worked directly with rural communities on local economic development and transportation.

**Institute for Sustainable Communities – Global Urban Program**  
Director – U.S. Programs, 2015

- Oversaw the implementation of a portfolio of domestic projects within the broader Urban Program. Supervised and managed five staff and associated projects. Contributed significantly to strategic program development, project design and implementation, financial oversight, monitoring and evaluation, and business development. Primary responsibility for wrap-up phase of national Sustainable Communities Learning Network, described below. Primary responsibility for development of Resilient Regions Initiative, which furthers multi-government, multi-sector collaboration for climate mitigation and adaptation and other forms of resilience.

**Institute for Sustainable Communities – U.S. & Climate Team**  
Program Director – National Sustainable Communities Learning Network, 2011–2015

## **Christopher Forinash**

Principal-in-Charge

- Developed and managed national projects—and associated program strategy, staff, and budget—to equip state and local organizations and officials with the knowledge and skills to establish strategies and implement practices that support quality of life, sustainability, and resiliency of communities. The multimillion-dollar national program provided capacity-building support in social equity, scenario planning, integrated transportation and land use planning, and environmental policy and impact assessment. Innovative approaches relied on collaboration and policy consensus by numerous federal government and private sector partners. Created consortium of 20 national organizations to collaborate on program, including resolving conflicts and formulating consensus on program priorities, approach, and budgets. Negotiated budgets and scopes of work with legal, budget, and program teams.

### **U.S. Environmental Protection Agency – Office of Sustainable Communities** Senior Policy Analyst – Sustainable Communities and Transportation, 2011

- Senior staff member providing guidance on sustainable development practices in transportation reauthorization, building collaborative networks, analyzing transportation issues, evaluating and recommending policies for sustainable communities. Worked across multiple EPA headquarters and regional program offices, defined the Agency's role in the Administration's developing transportation reauthorization, and wrote proposals for legislative implementation. Created and led cross-organizational working group on aligning federal planning requirements with four EPA programs, DOT, HUD, and other federal departments.

### **U.S. Environmental Protection Agency – Smart Growth Division** Transportation Analyst; Environmental Protection Specialist, 2000–2006

- Technical expert analyzing collective and cross-media environmental impacts from development and transportation practices, identifying policy options for sustainability, writing and obtaining consensus on policy guidance, representing EPA programs to diverse audiences. Worked with Institute for Transportation Engineers and Congress for the New Urbanism to develop new street design standards supporting smart growth. Developed land-use policies contributing to smart growth, sustainable and resilient communities, and advised communities and elected officials on their adoption and environmental and community impacts. Authored major report "Parking Spaces/Community Places: Finding the Balance Through Smart Growth Solutions." Managed grants and contracts with budgets up to \$300,000.

### **Parsons Brinkerhoff Quade & Douglas** Transportation Planner; Travel Demand Forecaster, 1994–2000

- Project manager and supervisor for complex transportation analyses and recommendations to help local and regional planning organizations evaluate impacts, improve community quality of life and reduce environmental affects. Created innovative methods advancing the field to better incorporate land use with transportation analysis, and to engage a diverse public in decision-making. Professional Certifications

## **VOLUNTEER WORK**

### **Lee Highway Alliance** Founding Member, 2013–2017

- Core participant in this citizen-led effort to develop a vision and plan for my home corridor.
- Served on steering groups for charrette and plan update process
- Project won 2016 Advocate of the Year award from the Virginia Statewide Neighborhood Conference.

### **Arlington, VA, Planning Commission** Elected Chairman (2015); Elected Vice Chair (2014); Appointed Member, 2011–2015

- Direct experience at the community level on formulating and implementing zoning and building policies; establishing economic incentives; evaluating development projects; advising and making recommendations on development projects; building consensus and accountability to officials and citizens; permitting development.

# Jim Watson, AICP, PTP

## Project Manager/Point of Contact



Jim brings over a decade's worth of experience focused on providing context-sensitive solutions to transportation and parking planning and design issues. Much of his previous experience has been focused on reducing parking and vehicular needs of projects throughout the country, but, he also has had experience managing commuter programs for local government and in the non-profit sector promoting metropolitan and statewide transportation alternatives. Jim's has a wealth of experience working through the intricacies of demand management and its impact on functional parking and transportation policy, planning, and design. Through this, he has developed a strong interest in the intersection of transportation planning, demand, policy, and design to improve the quality of life for those impacted by each project.

### EDUCATION

M. A., Transportation Policy, Operations, and Logistics, George Mason University, VA, 2007  
B.A., Aviation Management, Auburn University, AL, 2001

### CERTIFICATIONS

- American Institute of Certified Planners (AICP), Certified by the American Planning Association
- Professional Transportation Planner (PTP), Certified by the Institute of Transportation Engineers

### EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.  
Principal, 2018-Present

### PREVIOUS EXPERIENCE

SIMCO Engineering, P.C.  
Senior Transportation Planner, 2017-2018

- **Flatiron District Shared Street Review, New York City Department of Transportation, (New York, NY).** Jim served as task manager for a review of shared street operations and surrounding traffic impacts in the Flatiron District of New York City. Jim led a team that evaluated pedestrian, bicycle, parking, vehicular, bus, and heavy vehicle conditions throughout the Flatiron District and worked with the consulting team to evaluate potential improvements to the shared street in the area.

Gorove/Slade Associates, Inc.  
Project Manager, 2012-2017

- **Union Market Comprehensive Transportation Reviews, Multiple Clients, (Washington, DC).** Jim served as project manager for Comprehensive Transportation Reviews of multiple projects within the Union Market district in Northeast Washington, DC serving residential, retail, higher education, hotel, and offices uses. Studies included scoping with the District Department of Transportation (DDOT), data collection, traffic forecasts, Synchro analysis, development of mitigations, development and tailoring of Transportation Demand Management (TDM) and curbside management plans, and reviews of parking demand, pedestrian, bicycle, and transit modes serving the area.
- **The Yards, Forest City Washington/Multiple Clients, (Washington, DC).** Jim served as project manager for Comprehensive Transportation Reviews of multiple parcels of the Yards development in Southeast Washington, DC, adjacent to Nationals Park, serving office, residential, hotel, retail, and theater uses. Studies included scoping with the District Department of Transportation (DDOT), data collection, traffic forecasts, development of mitigations, development and tailoring of Transportation Demand Management (TDM) and curbside management plans, and reviews of parking demand, pedestrian, bicycle, and transit modes serving the area.



**Jim Watson, AICP, PTP**  
Project Manager/Point of Contact

- **Union Station Constructability Analysis, Union Station Redevelopment Corporation (USRC), (Washington, DC).** Jim served as task manager for the transportation planning team of the Union Station Constructability Analysis project. The overall project examined various alternatives for the reconstruction of Union Station. Jim led a team that evaluated parking demand, circulation, and access; examined AutoTURN maneuvers of bus and truck access to redesigned loading and bus terminal areas; examined existing and future circulation of personal vehicles, taxis, tourist buses, and other vehicles serving Amtrak, Metrorail, commuter rail, intercity bus, and other patrons of the station. The project required extensive collaboration with the Union Station Redevelopment Corporation (USRC), Amtrak, Federal Railroad Administration (FRA), District Department of Transportation (DDOT), Washington Metropolitan Area Transit Authority (WMATA), and other project team members and stakeholders.
- **National Institute of Standards and Technology Campus Master Plan, National Institute of Standards and Technology (NIST), (Boulder, CO).** Jim served as the task manager that developed the transportation section of the Master Plan for NIST's campus in Boulder, Colorado. The analysis that supported the transportation section included Synchro analysis of on and off campus intersections, existing and future parking demand analyses, and review of existing and future circulation and access on campus. Multiple scenarios were reviewed for future campus layouts which included review of all modes of transportation for each scenario as well as considerations for environmental concerns on campus.

**The Clean Air Campaign**  
Vanpool Specialist, 2012

**Douglas County Board of Commissioners**  
Multimodal Services Division Manager, 2010-2012

- **Vanpool Subcommittee of the Employer Services Committee and Transit Operators Subcommittee of the Transportation Coordinating Committee, Atlanta Regional Commission (ARC), (Atlanta, GA).** As a member of these subcommittees, Jim represented a local transportation non-profit organization, Clean Air Campaign, as well as Douglas County, Georgia, on bodies that influenced appointed and elected decision makers on the best course of action for general transit operations and connectivity as well as vanpooling activities in the Metropolitan Atlanta region. During his time on this subcommittee, Jim worked closely with the regional vanpool providers as it related to funding for regional vanpooling programs and with the Douglas County Department of Transportation Director to determine the best allocation of projects and initiatives for the County as it related to commuter programs within ARC's Transportation Improvement Program (TIP).
- **Transportation Special-Purpose Local-Option Sales Tax (TSPLOST) Referendum, Atlanta Regional Commission/Clean Air Campaign/Douglas County Department of Transportation, (Atlanta, GA).** Jim advised on projects to be included in a Georgia statewide referendum on transportation funding as a part of a Transportation Special-Purpose Local-Option Sales Tax (TSPLOST) through participation on the Transit Operators Subcommittee of the Transportation Coordinating Committee and the Vanpool Subcommittee of the Employer Services Committee. Much of the work performed in advance of the referendum to identify projects that would benefit from the TSPLOST was discussed in the subcommittees on which Jim served.

**Wells + Associates, Inc.**  
Associate, 2005-2010

- **Mount Saint Mary's University Transportation Master Plan, Mount Saint Mary's University, (Emmitsburg, MD).** Jim served as the project transportation planner for a transportation master plan and the impacts of planned dormitories and new lacrosse and fine arts facilities for Mount Saint Mary's University in Emmitsburg, Maryland. Jim's work included leading vehicular data collection efforts and parking occupancy and supply counts both on and off campus. Jim then forecasted future traffic and parking conditions based on existing data and growth, utilized Synchro, Critical Lane Volume (CLV) methodology, and HCS+ to evaluate existing and various proposed conditions, and documented the results for presentation to the University.

## Iain J. Banks, PTP

Deputy Project Manager/Multimodal



Iain is a transportation planner and engineer with 14 years of experience in sustainable transportation. Iain's projects have included campus master plans, development project reviews, citywide bicycle master plans, citywide parking programs, transit development plans, capital improvement programs, community planning and data analysis. He brings experience in both the public and private sectors, most recently serving as transportation planner for the City of Annapolis, Maryland where he was responsible for the city's transit system, active transportation networks, parking properties, and development review. Iain is an expert in transportation demand management, having completed numerous projects for the Maryland State Highway Administration, the District of Columbia, and Prince George's County.

### EDUCATION

M.S., Transportation Engineering and Planning, University of Southampton, England, 2001  
B.A., Geography, University of Portsmouth, England, 2000

### CERTIFICATIONS / PROFESSIONAL AFFILIATIONS

- Certified Professional Transportation Planner (TPCB/ITE)
- Member, Institution of Transportation Engineers (ITE)

### EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.  
Senior Associate, 2014-present

- **City of Alexandria Bicycle & Pedestrian Master Plan Update (2016)** Senior Associate. The Transportation Master Plan to reflect changes that have occurred since 2008, including the Complete Streets policy, Capital Bikeshare program, and a move toward implementing on-street bicycle facilities. In addition, the City has developed an accompanying Complete Streets Design Guidelines Manual.
- **Downtown Parking Strategy, Charlottesville, VA (2016)**. Project Manager. Comprehensive parking management plan to implement strategies for on- and off-street parking resources to minimize congestion, maximize access, and improve overall mobility in the city leveraging the multimodal networks and in collaboration with the University of Virginia.
- **West Main Street Project, Charlottesville, VA (2017)**. Senior Associate. Implementation of a complete street solution to sustain and strengthen local businesses, enable and promote environmentally preferable modes of travel, respect the historic character and institutions, and permit and accommodate planned growth. Services provided for the project included street design, traffic engineering, parking evaluation, bicycle facility design, and public engagement.
- **Brookland -Edgewood Livability Study, Washington, DC (2015)**. Project Manager. Community plan to address and preserve local neighborhood safety, vitality and community access in a core downtown area inundated by commuter and truck traffic. Plan enhances place, environment and community while preserving regional network.
- **Downtown Durham Parking Study (Ongoing)**. Project Manager. Comprehensive parking management plan to implement strategies for on- and off-street parking resources to maximize access, and improve overall mobility in the city leveraging the multimodal networks and in Downtown Durham.
- **Williams Drive Study, Georgetown, TX (2017)** Project Manager. This study was the first to consider both transportation and catalytic development sites along the corridor, prioritizing the safe and convenient travel of vehicles, transit riders, bicyclists, and pedestrians along with development visions. It proposes context sensitive multimodal operational improvements, streetscape changes, and mixed-use development concepts that will transform how people travel and live within and along the corridor.

## Iain J. Banks, PTP

Deputy Project Manager/Multimodal

- **Chapel Hill Circulation & Parking Study (Ongoing)**. Project Manager. The study is preparing a downtown circulation study and parking review collaborating with past Mobility Studies to provide a package of strategic mobility recommendations.
- **Edina Grandview District Transportation Study, Edina, MN (2016)**. Senior Associate. Develop a set of multimodal transportation projects and policies to support the near, mid-, and long-term vision for a transit-oriented Grandview District. Improvements address safety, operations, and accommodation for growth, in addition to ensuring accessibility to connections within the district, the city, and neighboring Minneapolis.
- **University of Maryland-Baltimore Parking Study (2017)** Project Manager. Comprehensive campus parking and transportation demand management study to facilitate management strategies that can be incorporated to the ongoing Campus Master Plan and meet demand as the campus and student body continues to grow.
- **Public Square Design and Implementation, Cleveland, OH (2016)**. Senior Associate. Analysis and modeling of roadway and transit system impacts associated with new development and transit enhancements; expansion of current and planned bicycle facilities and walk networks to support vibrant central place.
- **University Circle Transportation & Mobility Study, Cleveland OH (2015)**. Senior Associate. Analysis and modeling of the existing and future roadway network with recommendations for enhanced mobility within the University Circle neighborhood; review and impact of future development growth.

### City of Annapolis Dept. of Transportation, Annapolis, Maryland

Personal Transportation and Parking Specialist/Transportation Planner, 2009-2014

- Project Manager for the City's first Bicycle Master Plan. This included procurement of the grant to fund the plan as well as managing the project from community interaction to finalization and Council approval.
- Project Manager for the implementation of the City's shuttle service linking the downtown City Dock with the City owned parking facilities.
- Implementation and analysis of the City's Transit Development Plan for its fixed route transit system.
- Management, administration and reporting of the Department's Federal and State Grant Funding program, overseeing a budget of \$2.0 million in grant funds.
- Development, management and administration of the Department's annual \$5 million budget covering all facets of the department's services - transit, parking, taxi services, bicycle & pedestrian planning.

### O.R. George & Associates, Inc., Lanham, MD

Senior Traffic Engineer/Transportation Planner, 2004-2009

- Master Plan studies and assessments for a number of public sector development projects. Representative projects include the National Institutes of Health, Marine Corp Base Quantico, Howard University and the Martin Luther King Jr. Memorial.
- Traffic management and transit-oriented development planning for construction/development phases on new and existing sites. Representative projects include Post Park Residential development in Prince George's County, RAND Construction, Rhode Island Avenue Metro Rail Station, Union Place in DC.
- Corridor-wide data collection, analysis and documentation for State Highway facilities. Representative projects include MD 58 Speed Survey and Signage Inventory, MD 51 Roadway Engineering Study and the I-95 Advisory Speed Survey Study.

# Jason N. Novsam

Project Planner



Jason specializes in active transportation, GIS analysis and modeling, and traffic analysis. With experience in parking studies, comprehensive plans, environmental assessments, and multimodal neighborhood and corridor studies, Jason applies his technical expertise to projects which engage the local community. His diverse skillset and focus on actionable policies allow him to add value to transportation projects which require innovative solutions.

## EDUCATION

M.C.R.P., City and Regional Planning, Georgia Institute of Technology  
B.A., History and Russian Studies, Emory University

## EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.  
Associate, 2016-Present

- **Princeton Parking Study (Princeton, NJ).** This parking study proposed innovative solutions to the unique parking pressures created by the presence of Princeton University in downtown Princeton. With a focus on downtown revitalization and economic development, the study proposed a range of smart parking technologies, zoning code revisions, and resident permit parking options to improve the parking experience for customers, University affiliates, and residents.
- **Union Square Revitalization Plan, Transportation Impact Study (Somerville, MA).** Jason led the transportation impact study efforts for a 2.5 million square foot redevelopment in bustling Union Square in Somerville, MA, and inner suburb of Boston. This study analyzed impacts from the proposed development on the transportation network, including transit, bicycle, pedestrian, and automobile modes.
- **West 1<sup>st</sup> Street Development Transportation Impact Study (Boston, MA).** Jason assisted with technical analysis across multiple travel modes for this transportation impact study concerning a major mixed use development in Boston's fast-growing South Boston neighborhood. Jason analyzed neighborhood impacts from increased motor vehicle, transit, bicycle, and pedestrian trips.
- **Chattanooga Parking Study (Chattanooga, TN).** This broad ranging parking study made use of innovative data collection methods to streamline the process of inventorying a large number of underused parking facilities in downtown Chattanooga. Jason led the data collection effort using ArcGIS Online tools for maximum efficiency.
- **City Point Bus Terminal Redesign (Boston, MA).** Jason led the creation of alternatives for the redesign of a critical MBTA bus layover facility in the heavily constrained South Boston neighborhood. Designs included innovative bus stall layouts to facilitate maximum usage of available land while preserving ample bus layover space, boarding and alighting space, and passenger amenities such as shelters and benches. The MBTA constructed the new terminal using the project team's design in 2017.
- **Chelsea Parking Study (Chelsea, MA).** The City of Chelsea is a rapidly developing inner suburb of Boston. Tasked with modernizing parking management in the City to accommodate new development, Jason led the data collection and analysis efforts for the study. The study provided comprehensive management and regulatory recommendations to future-proof Chelsea's on-street parking facilities.





**Jason N. Novsam**  
Project Planner

- **Narberth Parking Study (Narberth, PA).** This project evaluated existing parking conditions, future parking demand, and parking utilization to propose innovative strategies for parking regulation and management. Transportation Demand Management (TDM) strategies were proposed to mitigate future parking demand and encourage multimodal transportation. Jason led GIS analysis and public involvement initiatives, providing the Borough with a permanent GIS database for parking management use.
- **University at Albany Downtown Campus Parking Study (Albany, NY).** This university campus parking study proposed new parking management and enforcement strategies for the University at Albany downtown campus. With a strong multimodal component, this plan focused on encouraging transit and active transportation use to curb future parking demand. Jason led the GIS analysis and developed ArcGIS Online tools to streamline data collection.

**Jacobs Engineering**

Transportation Planner, 2014-2016

- **Comprehensive Transportation Plan, Henry County (Henry County, GA) 2016.** This project evaluated transportation conditions in Henry County, GA, a rapidly densifying suburb of Atlanta. I led the GIS analysis for this project, which included demographic mapping and spatial analysis. I developed a unique GIS model which incorporates intersection density, land use, community facilities, pedestrian crashes, and transit stops to predict walking demand throughout the County. This model uses standardized data and will be repurposed for use on additional transportation planning projects conducted in the Atlanta region, including the upcoming City of Atlanta Comprehensive Transportation Plan. It also incorporates ArcGIS Online functionality for enhanced client and public interactivity.
- **Atlanta BeltLine Westside Environmental Assessment, City of Atlanta (Atlanta, GA) 2016.** This NEPA study evaluated the impacts of the streetcar transit portion of the Atlanta BeltLine, the largest transit project in Atlanta's recent history. I led map development, created technical graphics for the project, and conducted the traffic impact analysis, including field work.
- **I-16 Savannah Flyover Interchange Modification Report, CORE-MPO (Savannah, GA) 2015.** This unique project (one of the only planned major highway removals in the United States) will remove a grade-separated highway from the downtown of historic Savannah and restore the original street network. I led the GIS-based demographic and spatial analysis required to determine the feasibility of the removal and to achieve clearance from FHWA for the modification.

# David Perlmutter

## Project Planner



David specializes in multimodal networks and transportation master plans. Since joining Nelson\Nygaard, he has served as a project analyst on a variety of multimodal and Complete Streets projects, including a study of intersection improvements to optimize bus transit in Westchester County, New York; a bike and pedestrian campus master plan at California State University-Channel Islands; and public outreach surveys to support Marin County's Strategic Vision Plan. David's skill in bike/pedestrian collision mapping supported a citywide, multimodal transportation master plan in Newton, Massachusetts. In addition, David played a key role in developing multimodal travel demand forecasts to support a Downtown Parking Management Plan in Santa Rosa, California.

### EDUCATION

M.S., Urban Planning, Columbia University, NY  
B.A., Geography, University of Washington, WA

### AFFILIATIONS

- NYU Rudin Center: Emerging Leaders in Transportation Fellowship, 2017
- Secretary/Treasurer, American Planning Association, LGBTQ in Planning Division
- Member, Young Professionals in Transportation, NYC Chapter

### EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.  
Associate, 2015-Present

- **TAM Strategic Vision Plan, Transportation Authority of Marin (Marin County, CA) 2016-Ongoing.** Evaluated and supported public outreach efforts to support TAM's Strategic Vision Plan, a countywide transportation master plan emphasizing funding and implementation strategies for a variety of transportation projects, including bike and pedestrian improvements. This project included a public opinion survey of Marin residents and employees with over 4,000 responses. Results from the survey were carefully analyzed to reveal the community's mobility-related values and tradeoffs that are incorporated the Strategic Vision Plan.
- **Newton Transportation Strategy, City of Newton, MA (Newton, MA) 2015-2016.** Developed supporting maps and graphics for the Newton Transportation Strategy, a comprehensive review of multimodal transportation indicators for the municipality. Themes included bicycle and pedestrian conditions, demographic analysis, transit service patterns, and traffic congestion.
- **East Palo Alto Transportation Impact Fee Nexus Analysis, City of East Palo Alto, CA (Palo Alto, CA) 2016.** Performed traffic impact analysis of long-term development forecast in order to finance multimodal transportation improvements as part of the city's General Plan Update. Proposed trip-based and VMT-based methodologies for allocating impact fees to potential developers.
- **Bee-Line Routes 7 & 13 Transit Analyses, Westchester County Department of Transportation & Public Works (Westchester County) 2015-2017.** Evaluated a wide variety of performance indicators of two popular bus routes and proposed a series of interventions to improve reliability, reduce travel times and increase ridership. Project components included a passenger origin-destination survey, route alignment modifications, stop spacing analysis, transit signal priority, and other intersection treatments intended to improve travel for people walking, biking, and accessing transit.



