



# city council agenda

**Agenda**  
**January 15, 2019 \* 6:30 PM**  
**City Council Meeting**  
**City Hall Chambers 1600 New Avenue**

Lydia Pisano Mayor	Kurt Ardaman City Attorney	Bob Francis City Manager	Ed Gold District 1	Anthony Carugno District 2	Jeremy Weinsier District 3	Mike Sims District 4	Harv Readey District 5	Jim Partin District 6	Sue Nielsen District 7
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## Welcome

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Ed Gold, Commissioner District 1
3. Consent Items

- [a.](#) Approval of the City Council meeting minutes – December 4, 2018
  - [b.](#) Approval of the City Council workshop minutes – December 14, 2018
  - [c.](#) Approval of the City Council workshop minutes – December 28, 2018
  - [d.](#) Approval of Line of Credit from previous year

#### 4. 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.

#### 5. Unfinished Business

- [a.](#) Reimbursement of Attorney Fees - Commissioner Nielsen
  - [b.](#) Update on Cross Lake Purchase

#### 6. New Business

- [a.](#) Approval of Lance Settlement Agreement
  - [b.](#) Approval of Lot Split for 7020 Seminole (Lance Property)
  - [c.](#) Approval of Landscape Bid
  - [d.](#) Approval of Wallace Field Use Agreement with CCA
  - [e.](#) Discuss proposed change to ordinance adoption process (BIMC Section 3.11 Ordinances)
  - [f.](#) Appointments to MetroPlan Orlando Committees
  - [g.](#) Approval of Supervisor of Elections Use Agreement Contract for the March 12th, 2019 Municipal Election

#### 7. Attorney Report

#### 8. City Manager Report

- [a.](#) Discuss the disposition of Beacon House (green building) at CCA
  - [b.](#) Issues Log update
  - [c.](#) Nav Board meeting update
  - [d.](#) Chief's Report

#### 9. Mayor's Report

- [a.](#) Grease Bins and Composting

#### 10. Council Report

#### 11. Adjournment

"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 Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 144



## city council minutes

**MINUTES**  
**December 4, 2018**  
**Regular Session 6:30 pm**

The Belle Isle City Council met in a regular session on December 4, 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  
Commissioner Gold  
Commissioner Anthony Carugno  
Commissioner Mike Sims  
Commissioner Jim Partin  
Commissioner Sue Nielsen

Absent was:

Commissioner Harv Readey  
Commissioner Jeremy Weinsier

Also present were City Manager Bob Francis, Attorney Kurt Ardaman, Chief Houston, CSO Rabeau, Code Enforcement Officer Winters and City Clerk Yolanda Quiceno.

### **CALL TO ORDER**

Mayor Pisano called the City Council Regular Session to order at 6:30 pm and the City Clerk confirmed quorum. Commissioner Nielsen gave the invocation and led the Pledge to the flag.

Mayor Pisano moved some of the agenda items to the beginning of the meeting. Mayor Pisano read a Proclamation celebrating former Mayor Ross Tibbits Dexter and presented the Proclamation to the Dexter family.

### **SWEAR-IN OF OFFICER RODRIGUEZ AND CSO CLARK AND RABEAU**

Chief Houston welcomed and sworn-in Officer Andy Rodriguez, CSO Malik Clark, and CSO Matthew Rabeau.

Mayor Pisano shared and presented Chief Houston with an award for the successful completion of the Chief Executive Seminar presented by the Florida Department of Law Enforcement and signed by Governor Scott.

### **APPEAL OF PARKING CITATIONS**

Mayor Pisano opened the Hearing and discussion on the appeals of parking citations.

City Manager Francis said as per the City Code any person may appeal a parking citation by providing a request in writing to the City to excuse a parking ticket. He recognized R. Witkins and T. Phuoc.

- Appeal of Parking Citation – R. Witkins

Laura Heatwole Attorney and property owner of 5375 Chiswick Circle and Ray Witkins residing at 5375 Chiswick Circle addressed the appeal of the citation received for not having a license plate on the vehicle while parked on the driveway. Ms. Heatwole is requesting dismissal of the ticket due to the lack of consistency with the Code and failure to give notice per Section 30-32 of the City Code. Also, the ticket is not in conformity with the current Code with improper timelines and citation fees. In conclusion, she believes this does not rise to the level that the Code wants to govern. The owner of the vehicle was in the process of transferring the plates to the new vehicle. She stated that it did not make sense to incur other charges when the value of the vehicle that was cited by Car Max was \$200. The vehicle since then has been moved and no longer on the property. She is requesting dismissal of the ticket and a refund of the \$35.00 fee for the appeal.

Chief Houston said the ticket issued does reflect the old code, and since it is not in compliance, she is requesting that the ticket is dismissed.

Comm Nielsen stated that the ticket was issued by having no tag on the vehicle. The applicant has addressed the inconsistencies on the ticket, however; State Law requires that all vehicles have a tag or it will be in violation. Chief Houston

did note that the CSO was tasked to enforce and issue tickets on all abandoned vehicle on private property in the City as was acting in good faith.

Comm Carugno asked why there are two different addresses. Ms. Heatwole said that the applicant does own other properties however they do reside at 5375 Chiswick Circle.

**Comm Gold motioned to dismiss the citation issued to Ray Witkins and refund the \$35.00 fee.**

**Comm Carugno seconded the motion which passed unanimously 5:0.**

- Appeal of Parking Citation – Phuoc Tran

Tran Phuoc residing at 7307 Lake Drive presented his case and stated that his son has been issued two tickets for exceeding the number of vehicles on his property and three tickets for vehicles with no tags. He has two sons, two daughters-in-law and his mother living at his home. Each of the members in his household has vehicles, including himself and his wife, and he was not aware that he was limited to the number of cars allowed on his property and believes this not to be a fair violation.

CSO Rabeau stated that he informed the applicant before giving them a citation for the number of vehicles that are over the limit and with no tags per the Code. He said he gave them a time frame to correct and when he returned the vehicles were still on the property and he cited them accordingly.

Code Enforcement Officer Winters stated that this is not the first time this property owner was cited for numerous vehicles on the property, parking on grass and for no tags. She stated that the appellant was issued tickets for the same violations prior on November 2017, December 2017, January 2018, February 2018 and November 2018. She and Officer Rabeau spoke with the resident at their home and on the phone, and they said they would remove the vehicles as advised. As a clarification, Ms. Winters said according to the code any home with four or more bedrooms is allowed six vehicles.

Robert Tran residing at 7307 Lake Drive said he spoke with CSO Rabeau and explained why he had the vehicles on the property. He stated that that officer said if the vehicles were parked in reverse and the tags were not visible it may give him more time.

Tina Wynn residing at 7307 Lake Drive shared her concerns with the conflicting information she received from the Officers and believes the all the tickets should be dismissed.

Comm Nielsen said she would recommend reducing the cost of the tickets to \$375 to settle the violations.

Comm Gold asked for clarification on the dates for the previous violations. Code Enforcement Officer Winters said there had been numerous discussions with the resident on compliance with prior violations as stated.

Council discussed the prior violations and the importance of the chance to remedy the situation.

Comm Nielsen moved to have the fines reduced from \$750 to \$400 to settle the outstanding tickets and stated that the City would not look favorably to repeat violations.

After discussion, Comm Nielsen clarified her motion to eliminate two tickets and prorate the no tag fines to \$400. Comm Gold seconded the motion for discussion.

Comm Carugno shared his concern with the repeat violations and does not believe the City should dismiss the tickets.

Comm Partin said there is a history of violations on this property and efforts have been made to rectify the issue. He is willing to dismiss the two tickets that exceeded the total number of vehicles; however, the tickets issued for no tags should remain.

After discussion, Comm Gold withdrew his second to the motion.

Comm Nielsen amended her motion to reduce the fine to \$450 for all tickets issued.

Comm Gold seconded the motion for discussion.

Comm Sims said he believes the tickets were appropriate and seconded the motion for a reduced rate which passed 5:1 with Comm Carugno, nay.

#### **CONSENT ITEMS**

- a. Approval of the City Council meeting for November 30, 2018
- b. Proclamation celebrating William C. Finley's 100<sup>th</sup> Birthday

**Mayor Pisano called for a motion to approve the consent item.**

**Comm Nielsen motioned to approve the consent agenda.**

**Comm Gold seconded the motion which passed 4:1 with Comm Carugno nay.**

Comm Carugno asked for the following edits to the minutes as follows,

Page 1 – Paragraph 10

Reads, "Comm Weinsier – District 2."

Should read, "Comm Weinsier – District 23."

Page 2 – Paragraph 2

Reads, "Comm Sims – District 6."

Should read, "Comm Sims – District 64."

Comm Carugno stated that he was not present for this meeting and did not have time to listen to the audio. He motions nay on approval of the minutes.

#### **CITIZEN COMMENT**

Mayor Pisano opened for public comment.

- Karl Shuck residing at 1658 Wind Willow Road said he didn't realize that discussions on ordinances, penalties, and fines were a negotiated tool. He further shared his frustration with the response to his public records request he submitted for the Mayor's personal phone records from June 7, 2018. He gave a brief update of what he has received to date.

There being no further citizen comments Mayor Pisano closed and opened for Council discussion.

#### **UNFINISHED BUSINESS**

**ORDINANCE 18-02 FIRST READING AND CONSIDERATION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BELLE ISLE LAND DEVELOPMENT CODE, CHAPTER 48, ARTICLE III, SECTION 48-63 – TREE PROTECTION; PROVIDING SEVERABILITY; CODIFICATION AND PROVIDING AN EFFECTIVE DATE.**

Mr. Francis said this Ordinance was introduced at the last Council meeting. He stated that some sentence structures need to adjusted, but no substantial changes are needed.

**Comm Sims motioned to advance Ordinance 18-02 for second reading and adoption.**

**Comm Nielsen seconded the motion which passed 5:0.**



**ORDINANCE No. 18-05 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE CODE OF ORDINANCES CONCERNING PLANNED DEVELOPMENT DISTRICTS; BY AMENDING PART II, CODE OF ORDINANCES; BY AMENDING SUBPART B, LAND DEVELOPMENT CODE; BY AMENDING CHAPTER 54, ZONING DISTRICTS AND REGULATIONS, ARTICLE III, ZONING CLASSIFICATIONS; BY AMENDING SECTION 54-77, PLANNED DEVELOPMENT DISTRICT PD; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

Mr. Francis said Comm Nielsen requested two revisions for consideration.

**Page 41 – Line #21**

**Reads, “...sequences shall be reviewed and approved by the mayor based upon”**

**Should read, “...sequences shall be reviewed and approved by the City Manager ~~mayor~~ based upon.”**

**Page 42 – Line #5**

**Reads, “..., provide a written request is filed with the mayor at least 30 days...”**

**Should read, “..., provide a written request is filed with the City Manager ~~mayor~~ at least 30 days...”**

**Page 43 - Dates on Section 6 should have been corrected to reflect the current dates.**

**Comm Sims motioned to approve the edits as discussed and advance Ordinance 18-05 for second reading and adoption.**

**Comm Nielsen seconded the motion which passed 5:0.**

**ORDINANCE NO. 18-14 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BELLE ISLE, FLORIDA PROVIDING FOR THE REGULATION AND CONTROL OF SECURITY ALARMS; PROVIDING FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS CONCERNING THE INSTALLATION, MAINTENANCE AND OPERATION OF ALARMS; PROVIDING FOR REGULATIONS CONCERNING FALSE AND NUISANCE ALARMS; PROVIDING FOR CORRECTIVE ACTION AND PENALTIES FROM FALSE ALARMS; PROVIDING FOR A CITATION PROCEDURE; PROVIDING FOR RESPONSE AND ENFORCEMENT BY LAW ENFORCEMENT OFFICERS; PROVIDING FOR THE PROHIBITION OF AUTOMATIC ALARM COMMUNICATION SYSTEMS; PROVIDING FOR THE LIMITATION OF LIABILITY; PROVIDING FOR THE DISPOSITION OF PENALTIES AND FINES; PROVIDING FOR INCLUSION INTO THE BELLE ISLE CITY CODE; PROVIDING FOR LIBERAL NON-CONFLICTING CONSTRUCTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Francis said this was Ordinance was introduced at the last Council meeting. Council discussed changes to the penalties as follows

**Page 54 – Line #3**

**Reads, “No fine shall be imposed for the first false alarm within any ~~(365)~~ day period.”**

**Should read, “No fine shall be imposed for the first false alarm within any ninety (90) day period.”**

**Page 54 – Line #8**

**Corrected to include a fine in the amount of Fifty Dollars (\$50).**

**Comm Gold motioned to approve the edits as discussed and advance Ordinance 18-14 for second reading and adoption.**

**Comm Sims seconded the motion which passed 5:0.**

**ORDINANCE NO. 18-15 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY OF BELLE ISLE CREATING A NEW ARTICLE III IN CHAPTER 14 OF THE CITY CODE RELATING TO SUPPLEMENTAL CODE ENFORCEMENT CIVIL CITATION PROVISIONS AND REGULATIONS; PROVIDING ALTERNATIVE PROCESSES AND PROCEDURES FOR CODE ENFORCEMENT CITATIONS; PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES; PROVIDING A POST-DEPRIVATION HEARING PROCESS AND PROCEDURES; PROVIDING ADDITIONAL APPELLATE JURISDICTION POWERS TO BE EXERCISED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

Mr. Francis said this ordinance was introduced at the last Council meeting. This Ordinance change will shorten the code enforcement procedure on shorten code violations. The proposed change will provide the code enforcement immediate citation capabilities.