**David Perlmutter**  
Project Planner

- **White Plains Hospital Parking & TDM Strategy, White Plains Hospital (White Plains, NY) 2016–2017.** Analyzed parking demand patterns and proposed travel demand management strategies for a large hospital in Westchester County, NY. The project included plans for upgraded bike/ped facilities on adjacent streets and an employer-based shuttle program to support transit trips and reduce parking demand. In the second phase of the project, David provided strategic insights in the procurement and evaluation of potential campus shuttle operators.
- **Santa Rosa Downtown/Railroad Square Parking Management Plan (City of Santa Rosa, CA) 2016–2017.** Led analysis of parking demand in the vicinity of a planned commuter rail station in Santa Rosa, CA. Used current parking inventory, development forecasts, and rail ridership modeling to anticipate future parking shortfalls/surpluses and propose mitigating travel demand management strategies.
- **CSU-CI Parking and TDM Plan, CSU-Channel Islands (Channel Islands, CA) 2016.** Developed chapter of bike and pedestrian-oriented strategies aimed at commute trip reduction for a rural university campus setting with few existing alternatives to private vehicular travel. Explored administrative policy changes to support biking and walking to campus, street design typologies, bike parking, bike-share feasibility, and wayfinding strategies.
- **Milwaukee Regional Medical Center Master Plan, City of Wauwatosa, WI (Wauwatosa, WI) 2015–2016.** Developed a transportation policy framework for a major medical campus in Wauwatosa, WI, undergoing rapid expansion. Elements of the project included travel demand forecasting, transportation demand management, bike/pedestrian improvements, and Bus Rapid Transit.

## PREVIOUS EXPERIENCE

**Regional Plan Association, New York, NY**  
Transportation Planning Intern, 2014–2015

- Performed analytical research on current and long-range transportation projects with New York City's foremost transportation policy experts. Research topics included the Move NY Fair Plan – the most recent New York regional congestion pricing proposal – as well as MTA transit fare policy, national rail infrastructure projects, and regional VMT-based taxation as an alternative to state gas taxes to fund transportation projects.

**New York City Transit Authority, New York, NY**  
College Aide, 2013–2014

- Created and maintained original relational databases for subway maintenance projects in the Department of Subways, Maintenance of Way Division. This role also included research and planning for the Department of Subways' Enterprise Asset Management program (ISO 55000).

**Google (contract via Adecco Technical), Mountain View, CA**  
GIS Operations Lead, 2013

- Data pipeline management for aerial imagery to support the Google Maps' Geo Imagery team. Projects included GPS processing and 3D rendering of raster imagery using proprietary software. Coordinated data collection strategies through partnerships with external vendors.

**Apple (contract via Pro Unlimited), Cupertino, CA**  
GIS Content Analyst, 2012–2013

- Validated and enhanced world geographic data content for consumer applications and metrics. Analyzed and reviewed vendor geographic datasets for completeness, accuracy. Led quality assurance process for raster imagery, forward and reverse geocoding, and vector geometry for landmark features.

# Suzanne Birdsell

GIS Analyst



Suzanne specializes in geospatial analysis, transit planning, and commute pattern analysis. She has over three years of experience applying spatial and data analysis to transit systems and travel behavior and creating new ways to measure feasibility and demand particularly for high capacity transit. Her academic research focused on the influence of gender and other socioeconomic factors on commuting behavior and accessibility to employment, which included working with the Central Massachusetts Regional Planning Commission on potential improvements to the Worcester Regional Transit Authority Bus System by identifying underserved commute patterns. Her background in urban geography and spatial sociology provides key insights into the way space and mobility can be designed to improve the lives of marginalized groups.

## EDUCATION

M.S., Geographic Information Science, Clark University

B.A., Geography, Women's & Gender Studies, Clark University

## EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Associate, 2016-Present

- **SCTA Transit Development Plan Update (2017 - Ongoing), Lancaster & Berks Counties, PA.** GIS and data analyst for existing transit market conditions and Title VI programs.
- **MBTA Systemwide Service Redesign (2017 - Ongoing), Boston, MA.** GIS and data analyst for existing transit market conditions and travel patterns for all of the greater Boston area.
- **Regional Transit Framework Study, Maricopa Association of Governments, Arizona (2016 - Ongoing).** GIS analyst for the development of an update to the Regional Transit Framework, focusing on feasibility and development of high capacity transit services.
- **RTA Strategic Transit Plan, New Orleans, LA (2016-2018).** GIS and data analyst for existing and future transit market conditions and effectiveness of scenario development.
- **Cambridge Citywide Plan, City of Cambridge, MA (2016 - Ongoing).** Main analyst for research and data collection to inform the mobility component of the Citywide Plan with an emphasis on existing sustainable policies, including community outreach.
- **High Capacity Transit Plan, Las Vegas, NV (2016 - Ongoing).** GIS analyst for the development of a long-range transit plan for Southern Nevada's future regional transit network, with a special focus on high capacity transit and visitor markets.
- **Lawrence Transit Comprehensive Operations Analysis, Lawrence-Douglas County MPO, Lawrence, KS (2016 - 2017).** GIS and peer analyst for the assessment of service performance for Lawrence Transit and KU on Wheels, with an emphasis on improving service productivity and potential service consolidation, including a comprehensive fare analysis.
- **Public Transit Comprehensive Operations Analysis, Augusta, GA (2016).** GIS and peer analyst for comprehensive assessment of service performance for Augusta Public Transit, with an emphasis on improving service.



**Suzanne Birdsell**  
GIS Analyst

## PREVIOUS EXPERIENCE

**Rural Energy, Climate Change, Conflict and Sustainable Development Field School Clark University  
Peace Studies Department, Worcester, MA**  
Gender Specialist, Summer 2015

- Conducted participatory field research in rural Haiti through interviews/focus groups and GPS data collection to understand impact of energy crisis on human wellbeing and gender issues
- Collaborated with the Foundation for Sustainable Agricultural Development (FOHNDAD), members of USAID and other US-based organizations in Haiti

**Los Alamos National Laboratory, Los Alamos, NM**  
GIS Student Intern, June 2012-July 2013

- Created a query database for site suitability for small modular reactors and assessment of alternative host rocks for the disposal of high-level radioactive waste
- Geo-referenced and geocoded data and created interpolated raster surfaces for slats within the United States

## ELIZA HARRIS JULIANO, CNU-A

Project Manager, Principal Planner

### SELECT PROJECTS

**Orange Code, Orange County, FL:** Project Manager; Rewriting Orange County's current Land Development Code as a new and simplified Form-Based Code. Planning analysis, public vision and design workshops; General and Physical Assessment of current Land Use Code.

**Envision Destin, Destin, FL:** Project Manager; master planning, public vision and design workshops; led public engagement for four key districts of the city. Design solutions included an innovative multimodal solution for main highway connecting all the study areas.

**Panama Pacifico, Panama:** Planner; master planning including placemaking, park and home design. Managed master planning process including conceptual design, GIS efforts and entitlement review.

**Restoration Form-Based Code, New Smyrna Beach, FL:** Principal-in-Charge; master planning, urban design; 6,000-acre community restoring a former silviculture site and implementing a compact, walkable community with transit-ready design.

**River to Sea TPO Long Range Transportation Plan 2040, Volusia County, FL:** Project Manager; Participating on consultant team as the lead for land use forecasting. Tasks include socio-economic data forecasting and the development of the land use for an alternative growth strategy.

**Lake Flores, Manatee County, FL:** Project Manager; Master Planning, Rezoning, and Design Code for 1,300-acre mixed-use infill development.

**MetroPlan Orlando Long Range Transportation Plan 2040, Orange, Osceola, and Seminole Counties, FL:** Project Manager; development of updated projections for a sustainable land use scenario to improve transportation outcomes in the metropolitan area. Coordination with counties and cities' planning staff to develop transportation and land use efficiency strategies.

**Avalon Groves, Lake County, FL:** Project Manager; design and rezoning approval for 1,600 unit mixed-use development. First project approved under new Comprehensive Plan.

**MetroPlan Orlando Long Range Transportation Plan 2030, Orange, Osceola, and Seminole Counties, FL:** Project Manager; development of land use projections and design case studies for alternative land use scenario for the Long Range Transportation Plan. Integrates the principles of the Central Florida Regional Visioning effort and addresses the effects of land use and urban form on transportation outcomes.

**Groveland State Road 50 PD&E, Groveland, FL:** Urban Planner; transportation design, public workshops, urban planning. Pilot context sensitive solutions project for FDOT District Five; reroute heavy truck traffic out of main street district while enhancing bicycle, pedestrian and local auto accessibility.

**Envision Edgewater, Edgewater, FL:** Urban Planner; master planning, public vision and design workshops; participated in public workshops to garner resident input, craft a city-wide vision statement and a downtown vision plan.

**Winter Park Form Based Codes/Design Guidelines, Winter Park, FL:** Urban Planner; assist the City with the calibration of a form based code and the development of design guidelines to shape the central business district and major corridors in the context of charrette-based community involvement.



In her 11 year career in urban planning, Ms. Juliano has managed private and public sector projects with a focus on improving land uses in order to encourage greater transportation efficiency and options while contributing to sustainability and quality of life. Ms. Juliano is engaged in outreach and advocacy on smart growth issues and is active in the leadership of local and national peer organizations, including CNU. At Harvard's Graduate School of Design Ms. Juliano gained exposure to a broad slate of planning related issues ranging from policy to real estate and landscape ecology.

### EDUCATION

Master of Urban Planning,  
Harvard Graduate School of Design  
Artium Baccalaureus Cum Laude in  
Biochemical Sciences, Harvard College

### LEADERSHIP

Congress for the New Urbanism,  
Chair (national), Coordinator (Orlando)  
Bike / Walk Central Florida, Board  
Orlando Mayor's Greenworks Task Force  
Orange County Mayor's Sustainability  
Steering Committee  
Project DTO Task Force, Orlando

### SPEAKING ENGAGEMENTS

2017 - "The Next 25 Years Roundtable,"  
Congress for the New Urbanism, Seattle  
2016 - What's Sustainable About  
Development?, CF Sierra Club  
Past panels and lectures: Stetson & Notre  
Dame Universities, University of Central  
Florida, Rollins College, Orlando  
Sentinel Editorial Board, PechaKucha  
Orlando, Young Architects Forum  
Orlando.

# BRIAN C. CANIN, AIA, FAICP, CNU-A

QA/QC, President and Principal-in-Charge

## SELECT PUBLIC SECTOR PROJECTS

**Orange Code, Orange County, FL:** Principal-in-Charge; Rewriting Orange County's current Land Development Code with Form-Based Smartcode. Planning analysis, public vision and design workshops; Assessment of Current LDC.

**Envision Destin, FL:** Principal-in-Charge; master planning, public visioning and design workshops; Crafted vision for four key districts of the city including a redevelopment concept plan for Town Center redevelopment area.

**MetroPlan Orlando Long Range Transportation Plan 2040, Orange, Osceola, and Seminole Counties, FL:** Principal Planner; development of updated projections for a sustainable land use scenario to improve transportation outcomes in the metropolitan area. Coordination with counties and cities' planning staff to develop transportation and land use efficiency strategies.

**Envision Edgewater, Edgewater, FL:** Principal-in-Charge; master planning, public visioning and design workshops; participated in public workshops to garner resident input, craft a city-wide vision statement and a downtown vision plan.

**Town of Windermere, FL:** Principal-in-Charge; vision planning, downtown redevelopment, hardscape, landscape and roadway improvements; developed a 2020 Vision Plan for the Town of Windermere including design guidelines, roadway improvement plan, and creation of a pedestrian-friendly sense-of-place.

**Town & Country, Hillsborough County, FL:** Principal-in-Charge; master planning, community visioning and development analysis; 525-acre infill site involving revitalization of the existing main street, town center creation and streetscape treatments.

**Western Beltway Land Use Study, Orange County, FL:** Principal-in-Charge; analysis of land uses along Western Beltway corridor for Orlando-Orange County Expressway Authority.

**Solutions Through Effective Planning, Orange and Seminole Counties, FL:** Principal-in-Charge; 120,000 - acre vision plan for portions of Orange and Seminole Counties. Central Florida Sustainable Communities Initiative (CFSCI): Program Creator; established to assist small Florida communities deal effectively with growth management and visioning.

## SELECT PRIVATE SECTOR PROJECTS

**Solivita, Poinciana, FL:** Principal-in-Charge, Principal Designer; master planning, landscape architecture and entitlements; 3,300-acre project with 6,500 housing units, 105,000 sq. ft. town center, championship golf course and multi-use trails. Solivita is the recipient of more than 13 awards, including the Grand Aurora Award.

**Tradition, Port St. Lucie, FL:** Project Director; master planning, and design guidelines; 2,033-acre site with 6,200 dwelling units and 1.9 million sq. ft. of commercial. Canin Associates was honored with an ASLA award of excellence in research and communications for Tradition's Residential landscape and Site Design Guidelines.

**Restoration, New Smyrna Beach, FL:** Principal-in-Charge; master planning, urban design; 6,000-acre community restoring a former silviculture site and implementing a compact, walkable, new urbanist community with transit-ready design.

**Victoria Park, DeLand, FL:** Principal-in-Charge; 1,860-acre community with 4,200 dwelling units, mixed-use village center and championship golf course.



Mr. Canin is recognized regionally and nationally for his leadership and commitment in the field of planning and urban design, and is sought after for his ability to find creative solutions to difficult challenges. For over 40 years, Mr. Canin has focused on creating sustainable communities through the practice of urban design and creative placemaking. His combined talents have created award-winning, enduring communities that provide a unique sense of place.

## EDUCATION

Master of Architecture in Urban Design,  
Harvard University  
Bachelor of Architecture,  
University of the Witwatersrand

## PROFESSIONAL AFFILIATIONS

American Institute of Architects -  
Mid-Florida Chapter  
American Institute of Certified Planners -  
Charter Member  
American Planning Association  
Congress for the New Urbanism  
Florida Planning and Zoning Association  
Home Builders Association of Mid-Florida  
Urban Land Institute

## RECENT SPEAKING ENGAGEMENTS

2016 - Best Development Practices; Lake  
County, FL  
2014 - Product Segmentation Driving  
Sales for Homebuilders; ULI Spring  
Meeting; Vancouver, BC.  
2012 - Growing in the 21st Century:  
Incremental Growth Pattern Session for  
CNU 20; West Palm Beach, FL.  
2010 - Resource Efficient Communities &  
Florida's Development Future: Restoration;  
APA FL Annual Conference; Tampa, FL

## KEVIN JONES, RA

Principal Urban Designer

### SELECT PROJECTS

**Mercy Drive Neighborhood Vision Plan, Orlando, FL:** Working together with the City of Orlando and local subconsultants, meeting with community stakeholders and conducting public workshops to identify current issues and collaboratively develop solutions.

**Orange Code, Orange County, FL:** Urban Designer; Rewriting Orange County's current Land Development Code with Form-Based Smartcode. Planning analysis, public vision and design workshops; Assessment of Current LDC.

**Panama Pacifico, Panama:** Urban Designer, Assist in the creation of conceptual framework plans for Kobbe Hills, Antigua, and Southern Hills Areas. Create artistic renderings of selected areas of the project. Created various 3-D renderings and models.

**Lake Flores, Manatee County, FL:** Urban Designer; Master Planning, Rezoning, and Design Code for 1,300-acre mixed-use infill development.

**Peninsula Bay, Manatee County, FL:** Urban Designer; Master Planning, Rezoning, and Design Code for 375-acre mixed-use infill development.

**Palm Vista, FL:** Urban Designer, Assist in the creation of a conceptual plan. Create street cross sections and block plans. Make renderings for proposed areas of the project.

### PRIOR WORK EXPERIENCE

**LRK, Inc. (Looney Ricks Kiss), Celebration, FL: January 2013 – April 2016**  
Prepared construction documents for single-family, multi-family, and small scale commercial projects; Communicated with developers and future project owners to realize project scope and design intent; Coordinated with engineers and other design professionals to deliver projects on time and in budget; Collaborated with urban planning team on community layouts and design guidelines; Provided construction administration duties for single and multi-family residential projects; Analyzed and applied time and budget constraints to project scheduling; Interpreted building and zoning codes from multiple jurisdictions to determine project requirements; Rendered hand drawn floor plans and elevations for client presentations and design review boards; Troubleshoot general computer, network, and printing issues.

**ArcVision, Inc., Winter Springs, FL: May 2012 – January 2013**  
Prepared construction documents for prototypical restaurant retrofits; Worked with site survey data and imagery to determine project parameters; Interpreted building, fire, plumbing, and accessibility codes from jurisdictions across the country.

**Site Enhancement Services, Winter Springs, FL: January 2012 – May 2012**  
Worked with architectural plans and elevations to implement site branding strategies; Manipulated CAD drawings and photographs to create proposed signage renderings; Interpreted city and county zoning codes to optimize site branding strategies.



Mr. Jones is a graduate of the University of Miami School of Architecture. He has designed, produced, and managed the construction of custom homes and amenity centers for custom home builders and master planned communities all over the southeast United States. As a designer, Mr. Jones seeks to employ proven placemaking techniques tailored to unique local contexts.

### EDUCATION

Bachelor of Architecture  
University of Miami

### PROFESSIONAL CERTIFICATIONS

Registered Architect, Florida

### PROFESSIONAL AFFILIATIONS

American Institute of Architects -  
Orlando Chapter

Congress for the New Urbanism -  
Orlando Chapter

SoDo Design Committee



# ANGELA COULLIAS

Urban Designer

## SELECT CANIN PROJECTS

**Orange Code, Orange County, FL:** Urban Designer; Rewriting Orange County's current Land Development Code with a new and simplified Form-Based Smartcode. Planning analysis, public visioning and design workshops; General and Physical Assessment of current Land Use Code.

**City of Titusville Vision Plan, Titusville, FL:** Urban Designer; Collaboratively worked with City staff and community stakeholders to develop a Vision for the City's future. The visioning process included several stakeholder workshops, mapping exercises and design renderings.

**Mercy Drive Neighborhood Vision Plan, Orlando, FL:** Urban Designer; Working with the City of Orlando and local subconsultants to produce a Neighborhood Vision Plan, including extensive research of the area, public meetings, and prioritized strategies.

**Unnamed Project, FL:** Studio Project Manager, Urban Designer; Providing consulting for a new groundbreaking and innovative community within a growing metropolitan region in Florida.

## PRIOR WORK EXPERIENCE

**Tindale Oliver - Tampa, FL - July 2015 to November 2016:** Planner/Urban Designer; Worked on multiple community planning and design projects involving public outreach, visioning and other technical/graphical urban design support. Also involved with contracts with the Florida Department of Transportation (FDOT) District Seven Traffic Operation and Safety team. Worked on site once a week and I was involved with the beginning of the Bike Walk Tampa Bay safety initiative.

**Center for Urban Transportation Research (CUTR) at USF - Tampa, FL - October 2014 to July 2015:** Pedestrian/Bicycle Safety Program Planner/Analyst; Assisted Dr. Pei-Sung Lin in the ITS, Traffic Operations and Safety team with the comprehensive statewide pedestrian and bicycle safety initiative "Alert Today Alive Tomorrow" and the Statewide Pedestrian and Bicycle Safety Coalition, funded by the Florida Department of Transportation (FDOT). Assisted in various public outreach, education, and implementation kickoff projects.

**CH2M Hill - Gainesville, FL - May 2006 to October 2014:** Intern Architect/Designer; Worked with a variety of disciplined professionals interdepartmentally within the design and engineering field, focused mainly on water, wastewater and other functions of municipalities. Learned the skills for project management and delivery, participating as a team player, and producing quality work.

**University of Florida - Gainesville, FL - August 2011 to May 2012:** Graduate Assistant; Worked with Hillsborough County through the University of Florida as an assistant to Dr. Paul Zwick and his LUCIS (Land Use Conflict Identification Strategy) model to find alternative and future transportation/land-use development scenarios. Explored and developed skills using ArcGIS and ArcGlobe.

**University of Florida - Reddick, FL - September 2011 to November 2011:** Student Planning Consultant; Co-produced an updated Comprehensive Plan for the Town of Reddick, Florida with graduate planning studio an updated Comprehensive Plan, primarily focused on Future Land Use Element discussion. Personally re-designed the town seal.



Since completing her master's degree in Urban and Regional Planning from the University of Florida, Ms. Coullias has gained professional design and planning experience working in both public and private sectors, on local and statewide levels. Her education and background includes both architecture and planning, focused on urban design, walkability and sustainability. Her list of professional experiences include comprehensive planning, bike/pedestrian safety, public involvement, neighborhood visioning, and graphic design and GIS support.

In the process of earning her AICP/CNU certification.

## EDUCATION

Masters of Arts in Urban and Regional Planning, University of Florida

Bachelor of Design in Architecture, University of Florida

## PROFESSIONAL AFFILIATIONS

American Planning Association (APA)



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## CITY OF BELE ISLE, FL

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

### MEMORANDUM

From the Desk of Bob Francis, City Manager

**To: Mayor and City Council**

**Date: March 20, 2018**

**Re: Funding the Cornerstone Charter Academy Capital Facilities Plan and Responsibilities for Repair/Replacement**

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#### Plan for Major Repairs

According to the lease that the City has with Cornerstone Charter Academy (CCA), the City, as landlord, is responsible for all exterior and structural repairs, including repairs of the roof, windows, sidewalks, parking and driveway areas, as well as repairs as may be required because of water entering the Premises from the roof or other parts of the building from causes not under the control of Tenant. We are also responsible to replace the HVAC system if necessary, provided Tenant has performed normal maintenance of said system. The school, as Tenant, has performed maintenance as required.