**Comm Carugno motioned to advance Ordinance 18-14 for second reading and adoption as written.**  
**Comm Partin seconded the motion which passed 5:0.**

#### Adoption of Council Rules and Procedures

**RESOLUTION 18-16** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR MEETINGS OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE; AND PROVIDING AN EFFECTIVE DATE

Mr. Francis said this was introduced at the last Council meeting.

**Comm Nielsen moved to adopt Resolution 18-16 Council Rules and Procedures.**  
**Comm Gold seconded the motion which passed 5:0.**

#### **NEW BUSINESS**

Request for an Extension Request - Silver Isles Planned Development (P&Z Case #2017-02-013) to allow approval of the Development Plan / Final Engineering Plan for the Comins Isles Townhome Project

City Manager Francis said the Silver Isles Project is under a Planned Development by a settlement agreement. As part of the settlement agreement, if the process has not been completed within a certain period, it will revert to its R2 zoning. The Developer is requesting an extension and representing him is Miranda Fitzgerald.

Miranda Fitzgerald from Lowndes, Drosdick, Doster, Kantor & Reed said it has taken a while to move forward with this project and would like to request additional time to allow for review and submittal of the engineering plans. There is nothing in the settlement agreement that addresses the timeline; it is strictly a Code provision.

**Comm Nielsen said there has been a lot of time and effort placed on this project and would like to avoid going through the process again. She recommends a year one extension from today's date to get started on the project.**  
**Comm Gold seconded the motion for discussion and asked if the time will be sufficient.**

Jean Abi-Auon Civil Engineering with the Civil Engineering Group said the extension would be sufficient to move forward.

Comm Carugno said there was a discussion on this project to build townhomes or single family homes. Mr. Abi-Auon said they would be submitting plans for 30 townhome units.

**Comm Nielsen moved to approve the Silver Isles request for an extension request for one year to date to start the project. Comm Gold seconded the motion which passed 4:1 with Comm Carugno, nay.**

#### Approval of Tree Trimming and Removal Bid

City Manager Francis said the City currently does not have a contract for a specific tree services company. At times it has been difficult to get a tree service when needed especially during emergency services. The City put out a Request for Proposal for services requiring that they must respond to the City's emergency first before attending to private customers. There were 18 requests for packets however only two submitted a response Albert Moore and Budget Services. Mr. Francis recommended approval of the proposal of Albert Moore LLC for tree trimming and maintenance services and authorize the City Manager to execute the contract. Albert Moore was the contractor who responded to the City's needs during the hurricane season and did an outstanding job. Also, his total prices overall are approximately 20% lower than the other services.

**Comm Gold moved to approve Albert Moore LLC for tree trimming and maintenance services.**

**Comm Sims seconded the motion which passed unanimously 5:0.**

#### Metro Plan Orlando Technical Advisory Committee Appointment

Mr. Francis reported that the City received a letter from Metro Plan Orlando requesting if Comm Readey is still willing to serve on the Technical Advisory Committee. He spoke with Comm Readey and, due to the current circumstances, Mr. Francis asked if he could take his position on the Committee. Mr. Francis asked for Council approval to appoint the City Manager to the Metro Plan Technical Advisory Committee.

**Comm Carugno moved to appoint City Manager Bob Francis to the MetroPlan Technical Advisory Committee.**

**Comm Gold seconded the motion which passed unanimously 5:0.**

#### Discuss canceling or rescheduling City Council meetings Dec 18th, Jan 1st, and Jan 15th

Mr. Francis asked for Council consensus to cancel the December 18<sup>th</sup>, January 1<sup>st</sup>, and January 15<sup>th</sup> meetings.

Comm Sims said due to the holidays he agrees to have only one meeting a month in December and January. He recommended canceling the December 18<sup>th</sup> meeting and the January 1<sup>st</sup> meeting.

**After discussion, Comm Sims moved to cancel the December 18<sup>th</sup> and January 1<sup>st</sup> meeting and hold the January 15<sup>th</sup> as scheduled. Comm Gold seconded the motion which passed unanimously 5:0.**

**ATTORNEY REPORT**—no report.

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

Mr. Francis reported on the following updates,

- Mr. Francis stated that the Resident Guide: Rules of Procedures have been updated and is ready for print. He asked the Council to review the final draft and communicate with him any changes by December 11<sup>th</sup>.
- Lake Conway Shores project is starting to wrap up. They are working on the main gravity line at the lake lot.
- Strategic Planning all-day sessions have been scheduled for January 11<sup>th</sup> and 12<sup>th</sup> – location TBD.
- Reminded Council of the December 14<sup>th</sup> Parking workshop from 9am-10:30 am
- He will be out of the office Dec 19<sup>th</sup> through the 22<sup>nd</sup> and will be available via phone.
- Mr. Francis said the Council might need to discuss, at a future meeting, the appointment of a temporary vice-mayor in Comm Readey's absence.

#### Chief's Report

Chief Houston reported on the following,

- Reported a scam targeting the older residents. She asked that all residents check on the elderly neighbors during the holiday season.
- Chief Houston reported that the PD would have a heavy presence on Hoffner Avenue over the weekend and reminded all not to Drink and Drive this holiday season.

#### Tree Board Report

Holly Bobrowski, Tree Board Chairman, reported on the following,

- Ms. Bobrowski reported the City would be replanting trees on Kandra Court
- The Tree Board will be scheduling their next events on February 12<sup>th</sup> re Bee Keeping and April 27<sup>th</sup> re Arbor Day.
- She also reported that the Tree Board members would be overseeing the Tree Removal inspections once the permit has been approved and issued by the City.

## MAYOR'S REPORT

Mayor Pisano report on the following,

- Santa Night – Thursday, December 6<sup>th</sup> from 5:30-8:30.
- Santa Ride – Thursday, December 20<sup>th</sup> will include Santa Stops, and a map will be provided and posted on the website.
- Boat Parade will be on December 14<sup>th</sup>, 15<sup>th</sup> and 16<sup>th</sup> and Orange County will be leaving Warren Park open for viewing on the shore.
- 2018 Toy Drive is underway, and attached is a proposed budget for Council approval. She noted that the Toy Drive is for the Community. Mayor Pisano said next year she would like to continue heading the toy drive and will take the toy drive event with her as a resident. Mr. Francis asked if all the toys remaining will stay with the City. Mayor Pisano said she would do her best to give all the toys away.

Mayor Pisano asked for a motion to approve the use of the chambers for the toy drive.

**Comm Gold moved to approve the use of the chambers for the Toy Drive.**

**Comm Sims seconded the motion which passed unanimously 5:0.**

## COUNCIL REPORT

- Comm Gold reported a call he received of midge attacks and asked for Orange County to spray the area. Also, he reported that Lake Conway Shores would be submitting a Bing Grant for assistance towards their beautification project.
- Comm Carugno spoke on the following,
  - o He asked for a heavier presence of the Police Officers on Hoffner Avenue to control the use of the road by semi-trucks.
  - o Comm Carugno asked the City Manager to move forward with the proposed LED Lighting on the crosswalks. Council consensus was to have the City Manager review options.
  - o Traffic Cameras Update – Chief Houston said the City purchased a new speed trailer for data collection to be placed in designated areas. Also, another agency has loaned the City a data collection device for use and installation in the larger complaint areas.
  - o Comm Carugno requested that speed limit signs be reviewed and lowered in certain neighborhoods that do not have sidewalks throughout the City. Mr. Francis said the State law requires that lowering a speed limit can only be done in a school zone area and FS 316.189 requires other agency approval for State and County roads. However, the City can perform a traffic study showing the need and may be able to enforce and change the speed limit by ordinance. Discussion ensued.
  - o Comm Carugno asked if the City will be opening City parks similar to Orange County. Mr. Francis said yes, and those locations have been provided to Mr. Gent for publishing.
- Comm Sims addressed the filming project and the additional traffic. He thanked the Police Department for a great job in controlling the flow.
- Comm Partin addressed the Wawa Hoffner area traffic and asked if there is any new information. Mr. Francis said Orange County is working on making a right turn only into Wawa and a right-in/right-out only to CVS
- Comm Nielsen thanked the Police Department for their focus on Hoffner Avenue because it is getting worst.
- Attorney Ardaman said in response to Mr. Francis question, in the first meeting in May the Council shall elect a vice-mayor. He recommends that the Council appoints a vice-mayor until Comm Readeys return.

**Comm Partin said during the absence of Vice-Mayor Readey he appoints Comm Carugno as Vice-Mayor.**

**Comm Nielsen seconded the motion which passed unanimously 5:0.**

## ADJOURNMENT

There being no further business Mayor Pisano called for a motion to adjourn. The motion was passed unanimously at 8:50 p.m.

Yolanda Quiceno, CMC, City Clerk



## city council minutes

### MINUTES December 14, 2018 \* 9:00 a.m. City Council Workshop Session

The Belle Isle City Council met in a City Council Workshop Session on December 14, 2018, at 9:00 a.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present:

Mayor Pisano  
Commissioner Gold  
Commissioner Carugno  
Commissioner Sims  
Commissioner Nielsen

Absent:

Commissioner Weinsier  
Commissioner Readey  
Commissioner Partin

Also present: City Manager Bob Francis, Chief Laura Houston, Code Enforcement Officer Robyn Winters, and City Clerk Yolanda Quiceno. Meeting audio is available on the City's website at [www.cityofbelleislefl.org](http://www.cityofbelleislefl.org) and City Hall.

#### CALL TO ORDER

Mayor Pisano called the meeting to order at 9:00 am and opened for the discussion on the proposed parking violations. Mayor Pisano noted that she would allow for public comment after Council discussion.

#### REVIEW OF COMMON PARKING VIOLATIONS

City Manager Bob Francis provided a power point presentation and gave a brief overview of the current code and the proposed changes. The following was presented and briefly discussed as part of the proposed changes,

1. One size does not fit all – Mr. Francis noted that we have many problems in the City because we have an old City/Newer City and one size does not fit all when it comes to parking issues.
2. Parking on the grass over the curb, parking over the curb on a hard surface, parking on the sidewalk and parking on the side yard on the grass Section 30-73(a) and F.S. 316.1945(b), 30-73(b) and F.S. 316-1945(a), 30-132(a), 30-133(c)(4) and 30-133(e)
  - a. The reason for some of these issues is the short driveways.
  - b. Parking on empty lots is not addressed in the code

Mr. Francis spoke on why this is happening. He noted that the main reason is the lack of enforcement and the lack of education and what works in one neighborhood may not work in another due to the road configuration. He said to start correcting the existing parking issue is to understand why the problems exist. Once that is understood, the code can be enforced, and a penalty may be applied after the residents are provided education through social media and printed materials.

Mr. Francis addressed some of the more challenging areas in the City describing how one size does not fit all as follows,

- Matchett Road – The right-of-way on Matchett Road are very tight, the homes and yards are smaller, and the driveways are short. Also, Matchett has narrow roads and does not allow for street parking.
- Wind Drift Road - Wind Drift Road has wider roads that allow for one side street parking off the grass strip.
- Waters Edge Drive - Waters Edge has wider roads that allow for street parking on both sides. On a busy weekend, with parking on both sides, there is no room for emergency vehicles. Mr. Francis said this may be an opportune time to establish a residential parking district with two guest parking passes per home in that neighborhood.
  - Mr. Francis spoke of sample code from the Hood River Municipal Code as an example to allow parking in a residential district with an approved application with two short-term visitor passes.

- Lake Drive – Lake Drive is a narrow road and allows for one side street parking off the grass strip.
- Homewood Drive – Homewood Drive is a narrow road and allows for one side street parking off the grass strip.
- Easter Street – Easter Street is a narrow road and may allow for one side street parking.
- Barby Lane – Barby Lane is a narrow road and allows for one side street parking off the grass strip.

Mr. Francis opened for Council discussion on the proposed parking change guidelines. The current code was discussed with ~~striketrough~~ and updated code language shown with an underscore as follows,

1. On Street Parking

- Curb to curb Two-way width traffic
- 29'+ Parking on both sides
- 24' to 28' Parking on one side
- 20' to 23' No Parking

2. Section 30-1 Definitions - ADD

- Front Yard - Area extending across the front of a lot between the side lot lines and being a minimum horizontal distance between the street line and the principal building (existing in the LDC of the code)
- Parking Strip - The City ROW between the curb (or edge of pavement) and Sidewalk (if no sidewalk then the property line)
- Side Yard - Area between the principal building and the sideline of the lot, extending from the front building line to the rear building line and being the minimum horizontal distance between a side lot line and the side of the principal building

3. Section 30-73(a) – NO CHANGE

- (a) Any motor vehicle, when parked on the residential property, shall be parked on the driveway or a ~~solid~~ prepared surface specifically prepared for parking, under the requirements for such a surface as described in subsection 30-133(d).

4. Section 30-73(b) – Allows Parking on the Parking Strip

- No motor vehicle shall be permitted to be parked on the right-of-way between the edge of the street and private property lines (parking strip) within residential areas unless it is allowed under Section 30-74.

5. Section 30-73(d)

- Garages are the primary area to park motor vehicles. The maximum number of motor vehicles kept outside of the garage shall be determined by the number of bedrooms and the garage spaces of any residential dwelling, as follows

Garage Size	Two bedrooms	Three bedrooms	Four bedrooms (+)
<b>No Garage</b>	4 cars	5 cars	6 cars
<b>1-car Garage</b>	3 cars	4 cars	5 cars
<b>2-car Garage</b>	2 cars	3 cars	4 cars
<b>3-car+ garage</b>	0 cars	1 car	2 cars

- (h) For residences with a valid building permit, this section shall not apply to contractors working at the residence.
- (i) No motor vehicles, recreational vehicles, watercraft or utility trailers will be parked or stored on any vacant property in the City.