In order to know what needs to be repaired and/or replaced, the City hired Atkins Engineering to do an assessment of the school's major systems. We received the report and shared it CCA. The report showed that all major HVAC systems and the roofs needed to be replaced in the immediate and short term range. Immediate would be classified within a year, while short-range would be between 1-5 years.

The facilities were appraised in 2008 and the overall condition was rated good or excellent. In the Atkins assessment, the major systems were at or beyond their useful life. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) is the industry organization that sets the standards and guidelines for most all HVAC-R equipment. According to the ASHRAE Equipment Life Expectancy chart most systems have a life expectancy of 10-15 years. This seems to support the fact that major HVAC systems need replacing about this time.

It appears that the distribution of the rent received from CCA would support the replacement of the major systems. According to the bond documents, the distribution of rent received from CCA has a priority of funding. The accounts that are funded first are the interest and principal on the debt. The next account to be funded is the reserve account that basically keeps enough money in the account to pay shortfalls on any debt payments and to make the final "balloon" payment at

the end of the bond issue in 2042. That account is fully funded now. It is important to know that this is a restricted fund, meaning that funds can only be spent for the purpose that the account (fund) was created. Using these funds for any other purpose is illegal.

The next account (fund) is the Repair and Replacement Fund. This fund is used to fund major system repairs and replacements, just as the name implies. The fund is capped at \$250,000. According to the Bond Trustee, the City cannot add more to the fund. When using funds out of this account, funds are replaced at the rate of \$15,000/month until the cap of \$250,000 is reached. For example, if the City used \$150,000 of this fund to replace a roof, then there would be \$100,000 left in the account and it would take 10 months ( $\$15,000 \times 10$  months) to replenish the fund. This is inadequate and when the fund was established it should have had a larger cap, especially when those establishing the account knew that the costs of replacing these major systems would cost far more than the \$250,000 cap. These preceding funds are all under the control of the Bond Trustee.

When the payments on the accounts under the control of the Trustee are reached, any remaining funds are placed in a Debt Service Fund account. This account is not under the control of the Trustee and the City uses funds from this account to pay other costs attributed to the school (engineering fees, insurances, legal fees, elevator inspections or sprinkler systems, etc.).

In 2016, the City had a healthy fund balance in this account. The City then used approximately \$830,000 to purchase the Wallace Field. Since the funds in this account were not under the control of the Trustee, the City legally could use those funds for whatever purpose it saw fit. The City Council decided to use these funds to purchase the field and not repair or replace major systems at CCA. There is no indication one way or another, whether the City Council knew at that time, the conditions of the roofs and HVAC at CCA that may have altered their decision to use this fund to purchase the land. This brought the fund balance down to a critical level and prevented major repairs from taking place. Usually, General Fund monies are used to purchase property by the City when this property is used for General Fund purposes, such as a park. Slowly, this debt service fund is building back up but not to an amount that allows for the replacement of CCA roofs or HVAC. The fund balance as of September 30, 2017 was approximately \$226,300, and projected to be approximately \$375,000 at the end of this fiscal year (September 30, 2018). However other expenses, as described above, come out of this account.

Therefore, I am requesting that the City Council consider replacing the \$830,000 over a 5-year period. The amount per year would be dependent on the level of the General Fund reserves, revenues and expenses for the next fiscal year, and the recommendations of the City Manager and Finance Director. In no case would the General Fund reserves be allowed to go below 20% of the operating budget.

Additionally, I would request that the Council pass the attached resolution that makes the debt service fund a restricted fund until all major systems have been repaired or replaced.

The Finance Director and I have been working on a Capital Facility Plan to replace these systems. The priority of funding should be for the building envelope first. This would prevent future water damage to the interior of the buildings; then replacing the HVAC Systems. However, the City will work in collaboration with the CCA Administration to determine the priority of work every year based on the projected budget.

### **Responsibilities for Repairs**

One issue that is still open is the responsibility for repairs and/or replacement of items. According to the lease:

**Section 6.3. Maintenance and Repair.** Landlord will make all exterior and structural repairs, including repairs of the roof, windows, sidewalks, parking and driveway areas, as well as repairs as may be required because of water entering the Premises from the roof or other parts of the building from causes not under the control of Tenant. Tenant will be responsible for repair and maintenance of HVAC systems and sewer/septic facilities. Landlord shall replace the HVAC system if necessary, provided Tenant has performed normal maintenance of said system. Tenant shall keep the interior of the Premises, and the windows, doors and fixtures therein, and all interior walls, pipes, plumbing lines, toilets, lavatories, electrical fixtures and wiring, and other appurtenances in good and substantial repair and clean condition. Tenant will maintain the grounds, lawn, landscaping and exterior of the Premises in good condition. All maintenance and repairs under this Section shall be made promptly as and when necessary and shall be of a quality and class at least equal to the original work.

Last year, the City hired an engineering company to conduct an inspection of the major systems at Cornerstone and to assess what needs to be done for repair or replacement of the equipment. The engineering company provided the replacement schedule on the basis of Immediate (within a year); short-range (1 – 5 years); intermediate (6 – 10 years); and long-range (over 10 years). Most of the equipment inspected fell in to the immediate or short-range category.

The priority for repair is to seal the envelope of the school (roof/windows) so water cannot penetrate the buildings and cause problems in the interior of the building. Then the HVAC will be repaired. For any other issues, the City and CCA will discuss what needs to be done.

After reviewing the lease, it is the City's interpretation of the contract that CCA will be responsible for those items on the Capital Plan that are marked as (\*\*) (red font). The City will be responsible for the remainder of the items on the plan and will repair them in the priority stated above, as funds become available.

### **Lease Interpretation**

One issue that still needs to be resolved is the interpretation of work to be done by either the City or CCA and who pays for the work, especially work that is not part of the buildings. By definition in the lease, "**Leased Property**" means the Premises, the Equipment, and the Buildings, and any additions or alterations thereto which are permitted herein. There is no

definition of "Premises" in the lease. According to several dictionaries, premises is land, the buildings on it, or both the land and the buildings on it. The City's interpretation of "premises" is for the land because the definition of Leased Property lists the buildings separately; therefore the Leased Property is both land (Premises) and buildings. Why is this important?

If you refer to Section 6.3, above, it states that the "Landlord will make all exterior and structural repairs, including repairs of the roof, windows, sidewalks, parking and driveway areas, as well as repairs as may be required because of water entering the Premises from the roof or other parts of the building from causes not under the control of Tenant."

Then if you refer to Section 7.2 In the lease:

Section 7.2. Improvements. Except as expressly permitted in this Lease, Tenant will not make any alteration, addition or improvements or install any fixtures (collectively "Alterations") in or to any portion of the interior or exterior of the Leased Property without first obtaining the prior written consent of Landlord. Tenant shall cause all Alterations permitted by Landlord to conform to all Legal Requirements. **Notwithstanding the foregoing, Tenant shall be permitted to make Alterations to the Leased Property that do not affect the structural integrity of the buildings without the consent of the Landlord.**

That underlined statement can be interpreted to allow the Tenant to make changes without first obtaining written consent of the Landlord if the improvements do not affect the structural integrity of the buildings. Section 6.3 states we will make repairs to sidewalks, parking and driveways and, of course, pay for those repairs. However, if Section 7.2 allows the Tenant to make alterations that do not affect the structural integrity of the buildings, then does this mean the CCA can make improvements to the entire school compound without the City's written permission if structural integrity is not a concern? And then if this is the case, can CCA then expect the City to pay for those improvements? For example, if CCA wants to replace the fencing, parking lot and/or sidewalks then do they need the City's permission to do so, and then is the City expected to pay for those improvements under Section 6.3? They do not involve the structural integrity of the building, but they are part of the Leased Property that the City is responsible for. To take this a step further, if CCA replaces a parking lot this year and then they want to replace it again next year, is the City expected to pay for it under Section 6.3, or does CCA pay for it under Section 7.2?

I believe that the City and CCA need to discuss Sections 6.3 and 7.2 of the lease and come to a fair and reasonable determination of:

- who pays for what repairs and improvements?
- what specific improvements can be made by the CCA without City written approval?
- who is responsible to maintain (and liable) for improvements made by CCA without City approval?
- what is considered "not under the control of the tenant"?

- who is responsible for any additional or upgraded security measures (if CCA was not the City's tenant, would security be needed)?

**Financial Plan for Cornerstone Charter Academy Capital Facilities Plan**

| <u>Assumptions</u>                            | <u>REVENUE</u>                 | <u>FY 2018-19</u> | <u>FY 2019-20</u> | <u>FY 2020-21</u> | <u>FY2021-22</u> | <u>FY2022-23</u> |
|---|--------------------------------|-------------------|-------------------|-------------------|------------------|------------------|
| 1. City and CCA agree on expenditures         | Beginning Fund Balance         | \$0               | \$24,350          | \$18,845          | \$47,650         | \$347,650        |
| 2. Council approves GF Transfer               | Transfer from GF               | \$150,000         | \$150,000         | \$150,000         | \$150,000        | \$150,000        |
| 3. CCA Enrollment stays constant or increases | Debt Service Fund, 2012 Bond   | \$275,000         | \$150,000         | \$150,000         | \$150,000        | \$150,000        |
| 4. City reserves can absorb transfer annually | <b>Projected Fund Revenues</b> | <b>\$425,000</b>  | <b>\$324,350</b>  | <b>\$318,845</b>  | <b>\$347,650</b> | <b>\$647,650</b> |
| 5. Catastrophic events do not occur           |                                |                   |                   |                   |                  |                  |
| 6. Estimates are close                        |                                |                   |                   |                   |                  |                  |

**PROJECTS ( *\*\*Denotes Tenant Cost* )**

| Field House | Equipment                                 | Action         | Timeline (See Below) | Total Cost         | <u>FY 2018-19</u> | <u>FY 2019-20</u> | <u>FY 2020-21</u> | <u>FY2021-22</u> | <u>FY2022-23</u> |
|-------------|---|----------------|----------------------|--------------------|-------------------|-------------------|-------------------|------------------|------------------|
|             | Roof                                      | Repair         | Immediate            | \$114,000.00       | \$114,000.00      |                   |                   |                  |                  |
|             | <i>Distribution Panel (150 AMP)**</i>     | <i>Replace</i> | <i>Immediate</i>     | <i>\$2,936.25</i>  |                   |                   |                   |                  |                  |
|             | <i>Distribution Panel (100 AMP)**</i>     | <i>Replace</i> | <i>Immediate</i>     | <i>\$2,666.25</i>  |                   |                   |                   |                  |                  |
|             | <i>Distribution Panel**</i>               | <i>Replace</i> | <i>Immediate</i>     | <i>\$1,822.50</i>  |                   |                   |                   |                  |                  |
|             | <i>Service Entrance Equip (300 AMP)**</i> | <i>Replace</i> | <i>Immediate</i>     | <i>\$7,526.25</i>  |                   |                   |                   |                  |                  |
|             | <i>Exterior Lighting**</i>                | <i>Replace</i> | <i>Immediate</i>     | <i>\$1,012.50</i>  |                   |                   |                   |                  |                  |
|             | Packaged AC (6.25 TON)                    | Replace        | Short-Range          | \$21,195.00        |                   | \$21,195.00       |                   |                  |                  |
|             | <i>Domestic Water Heater (50 GAL)**</i>   | <i>Replace</i> | <i>Short-Range</i>   | <i>\$5,298.75</i>  |                   |                   |                   |                  |                  |
|             | <i>Distribution Panel (150 AMP)**</i>     | <i>Replace</i> | <i>Short-Range</i>   | <i>\$2,936.25</i>  |                   |                   |                   |                  |                  |
|             | <i>New CCTV Cameras/Recorder**</i>        | <i>Install</i> | <i>Short-Range</i>   | <i>\$2,970.00</i>  |                   |                   |                   |                  |                  |
|             | <i>CCTV to Central Monitor**</i>          | <i>Install</i> | <i>Short-Range</i>   | <i>\$1,012.50</i>  |                   |                   |                   |                  |                  |
|             |   |                | Landlord             | \$135,195.00       |                   |                   |                   |                  |                  |
|             |   |                | <i>Tenant</i>        | <i>\$28,181.25</i> |                   |                   |                   |                  |                  |
|             |   |                | Total Field House    | \$163,376.25       | \$114,000.00      | \$21,195.00       | \$0.00            | \$0.00           | \$0.00           |



| High School | Equipment                                 | Action            | Timeline (See Below) | Total Cost         | <u>FY 2018-19</u> | <u>FY 2019-20</u> | <u>FY 2020-21</u> | <u>FY2021-22</u> | <u>FY2022-23</u> |
|-------------|---|-------------------|----------------------|--------------------|-------------------|-------------------|-------------------|------------------|------------------|
|             | <b>Portable AC Unit (1 TON)**</b>         | <b>Replace</b>    | <b>Immediate</b>     | <b>\$2,484.00</b>  |                   |                   |                   |                  |                  |
|             | Computer Room AC Unit (2 TON)             | Repair or Replace | Immediate            | \$32,940.00        |                   |                   |                   |                  |                  |
|             | Split System Condensor (2 TON)            | Repair or Replace | Immediate            | \$3,813.75         |                   |                   |                   |                  |                  |
|             | Split System Outdoor Air Unit             | Repair or Replace | Immediate            | \$5,940.00         |                   |                   |                   |                  |                  |
|             | Split System Condensor                    | Repair or Replace | Immediate            | \$16,740.00        |                   |                   |                   |                  |                  |
|             | Roof (non-metal)                          | Replace           | Short-Range          | \$250,000.00       |                   |                   | \$250,000.00      |                  |                  |
|             | Roof (metal)                              | Replace           | Immediate            | \$25,900.00        | \$25,900          |                   |                   |                  |                  |
|             | <b>Domestic Water Heater (20 GAL)**</b>   | <b>Replace</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | <b>Domestic Water Heater (20 GAL)**</b>   | <b>Replace</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | Computer Room AC Unit (15 TON)**          | Repair or Replace | Short-Range          | \$75,532.50        |                   |                   |                   |                  |                  |
|             | <b>Domestic Water Heater (20 GAL)**</b>   | <b>Replace</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | <b>Domestic Water Heater (20 GAL)**</b>   | <b>Replace</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | Split System Condensor (5 TON)            | Repair or Replace | Short-Range          | \$2,193.75         |                   |                   |                   |                  |                  |
|             | Split System Condensor (15 TON)           | Repair or Replace | Short-Range          | \$16,740.00        |                   |                   |                   |                  |                  |
|             | Split System Condensor (5 TON)            | Repair or Replace | Short-Range          | \$8,370.00         |                   |                   |                   |                  |                  |
|             | <b>Domestic Water Heater (20 GAL)**</b>   | <b>Replace</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | <b>Domestic Water Heater (20 GAL)**</b>   | <b>Replace</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | <b>Centralized CCTV to Entry Points**</b> | <b>Install</b>    | <b>Short-Range</b>   | <b>\$3,375.00</b>  |                   |                   |                   |                  |                  |
|             | <b>Auditorium Lighting**</b>              | <b>Repair</b>     | <b>Short-Range</b>   | <b>\$1,012.50</b>  |                   |                   |                   |                  |                  |
|             |   |                   | Landlord             | \$412,270.00       |                   |                   |                   |                  |                  |
|             |   |                   | <b>Tenant</b>        | <b>\$27,121.50</b> |                   |                   |                   |                  |                  |
|             |   |                   | Total High School    | \$439,391.50       | \$25,900.00       | \$0.00            | \$250,000.00      | \$0.00           | \$0.00           |
|             |   |                   |                      |                    |                   |                   |                   | \$275,900.00     |                  |

| Lower School<br>(Elementary) | Equipment                                 | Action             | Timeline (See Below) | Total Cost         | <u>FY 2018-19</u> | <u>FY 2019-20</u> | <u>FY 2020-21</u> | <u>FY2021-22</u> | <u>FY2022-23</u> |
|------------------------------|---|--------------------|----------------------|--------------------|-------------------|-------------------|-------------------|------------------|------------------|
|                              | <i>Exterior Lighting**</i>                | <i>Replace</i>     | <i>Immediate</i>     | <i>\$1,687.50</i>  |                   |                   |                   |                  |                  |
|                              | <i>Domestic Water Heater (40 GAL)**</i>   | <i>Replace</i>     | <i>Immediate</i>     | <i>\$4,995.00</i>  |                   |                   |                   |                  |                  |
|                              | Trane Control System                      | Service            | Immediate            | \$4,050.00         |                   |                   |                   |                  |                  |
|                              | Packaged AC (17.5 TON)                    | Replace            | Immediate            | \$51,570.00        |                   |                   |                   |                  |                  |
|                              | <i>Air Terminal and cable connector**</i> | <i>Repair</i>      | <i>Immediate</i>     | <i>\$1,012.50</i>  |                   |                   |                   |                  |                  |
|                              | Roof                                      | Repair             | Short-Range          | \$87,750.00        | \$87,750.00       |                   |                   |                  |                  |
|                              | Mini-Split Ductless Unit (2 TON)          | Replace            | Short-Range          | \$5,872.50         |                   |                   |                   |                  |                  |
|                              | Packaged AC (17.5 TON)                    | Replace            | Short-Range          | \$47,115.00        |                   |                   |                   |                  |                  |
|                              | Packaged AC (17.5 TON)                    | Replace            | Short-Range          | \$47,115.00        |                   |                   |                   |                  |                  |
|                              | Packaged AC (15 TON)                      | Replace            | Short-Range          | \$51,570.00        |                   |                   |                   |                  |                  |
|                              | Packaged AC (17.5 TON)                    | Replace            | Short-Range          | \$51,570.00        |                   |                   |                   |                  |                  |
|                              | Packaged AC (17.5 TON)                    | Replace            | Short-Range          | \$51,570.00        |                   |                   |                   |                  |                  |
|                              | Packaged AC (15 TON)                      | Replace            | Short-Range          | \$51,570.00        |                   |                   |                   |                  |                  |
|                              | Packaged AC (17.5 TON)                    | Replace            | Short-Range          | \$51,570.00        |                   |                   |                   |                  |                  |
|                              | Split System Condensor (2 TON)            | Replace            | Short-Range          | \$3,813.50         |                   |                   |                   |                  |                  |
|                              | <i>New CCTV Cameras/Recorder**</i>        | <i>Install</i>     | <i>Short-Range</i>   | <i>\$3,375.00</i>  |                   |                   |                   |                  |                  |
|                              | <i>CCTV to Central Monitor**</i>          | <i>Install</i>     | <i>Short-Range</i>   | <i>\$1,012.50</i>  |                   |                   |                   |                  |                  |
|                              | <i>PA System**</i>                        | <i>Test/Repair</i> | <i>Short-Range</i>   | <i>\$1,012.50</i>  |                   |                   |                   |                  |                  |
|                              |   |                    | Landlord             | \$505,136.00       | \$87,750.00       |                   |                   |                  |                  |
|                              |   |                    | <i>Tenant</i>        | <i>\$13,095.00</i> |                   |                   |                   |                  |                  |
|                              |   |                    | Total Lower School   | \$518,231.00       | \$87,750.00       | \$0.00            | \$0.00            | \$0.00           | \$0.00           |
|                              |   |                    |                      |                    |                   |                   |                   | \$87,750.00      |                  |

| Middle School | Equipment                                  | Action          | Timeline (See Below) | Total Cost          | <u>FY 2018-19</u> | <u>FY 2019-20</u> | <u>FY 2020-21</u> | <u>FY2021-22</u> | <u>FY2022-23</u> |
|---------------|--|-----------------|----------------------|---------------------|-------------------|-------------------|-------------------|------------------|------------------|
|               | Roof                                       | Repair          | Immediate            | \$162,000.00        | \$162,000.00      |                   |                   |                  |                  |
|               | <b>Distribution Panel (225 AMP)**</b>      | <b>Replace</b>  | <b>Immediate</b>     | <b>\$4,826.25</b>   |                   |                   |                   |                  |                  |
|               | <b>Distribution Panel (225 AMP)**</b>      | <b>Replace</b>  | <b>Immediate</b>     | <b>\$4,826.25</b>   |                   |                   |                   |                  |                  |
|               | <b>Service Entrance Equip (1200 AMP)**</b> | <b>Replace</b>  | <b>Immediate</b>     | <b>\$24,435.00</b>  |                   |                   |                   |                  |                  |
|               | Packaged AC                                | Replace         | Immediate            | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Packaged AC                                | Replace         | Immediate            | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | <b>Freezer Outdoor Unit**</b>              | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$8,100.00</b>   |                   |                   |                   |                  |                  |
|               | <b>Refrigerator Outdoor Unit**</b>         | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$8,100.00</b>   |                   |                   |                   |                  |                  |
|               | Split System (3 TON)                       | Replace         | Short-Range          | \$1,721.25          |                   | \$1,721.25        |                   |                  |                  |
|               | <b>Domestic Water Heater (75 GAL)**</b>    | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$8,741.25</b>   |                   |                   |                   |                  |                  |
|               | <b>Kitchen Exhaust**</b>                   | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$66,825.00</b>  |                   |                   |                   |                  |                  |
|               | Packaged AC (10 TON)                       | Replace         | Short-Range          | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Packaged AC (3.5 TON)                      | Replace         | Short-Range          | \$21,195.00         |                   | \$21,195.00       |                   |                  |                  |
|               | Packaged AC (10 TON)                       | Replace         | Short-Range          | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Packaged AC (10 TON)                       | Replace         | Short-Range          | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Packaged AC (10 TON)                       | Replace         | Short-Range          | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Packaged AC (10 TON)                       | Replace         | Short-Range          | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Packaged AC (10 TON)                       | Replace         | Short-Range          | \$32,197.50         |                   | \$32,197.50       |                   |                  |                  |
|               | Split System Condensor (2 TON)             | Replace         | Short-Range          | \$3,813.75          |                   | \$3,813.75        |                   |                  |                  |
|               | <b>Distribution Panel (225 AMP)**</b>      | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$4,826.25</b>   |                   |                   |                   |                  |                  |
|               | <b>Distribution Panel (225 AMP)**</b>      | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$4,826.25</b>   |                   |                   |                   |                  |                  |
|               | <b>Distribution Panel (125 AMP)**</b>      | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$4,353.75</b>   |                   |                   |                   |                  |                  |
|               | <b>Distribution Panel (1200 AMP)**</b>     | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$7,155.00</b>   |                   |                   |                   |                  |                  |
|               | <b>Distribution Panel (1200 AMP)**</b>     | <b>Replace</b>  | <b>Short-Range</b>   | <b>\$7,155.00</b>   |                   |                   |                   |                  |                  |
|               | Lightning Protection                       | Replace         | Short-Range          | \$20,925.00         |                   |                   |                   |                  |                  |
|               | <b>CCTV to Central Monitor**</b>           | <b>Install</b>  | <b>Short-Range</b>   | <b>\$1,012.50</b>   |                   |                   |                   |                  |                  |
|               | <b>NEVCO**</b>                             | <b>Install</b>  | <b>Short-Range</b>   | <b>\$13,500.00</b>  |                   |                   |                   |                  |                  |
|               | <b>Fire Alarm Equipment**</b>              | <b>Relocate</b> | <b>Short-Range</b>   | <b>\$2,025.00</b>   |                   |                   |                   |                  |                  |
|               |  |                 | Landlord             | \$467,235.00        |                   |                   |                   |                  |                  |
|               |  |                 | <b>Tenant</b>        | <b>\$170,707.50</b> |                   |                   |                   |                  |                  |
|               |  |                 | Total Middle School  | \$637,942.50        | \$162,000.00      | \$284,310.00      | \$0.00            | \$0.00           | \$0.00           |
|               |  |                 |                      |                     |                   |                   |                   |                  | \$446,310.00     |