6. Section 30 (NEW SECTION) - Parking of motor vehicles on Parking Strip.

- Parking within the city right-of-way is allowed under the following circumstances:
- There is no curb or a there is "Miami" curb.

- The vehicle cannot be parked in the driveway, or there is no room to expand parking to the front lawn.
- The vehicle must have only its passenger-side wheels on the parking strip.
- There will be no parking in the parking strip on major collector roads (Matchett, Hoffner, and Nela...Others?)
- Official government vehicles and public utility vehicles on service calls are exempt from this section. Official government vehicles include any contractor hired by the City or other governing agency.

7. Section 30-102

- Subsections (a) and (b) shall not apply to employees of a company that needs to respond to emergencies (public utilities, electrician, plumber, tow truck) provided that the commercial vehicle is parked fully in the driveway and does not block the sidewalk or creates other obstructions parked at the residence; however prior authorization must be obtained from the City Manager or City Manager's designee.

8. Section 30-132

- (d) No vehicle shall be occupied for permanent living purposes, nor connected to public utilities (sewer, water, or electric) while stored at a residence.
- (e) No vehicle shall be used as a short-term rental.

9. Section 30-133c(4)

- (4) No recreational vehicle or utility trailer shall be parked, stored or kept in the front yard of the property, or on any vacant property.

10. Section 30-133d – Prepared Surface

(3) Any vehicle parked in a front yard must be parked:

- a. Completely on an approved prepared surface as described in (d) (4) below.
- b. At least three feet from any existing sidewalk
- c. At least three feet from any side lot line
- d. At least three feet from a non-sidewalk curb or roadway if no curb.

(4) General standards for designated parking areas:

- a. All areas designated as parking or driveway shall be constructed of the following materials: asphalt, concrete, pavers, 4" grave or crushed rock, mulch, or other material approved by the City Manager or City Manager designee.
- b. All areas designated as parking or driveway shall be completely contained within a permanent border.
- c. The borders of any prepared parking surface constructed of gravel, crushed rock, mulch, or any other loose material approved by the City Manager or City Manager designee, shall be delineated with anchored man-made or natural landscape edging materials such that the parking area is clearly defined and the loose material contained so to prevent spreading and deterioration of the parking area.
- d. The parking area must be accessible from the driveway and curb cut if there is a curb. The parking space shall not be accessed by driving over the curb and sidewalk.
- e. If in an area with an HOA (whether voluntary or mandatory), the HOA needs to approve the application.

(6) All improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the surface or an adjoining property. Final determination of a parking surface's condition shall be at the discretion of the City Manager or the City Manager's designee.

(7) Permit Needed:

- a. A permit is required for all front lawn parking
- b. The property owner must sign the permit. Tenants are not allowed to sign a permit on behalf of the property owner or the Property Management Company.
- c. The City Manager or City Manager designee will administer the permit process.
- d. If part of an HOA, if the HOA does not allow front yard parking, then the application will be denied.



11. Section 30-133(e)

- No vehicle shall be occupied for permanent living purposes, nor connected to public utilities (sewer, water, or electric) while parked on a public road right-of-way.

After addressing the general standards, Mr. Francis provided code changes to the proposed violation fees. He stated that Council would be receiving a consolidated fee schedule at a future meeting that will include all fined as follows,

1. Section 30-74 – Issuance of citation; schedule of fines

~~(b) The amount of such civil penalty shall be as follows:~~

- ~~1. One hundred fifty dollars for each violation of any offense, except for the offense listed in subsection (b)(2) of this section;~~
- ~~2. Two hundred fifty dollars for each offense relating to unlawful parking in handicapped designated spaces.~~

(b) The amount of such civil penalty shall be set by a resolution of the City Council or according to State Law.

Recommended:

<u>In vicinity of boat ramp:</u>	<u>\$150</u>
<u>In ROW:</u>	<u>\$75</u>
<u>Front Yard without permit:</u>	<u>\$75</u>
<u>Front Yard (not on hard surface)</u>	<u>\$75</u>
<u>Sidewalk:</u>	<u>\$75</u>

2. Section 30-76 Fines and Hearings

- b) A hearing request by person cited. Any person summoned by a parking violation citation, upon the payment of a non-fundable administrative fee of \$150.00 \$50.00.
- Any person summoned by a parking violation citation, upon the payment of a fee of \$150.00 in cash, money order or cashier's check, may within five working days after issuance of the citation file with the city manager a written request for a hearing with the City Manager before the city council.
  - At the completion of the hearing, the ~~city council~~ City Manager shall decide whether or not the citation was justified and whether or not the fine should be imposed/upheld.
  - The decision of the City Manager shall be final. (or further appeal to Council?)

Discussion ensued on parking RVs and trailer. The Code Enforcement officer asked if the City would like to include that RV's and work-utility trailers be allowed to be parked not only on the side of the home but behind a fence for aesthetic purposes. Council discussed allowing parking of RV's on the driveway. Mr. Francis suggested that Council review the Sections of the Code not discussed and bring forward any recommended changes for discussion.

Mayor Pisano opened for public comment.

- Sam Meiner residing at 6319 Gibson Drive shared his concerns with the life safety and aesthetic issues of parked vehicles in his community on Matchett, and the intersection on Delia and Gibson. Also, he added that the parked vehicles block the view of oncoming traffic on Matchett and make it very difficult to pull out of his driveway.

Discussion ensued on code violations on parked cars on the grass and the code not addressing parked vehicles on the right-of-way and concrete. Mr. Francis noted that the proposed change to Section 30 - Parking of motor vehicles on Parking Strip should address this issue.

Mr. Meiner also addressed the speeders on the Nela Bridge.

- Ben Bateman 7215 Gondola Circle shared his concern with the parked cars on Conway Circle. He stated that the road is narrow and cars are parked on both sides of the street making it very hard for the vehicle to pass. Discussion ensued on one side of the street parking.

Mr. Bateman also discussed unpaved driveways and annexation. Mr. Francis said annexed property would be provided a certain amount of time to comply with the code to lay a hard surface at the discretion of the City Manager.

- Holly Bobrowski residing at 2400 Hoffner Avenue agrees with having the \$50 administration fee whether or not a person is found in violation of the code. She also shared her concerns with allowing parking of RV's on a driveway and does not agree with the proposed change.

#### **ADJOURNMENT**

There being no further business the workshop adjourned at 10:30 a.m.

Yolanda Quiceno  
CMC-City Clerk



## city council minutes

### **MINUTES** **December 28, 2018 \* 9:00 a.m.** **City Council Workshop Session**

The Belle Isle City Council met in a City Council Workshop Session on December 28, 2018, at 9:00 a.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present:

Mayor Pisano  
Commissioner Gold  
Commissioner Carugno  
Commissioner Weinsier  
Commissioner Sims  
Commissioner Partin  
Commissioner Nielsen

Absent:

Commissioner Readey

Also present: City Manager Bob Francis, City Planner April Fisher and City Clerk Yolanda Quiceno. Meeting audio is available on the City's website at [www.cityofbelleislefl.org](http://www.cityofbelleislefl.org) and City Hall.

#### **CALL TO ORDER**

Mayor Pisano called the meeting to order at 9:00 am and opened for the discussion on the proposed changes to the lot split application process and requirements. Mayor Pisano noted that she would allow for public comment after Council discussion.

#### **PRESENTATION OVERVIEW**

City Manager Bob Francis provided a power point presentation and gave a brief overview of the current code and the proposed changes. Mr. Francis presented and briefly discussed as part of the proposed changes following the 90-day moratorium on a single family lot subdivision that was put into place to provide the City Staff time to conduct a study on the impact of the proposed changes. Mr. Francis noted that lot splits are one of the more important issues to be discussed because it also determines the vision of the City and its development over the next few years.

Mr. Francis said the scope of work included,

- Appropriate dimensions of a single family lot and shape (width, depth, and area)
- Should there be a uniform standard throughout the community or should they vary to reflect other lots in their proximity
- Revise or create other single-family lot standards
- Increase/decrease lot sizes in certain areas

He further added that the limitation of the study was the staff time. The cost of a consultant was very high, so the majority of the research was completed by the City Manager and the City Planner within the 90-days of the moratorium. They found reoccurring themes during the research that included,

- Open space, trees, and wildlife
- Ability to bring new families to Belle Isle
- Density issues
- Impact on the lake and water quality
- Utilities: water and stormwater

- Property values
- Increase in traffic

The staff further researched and discussed contextual issues that are fundamental to lot splits which included,

- Property owner rights vs. Neighborhood expectations
- The character of the neighborhood
- The challenge of change

Mr. Francis gave an overview of the analysis and findings of specific issues associated with the current subdivision and zoning code requirements. He further provided a list of Central Florida Cities: Lot Size Requirements for Single-Family Residential Zoning Districts and stated that Belle Isle's code is right in the middle and pretty much in range with the other cities.

Staff discussed a variety of other issues associated with zoning district regulation. They further researched a community-wide code covering lot shape, lot lines, flag lots, design flexibility, density, and housing stock. He asked, for example, how someone measures an 85 foot lot line. It was recommended that lots be measured from the street frontage which will eliminate the creation of flag lots.

After the presentation, Mr. Francis provided a list of staff's recommendations to approve, change or amend as follows,

A. General Single-Family Residential Subdivision Policy

1. The City Council should continue to allow single-family residential lots to be subdivided or split if they meet the standards set by the City Code.

B. Subdivision Code

1. The council should consider criteria for a standard shaped lot.
2. The City Council should prohibit the creation of flag lots within the City.

C. Zoning Code

1. The City Council should designate three levels of single-family residential zoning districts, which include the following districts: (Consensus Recommendation)
  - Small lot single-family residential, which would have standards less than the current standards;
  - Standard single-family residential, which would have the same standards as the current R1 district; and
  - Lakeshore single-family residential, which would have standards greater than that currently in the City's standard Single-Family Residential District.
2. If a small lot single-family residential zoning district is designated, the City Council should review the standards in the Zoning Code for this district to ensure appropriate building size, height and setbacks requirements.
3. In addition to the new zoning districts, the City Council should consider maximum lot criteria to avoid "McMansions" on standard lots.
4. Within the Shoreline, and Storm Water Management Code, development standards set for lots within a Shoreline Overlay District, which include those lots within at "shoreline areas" as designated in the Code. These requirements of this overlay would increase the minimum lot area and front yard width to 15,000 square feet and 100 feet respectively.
5. The City Council should amend the preamble of the Zoning Code with the following language: "...Said restrictions and regulations are to protect and enhance the character, stability, and vitality of residential neighborhoods."

6. The staff recommends that the City Council should create new small-lot zoning criteria that have requirements less than those for the standard R-1AA Zoning District.

D. Other City Standards and Ordinances

1. The City Council should consider creating incentives for environmentally friendly development practices.
2. The City Council should consider tree preservation and replacement ordinance

Mayor Pisano opened for Council discussion.

Comm Carugno shared his concern with not allowing variances for lot splits and does not agree to a standard lot size 85' due to the difference of property shapes throughout the City. He stated that the decisions made today would affect the future residents of the City. There are rules in place, however; the decisions made by the Planning & Zoning Board need to be addressed because this is an ongoing process affecting property owners rights.

Comm Sims spoke on how will the recommended changes impact current, underdevelopment and new developments.

Comm Weinsier shared his concern of what is the next step, where is development headed in the City and the decisions made on the subjective standards presented. He is in favor of clearer rules and equal development standards across the board.

Comm Gold said the point that it is only affecting new development the conversation should also be modified to include architectural changes.

Comm Nielsen would like to include the discussion on design flexibility and agree with the recommendations as discussed. Comm Nielsen said there is a balance between property owner's rights and neighborhood rights. The hardship criteria used in the variance process is so nebulous it can never be pinned down to approve or disapprove a variance request.

April Fisher said the hardship test is a planning term and consideration and is not based on an economic test. Decision making can be very fluid regarding property rights, the code and zoning districts set up the legal expectation of the character of a neighborhood. When there are continued variances for lot splits creating substandard lots sizes, in effect, it is changing the established zoning district. In her opinion, if there are many variances submitted to the Planning & Zoning Board, it might be that the code is broken. Staff should have confidence in the code that the standards established can be upheld except for those extreme cases.

Comm Weinsier said he does not know how staff can enforce architectural taste. The City will do a disservice to include architectural changes/design with the lot split discussion. Also, the Lake Shore district may be treated differently in the code because of the concerns with the number of boats on the water and the impact on the lake with the illegal clearing of the beach areas after new development. Comm Weinsier said he is in agreement with the recommendations and would like to see the changes in ordinance form. He does not believe the code requires a huge substantive change however he would like to see a new focus on the procedure and have a specific definition of the criteria's for approval.

April Fisher, City Planner said to help on the immediacy of the discussion she receives a couple of calls on the lot split process and what the viability of doing so is. Many calls because they are interested in purchasing the property but not necessarily interested in the house. There is a big interest in Belle Isle to apply for lot splits, and it is an important topic.

After Council discussion, Mayor Pisano opened for citizen comments.

- Richard Weinsier residing at 6824 Seminole Drive asked if Council will have other discussions on the exchange of property for something else and wanted to know it is going to be part of the thought process.
- Greg Gent residing at 2924 Nela shared his concern of the same fight over and over being fought. He asked if the discussion on not allowing a lot split variances be allowed or granted. He agrees that some of the problems

were started by the Planning & Zoning Board, however; City Council should not have approved the last lot split for the reasons stated, and both should bear some of the responsibility.