| Villages | Equipment                                 | Action         | Timeline (See Below)       | Total Cost            | <u>FY 2018-19</u>   | <u>FY 2019-20</u>   | <u>FY 2020-21</u> | <u>FY2021-22</u> | <u>FY2022-23</u> |                     |
|----------|---|----------------|----------------------------|-----------------------|---------------------|---------------------|-------------------|------------------|------------------|---------------------|
|          | Roof                                      | Repair         | Immediate                  | \$11,000.00           | \$11,000.00         |                     |                   |                  |                  |                     |
|          | <i>Distribution Panel (100 AMP)**</i>     | <i>Replace</i> | <i>Immediate</i>           | <i>\$3,375.00</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Exterior Lighting**</i>                | <i>Replace</i> | <i>Immediate</i>           | <i>\$405.00</i>       |                     |                     |                   |                  |                  |                     |
|          | Packaged AC                               | Replace        | Immediate                  | \$21,195.00           |                     |                     | \$21,195.00       |                  |                  |                     |
|          | <i>Window AC Unit**</i>                   | <i>Replace</i> | <i>Immediate</i>           | <i>\$2,254.50</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Window AC Unit**</i>                   | <i>Replace</i> | <i>Immediate</i>           | <i>\$2,254.50</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Window AC Unit**</i>                   | <i>Replace</i> | <i>Short-Range</i>         | <i>\$2,484.00</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Window AC Unit**</i>                   | <i>Replace</i> | <i>Short-Range</i>         | <i>\$1,586.25</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Window AC Unit**</i>                   | <i>Replace</i> | <i>Short-Range</i>         | <i>\$1,586.25</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Window AC Unit**</i>                   | <i>Replace</i> | <i>Short-Range</i>         | <i>\$2,254.50</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Distribution Panel (100 AMP)**</i>     | <i>Replace</i> | <i>Short-Range</i>         | <i>\$3,375.00</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Service Entrance Equip (400 AMP)**</i> | <i>Replace</i> | <i>Short-Range</i>         | <i>\$7,526.25</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Service Entrance Equip (200 AMP)**</i> | <i>Replace</i> | <i>Short-Range</i>         | <i>\$3,881.25</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Service Entrance Equip (400 AMP)**</i> | <i>Replace</i> | <i>Short-Range</i>         | <i>\$7,526.25</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>Service Entrance Equip (200 AMP)**</i> | <i>Replace</i> | <i>Short-Range</i>         | <i>\$3,881.25</i>     |                     |                     |                   |                  |                  |                     |
|          | <i>CCTV to Central Monitor**</i>          | <i>Install</i> | <i>Short-Range</i>         | <i>\$1,012.50</i>     |                     |                     |                   |                  |                  |                     |
|          |   |                | Landlord                   | \$32,195.00           | \$11,000.00         |                     |                   |                  |                  |                     |
|          |   |                | <i>Tenant</i>              | <i>\$43,402.50</i>    |                     |                     |                   |                  |                  |                     |
|          |   |                | Total Villages             | \$75,597.50           | \$11,000.00         | \$0.00              | \$21,195.00       | \$0.00           | \$0.00           | \$32,195.00         |
|          |   |                | <b>Total Landlord</b>      | <b>\$1,552,031.00</b> |                     |                     |                   |                  |                  |                     |
|          |   |                | <b>Total Tenant</b>        | <b>\$282,507.75</b>   |                     |                     |                   |                  |                  |                     |
|          |   |                | <b>Total All Buildings</b> | <b>\$1,834,538.75</b> | <b>\$400,650.00</b> | <b>\$305,505.00</b> | <b>#####</b>      | <b>\$0.00</b>    | <b>\$0.00</b>    | <b>\$977,350.00</b> |

Timeline

Immediate: <12 months

Short Range: 12 to 60 months

**LEASE AGREEMENT**

**by and between**

**CITY OF BELLE ISLE, FLORIDA**

**as LANDLORD**

**and**

**CITY OF BELLE ISLE CHARTER SCHOOLS, INC.**

**as TENANT**

**Property Address:**

**5903 Randolph Avenue, Belle Isle, FL 32809**

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Lease") is made and entered into as of the 1st day of October 2012 by and between **CITY OF BELLE ISLE, FLORIDA**, a Florida municipal corporation ("Landlord") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and **BELLE ISLE CHARTER SCHOOLS, INC.**, a Florida not-for-profit corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

### WITNESSETH:

**WHEREAS**, Landlord is the fee owner of certain real property as more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, including the tenements, hereditaments, improvements, fixtures, furniture, equipment, appurtenances, rights, easement and rights-of-way incident thereto (collectively, the "Premises");

**WHEREAS**, as of the date of this Lease, Tenant currently operates two charter schools known as Cornerstone Charter Academy, for up to 900 students in grades K-8, and Cornerstone Charter High School, for up to 800 students in grades 9-12, (collectively, the "Charter Schools") on the Premises;

**WHEREAS**, Tenant has determined and hereby determines that it is in the best interests of Tenant to lease from the Landlord the entire Premises consistent with the terms of this Lease;

**WHEREAS**, the Landlord has issued its \$9,625,000 Charter School Lease Revenue Bonds, Series 2012 (Cornerstone Charter Academy and Cornerstone Charter High School Project) (the "Series 2012 Bonds") in order to finance the acquisition and equipping of the Premises which will be leased to the Tenant pursuant to this Lease.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the respective parties herein contained, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Definitions.** Except as otherwise defined herein and in the Indenture, capitalized words and phrases shall have the meanings specified below and other capitalized words and phrases in this Lease have the meanings ascribed to them unless the context clearly requires otherwise:

**"Annual Financial Statements"** means the annual audited financial statements, which may be in a single combined report or separate statements, relating to (i) the Cornerstone Charter Academy and (ii) the Cornerstone Charter High School, prepared in accordance with Generally Accepted Accounting Principles by a Certified Public Accountant, relating to the Charter Schools' operations and including, without limitation, statements in reasonable detail of financial condition as of the end of such Charter School Fiscal Year and income and expenses for such Charter School Fiscal Year.

**"Base Rent"** means the amounts set forth in Exhibit "B" attached hereto.

**"Buildings"** means all buildings and other structures now existing or later constructed on the Premises and includes, without limitation, the charter school facilities located on the Premises as of the date of this Lease.

**"Charter Contracts"** shall mean the charter contracts granted to the Tenant by the School Board pursuant to Section 1002.33, Florida Statutes, for the operation of the Charter Schools, as such contracts may be in place and effective from time to time, including all amendments, extensions and renewals thereof.

**"Charter School Fiscal Year"** has the meaning set forth in the Indenture.

**"Charter School Law"** means Section 1002.33, Florida Statutes and other applicable provisions of law relating to charter schools.

**"Charter School Revenues"** means all amounts payable to Tenant by the School Board or the Florida Department of Education under the Charter Contracts including, but not limited to (i) Charter School capital outlay funds distributed to Tenant pursuant to Sections 1002.33(19), 1013.62, 1013.71, 1013.72, 1013.735, 1013.737, Florida Statutes, and any successor statutes or similar funding sources, and (ii) Charter School operating funds distributed to Tenant pursuant to Section 1002.33(17), Florida Statutes and any successor statutes or similar funding sources.

**"Days Cash on Hand"** means the amount determined by dividing (a) the amount of the Tenant's cash and unrestricted available funds on any June 30 by (b) the quotient obtained by dividing Operating Expenses as shown on the most recent Annual Financial Statements by 365.

**"Debt Service Coverage Ratio"** means, for any Charter School Fiscal Year, the ratio obtained by dividing the Net Income Available for Debt Service for such Charter School Fiscal Year by the Maximum Annual Debt Service.

**"Equipment"** means all furniture, machinery, fixtures and equipment now owned or hereafter acquired by Landlord for use at any portion of the Premises (excluding such matters temporarily provided by Landlord for temporary use on the Premises), including without limitation all items of tangible personal property and fixtures used or usable in connection with the Buildings, and any item of furniture, machinery, fixtures, equipment or other tangible personal property or fixtures acquired in substitution or replacement thereof.

**"Incremental Rent"** means the amounts payable by the Tenant as incremental rent as described in Section 5.1 hereof.

**"Indebtedness"** means all indebtedness of the Tenant for borrowed moneys, no matter how created, whether or not such indebtedness is assumed by the Tenant, including any leases required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations and guaranties.

**"Indenture"** means that certain Trust Indenture, dated as of October 1, 2012, by and between the Landlord and the Trustee.

**"Independent Consultant"** means an Independent management consultant or Certified Public Accountant experienced in the management and operations of charter schools in the State of Florida.

**"Irrevocable Deposit"** means the irrevocable deposit in trust of cash in an amount (or Government Obligations, the principal of and interest on which will be in an amount) and under terms sufficient to pay all or a specified portion of the principal of, premium, if any, and/or the interest on, as the same shall become due, any Indebtedness that would otherwise be considered Outstanding. The trustee of such deposit shall have possession of any cash and securities (other than book-entry securities) and may be the Trustee or any other trustee authorized to act in such capacity.

**"Lease Revenues"** mean Base Rent and Incremental Rent payable by the Tenant to the Landlord pursuant to this Lease.

**"Leased Property"** means the Premises, the Equipment, and the Buildings, and (d) any additions or alterations thereto which are permitted herein.

**"Leasehold Mortgage"** means that certain Leasehold Mortgage and Security Agreement, dated as of October 1, 2012, from the Tenant to the Trustee.

**"Lien"** means any mortgage or pledge of, security interest in, or lien or encumbrance on, any property that secures any Indebtedness or other obligation of the Tenant.

**"Limited Offering Memorandum"** means the Limited Offering Memorandum, dated October 1, 2012, prepared in connection with the sale of the Series 2012 Bonds.

**"Maximum Annual Debt Service"** means, as of any date of calculation, the highest principal and interest payment requirements (net of any Debt Service Reserve Fund balance required to be applied to the payment of principal in the year of final maturity of any Series of Bonds) with respect to all Indebtedness for the current and any succeeding Charter School Fiscal Year.

**"Net Income Available for Debt Service"** means, for any period of determination thereof, the Charter School Revenues for such period, including, but not limited to Base Rent, plus amounts held by the Trustee in the Debt Service Fund representing capitalized interest on the Bonds and scheduled to be used to pay interest on the Series 2012 Bonds during such period plus amortization of interest on other Indebtedness and the interest earnings on moneys held in the Debt Service Reserve Fund established under the Indenture and transferred to the Interest Account less the total Operating Expenses for such period, but excluding (i) any profits or losses that would be regarded as extraordinary items under Generally Accepted Accounting Principles, (ii) gain or loss in the extinguishment of Indebtedness of the Tenant, (iii) proceeds of the Bonds and any other Indebtedness of the Tenant, and (iv) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of the Tenant, the proceeds of any sale, transfer or other disposition of the Leased Property, and any condemnation or any other damage award received by or owing to the Tenant or the Landlord with respect to the Leased Property.



**"Net Incremental Rent"** means Incremental Rent less amounts, if any, withheld by the Trustee pursuant to Sections 6.02(d) and (e) of the Indenture.

**"Operating Expenses"** means all expenses of the Tenant reasonably required in the operation and maintenance of the Project and the Charter Schools, consistent with generally accepted accounting principles, and including, the following items, without intending to limit the generality of the foregoing:

(a) expenses for operation (including all utilities and fees payable under management and/or operating agreements, including the Management Agreements), maintenance, repair, insurance and inspection;

(b) costs and expenses for reasonable and necessary professional, engineering, architectural, legal, financial, auditing and consulting services, and including the fees of and other amounts payable to the Trustee;

(c) all taxes or contributions or payments in lieu thereof, assessments and charges, including, without intending to limit the generality of the foregoing, income, profits, sales, use, property, franchise, and excise taxes;

(d) obligations under contracts for supplies, services and pensions and other employee benefits;

(e) purchases of merchandise and other inventory items; and

(f) lease payments including, but not limited to, Base Rent and Incremental Rent, provided, however, the term "Operating Expenses" shall not be construed to include depreciation or other non-cash expenses.

**"Opinion of Counsel"** means an opinion in writing of legal counsel, who may be counsel to the Landlord, the Trustee or the Tenant, reasonably acceptable to the addressees thereof.

**"Permitted Encumbrances"** means, as of any particular time, those items described on Schedule II to title policy delivered in connection with the issuance of the Series 2012 Bonds and any of the following:

(a) purchase money security interests with respect to any item of equipment related to the Leased Property;

(b) utility, access, and other easements and rights-of-way, mineral rights and reservations, restrictions and exceptions that would not in the aggregate (i) materially interfere with or impair any present use of the Leased Property or any reasonably probable future use of the Leased Property, or (ii) materially reduce the value that would be reasonably expected to be received for the Leased Property upon any sale;

(c) mechanics' and materialmen's Liens related to the Leased Property when payment of the related bill is not overdue;

(d) judgment liens against the Landlord or Tenant so long as such judgment is being contested and execution thereon is stayed or while the period for responsive pleading has not lapsed;

(e) (i) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license or permit, or provision of law, affecting the Charter Schools or the Leased Property, to (A) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of the Leased Property or materially and adversely affect the value thereof, or (B) purchase, condemn, appropriate, or recapture, or designate a purchaser of, the Leased Property; (ii) Liens on the Leased Property for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges not yet due or delinquent; (iii) easements, rights-of-way, servitudes, restrictions and other minor defects, encumbrances and irregularities in the title to the Leased Property that do not materially impair the use of the Leased Property or materially and adversely affect the value thereof; or (iv) rights reserved to or vested in any municipality or public authority to control or regulate any Charter School, the Leased Property or to use the property or the facilities in any manner, which rights do not materially impair the use of the Leased Property or materially and adversely affect the value thereof;

(f) Liens and any other restrictions, exceptions, leases, easements or encumbrances that are existing on the date of initial issuance and delivery of the Bonds (including the Series 2012 Bonds), provided that no such Lien (or the amount of Indebtedness secured thereby), restriction, exception, lease, easement or encumbrance may be increased, extended, renewed or modified to apply to the Leased Property not subject to such Lien on such date, unless such Lien as so extended, renewed or modified would otherwise qualify as a Permitted Encumbrance hereunder or is otherwise permitted hereunder;

(g) Liens on the Leased Property, the Pledged Revenues or the Charter School Revenues incurred in connection with the incurrence of any Indebtedness that meets the conditions described in Section 13.11 hereof;

(h) Liens arising by reason of an Irrevocable Deposit; and

(i) Liens on the Leased Property, the Pledged Revenues or the Charter School Revenues to secure payment of Indebtedness subordinate to the obligations of the Tenant hereunder and which incurrence of such subordinate Indebtedness meets the conditions described in Section 13.11 hereof.

**"School Board"** means the School Board of Orange County, Florida.

**"Tenant Documents"** means this Lease, the Charter Contracts, the Management Agreements, the Leasehold Mortgage, the Bond Purchase Agreement, among the Underwriter, the Landlord and the Tenant, dated October 17, 2012, the Continuing Disclosure Agreement among the Landlord, the Tenant and the Trustee, dated as of October 1, 2012, and each of the other agreements, certificates, contracts or instruments to be executed by the Tenant in connection with the issuance of the Bonds.

**"Transfer"** means any act or occurrence the result of which is to dispossess any Person of any asset, claim, or interest therein, including specifically, but without limitation, the forgiveness of any debt, but shall not include leases and operating contracts governed by this Lease.

**"Trustee"** means Regions Bank, as trustee under the Indenture, and its successors and assigns.

**"Underwriter"** means B.C. Ziegler and Company, the underwriter for the Series 2012 Bonds.

## **ARTICLE II**

### **TENANT REPRESENTATIONS**

**Section 2.1. Representations by the Tenant.** The Tenant represents and covenants that:

(a) It is duly organized and existing as a Florida not-for-profit corporation and is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) The Tenant has been duly authorized to execute the Tenant Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Tenant Documents will not conflict with or constitute a breach of or default by the Tenant under any other instrument or agreement to which the Tenant is a party or by which its property is bound.

(c) The Tenant's execution, delivery, and performance of the Tenant Documents shall not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over the Tenant.

(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's ability to execute, deliver, and perform with respect to any of the Tenant's Documents, except as otherwise set forth in the Limited Offering Memorandum.

(e) The Leased Property financed or refinanced with proceeds of the Bonds is comprised of land, buildings, facilities, equipment and/or other items for the Charter Schools.

(f) Neither the representations of the Tenant contained in the Tenant Documents nor any oral or written statement, furnished by or on behalf of the Tenant to the Landlord or the Underwriter in connection with the issuance of the Bonds and the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Tenant has not disclosed to the Landlord and the Underwriter in writing that the Tenant believes materially and adversely affect or in the future may (so far as the Tenant can now reasonably

foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its obligations under the Tenant Documents or any documents or transactions contemplated hereby or thereby.

(g) The Tenant's federal employer identification number is 27-2154495.

(h) The Tenant will comply fully and in all respects with the Charter School Law and the Charter Contracts and will take all reasonable action to maintain, extend and renew the Charter Contracts so long as any amounts under this Lease are due and payable.

(i) The Tenant has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Leased Property to operate the Leased Property as charter schools, and to enter into, execute, and perform its obligations under this Lease and the other Tenant Documents.

(j) There has been no material adverse change in the financial condition, results of operations, or business affairs of the Tenant or the feasibility or physical condition of the Leased Property or the Charter Schools subsequent to the date of the Limited Offering Memorandum.

(k) The Tenant (i) understands the nature of the structure of the transactions related to the financing and refinancing of the Leased Property; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Tenant or the Landlord is a party or of which the Tenant is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Leased Property; and (iv) has not relied on the Landlord or the Underwriter for any guidance or expertise in analyzing the financial consequences of such financing transactions.

**Section 2.2. Agreement to Provide Ongoing Disclosure.** Each of the Landlord and the Tenant hereby covenants to enter into the Continuing Disclosure Agreement for the benefit of the holders of the Series 2012 Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12) (the "Rule") contemporaneously with the issuance of the Series 2012 Bonds and each Owner shall be a beneficiary of this Section and such undertaking with the right to enforce this Section and undertaking directly against the Landlord and/or Tenant.

### **ARTICLE III DEMISING CLAUSE**

**Section 3.1 Demising Clause.** Landlord hereby demises and leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord, in accordance with the provisions of this Lease, to have and to hold for the Term (as defined herein).

**ARTICLE IV**  
**TERM, SURRENDER**

**Section 4.1. Commencement of Lease Term; Renewals.** The term of this Lease shall commence on October 25, 2012 (the "Commencement Date") and shall terminate on July 31, 2043, unless earlier terminated pursuant to Section 4.2 below.

**Section 4.2. Termination of Term.** The Term shall terminate upon the earliest of any of the following events:

- (a) The occurrence of an Event of Default and termination of the Term by the Landlord with the prior written consent of the Trustee under Article XIV of this Lease;
- (b) The end of the Term; or
- (c) The date that no Bonds are Outstanding.

**Section 4.3. End of Term.** Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Property in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All alterations, additions or improvements and fixtures made to the Premises made by either party shall remain upon and be surrendered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant's movable trade fixtures, furniture, furnishings and equipment and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of the Term, the same shall, at Landlord's option, become the property of Landlord.

**ARTICLE V**  
**RENT**

**Section 5.1. Payment of Charter School Revenues, Base Rent and Incremental Rent.** The Landlord and Tenant hereby acknowledge that they are receiving substantial and material consideration from the issuance of the Bonds, and the Landlord hereby directs Tenant and Tenant hereby pledges and agrees to pay directly to the Trustee all Charter School Revenues as received during the Lease Term. Notwithstanding the foregoing, the Tenant pledges and agrees to pay the Base Rent in the amount set forth in Exhibit "B" attached hereto, plus Incremental Rent in the amount set forth in Exhibit "C" attached hereto. Base Rent and Incremental Rent are to be paid from Charter School Revenues deposited with the Trustee to the extent Charter School Revenues are sufficient for such purposes. In addition, and without duplication of any other payment obligations under this Lease, Tenant shall pay to the Trustee all amounts sufficient to pay principal of, and premium, if any and interest on the Bonds as and when due, whether by reason of maturity, scheduled payment date, mandatory, extraordinary or optional redemption, acceleration or otherwise.

Base Rent and Incremental Rent shall be held by the Trustee for the benefit of the Landlord and distributed pursuant to the terms of the Indenture. In connection with any

unscheduled redemption of the Bonds, the schedule of Base Rent set forth in Exhibit "B" attached hereto shall be recalculated and amended by the Landlord to reflect debt service payments on the Bonds. A copy of any revision to Exhibit "B" shall be provided to the Trustee by the Landlord. Upon receipt of any Charter School Revenues released back to the Tenant pursuant to the terms of Section 6.02(f) of the Indenture, the Tenant shall pay Net Incremental Rent to the Landlord. In the event Tenant holds over beyond the date of such termination, Tenant shall pay to Landlord monthly rent based upon the "per student" rate for determining Incremental Rent then in effect and all other applicable terms of this Lease Agreement shall continue in full force and effect.

**Section 5.2. Payments.**

(a) Without limiting the provisions of Section 5.1 above, to secure its obligations to pay Base Rent and Incremental Rent hereunder, the Tenant hereby pledges and agrees to pay to the Trustee, for distribution as provided by the Indenture in consideration of the covenants of the Landlord hereunder, all Charter School Revenues as received.

(b) Base Rent and Incremental Rent shall be paid from Charter School Revenues, provided, however, that nothing in this Lease shall be construed as prohibiting the Tenant from making any payment hereunder from other legally available revenues of the Tenant to the extent Charter School Revenues are insufficient therefore. The Base Rent shall be payable in advance.

(c) It is understood and agreed that all Charter School Revenues payable under this Section by the Tenant is hereby assigned by the Landlord to Trustee. The Tenant expressly consents to such assignment. All Base Rent and Incremental Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or between the Tenant and the Trustee, or between the Landlord and the Trustee, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto).

**Section 5.3. Taxes and Assessments.** Tenant covenants and agrees to pay and discharge, when due and payable, (a) all personal property taxes, real estate taxes, assessments, sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may be assessed, levied or imposed upon all or any part of the Leased Property, and (b) any sales or excise tax now or hereafter levied or assessed upon or against Tenant's or Landlord's interest in the Base Rent and Incremental Rent. Should the appropriate taxing authority require that any of the foregoing be collected by Landlord for or on behalf of such taxing authority, then the same shall be paid by Tenant to Landlord as additional Incremental Rent in accordance with the terms of any written notice from Landlord to Tenant to such effect.

**Section 5.4. Pledge By Tenant.** In order to secure the payment in full of the Bonds and payment of all sums due or to become due under this Lease, including advances which may be made in the future, and to secure the performance by the Tenant of all the covenants expressed or implied by this Lease (a) the Tenant hereby grants, bargains, sells, conveys and mortgages unto the Trustee, to the extent permitted by law and subject to any and all Permitted Encumbrances, all of the Tenant's interest in the Project and the facilities, buildings, fixtures, equipment,

personal property of every kind in connection therewith, and other improvements located or to be constructed thereon, and any fixtures or appurtenances now or hereafter erected thereon; together with all rents and leases, profits, royalties, mineral rights, geothermal resources, oil and gas rights and profits, easements and access rights, now owned or hereafter acquired by, used by or belonging to the Tenant, or in any way connected with the Project, all of which are declared to be a part of said Project, and all of the Tenant's rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to the Project, subject to Permitted Encumbrances, and (b) the Tenant hereby pledges and grants to the Trustee, to the extent permitted by law and subject to any and all Permitted Encumbrances, a present security interest, within the meaning of the Florida Uniform Commercial Code in the Charter School Revenues, whether now owned or hereafter acquired, and including the products and proceeds of the same.

The foregoing provisions of this Section 5.4 constitute an absolute and unconditional present assignment of the Charter School Revenues, subject however to the conditional permission hereby given to the Tenant to collect and use Charter School Revenues so long as no Event of Default under this Lease shall have occurred and be continuing, upon which Event of Default that permission shall automatically terminate, and the Charter School Revenues shall be deposited immediately with the Trustee; provided that the existence or exercise of any privilege of the Tenant granted pursuant to that permission shall not be construed and shall not operate to subordinate the assignment made or the security interest granted in this Section 5.4, in whole or in part, to any subsequent assignment made or security interest granted by the Tenant. The assignment, security interest and agreement to pay shall not inhibit, and this Lease allows (except as otherwise herein provided), the sale or other transfer of such Charter School Revenues for Tenant expenditures, provided that an Event of Default shall not have occurred and be continuing or occur on account of such sale or transfer.

It is the intention of the parties that the foregoing mortgage and grant of liens and security interests shall encompass, to the extent permitted by law, all rights of the Tenant in the Project and the Charter Schools and the income therefrom and all personal property and other assets of the Tenant of every possible type constituting a portion of the Project and the Charter Schools, and that all such liens and security interests are also evidenced by the Leasehold Mortgage. The Tenant hereby authorizes the Landlord and the Trustee to cause to be filed, in the office or offices such party deems appropriate, one or more Uniform Commercial Code financing statements in favor of the Trustee, as secured party, covering such assets of the Tenant, and further authorizes such parties to cause to be filed any and all amendments to such financing statements, including without limitation continuations, which may be required or appropriate. Notwithstanding that all such filings are the obligation of the Tenant, the Tenant hereby authorizes the Trustee to make any and all filings described in this section.

To the extent any assets pledged pursuant to this Lease consist of rights of action or personal property, this Lease constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such assets in favor of the Trustee. The Tenant shall file financing statements, and any and all amendments thereto which may be required or appropriate, from time to time relating to this Lease in such manner and at such places as may be required by law fully to protect the security of the Trustee and the right,

title and interest of the Trustee in and to the assets described in this Section 5.4 or any part thereof.

**ARTICLE VI**  
**USE AND MAINTENANCE OF PREMISES**

**Section 6.1. Use of Leased Property.** The Leased Property is to be used and occupied by the Tenant solely for the purpose of operating the Charter Schools thereon and for no other uses, subject to the remedial provisions hereof and of the Indenture; provided, however, that the Tenant may, with the prior written consent of Landlord, allow the use and occupancy of any portion of the Leased Premises by third parties. Tenant shall not use or allow the use or occupancy of the Leased Property for any unlawful purpose nor shall Tenant do or permit any act or thing at the Leased Property which would constitute a public or private nuisance or waste. Tenant shall not operate or use or allow the use or occupancy of the Leased Property or any portion thereof in any manner which (a) may cause interest on the Series 2012 Bonds or any other tax exempt Bonds issued under the Indenture to be subject to federal income tax, or (b) may cause Tenant to no longer be an organization described in section 501(c)(3) of the Internal Revenue Code.

**Section 6.2. Delivery of Premises.** Tenant has inspected all portions of the Leased Property and agrees (a) to accept possession of the Leased Property in the "as is" condition existing on the Commencement Date, (b) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Leased Property except as expressly set forth herein, and (c) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any improvements to the Premises to prepare the Premises for Tenant's occupancy. Tenant's occupancy of any portion of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of all portions of the Leased Property in its then current condition and that all portions of the Leased Property were in a good and satisfactory condition at the time such possession was taken.

**Section 6.3. Maintenance and Repair.** Landlord will make all exterior and structural repairs, including repairs of the roof, windows, sidewalks, parking and driveway areas, as well as repairs as may be required because of water entering the Premises from the roof or other parts of the building from causes not under the control of Tenant. Tenant will be responsible for repair and maintenance of HVAC systems and sewer/septic facilities. Landlord shall replace the HVAC system if necessary, provided Tenant has performed normal maintenance of said system. Tenant shall keep the interior of the Premises, and the windows, doors and fixtures therein, and all interior walls, pipes, plumbing lines, toilets, lavatories, electrical fixtures and wiring, and other appurtenances in good and substantial repair and clean condition. Tenant will maintain the grounds, lawn, landscaping and exterior of the Premises in good condition. All maintenance and repairs under this Section shall be made promptly as and when necessary and shall be of a quality and class at least equal to the original work. If either party fails to proceed with due diligence to make any repairs to the Leased Property, the other party or the Trustee, upon meeting each of the following conditions, may make such repairs and all costs and expenses incurred on account thereof shall be paid by the defaulting party within 30 days of written demand: (a) written notice has been given to the defaulting party identifying the maintenance



and/or repairs required to be undertaken, (b) the maintenance or repairs identified are required under the terms of this Lease, (c) the defaulting party fails to commence the required maintenance or repairs within thirty (30) days after receipt of the written notice (or such reasonable time as is appropriate under the circumstances). In the event the Tenant makes any repairs to the Leased Property as provided above that are the Landlord's responsibility, such costs and expenses may be deducted from Net Incremental Rent paid to the Landlord. In the event the Trustee makes any repairs to the Leased Property as provided above, such costs and expenses may be paid pursuant to the provisions of Section 6.06 of the Indenture from funds held in the Renewal and Replacement Fund held under the Indenture without need for further requisition by the Landlord or the Tenant.

**Section 6.4. Cleaning; Refuse and Rubbish Removal.** Tenant, at Tenant's sole cost and expense, shall (a) keep all of the Leased Property in a clean condition, (b) cause the Premises and the Buildings to be treated for pests with such frequency and in such manner as to prevent the existence of vermin or other infestation, and (c) cause Tenant's garbage and other refuse to be removed from the Premises in a timely manner and, until removed, kept in a neat and orderly condition.

**Section 6.5. Landlord's Right of Access.** Landlord, the Trustee and any other party designated by Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the Leased Property, (b) to show all or any portion of the Premises to prospective lessees, sublessees or licensees and (c) to make such repairs, alterations or additions to all or any portion of the Leased Property (i) as Landlord or the Trustee may deem necessary or appropriate or (ii) which Landlord or the Trustee may elect to perform following Tenant's failure to perform; provided, however, that Trustee's right to enter the Premises under this subsection (c) shall be exercised only in the event Landlord fails to make or begin necessary repairs, alterations or additions to the Premises within thirty (30) days after written notice to the Landlord setting forth the necessary repairs, alterations or additions. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord or the Trustee is permitted or obligated to enter the Leased Property, whether for purpose of making repairs, exhibiting the same to prospective tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, (c) in such a manner so as to minimize interference with the conduct of Tenant's business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and (d) Landlord's and Tenant's access to the Leased Property is subject to compliance with all applicable background screening requirements of state and federal law. Notwithstanding anything herein to the contrary, at any time that all or any portion of the Leased Property is not being used for school-related purposes (such as after Charter School hours, weekends, etc.), the Landlord shall have the right to enter and occupy the Premises, or such portion thereof, including, without limitation, the right to sublease or license the use of same for any lawful purpose. Landlord shall provide Tenant advance notice of such use to ensure the availability of all or any portion of the Leased Property. Landlord shall not use or allow the use or occupancy of the Leased Property for any unlawful purpose nor shall Landlord do or permit any act or thing at the Leased Property which would constitute a public or private nuisance or waste. Landlord shall not operate or use or allow the use or occupancy of the Leased Property or any portion thereof in any manner which may cause interest on the Series 2012 Bonds or any other tax

exempt Bonds issued under the Indenture to be subject to federal income tax. Landlord will not take any action or omit to take any action which may cause Tenant to no longer be an organization described in section 501(c)(3) of the Internal Revenue Code.

**Section 6.6. Compliance with Law.** Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to its use of the Leased Property or the occupancy of all of the portions of the Leased Property (collectively, the "Legal Requirements"). Landlord shall comply with and shall not cause the Leased Property or any portions thereof to violate any Legal Requirements.

## **ARTICLE VII**

### **ALTERATIONS AND IMPROVEMENTS**

**Section 7.1. Equipment and Furnishings.** Tenant shall be permitted to install trade fixtures, furniture, furnishings and equipment on and in the Leased Property which shall remain the property of Tenant after expiration of this Lease.

**Section 7.2. Improvements.** Except as expressly permitted in this Lease, Tenant will not make any alteration, addition or improvements or install any fixtures (collectively "Alterations") in or to any portion of the interior or exterior of the Leased Property without first obtaining the prior written consent of Landlord. Tenant shall cause all Alterations permitted by Landlord to conform to all Legal Requirements. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations to the Leased Property that do not affect the structural integrity of the Buildings without the consent of the Landlord.

**Section 7.3. No Liens Created by Tenant or Landlord.** Other than Permitted Encumbrances, neither the Tenant nor the Landlord shall allow any of the Leased Property to become subject to any security interest, lien, charge or encumbrance whatsoever except as expressly provided herein and in the Indenture. If any mechanic's lien, materialman's lien or other lien is placed against any portion of the Leased Property, Tenant and Landlord shall have thirty (30) days after notice thereof to remove same or post a bond in the amount of the lien.

**Section 7.4. Quiet Enjoyment; Defense of Title.** Landlord covenants and warrants that, except as provided herein, Tenant shall and will peacefully and quietly have, hold and enjoy the Leased Property for the Term subject to the terms and conditions of this Lease. Except for matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does hereby fully warrant the title to the Leased Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

## **ARTICLE VIII**

### **DESTRUCTION AND CONDEMNATION**

**Section 8.1. Destruction of Premises.** If any of the Buildings are totally or partially damaged or destroyed from any cause, Tenant shall give prompt notice to Landlord, and the damage shall be repaired by Landlord, at its expense but through the use of any proceeds from

policies of insurance maintained by Tenant, to substantially the condition that existed prior to the damage, subject to the provisions of the Indenture. None of the Tenant's obligations to make payments of (i) Charter School Revenues to the Trustee, (ii) the Base Rent, (iii) the Incremental Rent or (iv) the Net Incremental Rent shall be abated in whole or in part during any period of repair or restoration. Notwithstanding the foregoing, if any of the Buildings are totally damaged or are rendered wholly untenable, or if any of the Buildings are so damaged that, in accordance with Section 9.04(b) of the Indenture, substantial alteration, demolition, or reconstruction is required, then in either of such events Landlord may, not later than 60 days following the date of the damage, give Tenant a notice terminating this Lease with respect to the Leased Property upon which such of the Buildings is located. If this Lease is so terminated, (a) the Term with respect to such portion of the Leased Property shall expire upon the date set forth in Landlord's notice, which shall not be less than 30 days after such notice is given, and Tenant shall vacate such portion of the Leased Property and surrender the same to Landlord no later than the date set forth in the notice, (b) all proceeds of policies of insurances maintained by Tenant with respect to such portion of the Leased Property shall become the property of Landlord and applied pursuant to Section 9.04(b) of the Indenture, and (c) this Lease shall remain in effect and unchanged with respect to of the remainder of the Leased Property and the Leased Property associated therewith. Additionally, in the event that any of the Buildings are totally or partially destroyed or condemned within the last six (6) months of the then current Term, then Tenant shall have the right, at its sole discretion, to deliver to Landlord any insurance proceeds received by or payable to Tenant with respect thereto (which proceeds shall be delivered to the Trustee in accordance with Section 9.04(b) of the Indenture) and terminate this Lease with respect to such portion of the Leased Property. In such event, the Lease shall be terminated with respect to such portion of the Leased Property as of the date the insurance proceeds are delivered to Landlord. Nothing in this Section shall give Tenant a right of termination which is contrary to the terms of the Indenture.

**Section 8.2. Eminent Domain.** In the event any of the properties that make up the Leased Property are totally condemned by any political body having the power of eminent domain, this Lease shall terminate with respect to such property on the date of vesting of title in such proceedings and the entire proceeds from such condemnation award shall become the property of Landlord without deduction, and shall be delivered to the Trustee and applied pursuant to Section 9.04(b) of the Indenture. In the event any of the properties that make up the Leased Property are partially condemned by any political body having the power of eminent domain, the entire proceeds from such condemnation award shall be allocated to Landlord without deduction. Nothing in this Section shall give Tenant a right of termination which is contrary to the terms of the Indenture.

**Section 8.3. Cooperation of Landlord.** Landlord and Tenant shall cooperate fully with each other and with the Trustee in filing any proof of loss with respect to any insurance policy maintained by Tenant and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof. In no event shall Tenant voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or action relating to any construction contract for any portion of the Leased Property without the written consent of the Landlord and the Trustee.

**Section 8.4. Consent of Trustee Required.** Notwithstanding anything herein to the contrary, any action to be taken by the Landlord pursuant to this Article VIII shall require the prior written consent of the Trustee.

## **ARTICLE IX UTILITIES**

**Section 9.1. Utilities.** Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, telephone, cable, trash collection and all other utility services used, rendered or supplied to or in connection with the Leased Property during the Term. Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Property for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor shall there be any allowance to Tenant for a diminution of rental value, nor shall the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations.

## **ARTICLE X INSURANCE**

**Section 10.1. Insurance.** Throughout the Term, Tenant, at its expense, shall obtain and keep in full force and effect:

(a) a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, death and/or property damage occurring in or about the Leased Property under which Tenant is named as the insured and Landlord, the Manager, the Trustee and any other parties whose names shall have been furnished by Landlord to Tenant from time to time are named as additional insureds, which insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord. The minimum limits of liability applying exclusively to the Leased Property shall be \$1 million per occurrence and \$2 million annual aggregate; provided, however, that Landlord shall retain the right to require Tenant to increase such coverage, from time to time, to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar properties.

(b) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "all risk" property insurance policies with extended coverage, insuring the entire Leased Property and all of Tenant's property located therein for the greater of (i) full insurable value thereof, (ii) replacement cost value thereof and (iii) the aggregate principal amount of all Outstanding Bonds (less the amount on deposit in the Debt Service Reserve Fund), having a deductible amount, if any, not in excess of \$5,000;

(c) workers' compensation insurance, as required by law;

(d) such other insurance in such amounts as Landlord may reasonably require from time to time; and

- (e) all such other insurance as may be required under the Charter Contracts.

The requirements of this Section may also be satisfied by policies obtained by the Landlord or any other third party.

**Section 10.2. Insurance Requirements.** All insurance required to be carried pursuant to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord and Trustee shall have received 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or such third party provider shall be solely responsible for the payment of all premiums under such policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b) shall be effected under valid and enforceable policies issued by either the Florida Municipal Insurance Trust or by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as an Independent Consultant may at any time consider appropriate.

**Section 10.3. Delivery of Policies.** On or prior to the Commencement Date, Tenant shall deliver to Landlord and the Trustee appropriate policies of insurance required to be carried by each party pursuant to this Article. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord and the Trustee at least 10 days prior to the expiration of such policy.

## **ARTICLE XI ATTORNMENT**

**Section 11.1. Attornment.** Tenant shall, if requested by the Trustee or any mortgagee of all or any portion of the Premises at any time, or in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Property or any portion thereof, attorn to the purchaser upon any such foreclosure or sale to recognize such purchaser as Landlord under this Lease. The provisions of this Section shall be self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (a) evidencing such attornment, (b) evidencing the terms and conditions of Tenant's tenancy under this Lease, and (c) containing such other terms and conditions as may be required by such purchaser, provided such terms and conditions do not change or increase Tenant's obligations or reduce or in any way adversely affect the rights of Tenant under this Lease. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be (a) liable for any previous act or omission of Landlord under this Lease except to the extent such act or omission is a default under this Lease and continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission to such

successor landlord; or (b) subject to any credit, demand, claim, counterclaim, offset or defense which theretofore accrued to Tenant against Landlord.

## **ARTICLE XII** **ENVIRONMENTAL**

**Section 12.1. Maintenance of Premises.** Tenant, at Tenant's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access and at Landlord's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of the Landlord or any sublessee, licensee or other user of Landlord, to be in violation of any Environmental Laws.

**Section 12.2. Use of Hazardous Materials.** Neither Tenant nor Landlord shall, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Property or transport to or from the Leased Property any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances", "hazardous wastes", or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

**Section 12.3. Environmental Liens.** Neither Tenant nor Landlord shall create or suffer to exist with respect to the Leased Property, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(l)) or any similar Environmental Law.

**Section 12.4. Responsibility.** Tenant shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the Trustee and the Landlord, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Tenant's use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Property. Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the Trustee and the Tenant, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Landlord's (or any sublessee, licensee or user of Landlord) use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Property. The foregoing indemnities shall survive the termination or expiration of this Lease.

**ARTICLE XIII**  
**COVENANTS OF THE TENANT**

**Section 13.1. Annual Reports.** The Tenant shall annually, within 90 days after the close of each Charter School Fiscal Year, file with the Trustee, any rating agency that shall have then in effect a rating on any of the Bonds, any Bondholder that shall have, in writing, requested a copy thereof, and otherwise as provided by law, the Annual Financial Statements.

The Tenant shall file with the Trustee annually within 90 days after the close of each Charter School Fiscal Year a certificate of an Authorized Representative setting forth (i) a description in reasonable detail of the insurance then in effect pursuant to the requirements of this Lease and that the Tenant has complied in all respects with such requirements, and (ii) whether during such year any material part of the Leased Property has been damaged or destroyed and, if so, the amount of insurance proceeds covering such loss or damage and specifying the Tenant's reasonable and necessary replacement costs.

**Section 13.2. Books, Records and Annual Reports.** The Tenant shall keep proper books of record and account for each of the Charter Schools with full, true and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting in which complete and correct entries shall be made of its transactions relating to the Charter Schools, and which, together with all other books and records of the Tenant, including, without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject during regular business hours to the inspection of the Trustee.

**Section 13.3. Consolidation, Merger, Sale or Conveyance.** The Tenant agrees that during the term of this Lease it will maintain its corporate existence, will continue to be a not-for-profit corporation duly qualified to do business in the State, will not change the control structure of its governing board, merge or consolidate with, or sell or convey, except as provided herein, all or substantially all of its interest in the Leased Property to, any Person unless (i) no Event of Default has occurred and is continuing, (ii) it first acquires the written consent of the Landlord to such transaction, (iii) it provides to the Trustee notice of its intent at least 90 days in advance of such consolidation, merger, sale or conveyance, and (iv) the acquirer of the interest in the Leased Property or the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

(a) shall assume in writing the performance and observance of all covenants and conditions of this Lease;

(b) shall provide the Trustee with an opinion of Bond Counsel acceptable to the Landlord to the effect that such change in control, merger, consolidation, sale or conveyance, would not adversely affect the validity of any of the Bonds or the exclusion from gross income for federal income tax purposes of interest on the Outstanding Bonds;

(c) shall provide the Landlord and the Trustee with an Opinion of Counsel to the Tenant (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other entities that are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business, or

has any pending litigation that might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto;

(d) shall deliver to the Trustee within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Tenant under the Tenant Documents shall become obligations of the new entity; provided, however, the Tenant shall not be released from same;

(e) in the case of a consolidation, merger, sale or conveyance, shall provide evidence to the Trustee that (i) the entity can continue to operate the Charter Schools as charter schools in accordance with the Charter School Law and that the entity is entitled to receive the Charter School Revenues, (iii) the Debt Service Coverage Ratio for the last Charter School Fiscal Year for which Audited Annual Financial Statements are available, after giving effect to the proposed consolidation, merger, sale or conveyance, would have been at least 1.20 and (iii) and that any rating on the Bonds will not be lowered, suspended or withdrawn.