- Rick Miller residing at 2001 Nela Avenue commented on the necessary changes on the description of the lot line frontage, rear, and side. He asked historically, how many of the current lots would have been affected by the proposed change and how it would look like today and to apply one standard across the board is not going to work as a whole throughout the City.
- Cindy Lance residing at 6615 Matchett Road said the character/color of a home is very restrictive, and Council should be careful about restricting such a criteria, and a “neighborhood” should be clearly defined because there are many homes in Belle Isle not in a neighborhood; and the decisions made today can change the future development and create other scenarios.
- Holly Bobrowski residing at 2400 Hoffner Avenue said the City should not limit the color of a home but regulate how many colors can be used on a home. Belle Isle is not a cookie cutter town, and Council should only look at the extreme cases.

After citizen comments, Bob Francis said asked Council if the criteria for the variance not strict enough, should it be strengthened or is it too ambiguous.

There being no further comments Mayor Pisano closed public comment.

Council consensus was to have the City Manager draft an ordinance with the proposed changes as discussed.

#### **ADJOURNMENT**

There being no further business the workshop adjourned at 10:00 a.m.

Yolanda Quiceno  
CMC-City Clerk

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A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN  
EXTENSION OF A LOAN COMMITMENT FROM CENTERSTATE BANK IN A  
COMMITMENT AMOUNT OF \$750,000.00 AND HAVING A MATURITY DATE OF  
OCTOBER 19, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on January 3, 2012, the City Council of the City of Belle Isle adopted Ordinance 11-12 authorizing the City to borrow in anticipation of the receipt of revenues for a line of credit up to \$750,000 to fund capital projects, emergencies or other expenses of the City; and

**WHEREAS**, the City negotiated the terms and conditions of a line of credit with First Southern Bank, now known as CenterState Bank, with an expiration date of July 19, 2018 (Loan #1120343635); and

**WHEREAS,** the City negotiated a renewal of the line of credit to October 19, 2018, with CenterState Bank Council under the same terms and conditions as in the Loan Commitment Letter dated November 15, 2011; and

**WHEREAS**, the Council hereby finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience, and safety of the City and its citizens to provide for a line of credit of up to \$750,000.00 to be drawn upon to fund capital projects, emergencies or other expenses of the City.

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



1 **SECTION 1.** This Resolution is adopted pursuant to the provisions of Chapter  
2 166, Part II, Florida Statutes, the City of Belle Isle Charter, and other  
3 applicable provisions of law (the "Act").

4 **SECTION 2.** The City hereby approves the extension of Loan #1120343635 from  
5 CenterState Bank () upon the terms set forth in the Loan Agreement Letter, dated  
6 November 15, 2011, the Loan Agreement, dated July 19, 2012, and the extension  
7 letter, dated July 26, 2018, a copy of which is attached hereto and incorporated  
8 herein by reference. The City Manager is hereby authorized and directed to  
9 accept the terms of the Loan Commitment by execution thereof and delivery to the  
10 CenterState Bank.  
11

12 **SECTION 3.** This Resolution shall take effect immediately upon its passage.  
13

14 \_\_\_\_\_  
15 Lydia Pisano, Mayor

16 ATTEST: \_\_\_\_\_

17 YOLANDA QUICENO, CITY CLERK  
18

19 \_\_\_\_\_  
20 APPROVED AS TO FORM AND LEGALITY

21 CITY ATTORNEY  
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23  
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25

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that  
4 the above and foregoing Resolution 18-09 was duly and legally passed and adopted  
5 by the Belle Isle City Council in session assembled, at which session a quorum  
6 of its members were present on the \_\_\_\_\_ day of January 2019.

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8 \_\_\_\_\_  
9 Yolanda Quiceno, City Clerk  
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## CREDIT AGREEMENT

This CREDIT AGREEMENT (the "Credit Agreement") made and entered as of November \_\_, 2018, by and between CITY OF BELLE ISLE, FLORIDA ("Borrower") and CENTERSTATE BANK, N.A. ("Bank").

### RECITALS

Borrower has requested that Bank provide a revolving Line of Credit under which funds may be borrowed by the Borrower to provide financing for the costs of capital projects and other expenses (the "Expenditures") and Bank has agreed to provide such credit to Borrower on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

#### I. LINE OF CREDIT

I.1 Subject to the terms and conditions of this Agreement, Bank hereby agrees to make advances to Borrower from time to time not exceed any time the aggregate principal amount of \$750,000 ("Line of Credit"), the proceeds of which shall be used by Borrower to finance the Expenditures. Borrower's obligation to repay advances under the Line of Credit is set forth in that certain Revolving Line of Credit Note dated as of November \_\_, 2018 in the principal amount of \$750,000 ("Note"). The Line of Credit is a revolving credit and line, and Borrower may partially or wholly repay its outstanding borrowings, and re-borrow, subject to all of the limitations, terms and conditions contained in this agreement; provided however, that the total outstanding borrowings shall not at any time exceed the maximum principal amount available thereunder, as set forth above.

I.2 This agreement is a renewal of the existing Revolving Line of Credit Agreement, dated July 19, 2012, from the Borrower to Bank (as successor to First Southern Bank). On the date hereof, the outstanding balance under the Line of Credit is \$250,000.

I.3 The Bank's obligation to advance under the Note shall expire on October 19, 2019, unless renewed or extended by Bank in writing and in its sole discretion upon terms then satisfactory to Bank (as stated or so extended, but not later than October 19, 2023, "Expiration Date"). The Bank's obligation to advance under the Note shall be suspended for such time as the Borrower is in Default (without regard to any applicable notice requirement or grace period) under the Note or this agreement.

I.4 No more than one advance per month shall be permitted. The Borrower shall notify Bank of the need for an advance not later than 2:00 p.m. three business days prior to the date of the requested advance by delivering to Bank a requisition executed on behalf of the Borrower by an Authorized Borrower Representative (as defined below) in the form attached hereto as Exhibit B ("Requisition"). Such Requisition shall specify the amount and date of the requested advance. The advance shall be made available to the Borrower by transferring the amount thereof to the account of the Borrower designated in the Requisition in immediately available funds by 2:00 p.m. on such designated date. The date and amount of each advance, and all payments made on account thereof, shall be recorded by Bank on its books, which books shall be conclusive as to amounts payable by the Borrower hereunder, absent manifest error. Borrower shall provide Bank an incumbency certificate in respect of each of the officers who is authorized to sign a Requisition ("Authorized Borrower Representative").

#### II. NOTE

II.1 The Borrower's obligation to repay advances under the Line of Credit shall be evidenced by the Note. The Note shall be dated as of the date of initial delivery thereof; shall mature on the Expiration Date. The Note shall be in the form set forth as Exhibit A hereto, and shall be payable as to principal and interest, bear interest at the rate, subject to adjustment, and shall be prepayable and have the other terms,

all as set forth on Exhibit A hereto. Interest on the Note shall be calculated on a 365day year, based on actual days elapsed.