**Section 13.4. Further Assurances.** The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease, subject, however, to the terms and conditions of Article XIII of the Indenture.

**Section 13.5. Financial Statements; Reports; Annual Certificate; Rate Covenant.**

(a) **Financial Reports, Enrollment Reports and Charter Compliance Reporting.** The Tenant shall provide to the Trustee as soon as is practicable, the following information: (A) the amount of money that the Tenant will receive from the State (which may consist of copies of Florida Department of Education forms showing amounts due to the Tenant); (B) a copy of the Tenant's annual budget, certified by the Tenant, on or before September 15 of each Charter School Fiscal Year, commencing September 15, 2013; (C) on or before March 15 and September 15 of each Charter School Fiscal Year, commencing March 15, 2013, a copy of the semi-annual budget for such semi-annual period and a statement comparing actual expenditures to budgeted expenditures for the immediately preceding semi-annual period, (D) enrollment numbers for each Charter School; (E) copies of any written complaint notifications from the School Board, along with the Tenant's responses thereto, within ten days of receiving such complaint notifications and responding thereto; (F) notices of any meetings in which the Tenant is before the School Board for issues of non-compliance along with the minutes of such meetings and any responses provided by the Tenant; and (g) all information provided pursuant to the Continuing Disclosure Agreement.



(b) Annual Compliance Certificate. The Tenant will deliver to the Trustee within 90 days after the end of each Charter School Fiscal Year a certificate executed by an Authorized Representative of the Tenant stating that:

(i) A review of the activities of the Tenant during such Charter School Fiscal Year and of performance hereunder has been made under his or her supervision; and

(ii) He or she is familiar with the provisions of this Lease and the Tax Certificate, and to the best of his or her knowledge, based on such review and familiarity, the Tenant has fulfilled all of its obligations hereunder and thereunder throughout the Charter School Fiscal Year, and there have been no defaults under this Lease or the Tax Certificate or, if there has been a default in the fulfillment of any such obligation in such Charter School Fiscal Year, specifying each such default known to him or her and the nature and status thereof and the actions taken or being taken to correct such default.

(c) Debt Service Coverage Ratio. Within 30 days of the completion of the Annual Financial Statements, commencing with the Annual Financial Statements for the Charter School Fiscal Year ending June 30, 2013, the Tenant will deliver to the Trustee evidence of the Debt Service Coverage Ratio, which evidence may be in the form of a certificate of a Certified Public Accountant or included in the notes to the Annual Financial Statements. The Tenant covenants to maintain a Debt Service Coverage Ratio for each Charter School Fiscal Year, commencing with the Charter School Fiscal Year ending June 30, 2013, of at least 1.20. If any such Debt Service Coverage Ratio is below 1.20, the Tenant covenants to retain and, at its expense, within one hundred fifty (150) days of the end of such Charter School Fiscal Year, an Independent Consultant to submit a written report and make recommendations (a copy of such report and recommendations shall be filed with the Landlord and the Trustee), within ninety (90) days such Independent Consultant is retained, with respect to revenues or other financial matters of the Tenant which are relevant to increasing the Debt Service Coverage Ratio to at least 1.20. The Tenant agrees to use all commercially reasonable efforts to adopt and follow the recommendations of the Independent Consultant (excepting the instance when an Opinion of Counsel, addressed to the Landlord and the Trustee, is obtained excusing such actions by the Tenant as violative of applicable law). So long as the Tenant engages an Independent Consultant and uses commercially reasonable efforts to follow the Independent Consultant's recommendations as provided above, the Tenant will be deemed to have complied with its covenants hereunder; provided, however, that notwithstanding the foregoing, it shall be a default hereunder regardless of the engagement of an Independent Consultant if the Debt Service Coverage Ratio is below 1.00 for any Charter School Fiscal Year. The Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may waive all or a portion of the requirements of this paragraph by an instrument in writing to the Trustee.

(d) Contracts to Comply with Tax Covenants. Any contract entered into between the Tenant or Landlord and any Independent Consultant pursuant to this Section must meet the requirements of the Tax Certificate and the Code.

(e) Additional Documents Upon Request. The Tenant will provide the Landlord or the Trustee with any of the documents specified in this Section in a timely manner upon request by such party.

**Section 13.6. Authority of Authorized Representative of the Tenant.** Whenever under the provisions of this Lease or the Indenture the approval of the Tenant is required, or the Landlord or the Trustee is required to take some action at the request of the Tenant, such approval or such request shall be made by the Authorized Representative of the Tenant unless otherwise specified in this Lease or the Indenture. The Landlord or the Trustee shall be authorized to act on any such approval or request and the Tenant shall have no complaint against the Landlord or the Trustee as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease or the Indenture by an Authorized Representative of the Tenant shall be on behalf of the Tenant and shall not result in any personal liability of such Authorized Representative.

**Section 13.7. Authority of Authorized Representatives.**

(a) Whenever under the provisions of this Lease or the Indenture the approval of the Landlord is required, or the Tenant or the Trustee is required to take some action at the request of the Landlord, such approval or such request shall be made by the Authorized Representative of the Landlord unless otherwise specified in this Lease or the Indenture. The Tenant or the Trustee shall be authorized to act on any such approval or request and the Landlord shall have no complaint against the Tenant or the Trustee as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease or the Indenture by an Authorized Representative of the Landlord shall be on behalf of the Landlord and shall not result in any personal liability of such Authorized Representative.

(b) Whenever under the provisions of this Lease or the Indenture the consent or approval of the Trustee is required, or the Tenant or the Landlord is required to take some action at the request of the Trustee, such approval or such request shall be made by the Authorized Representative of the Trustee unless otherwise specified in this Lease or the Indenture. The Tenant or the Landlord shall be authorized to act on any such approval, consent or request and the Trustee shall have no complaint against the Tenant or the Landlord as a result of any such action taken in accordance with such approval, consent or request. The execution of any document or certificate required under the provisions of this Lease or the Indenture by an Authorized Representative of the Trustee shall be on behalf of the Trustee and shall not result in any personal liability of such Authorized Representative.

**Section 13.8. Licenses and Qualifications.** The Tenant will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its lessees to comply, with such permits, licenses and other governmental approvals necessary for the uninterrupted and continued operation of its Charter Schools as charter schools under the Charter School Law and any applicable Charter Contracts.

**Section 13.9. Right to Inspect.** Following reasonable notice to the Tenant, at any and all reasonable times during business hours, the Trustee, the Landlord and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Charter Schools and the Leased Property, including all books and records of the Tenant (excluding records the confidentiality of which may be protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however,

that they shall maintain these books and records in confidence unless required by applicable law to do otherwise and it is necessary to distribute the information to some other third party under applicable law.

**Section 13.10. Nonsectarian Use.** The Tenant agrees that it will be nonsectarian in its programs, admission policies and employment practices and all other operations. The Tenant will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, sex, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the Tenant.

**Section 13.11. Limitations on Incurrence of Additional Indebtedness.**

(a) The Tenant shall not incur any Indebtedness secured in whole or in part by a lien on the Project, the Pledged Revenues or the Charter School Revenues on a basis senior to the Bonds.

(b) The Tenant will not incur any additional Indebtedness regardless of the security therefor; except

(i) capital and equipment leases and purchases requiring annual payments, which are not secured in whole or in part by the Project or the Pledged Revenues, requiring annual payments not to exceed the greater of \$75,000 or ten percent (10%) of the Tenant's Charter School Revenues for its most recent Charter School Fiscal Year;

(ii) Indebtedness secured in whole or in part by the Project, the Pledged Revenues or the Charter School Revenues on a parity basis with the Bonds for which evidence is provided to the Trustee that (A) the Tenant's Debt Service Coverage Ratio for the preceding two Charter School Fiscal Years, taking into account for this purpose the additional Indebtedness proposed to be incurred and the refinancing of any Indebtedness to be refinanced with such Indebtedness, would have been at least 1.20, and (B) a report of an Independent Consultant is delivered to the Trustee showing that for the Charter School Fiscal Year following the expected completion of any new facilities to be acquired or constructed with proceeds of such Indebtedness, the Tenant's Debt Service Coverage Ratio will be at least 1.20; provided that in the event that the additional Indebtedness will be incurred for the purpose of financing the acquisition by the Tenant of facilities which it is then leasing, in calculating such Debt Service Coverage Ratio the rental payments made by the Tenant under the lease for such facilities shall not be counted as Operating Expenses for such purpose;

(iii) Indebtedness subordinate to the obligations of the Tenant under this Lease which creates Liens on any portion of the Leased Property, Pledged Revenues, Charter School Revenues or other assets of the Tenant securing such subordinate Indebtedness, so long as such Indebtedness (i) is subordinate to the obligations under this Lease, and is incurred by the Tenant in the ordinary course of business and does not exceed \$100,000 in annual payments; or (ii) is incurred with the written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding.

**Section 13.12. Covenant to Comply with Indenture and Tax Certificate.** The Tenant hereby acknowledges receipt of the Indenture and Tax Certificate, and agrees to be bound by its terms and accepts all obligations and duties imposed thereby.

**Section 13.13. Days Cash on Hand.** On each June 30, commencing June 30, 2013, the Tenant shall have a balance of cash and unrestricted available funds on hand in an amount at least equal to 45 Days Cash on Hand. Within 30 days of the completion of the Annual Financial Statements, the Tenant or the Landlord will deliver to the Trustee evidence of the Days Cash on Hand as of such June 30, which evidence may be in the form of a certificate of a Certified Public Accountant or included in the notes to the Annual Financial Statements.

If the balance of cash and unrestricted available funds on hand is less than an amount at least equal to 45 Days Cash on Hand, the Tenant covenants to retain and, at its expense, within one hundred fifty (150) days of the end of such Charter School Fiscal Year, an Independent Consultant to submit a written report and make recommendations (a copy of such report and recommendations shall be filed with the Landlord and the Trustee), within ninety (90) days such Independent Consultant is retained, with respect to revenues or other financial matters of the Tenant which are relevant to increasing cash and unrestricted available funds on hand to at least 45 Days Cash on Hand. The Tenant agrees to use all commercially reasonable efforts to adopt and follow the recommendations of the Independent Consultant (excepting the instance when an Opinion of Counsel, addressed to the Landlord and the Trustee, is obtained excusing such actions by the Tenant as violative of applicable law). So long as the Tenant engages an Independent Consultant and uses commercially reasonable efforts to follow the Independent Consultant's recommendations as provided above, the Tenant will be deemed to have complied with its covenant hereunder. The Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may waive all or a portion of the requirements of this paragraph by an instrument in writing to the Trustee.

**Section 13.14. Transfer of Assets.** Other than payments and Transfers contemplated by this Lease and/or the Indenture, the Tenant agrees that it will not Transfer Charter School Revenues, other than in the ordinary course of Tenant's business, or other assets related to the Project without the consent of 100% of the holders or Beneficial Owners of the Bonds Outstanding, except for Transfers of assets:

(a) to any Person if prior to the sale, lease or other disposition there is delivered to the Trustee an Officer's Certificate stating that such assets have or will within the next 12 months become inadequate, obsolete, worn out, unsuitable, unprofitable, undesirable or unnecessary and the sale, lease, removal or other disposition thereof will not impair the structural soundness, efficiency, or economic value of the remaining assets of such Tenant or the operation of the Project; or

(b) with respect to any Transfer of assets, to any Person in the ordinary course of the Tenant's business and on terms not less favorable to the Tenant than arm's length; or

(c) to any Person if the aggregate net book value of the assets transferred pursuant to this clause in any five consecutive Charter School Fiscal Years, does not exceed 5% of the net

book value of all assets of the Tenant as shown in the Annual Financial Statements for the most recent Charter School Fiscal Year.

**13.15. Renewals and Extensions of Charter Contracts.** Under the provisions of Florida Statutes §1002.33(7)(b), Tenant has the right to apply to the School Board for an extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all amounts due hereunder and under the Indenture and the Bonds are indefeasibly paid and satisfied in full.

**13.16. Liens.** The Tenant covenants that, except as specifically provided in this Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien (other than Permitted Encumbrances).

#### **ARTICLE XIV DEFAULT**

**Section 14.1. Events of Default.** The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Tenant fails to pay when due any installment of Base Rent or Incremental Rent and such default continues for ten (10) business days after notice of such default is given to Tenant.

(b) Tenant defaults in the observance or performance of any other material term, covenant or condition of this Lease to be observed or performed by Tenant and such default continues for more than 30 days after notice by Landlord to Tenant of such default; provided however, other than with respect to the covenants in Articles X and XII and in Sections 5.1, 5.2(a), 7.3, 13.3, 13.5, 13.11, 13.13, and 13.14 hereof, that if such default is of such nature that it cannot be completely remedied within 30 days, an Event of Default shall not occur if remedial work is timely commenced and is diligently pursued to completion.

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.

(d) If the Leased Property or more than fifty percent (50%) of the area of the Buildings shall become vacated, deserted or abandoned (and the fact that any of Tenant's property remains in the Leased Property shall not be evidence that Tenant has not vacated, deserted or abandoned the Leased Property) for more than thirty (30) days after notice by Landlord to Tenant of such vacation, desertion or abandonment. Without limitation, holidays, school breaks, including summer breaks, do not constitute vacation, desertion or abandonment.

(e) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the Charter Schools or to make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting either from a merger or consolidation of the Tenant into or with another domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 13.3 hereof.

(f) Failure of the Tenant to comply with any covenants contained in the Tax Certificate.

(g) The occurrence of an Event of Default under the Indenture other than an Event of Default under Section 10.02 (a) and (b) of the Indenture when (i) the Tenant is not in default of any of its obligations under the Lease, (ii) the Tenant has made all payments required under this Lease in the amounts and on the dates when due and payable, and (iii) such Event of Default is continuing and results solely from the Trustee's breach of its obligations and duties under the Indenture to make payments due on the Bonds. At any time, the Trustee may cure such breach by making payment on the Bonds as required under the Indenture.

(h) Any representation or warranty made by the Tenant herein or made by the Tenant in any statement or certificate furnished by the Tenant either required hereby or in connection with the execution and delivery of this Lease and the sale and the issuance of the Bonds, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(i) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Tenant, and the Tenant does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(j) The termination of either Charter Contract either by its terms or for any other reason.

#### **Section 14.2. Remedies.**

(a) Upon the occurrence and continuance of an Event of Default, and subject to the terms of the Indenture and the rights of the Trustee, herein, in the Indenture and in the Leasehold Mortgage, the Landlord may at its option and without any obligation to do so, but only with the prior written consent of the Trustee, elect any one or more of the remedies set forth in Subsections 14.2(a)(i)-(ix) below; provided, however, that so long as no remedial action has been taken by the Trustee under Subsections 14.2(a)(i)-(iv) or (vi) hereof, Landlord in its sole

discretion, may cure any Event of Default (other than a re-letting of the Premises), without the prior written consent of the Trustee. Upon the earliest to occur of (A) the date that is 30 days after the date on which the Landlord or the Trustee receives (or is deemed to have received) notice of the occurrence of an Event of Default hereunder and during which 30-day period the Landlord has not taken any remedial action described on this Section 14.2(a), (B) the date that is 30 days after the date on which the Landlord or the Trustee receives (or is deemed to have received) notice of the occurrence of an Event of Default hereunder and during which period the Landlord has requested the Trustee to consent to any proposed remedial action by the Landlord and the Trustee has not so consented, or (C) the date on which the Trustee notifies the Landlord in writing that the Trustee does not consent to any proposed remedial action by the Landlord, the Landlord's right to exercise remedies under this Section 14.2 shall cease (except for any remedies permitted the Landlord under Subsections 14.2(d) and 14.2(g) hereof), the Trustee shall have the sole ability to take remedial actions under this Lease and the Trustee may, at its option and without any obligation to do so, elect any one or more of the remedies set forth in Subsections 14.2(a)(i)-(ix) below:

(i) Declare the Base Rent, Incremental Rent and Net Incremental Rent payable hereunder for the remainder of the term of this Lease to be immediately due and payable, whereupon the same shall become due and payable.

(ii) Only with the prior written consent of the Holders of a majority in aggregate principal amount of all Outstanding Bonds, give to Tenant thirty (30) days' notice of cancellation of this Lease, in which event this Lease and the Term shall come to an end and expire upon the expiration of the noticed period with the same force and effect as if the date set forth in the notice was the expiration date stated herein and Tenant shall then quit and surrender the Leased Property to Landlord, but Tenant shall remain liable for damages as otherwise provided in this Section. Upon such cancellation, Tenant shall quit and surrender the entire Leased Property to Landlord, and Landlord and its agents may re-enter the Leased Property or any part thereof in accordance with applicable legal proceedings and in compliance with all applicable background screening requirements of state and federal law (without being liable to indictment, prosecution or damages therefore), and may repossess the Leased Property and dispossess Tenant and any other Persons from the Premises and remove any and all of their property and effects from the Leased Property.

(iii) Enter and take possession of the Leased Property, or any appropriate part thereof, and/or dispossess Tenant of the Leased Property, without terminating this Lease.

(iv) Re-let or sublease the Leased Premises to one or more tenants, without terminating this Lease and, in connection with such re-letting or sublease, revise, amend or modify the terms of this Lease to facilitate such re-letting or sublease including but not limited to changes in the rent payable hereunder. Landlord agrees to consent to any such revision, amendment or modification to this Lease so long as such revision, amendment or modification (i) does not impose additional duties or obligations on the Landlord, (ii) does not adversely affect the Landlord's rights to indemnification or fees hereunder, (iii) does not extend the Term beyond July 31, 2043; and (iv) does, to the extent

Landlord's duties and obligations under Section 6.3 hereof continue, provide for Incremental Rent, as defined in this Lease.

(v) Collect rentals and enforce all other remedies of the Tenant under any leases of, or assignments or grants of rights to use or occupy, the Leased Property, or any part thereof, but without being deemed to have affirmed the leases, assignments or grants.

(vi) Enter into new leases, assignments and grants on any terms that the Trustee may deem to be suitable for the Leased Property, or any part thereof, which leases, assignments and grants may provide that they shall not be terminated or affected if the Tenant cures the Event of Default. In the event such new lease, assignment or grant does not take the form of a triple net lease, Incremental Rent, as defined by this Lease, shall be provided sufficient to satisfy Landlord's duties and obligations under Section 6.3 hereof.

(vii) The Trustee may realize upon the security interest in the Charter School Revenues and exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida with respect thereto.

(viii) Cure such Event of Default and recover the costs thereof from Tenant, together with interest thereon, at the maximum legal rate permitted by applicable law.

(ix) Take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements, or covenants of the Tenant under this Lease.

(b) Notwithstanding the foregoing, prior to the exercise by the Landlord (with the prior written consent of the Trustee) or the Trustee of any remedy that would prevent the application of this subsection, the Tenant may, at any time, pay all accrued payments hereunder (exclusive of any such payments accrued solely by virtue of declaration pursuant to subsection (a)(i) of this Section) and fully cure all defaults, and in such event, the Tenant shall be fully reinstated to its position hereunder as if such Event of Default had never occurred.

(c) In the event that the Tenant fails to make any payment required hereby, the payment so in default shall continue as an obligation of the Tenant until the amount in default shall have been fully paid.

(d) Whenever any Event of Default has occurred and is continuing under this Lease, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the Landlord under this Article, and the Trustee shall promptly provide written notice of any such remedial actions to the Landlord. In addition, the Trustee shall have available to it all of the remedies prescribed in the Indenture. If the Trustee is not enforcing the Landlord's rights in a manner to protect the Landlord or is otherwise taking action that brings adverse consequences to the Landlord, then the Landlord may, without the consent of the Trustee, take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due to the Landlord under this Lease;



provided that any such action by Landlord shall not interfere with the Trustee's right to receive payments of Base Rent.

(e) Any amounts collected pursuant to action taken under the immediately preceding paragraph after reimbursement of any costs incurred by the Landlord or the Trustee in connection therewith shall be applied in accordance with the provisions of the Indenture.

(f) If the Landlord or the Trustee, shall have proceeded to enforce their rights under this Lease and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Landlord or the Trustee, then and in every such case, the Tenant, the Landlord and the Trustee shall be restored to their respective positions and rights hereunder, and all rights, remedies and powers of the Tenant, the Landlord and the Trustee shall continue as though no such proceedings had been taken.

(g) In the event of a default by Tenant hereunder, Landlord shall not take any remedial action, including, but not limited to, termination of this Lease, acceleration of amounts due hereunder or re-letting the Leased Property, without the prior written consent of Trustee., with the exception that the consent of the Trustee shall not be required for the Landlord to take corrective action to cure a default of the Tenant's maintenance and repair obligations pursuant to Sections 6.3 and 6.4 of this Lease and to recover the costs of same from the Tenant as additional Incremental Rent.

**Section 14.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Landlord or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. Except as set forth in Section 14.2(a) hereof, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Landlord or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein or by applicable law. Such rights and remedies as are given the Landlord hereunder shall also extend to the Trustee, and the Owners, subject to the Indenture.

**Section 14.4. Authority of the Trustee.** Subject only to the requirements of Section 14.2(g), the Trustee may exercise any remedy on behalf of the Landlord without further authorization or notice to Landlord and the Landlord shall act at the direction of the Trustee.

**Section 14.5. No Recourse.** Tenant shall look solely to the interest of Landlord in the Leased Property and the Renewal and Replacement Fund for satisfaction of any remedy it may have against Landlord and shall not look to any other assets of Landlord or of any other person, firm or corporation. There shall be absolutely no personal liability on the part of any present or future council member, officer, agent, employee, or representative of the Landlord, or the like, or any of its successors or assigns, with respect to any obligation of Landlord hereunder.

**Section 14.6. No Money Damages.** Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not

Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord or its members, officers, agents or employees. This Section shall not apply to any consent or approval required to be given by the Landlord at the direction of the Trustee pursuant to the provisions of Article XIV hereof.

**Section 14.7. Landlord's Defaults.** Upon a default by Landlord under this Lease, Tenant shall have all rights and remedies available under the law or in equity, but specifically excluding rights of setoff or abatement as to Charter School Revenues and Base Rent.

**Section 14.8. Waiver of Trial by Jury.** LANDLORD AND TENANT AND THEIR ASSIGNS, INCLUDING THE TRUSTEE, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR OCCUPANCY OF THE LEASED PROPERTY, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

**Section 14.9. Costs and Attorneys' Fees.** If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party shall be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

**Section 14.10. Indemnification.** To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, each party will indemnify and save harmless the other and the Trustee of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Leased Property caused by the negligence, willful misconduct or breach of this Lease by such indemnifying party, its members, officers, agents, employees, business invitees or guests, or arising from such indemnifying party's use of the Leased Property.

**Section 14.11. Waiver.** The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The Landlord shall not waive any term, covenant or condition herein without the prior written consent of the Trustee. The subsequent acceptance of any amounts by Landlord or Trustee shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing by that party.

**Section 14.12. Force Majeure.** With the exception of Tenant's obligation to make any payments required by the terms of this Lease, in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required hereunder, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## **ARTICLE XV MISCELLANEOUS**

**Section 15.1. Brokers.** Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from such claim made by or through the indemnifying party.

**Section 15.2. Assignment and Subletting.** Except for the Leasehold Mortgage and subject to and except as otherwise provided in Article XIV hereof so long as an Event of Default has occurred and is continuing, Tenant shall not have the right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and shall not sublet (or underlet), or permit the Leased Property or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole discretion and with the consent of the Trustee; provided that the Tenant or the Trustee on behalf of the Bondholders, may assign, or otherwise transfer this Lease as permitted under the terms of the Indenture so long as the rent from the assignee or other transferee equals or exceeds fair market rent at that time. Notwithstanding the foregoing, in the event an Event of Default has occurred and is continuing, the Landlord shall consent to any transfer if so directed by the Trustee. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Section shall be void. The consent by Landlord and the Trustee to any assignment, sublease, mortgage, pledge, encumbrance or transfer shall not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

**Section 15.3. Prohibition on Transfer of Real Property.** Notwithstanding anything herein to the contrary, except for the Leasehold Mortgage and except as expressly permitted herein (including without limitation Article XIV herein), neither Landlord nor the Trustee shall permit any sale, conveyance, assignment, transfer, mortgage or lease of their interest in the Leased Property for the duration of the Term.

**Section 15.4. Applicable Law.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue for any and all claims brought hereunder or in connection herewith shall be Orange County, Florida.

**Section 15.5. Estoppels.** Within seven (7) days following request from Landlord, Trustee, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord, (a) stating the Commencement Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Base Rent, the Incremental Rent and any Net Incremental Rent have been paid, together with the amount of monthly Base Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Property, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord or Trustee. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Property.

**Section 15.6. Memorandum of Lease.** Tenant shall not be permitted to record a copy of this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to record a memorandum of this Lease on such Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date and renewal options.

**Section 15.7. Survival.** All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

**Section 15.8. Entire Agreement; Amendments.**

(a) This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof, represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties.

(b) Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties and authorized by the Trustee. Except as expressly permitted by the terms of this Lease, no modification, alteration or amendment shall be made to this Lease which (i) alters the amount or payment dates of Base Rent and Incremental Rent payable to the

Trustee, or (ii) adversely affects the rights of the Landlord or the Trustee under the Indenture to exercise their rights and any remedies with respect to this Lease upon the exercise of an Event of Default (as defined in the Indenture), in each case without the consent of the holders of a majority of the principal amount of the outstanding Bonds.

(c) In the event any provision of this Lease conflicts with a provision of the Indenture, such provision of this Lease shall prevail.

**Section 15.9. Interpretations.** This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

**Section 15.10. Notices.** All notices, demands and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail, return receipt requested, or by a nationally recognized overnight delivery service making receipted deliveries to the addresses first above appearing or to such other addresses as are hereinafter designated by either party to the other. The Trustee shall receive copies of all notices provided hereunder.

**Section 15.11. Relationship of Parties.** The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

**Section 15.12. Third Party Beneficiary.** The parties hereto further acknowledge and agree that the Trustee is a third party beneficiary to the terms of this Lease and may take whatever action at law or in equity it deems necessary to enforce its rights hereunder.

**Section 15.13. Separability.** Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

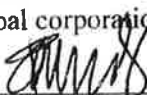
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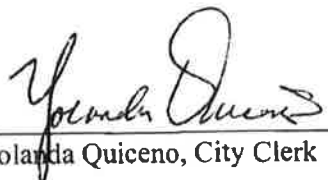
**SIGNATURE PAGE TO LEASE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement on the date first above written.

**LANDLORD:**


**CITY OF BELLE ISLE, FLORIDA**, a Florida municipal corporation

By:   
Keith Severns, City Manager

By:   
Yolanda Quiceno, City Clerk

**TENANT:**

**CITY OF BELLE ISLE CHARTER SCHOOLS, INC.**, a not-for-profit corporation

By:   
William G. Brooks  
President

By:   
Keith Severns, Secretary

**EXHIBIT "A"**

**Legal Description**

**EXHIBIT A**

**Legal Description**

PARCEL A

Lot 1 and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL B

The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL C

Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL D

Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.



AND

PARCEL E

Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL F

Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL G

Lots 10, 11, 12 and 13, of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S HOMESTEAD, more particularly described as follows:

North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9, together with any other interest of party of the first part in and to that part of said Lot 9, lying North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL H

The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida. ALSO DESCRIBED AS:

Begin at a stone at the Northeast corner of land formerly belonging to C.J. SWEET AT PINE CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173 feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF BEGINNING.

AND

PARCEL J-3

Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more particularly described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89 degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page 1, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet; thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF BEGINNING.

AND

PARCEL K-1:

North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida.

AND

PARCEL K-2:

The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-3:

Begin at the Northwest corner of Lot 10, run East 145.0 feet along the North line of Lot 10, thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees 59 minutes 34 seconds East 3.5 feet more or less, to the Northwest corner of the above described Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the Northeast corner of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34 seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest corner of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

From the Northwest corner of Lot 10, run East 145.0 feet along the North line of Lot 10; thence run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING; thence run East 3.5 feet to the Northwest corner of the above described Parcel K-1, thence South 00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast corner of the above described Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest corner of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes 36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-4:

A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 10; thence due East 145.00 feet along the North line of said Lot 10 for a POINT OF BEGINNING; thence continue along said North line, due East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of

said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50 feet to the Northeast corner of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North 00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.

AND

PARCEL K-5

The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K6:

Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K7

The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-8:

The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-9

The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 10:

The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 11

Begin 763 feet East and 250 feet North of the Southwest corner of Lot 10, HARNEY HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE OF BEGINNING.

Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc., a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County, Florida, more particularly described as follows:

A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a point on the East line of lands described in Official Records Book 6253, Page 6532, Public Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10 feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet along said southerly projection to the POINT OF BEGINNING.

AND

PARCEL K12:

Beginning 465 feet East of the Southwest corner of Lot 10, HARNEY HOMESTEAD, in Section 24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and South 250 feet to the POINT OF BEGINNING.

**EXHIBIT "B"**

**Base Rent**

**Exhibit "B"**

**Base Rent Schedule**

| <u>Date</u> | <u>Base Rent Payment*</u> | <u>Date</u> | <u>Base Rent Payment*</u> |
|-------------|---------------------------|-------------|---------------------------|
| 11/1/2012   | 41,152.15                 | 7/1/2017    | 57,908.54                 |
| 12/1/2012   | 41,152.15                 | 8/1/2017    | 57,908.54                 |
| 1/1/2013    | 41,152.15                 | 9/1/2017    | 57,908.54                 |
| 2/1/2013    | 41,152.15                 | 10/1/2017   | 57,828.70                 |
| 3/1/2013    | 41,152.15                 | 11/1/2017   | 57,828.70                 |
| 4/1/2013    | 47,663.56                 | 12/1/2017   | 57,828.70                 |
| 5/1/2013    | 47,663.56                 | 1/1/2018    | 57,828.70                 |
| 6/1/2013    | 47,663.56                 | 2/1/2018    | 57,828.70                 |
| 7/1/2013    | 47,663.56                 | 3/1/2018    | 57,828.70                 |
| 8/1/2013    | 47,663.56                 | 4/1/2018    | 58,075.47                 |
| 9/1/2013    | 47,663.56                 | 5/1/2018    | 58,075.47                 |
| 10/1/2013   | 57,819.77                 | 6/1/2018    | 58,075.47                 |
| 11/1/2013   | 57,819.77                 | 7/1/2018    | 58,075.47                 |
| 12/1/2013   | 57,819.77                 | 8/1/2018    | 58,075.47                 |
| 1/1/2014    | 57,819.77                 | 9/1/2018    | 58,075.47                 |
| 2/1/2014    | 57,819.77                 | 10/1/2018   | 57,953.56                 |
| 3/1/2014    | 57,819.77                 | 11/1/2018   | 57,953.56                 |
| 4/1/2014    | 58,080.23                 | 12/1/2018   | 57,953.56                 |
| 5/1/2014    | 58,080.23                 | 1/1/2019    | 57,953.56                 |
| 6/1/2014    | 58,080.23                 | 2/1/2019    | 57,953.56                 |
| 7/1/2014    | 58,080.23                 | 3/1/2019    | 57,953.56                 |
| 8/1/2014    | 58,080.23                 | 4/1/2019    | 58,196.44                 |
| 9/1/2014    | 58,080.23                 | 5/1/2019    | 58,196.44                 |
| 10/1/2014   | 58,081.76                 | 6/1/2019    | 58,196.44                 |
| 11/1/2014   | 58,081.76                 | 7/1/2019    | 58,196.44                 |
| 12/1/2014   | 58,081.76                 | 8/1/2019    | 58,196.44                 |
| 1/1/2015    | 58,081.76                 | 9/1/2019    | 58,196.44                 |
| 2/1/2015    | 58,081.76                 | 10/1/2019   | 58,152.08                 |
| 3/1/2015    | 58,081.76                 | 11/1/2019   | 58,152.08                 |
| 4/1/2015    | 58,339.08                 | 12/1/2019   | 58,152.08                 |
| 5/1/2015    | 58,339.08                 | 1/1/2020    | 58,152.08                 |
| 6/1/2015    | 58,339.08                 | 2/1/2020    | 58,152.08                 |
| 7/1/2015    | 58,339.08                 | 3/1/2020    | 58,152.08                 |
| 8/1/2015    | 58,339.08                 | 4/1/2020    | 58,152.08                 |
| 9/1/2015    | 58,339.08                 | 5/1/2020    | 58,152.08                 |
| 10/1/2015   | 58,008.33                 | 6/1/2020    | 58,152.08                 |
| 11/1/2015   | 58,008.33                 | 7/1/2020    | 58,152.08                 |
| 12/1/2015   | 58,008.33                 | 8/1/2020    | 58,152.08                 |
| 1/1/2016    | 58,008.33                 | 9/1/2020    | 58,152.08                 |
| 2/1/2016    | 58,008.33                 | 10/1/2020   | 58,066.17                 |
| 3/1/2016    | 58,008.33                 | 11/1/2020   | 58,066.17                 |
| 4/1/2016    | 58,008.33                 | 12/1/2020   | 58,066.17                 |
| 5/1/2016    | 58,008.33                 | 1/1/2021    | 58,066.17                 |
| 6/1/2016    | 58,008.33                 | 2/1/2021    | 58,066.17                 |
| 7/1/2016    | 58,008.33                 | 3/1/2021    | 58,066.17                 |
| 8/1/2016    | 58,008.33                 | 4/1/2021    | 58,300.50                 |
| 9/1/2016    | 58,008.33                 | 5/1/2021    | 58,300.50                 |
| 10/1/2016   | 57,658.13                 | 6/1/2021    | 58,300.50                 |
| 11/1/2016   | 57,658.13                 | 7/1/2021    | 58,300.50                 |
| 12/1/2016   | 57,658.13                 | 8/1/2021    | 58,300.50                 |
| 1/1/2017    | 57,658.13                 | 9/1/2021    | 58,300.50                 |
| 2/1/2017    | 57,658.13                 | 10/1/2021   | 58,053.90                 |
| 3/1/2017    | 57,658.13                 | 11/1/2021   | 58,053.90                 |
| 4/1/2017    | 57,908.54                 | 12/1/2021   | 58,053.90                 |
| 5/1/2017    | 57,908.54                 | 1/1/2022    | 58,053.90                 |
| 6/1/2017    | 57,908.54                 | 2/1/2022    | 58,053.90                 |

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\*Base Rent payments may be reduced to the extent credits are available therefor pursuant to the terms of the Indenture.

**Exhibit "B"**

**Base Rent Schedule**

| <u>Date</u> | <u>Base Rent Payment*</u> | <u>Date</u> | <u>Base Rent Payment*</u> |
|-------------|---------------------------|-------------|---------------------------|
| 3/1/2022    | 58,053.90                 | 11/1/2026   | 57,699.86                 |
| 4/1/2022    | 58,283.60                 | 12/1/2026   | 57,699.86                 |
| 5/1/2022    | 58,283.60                 | 1/1/2027    | 57,699.86                 |
| 6/1/2022    | 58,283.60                 | 2/1/2027    | 57,699.86                 |
| 7/1/2022    | 58,283.60                 | 3/1/2027    | 57,699.86                 |
| 8/1/2022    | 58,283.60                 | 4/1/2027    | 57,900.14                 |
| 9/1/2022    | 58,283.60                 | 5/1/2027    | 57,900.14                 |
| 10/1/2022   | 57,995.94                 | 6/1/2027    | 57,900.14                 |
| 11/1/2022   | 57,995.94                 | 7/1/2027    | 57,900.14                 |
| 12/1/2022   | 57,995.94                 | 8/1/2027    | 57,900.14                 |
| 1/1/2023    | 57,995.94                 | 9/1/2027    | 57,900.14                 |
| 2/1/2023    | 57,995.94                 | 10/1/2027   | 58,191.67                 |
| 3/1/2023    | 57,995.94                 | 11/1/2027   | 58,191.67                 |
| 4/1/2023    | 58,220.73                 | 12/1/2027   | 58,191.67                 |
| 5/1/2023    | 58,220.73                 | 1/1/2028    | 58,191.67                 |
| 6/1/2023    | 58,220.73                 | 2/1/2028    | 58,191.67                 |
| 7/1/2023    | 58,220.73                 | 3/1/2028    | 58,191.67                 |
| 8/1/2023    | 58,220.73                 | 4/1/2028    | 58,191.67                 |
| 9/1/2023    | 58,220.73                 | 5/1/2028    | 58,191.67                 |
| 10/1/2023   | 57,916.67                 | 6/1/2028    | 58,191.67                 |
| 11/1/2023   | 57,916.67                 | 7/1/2028    | 58,191.67                 |
| 12/1/2023   | 57,916.67                 | 8/1/2028    | 58,191.67                 |
| 1/1/2024    | 57,916.67                 | 9/1/2028    | 58,191.67                 |
| 2/1/2024    | 57,916.67                 | 10/1/2028   | 57,973.79                 |
| 3/1/2024    | 57,916.67                 | 11/1/2028   | 57,973.79                 |
| 4/1/2024    | 57,916.67                 | 12/1/2028   | 57,973.79                 |
| 5/1/2024    | 57,916.67                 | 1/1/2029    | 57,973.79                 |
| 6/1/2024    | 57,916.67                 | 2/1/2029    | 57,973.79                 |
| 7/1/2024    | 57,916.67                 | 3/1/2029    | 57,973.79                 |
| 8/1/2024    | 57,916.67                 | 4/1/2029    | 58,159.54                 |
| 9/1/2024    | 57,916.67                 | 5/1/2029    | 58,159.54                 |
| 10/1/2024   | 57,985.02                 | 6/1/2029    | 58,159.54                 |
| 11/1/2024   | 57,985.02                 | 7/1/2029    | 58,159.54                 |
| 12/1/2024   | 57,985.02                 | 8/1/2029    | 58,159.54                 |
| 1/1/2025    | 57,985.02                 | 9/1/2029    | 58,159.54                 |
| 2/1/2025    | 57,985.02                 | 10/1/2029   | 57,777.76                 |
| 3/1/2025    | 57,985.02                 | 11/1/2029   | 57,777.76                 |
| 4/1/2025    | 58,198.31                 | 12/1/2029   | 57,777.76                 |
| 5/1/2025    | 58,198.31                 | 1/1/2030    | 57,777.76                 |
| 6/1/2025    | 58,198.31                 | 2/1/2030    | 57,777.76                 |
| 7/1/2025    | 58,198.31                 | 3/1/2030    | 57,777.76                 |
| 8/1/2025    | 58,198.31                 | 4/1/2030    | 57,955.57                 |
| 9/1/2025    | 58,198.31                 | 5/1/2030    | 57,955.57                 |
| 10/1/2025   | 58,088.17                 | 6/1/2030    | 57,955.57                 |
| 11/1/2025   | 58,088.17                 | 7/1/2030    | 57,955.57                 |
| 12/1/2025   | 58,088.17                 | 8/1/2030    | 57,955.57                 |
| 1/1/2026    | 58,088.17                 | 9/1/2030    | 57,955.57                 |
| 2/1/2026    | 58,088.17                 | 10/1/2030   | 57,923.61                 |
| 3/1/2026    | 58,088.17                 | 11/1/2030   | 57,923.61                 |
| 4/1/2026    | 58,295.16                 | 12/1/2030   | 57,923.61                 |
| 5/1/2026    | 58,295.16                 | 1/1/2031    | 57,923.61                 |
| 6/1/2026    | 58,295.16                 | 2/1/2031    | 57,923.61                 |
| 7/1/2026    | 58,295.16                 | 3/1/2031    | 57,923.61                 |
| 8/1/2026    | 58,295.16                 | 4/1/2031    | 58,093.06                 |
| 9/1/2026    | 58,295.16                 | 5/1/2031    | 58,093.06                 |
| 10/1/2026   | 57,699.86                 | 6/1/2031    | 58,093.06                 |

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\*Base Rent payments may be reduced to the extent credits are available therefor pursuant to the terms of the indenture.



**Exhibit "B"**

**Base Rent Schedule**

| <u>Date</u> | <u>Base Rent Payment*</u> | <u>Date</u> | <u>Base Rent Payment*</u> |
|-------------|---------------------------|-------------|---------------------------|
| 7/1/2031    | 58,093.06                 | 3/1/2036    | 58,025.00                 |
| 8/1/2031    | 58,093.06                 | 4/1/2036    | 58,025.00                 |
| 9/1/2031    | 58,093.06                 | 5/1/2036    | 58,025.00                 |
| 10/1/2031   | 58,050.00                 | 6/1/2036    | 58,025.00                 |
| 11/1/2031   | 58,050.00                 | 7/1/2036    | 58,025.00                 |
| 12/1/2031   | 58,050.00                 | 8/1/2036    | 58,025.00                 |
| 1/1/2032    | 58,050.00                 | 9/1/2036    | 58,025.00                 |
| 2/1/2032    | 58,050.00                 | 10/1/2036   | 57,879.64                 |
| 3/1/2032    | 58,050.00                 | 11/1/2036   | 57,879.64                 |
| 4/1/2032    | 58,050.00                 | 12/1/2036   | 57,879.64                 |
| 5/1/2032    | 58,050.00                 | 1/1/2037    | 57,879.64                 |
| 6/1/2032    | 58,050.00                 | 2/1/2037    | 57,879.64                 |
| 7/1/2032    | 58,050.00                 | 3/1/2037    | 57,879.64                 |
| 8/1/2032    | 58,050.00                 | 4/1/2037    | 57,987.03                 |
| 9/1/2032    | 58,050.00                 | 5/1/2037    | 57,987.03                 |
| 10/1/2032   | 57,916.12                 | 6/1/2037    | 57,987.03                 |
| 11/1/2032   | 57,916.12                 | 7/1/2037    | 57,987.03                 |
| 12/1/2032   | 57,916.12                 | 8/1/2037    | 57,987.03                 |
| 1/1/2033    | 57,916.12                 | 9/1/2037    | 57,987.03                 |
| 2/1/2033    | 57,916.12                 | 10/1/2037   | 58,085.94                 |
| 3/1/2033    | 57,916.12                 | 11/1/2037   | 58,085.94                 |
| 4/1/2033    | 58,067.22                 | 12/1/2037   | 58,085.94                 |
| 5/1/2033    | 58,067.22                 | 1/1/2038    | 58,085.94                 |
| 6/1/2033    | 58,067.22                 | 2/1/2038    | 58,085.94                 |
| 7/1/2033    | 58,067.22                 | 3/1/2038    | 58,085.94                 |
| 8/1/2033    | 58,067.22                 | 4/1/2038    | 58,180.73                 |
| 9/1/2033    | 58,067.22                 | 5/1/2038    | 58,180.73                 |
| 10/1/2033   | 57,762.79                 | 6/1/2038    | 58,180.73                 |
| 11/1/2033   | 57,762.79                 | 7/1/2038    | 58,180.73                 |
| 12/1/2033   | 57,762.79                 | 8/1/2038    | 58,180.73                 |
| 1/1/2034    | 57,762.79                 | 9/1/2038    | 58,180.73                 |
| 2/1/2034    | 57,762.79                 | 10/1/2038   | 58,142.65                 |
| 3/1/2034    | 57,762.79                 | 11/1/2038   | 58,142.65                 |
| 4/1/2034    | 57,903.88                 | 12/1/2038   | 58,142.65                 |
| 5/1/2034    | 57,903.88                 | 1/1/2039    | 58,142.65                 |
| 6/1/2034    | 57,903.88                 | 2/1/2039    | 58,142.65                 |
| 7/1/2034    | 57,903.88                 | 3/1/2039    | 58,142.65                 |
| 8/1/2034    | 57,903.88                 | 4/1/2039    | 58,224.02                 |
| 9/1/2034    | 57,903.88                 | 5/1/2039    | 58,224.02                 |
| 10/1/2034   | 57,926.39                 | 6/1/2039    | 58,224.02                 |
| 11/1/2034   | 57,926.39                 | 7/1/2039    | 58,224.02                 |
| 12/1/2034   | 57,926.39                 | 8/1/2039    | 58,224.02                 |
| 1/1/2035    | 57,926.39                 | 9/1/2039    | 58,224.02                 |
| 2/1/2035    | 57,926.39                 | 10/1/2039   | 58,083.33                 |
| 3/1/2035    | 57,926.39                 | 11/1/2039   | 58,083.33                 |
| 4/1/2035    | 58,056.94                 | 12/1/2039   | 58,083.33                 |
| 5/1/2035    | 58,056.94                 | 1/1/2040    | 58,083.33                 |
| 6/1/2035    | 58,056.94                 | 2/1/2040    | 58,083.33                 |
| 7/1/2035    | 58,056.94                 | 3/1/2040    | 58,083.33                 |
| 8/1/2035    | 58,056.94                 | 4/1/2040    | 58,083.33                 |
| 9/1/2035    | 58,056.94                 | 5/1/2040    | 58,083.33                 |
| 10/1/2035   | 58,025.00                 | 6/1/2040    | 58,083.33                 |
| 11/1/2035   | 58,025.00                 | 7/1/2040    | 58,083.33                 |
| 12/1/2035   | 58,025.00                 | 8/1/2040    | 58,083.33                 |
| 1/1/2036    | 58,025.00                 | 9/1/2040    | 58,083.33                 |
| 2/1/2036    | 58,025.00                 | 10/1/2040   | 57,807.31                 |

B-3

\*Base Rent payments may be reduced to the extent credits are available therefor pursuant to the terms of the Indenture.

**Exhibit "B"**

**Base Rent Schedule**

| <u>Date</u>   | <u>Base Rent Payment*</u> | <u>Date</u> | <u>Base Rent Payment*</u> |
|---------------|---------------------------|-------------|---------------------------|
| 11/1/2040     | 57,807.31                 |             |                           |
| 12/1/2040     | 57,807.31                 |             |                           |
| 1/1/2041      | 57,807.31                 |             |                           |
| 2/1/2041      | 57,807.31                 |             |                           |
| 3/1/2041      | 57,807.31                 |             |                           |
| 4/1/2041      | 57,859.36                 |             |                           |
| 5/1/2041      | 57,859.36                 |             |                           |
| 6/1/2041      | 57,859.36                 |             |                           |
| 7/1/2041      | 57,859.36                 |             |                           |
| 8/1/2041      | 57,859.36                 |             |                           |
| 9/1/2041      | 57,859.36                 |             |                           |
| 10/1/2041     | 116,581.92                |             |                           |
| 11/1/2041     | 116,581.92                |             |                           |
| 12/1/2041     | 116,581.92                |             |                           |
| 1/1/2042      | 116,581.92                |             |                           |
| 2/1/2042      | 116,581.92                |             |                           |
| 3/1/2042      | 116,581.92                |             |                           |
| 4/1/2042      | 116,618.08                |             |                           |
| 5/1/2042      | 116,618.08                |             |                           |
| 6/1/2042      | 116,618.08                |             |                           |
| 7/1/2042      | 116,618.08                |             |                           |
| 8/1/2042      | 116,618.08                |             |                           |
| 9/1/2042      | 116,618.08                |             |                           |
| <b>TOTAL:</b> | <b>21,429,494.25</b>      |             |                           |

B-4

*\*Base Rent payments may be reduced to the extent credits are available therefor pursuant to the terms of the indenture.*

## **EXHIBIT "C"**

### **Incremental Rent**

Subject to adjustment as set forth below, the annual Incremental Rent payable to the Landlord shall equal \$700 multiplied by the total enrolled students for that year for the Charter Schools less the total Base Rent payable for that year. The number of total enrolled students for any given school year shall be that number determined by the Tenant and verified by the School Board (Student Count) in February of each such school year. Prior to the February Student Count, the Tenant shall use, first the unofficial student count reported to the School Board and then the October Student Count, as verified by the School Board. After the February Student Count is finalized, adjustments to the remaining monthly Net Incremental Rent payments due for the year shall be made to reach the applicable annual Net Incremental Rent due.

In the event of an assignment, sublease, or other transfer of interest of the Tenant, other than to another charter school, the Incremental Rent shall be the highest amount calculated as Incremental Rent at any time prior to such transfer.

*ORL 298,216,892v17 9-24-12*







1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do  
4 hereby certify that the above and foregoing Resolution No. 18-02 was duly and  
5 legally passed and adopted by the Belle Isle City Council in session  
6 assembled, at which session a quorum of its members were present on the  
7 \_\_\_\_\_ day of April, 2018.

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Yolanda Quiceno, City Clerk

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

**Meeting Date:** April 3, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Surplus of Property, Resolution 18-03

**Background:** The City purchased a new vehicle for Code Enforcement as budgeted and approved by Council in the Capital Improvement Plan for 2017-18. The smart car is now surplus.

In accordance with Section 2-221, the city council shall have the discretion to classify as surplus any of the city's property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Any such determination of the council that such property is surplus shall also estimate the value of such property, and Section 2-224, If the estimated value of property determined by the council to be surplus is greater than \$100.00 but less than \$5,000.00, the city manager shall dispose of such property by (1) Soliciting three bids for the property; or (2) Public auction, after publication of notice not less than one week or more than two weeks prior to the sale in a newspaper having general circulation. It is the intent to solicit at least three bids.

**Staff Recommendation:** Pass Resolution 18-03 for the sale of surplus property

**Suggested Motion:** I move to adopt Resolution 18-03, sale of surplus property

**Alternatives:** Do not adopt the resolution

**Fiscal Impact:** \$3,700 to \$5,700 in Revenue (KBB quote)

**Attachments:** Resolution 18-03, KBB Quote



Home > What's My Car Worth > Category & Style > Options & Condition > Passion Hatchback Coupe 2D

Trade In to a Dealer

Get an Instant Cash Offer

Sell to a Private Party

Private Party Range  
**\$3,698 - \$5,737**  
Private Party Value  
**\$4,718**



1 Important info & definitions

Track this car's values

Valid for ZIP Code 32809 through 03/29/2018  
Write a review on your 2009 smart

Value Based on:

Fair

Good

Very Good

Excellent

**Sell Your Current Car**

Reach millions of buyers on KBB.com and AutoTrader.com

Place an ad

**New Cars You Might Like**



2018 Mitsubishi Mirage

2018 Chevrolet Spark

2017 Ford Fiesta

**Get an Instant Cash Offer**

Local dealers are ready to buy your current car

**See Local Prices**

(1 fortwo Listings Found)

**Give Buyers Confidence**

Show them a clean AutoCheck vehicle history report

**Sell Your Current Car**

**Next Steps: Find a Car**

Browse reviews, photos, specs and more.

See what you should pay



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

**Meeting Date:** April 3, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Resolution 18-04 and 18-05 to authorizing purchase of equipment by piggybacking on OCPS contracts

**Background:** The City is responsible for the repair and/or replacement of HVAC and roofing for the Cornerstone Charter Academy (CCA). OCPS has already bid contracts for both roofing and HVAC. I have reviewed both contracts and finds they are satisfactory and meet the requirements for the City's purchasing policy. I contacted OCPS Procurement Division and they said it would be OK to piggyback off their contracts. The pricing is competitive and comparable to other estimates and contracts.

**Staff Recommendation:** Approve Resolution 18-04 and 18-05 to authorizing the City to piggyback on the OCPS contracts for HVAC and Roofing and authorize the City Manager to issue purchase orders for the purchase of services related to the contracts.

**Suggested Motion:** I move that we approve Resolutions 18-04 and 18-05 authorizing the City to piggyback on OCPS contracts for HVAC and Roofing services

**Alternatives:** Do not approve and have the City conduct the City's own bidding process.

**Fiscal Impact:** As per OCPS contract and City CIP

**Attachments:** Resolution 18-04 and 18-05



1 WHEREAS, the contract with Trane US will expire in May 2018; and

2  
3 WHEREAS, OCPS has received bids from other vendors that are currently under review for  
4 Award; and

5  
6 WHEREAS, the City desires to Piggyback the existing Agreement between OCPS and  
7 Contractor, to obtain competitive pricing for Services; and

8  
9 WHEREAS, OCPS has authorized the City of Belle Isle to piggyback on any or all of their HVAC  
10 contracts; and

11  
12 WHEREAS, the City Council has determined that it is in the City's best interests to  
13 approve the issuance of a purchase order to Contractor for provision of Services.

14  
15 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA:

16  
17 Section 1: Authority of City Manager. The City Council of the City of Belle Isle, Florida,  
18 hereby authorize the City Manager to issue Purchase Orders to Trane US, Inc., or other  
19 vendor approved by OCPS after May 2018, piggybacking an agreement between OCPS and  
20 Trane US, Inc., under *ITB No. 302039- HVAC, Chiller & Preventive Maintenance*, to provide  
21 and install HVAC equipment and accessories



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**RESOLUTION NO. 18-05**

**A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ANY OR ALL VENDORS APPROVED BY ORANGE COUNTY PUBLIC SCHOOLS FOR ROOFING SERVICES, PIGGYBACKING ORANGE COUNTY PUBLIC SCHOOL DISTRICT ITB NO. 1410214; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, the City of Belle Isle, a Florida municipal corporation (the "City") has the legal authority under F.S. §287.056 to "piggyback" onto a contract procured pursuant to by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, in accordance with Section 5-12 of the City Code and the City Purchasing Policy, adopted by the City Council on December 16, 2016, the City Manager may purchase supplies or services from current contracts of other governmental agencies ("Piggyback"), with City Council approval on any such purchase which exceeds Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, on November 20, 2014, the Orange County Public School District (OCPS) issued *ITB No. 1410214- Roofing Services*, requesting bids from qualified vendors to provide roofing services for the repair and installation of various types of roofing systems ("Services"); and

WHEREAS, on January 14, 2015, OCPS awarded contracts to vendors listed at Exhibit A ("Contractor"); and

1 WHEREAS, the City desires to Piggyback the existing Agreement between OCPS and  
2 Contractor, to obtain competitive pricing for Services; and

3  
4 WHEREAS, OCPS has authorized the City of Belle Isle to piggyback on any or all of their roofing  
5 services contracts; and

6  
7 WHEREAS, the City Council has determined that it is in the City's best interests to approve  
8 the issuance of a purchase order to Contractor for provision of Services.

9  
10 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA:

11  
12 Section 1. Authority of City Manager. The City Council of the City of Belle Isle,  
13 Florida, hereby authorize the City Manager to issue Purchase Orders to those  
14 vendors listed in Exhibit A, piggybacking an agreement between OCPS and vendors  
15 listed in Exhibit A, under *ITB No. 1410214- Roofing Services*, to provide roofing  
16 services for the repair and installation of various types of roofing systems

17  
18 Section 2. Effective Date. This Resolution shall be effective upon adoption.

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20 \_\_\_\_\_  
21 LYDIA PISANO, MAYOR

22 Attest: \_\_\_\_\_  
23 Yolanda Quiceno, City Clerk

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Approved as to form and legality  
Kurt Ardaman, City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that  
the above and foregoing Resolution No. 18-05 was duly and legally passed and adopted by the Belle Isle  
City Council in session assembled, at which session a quorum of its members were present on the  
\_\_\_\_\_ day of April, 2018.

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Yolanda Quiceno, City Clerk



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**RESOLUTION NO. 18-05**

**EXHIBIT A**



**ORANGE COUNTY PUBLIC SCHOOLS**  
**FACILITIES & CONSTRUCTION CONTRACTING**

6501 Magic Way, Orlando, FL 32809 Telephone 407.317.3700 Fax 407.317.3765

January 14, 2015

**NOTICE OF AWARD**

**RE: SCHOOL BOARD APPROVAL**

The School Board of Orange County meeting in official session on **January 13, 2015**, voted to award the bid for **Roofing Services, ITB1410214**, to the following company(s) at the prices listed on the bid tabulation sheet.

AMC Capital Constructors, Inc. **(Primary)**  
Atlas Apex Roofing, LLC **(Primary)**  
R.F. Lusa & Sons Sheetmetal, Inc. **(Primary)**  
Bel-Mac Roofing, Inc. **(Alternate)**

The initial contract period shall be from February 1, 2015 through February 1, 2017.

This letter is notification of award only. Do not ship or order materials without an authorized purchase order. Purchase orders shall be placed as needed by Orange County Public School personnel and delivery must be completed within the time specified in the bid.

Upon receipt of this letter, please submit a current certificate of insurance to Facilities & Construction Contracting at the address above.

Regards,

A handwritten signature in cursive script, appearing to read 'Jill M. Poolman'.

Jill M. Poolman  
Facilities & Construction Contracting  
**The School Board of Orange County, Florida**  
(Orange County Public Schools)

**Belle Isle Issues Log  
4/3/2018**

| <u>Issue</u>   | <u>Description</u>  | <u>Start Date</u> | <u>POC</u> | <u>Expected Completion Date</u>           | <u>Completed Action</u>   | <u>Next steps</u>   |
|--|---|-------------------|------------|---|---|---|
| NPDES Reporting  | Prepare NPDES TMDL Plan and MS4 Reporting to State  | 10/1/2016         | CM         | 31-Dec-17<br><br><b>Completed 11/9/17</b> | City Manager and Engineer made corrections to the plan. State Accepted MS4 Plan. Now yearly plan update. <b>FDEP audit was satisfactory.</b>  | <b>This issue is closed. Will be removed from log.</b>  |
| Cornerstone Charter Academy Stormwater Discharge issue | In November, Orange County made City aware of turbidity issue with storm water discharge from CCA Property to OC Storm pipe. OC may fine City is not corrected.   | 1/11/2016         | CM/CE      | 4/30/2018                                 | Water sampling revealed that there are high levels of nitrogen causing algae blooms. OCEPD reviewing fertilizer put on the field. Harris Engineering to use GPR to find any unrecorded pipes. City will divert water from drainage ditch to Wallace Field | <b>Need to purchase materials and build system.</b>   |
| Gene Polk Park (Delia Beach)                           | Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem. | 4/3/2017          | CM/CE      | 9/30/2018                                 | CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.   | Construction plans are complete. <b>Contract documents are prepared for bid. Agenda item for 17 April</b>   |
| Street Paving  | Council approved project for paving several streets in the City. Middlesex Paving is the contractor   | 8/12/2017         | PW/CM      | 9/30/2017<br>Completed                    | Paving of Windsor Place, Lake Conway East, Venetian, Peninsula, and McCawley completed.   | Projects complete for 2016-17 Budget. Start to look at paving other streets for FY2017-18 Budget.   |
| Storm Drainage   | Several individual projects are being looked at to complete. St. Partens, McCawley Ct., Swann Beach, 3101 Trentwood.  | 4/3/2017          | PW/ENG     | 5/31/2018                                 | City Manager determined areas that need to have a priority of work for stormwater fixes. Working with the Engineer to address these areas   | Construction plans being developed for St. Partins, Wind Drift, Nela Ave, and area near St. Moritz , and Dorian Ave. FEMA Funding requested                   |
| Traffic Studies  | Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.  | 4/3/2017          | CM/Eng.    | 12/31/2018                                | Trentwood Study completed. Temporary Speed Humps are installed on Flowertree and Trentwood.   | <b>Mattamy Homes is now considering funding a new chicane. One more speed hump to be added to Trentwood/Flowertree. Traffic Management Plan (Agenda Item)</b> |
| Fountain at Nela/Overlook                              | Council approved funding to convert the planter at Nela/Overlook to a fountain.   | 4/3/2017          | CM         | 8/31/2018                                 | Contacting fountain installers for quotes. Art work to be contest for residents. Initial Quotes received were for \$75K and \$51K without art work. CM to receive new quote based on new Scope of Work  | G'Werks to do fountain. Centerpiece ordered (12-14 weeks). Should see demo of roundabout soon.  |

**Belle Isle Issues Log  
4/3/2018**

|                              |  |                  |                          |                  |   |   |
|------------------------------|--|------------------|--------------------------|------------------|---|---|
| Standardize Park Signage     | Council held a workshop on June 14 to discuss park issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.  | 6/14/2017        | CM                       | 9/30/2018        | New signs will be made and replace the current signs for parks. Meeting with sign maker on August 1st. New signs in for design  | Next year budget item   |
| Standardize Boat Ramp Signs  | Council held a workshop on June 14 to discuss boat ramp issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.   | 6/14/2017        | CM                       | 6/30/2018        | New signs will be made and replace the current signs for ramps. Perkins and Venetian ramps will have same rules. Lake level closure decided. New signs in for design. Sign Maker making new Perkins Ramp Sign. Venetian being designed. Fence at Venetian installed.      | <b>Venetian sign is being made. Perkins sign to be installed after roadway improvement. Perkins roadway and parking area scheduled for improvement</b>                              |
| Wallace/Matchett Area        | City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2. | 6/14/2017        | Dist.2<br>Comm and<br>CM | 9/30/2018        | Fence quotes received. Zoning change in progress. Agreement for CCA use of the field being sent to school (waiting school response)   | <b>Meeting held with residents in area. Fence for Wallace Field ordered.</b>  |
| Perkins Boat Ramps           | Council discussed issues at June 14 meeting for Perkins ramp . Rules need to be put in place according to Ordinance 18-20. Perkins also needs to be upgrade with new fencing, ramp construction and road and dock construction. New drainage also needs to be installed. Council allocated \$38,.000 to drainage.  | 4/3/2017         | CM                       | 12/31/2017       | Closure level agreed upon. New sign is at sign maker. Fencing is delayed due to lack of materials (wood). Starting the process to complete other issues (drainage, fill in the void at end of the ramp, wheel stops on ramp, trailer parking). New fence at Perkins Ramp. | <b>Dock is completed. Working to surveyor to place gauge. New cost to place stone on driveway - \$67,000. Void at end of ramp to be filled and wheel blocks to be put in place.</b> |
| City acquisition of Property | <b>Council discussed possibility of acquiring parcels within the City and directed City staff look at</b>  | <b>3/20/2018</b> | <b>CM</b>                | <b>8/31/2018</b> | <b>Staff is identifying possible parcels for purchase or other means of acquiring property.</b>   | <b>Identify properties of interest.</b>   |

**Belle Isle Issues Log  
4/3/2018**

|                            |  |                  |            |                            |   |   |
|----------------------------|--|------------------|------------|----------------------------|---|---|
| Charter                    | There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.   | 4/3/2017         | CM         | Ongoing                    | Once CFP is developed, then a joint agreement will be developed outlining which entity is responsible for maintenance costs.  | CIP complete except for funding questions. CCA considering purchase of property. <b>Agenda Item</b> |
| Short Term Rental          | <b>Council discussed short term rentals and directed staff prepare paper for April 17 Meeting</b>  | <b>3/20/2018</b> | <b>CM</b>  | <b>8/31/2018</b>           | <b>Staff is preparing information on short term rentals.</b>  | <b>Agenda item for April 17.</b>  |
| Strategic Plan             | The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan.   | 4/3/2017         | Council/CM | Ongoing                    | Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan. | <b>Need guidance from council on when they want to do planning.</b>                                 |
| Bird Sanctuary Designation | The City has an ordinance designating Belle Isle as a Bird Sanctuary; however it is not recognized by the state (FWC). In speaking with the FWC Regional Director, the city has not applied for the designation IAW Florida Statutes. The Council would like to have BI recognized as a bird sanctuary hoping that it will protect many of the birds that call Lake Conway home. | 4/3/2017         | CM         | 12/31/2017                 | Application completed per Florida Statutes and sent to FWC for consideration at FWC January Meeting. New ordinance adopted IAW FWC guidelines and FAL 68a-19.002  | <b>Appeal in progress.</b>  |
| Social Media Policy        | City Council expressed concerns that there were postings to social media sites that were not representative of the City government views. The Council requested a social media policy be developed.  | 4/3/2017         | CM         | <b>Completed 7/18/2017</b> | Policy drafted. Council review on 7/18/17. Council adopted policy on 7/18/17 Applications received for social media Specialist. CM to review applications and schedule interviews.  | <b>Update at meeting</b>  |
| Municipal Code Update      | The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.   | 4/3/2017         | CM/CC      | Ongoing                    | Meet with consultant to determine what was done and what is left to do.   | It was determined that no code revisions have been completed. In progress                           |

**Belle Isle Issues Log  
4/3/2018**

|                   |   |            |                       |            |  |   |
|-------------------|---|------------|-----------------------|------------|--|---|
| Charter Review    | The City Council started the process of reviewing the charter for changes. The Council held two workshops and needs to finish the changes in time to be placed on the next ballot.  | 12/1/2016  | Council/CM            | 3/31/2018  | Set another workshop to review changes made and to finish the Charter review. Revisions completed by CA.   | <b>Completed. Will be removed from log.</b>   |
| Comp Plan Updates | The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan. In March, the consultant told the Council that the plan is up to date and no changes are necessary. CM believes that changes are needed. They could be made anytime. | 3/1/2017   | Council Planner<br>CM | Ongoing    | Meet with consultant to determine what was done and what is left to do.  | Any changes should go to P&Z Board for recommendation to Council. No changes were made. Comp Plan review started by CM                    |
| Annexation        | Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.  | 4/3/2017   | Council CM            | 12/31/2017 | Council to determine the priority to annex especially with the establishment of the Pine Castle Urban Center on S. Orange Ave. CA provided information to Council on annexation. Workshop should be scheduled to discuss | Workshop held on 1/11/18. Council discussion at February meeting. Staff reviewed documents. <b>Report is being compiled</b>               |
| Sustainability    | Council discussed sustainability and energy initiatives.  | 4/3/2017   | CM                    | 12/31/2107 | Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)  | Due to hurricane installation is delayed until March 1.   |
| Tree Issues       | There have been several issues regarding trees, tree care, and concerns on landscaping requirements to save trees. The City recently created a Tree Advisory Board that will review the standards of tree care and the processes involved in tree care, removal, and protection.  | 11/21/2017 | CM<br>Tree Board      | 3/31/2018  | Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection.   | <b>Tree ordinance back to Tree Board for further changes. Tree Board made other changes. Council to review changes at May 1st meeting</b> |