II.2 The Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of Florida.

II.3 In case the Note shall be mutilated, or be destroyed, stolen or lost, upon the owner furnishing the Borrower proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Borrower may prescribe and paying such expenses as Borrower may incur, the Borrower shall execute and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Note destroyed, stolen or lost, or in exchange and substitution for such mutilated Note, upon surrender of such mutilated Note, if any, to the Borrower and the cancellation thereof. Any Note so surrendered shall be cancelled by the Borrower. Any such duplicate Note so issued shall constitute an original, substitute contractual obligation on the part of the Borrower and such duplicate Note shall be entitled to the benefits and rights as to lien on and source and security for payment, as provided in this agreement, to the same extent as the Note mutilated, destroyed, stolen or lost.

### III. SECURITY

III.1 The payment of the principal of and interest on the Note shall be secured solely by a lien upon and a pledge of, and payable solely from, the all moneys, including investments thereof, in the Sinking Fund established hereunder ("Pledged Funds"). Borrower does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Note and all other amounts payable hereunder.

III.2 Until the Note is paid or deemed paid pursuant to the provisions of this agreement, Borrower hereby covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from all revenues of Borrower derived from any source whatsoever other than ad valorem taxation and legally available to pay principal of and interest on the Note, but only after provision has been made by Borrower for the payment of all essential or legally mandated services ("Non-Ad Valorem Revenues") lawfully available in each fiscal year of the Borrower ("Fiscal Year"), amounts sufficient to pay all amounts payable under this agreement and the Note. Such covenant and agreement on the part of Borrower to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of Borrower, Borrower does not covenant to maintain any services or programs, now provided or maintained by Borrower, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude Borrower from pledging in the future its Non-Ad Valorem Revenues, nor does it require Borrower to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the registered owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of Borrower. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of principal and interest on the Note, in the manner described herein, Non-Ad Valorem Revenues and placing on Borrower a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of Borrower or which are legally mandated by applicable law. Borrower agrees that its covenant and agreement to budget and appropriate Non-Ad Valorem Revenues shall be deemed entered

into for the benefit of the owner of the Note, and this obligation may be enforced by a court of competent jurisdiction.

III.3 Borrower hereby creates and establishes a special separate fund to be called the “Line of Credit Note Sinking Fund” (hereinafter called the “Sinking Fund”) to be held by Borrower for the benefit of Bank. On or before each date fixed for the payment of principal or interest on the Note (or payment of any other amount payable hereunder), Borrower shall deposit from Non-Ad Valorem Revenues budgeted and appropriated pursuant to the covenant contained herein to the Sinking Fund funds sufficient to pay the amounts becoming due on such payment date. On the date fixed for the payment of principal or interest on the Note (or payment of any other amount payable hereunder), Borrower shall pay such principal or interest (or other amount) from the funds on deposit in the Sinking Fund. Funds in the Sinking Fund shall not be invested.

The designation of a special fund by this agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys for certain purposes and to establish certain priorities for application of such moneys as herein provided. The moneys required to be accounted for in the foregoing fund established herein may be deposited in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys on deposit therein into the fund established hereunder and to control the restricted uses of such moneys for the various purposes as herein provided.

III.4 The Note shall not constitute a general obligations or indebtedness of Borrower as a “bond” within the meaning of any provision of the Constitution of the State, but shall be the special, limited obligation of Borrower, the principal of and interest on which are payable solely from the Pledged Funds in the manner provided herein, and the principal of and interest on the Note and all other payments provided for herein will be paid solely from the Pledged Funds, and it will never be necessary or authorized to levy taxes on any real property of or in Borrower to pay the principal of or interest on the Note or other payments provided for herein. Furthermore, neither the Note nor the interest thereon shall be or constitute a lien upon any other property of Borrower other than the Pledged Funds in the manner provided herein.

#### **IV. CONDITIONS PRECEDENT TO ADVANCES**

IV.1 Borrower shall deliver to Bank, on or before the date of the first Advance:

- (i) a copy of the action taken by the governing body of the Borrower approving the execution and delivery of this Credit Agreement and the Note, certified as complete and correct as of the closing date;
- (ii) an incumbency certificate in respect of each of the officers who is authorized to sign this Credit Agreement and Requisitions on behalf of the Borrower;
- (iii) a written opinion of counsel to the Borrower to the effect that: (1) The Borrower is a political subdivision of the State and has legal authority to enter into and perform its obligations under this agreement; this agreement and the Note are valid and binding obligations of the Borrower enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and to the exercise of judicial discretion; (2) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending or, to the best of my knowledge, threatened against or affecting the Borrower, nor to the best of such counsel's knowledge is there any basis for such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by this agreement, the validity of the Note or this agreement or the ability of the Borrower to impose, receive or collect (as applicable) the Non Ad Valorem Revenues; and (3) all approvals,

consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligations under this agreement and the Note have been obtained and are in full force and effect; and.

- (iv) such other documents, certificates and opinions as the Bank or its counsel shall request, all in form and substance satisfactory to the Bank

## **V. COVENANTS**

Borrower covenants with Bank as follows:

V.1 Borrower will comply in all material respects with all applicable federal and state laws, rules and regulations relating to Expenditures financed with advances hereunder, and the performance of Borrower's covenants and obligations hereunder.

V.2 Not later than 270 days following the end of each Fiscal Year, Borrower shall provide Bank the comprehensive annual financial report, which shall include annual financial statements of Borrower audited by Borrower's certified public accountants, together with the report of such accountant. Borrower shall provide Bank a copy of its annual budget within 60 days of adoption thereof and such additional information as Bank may reasonably request. Such financial statements, budget and other information shall be provided in printed (rather than electronic) form unless otherwise agreed by Bank and shall be provided without cost to Bank.

V.3 Borrower will provide written notice to Bank within ten business days of the occurrence of any event that does or with the passage of time would constitute an Event of Default or which constitutes a material adverse change in the financial condition of Borrower.

V.4 Borrower will pay upon demand (i) Bank's commitment fee of \$3,750, and (ii) all reasonable legal fees (computed without regard to any statutory presumption) incurred by Bank in connection with the preparation, execution and delivery of this agreement and the Note and any and all other agreements and transactions contemplated hereby and thereby (including any amendments hereto or thereto or consents or waivers hereunder or thereunder). The Bank's expenses (including legal fees) for the preparation and delivery of this agreement shall not exceed \$1,500. Following a Default, Borrower will, upon demand, promptly reimburse Bank for all amounts expended, advanced or incurred by Bank to collect or satisfy any obligation of Borrower under this agreement or the Note, or to enforce the rights of Bank under this agreement or the Note. Borrower shall also pay to Bank on demand any documentary stamp taxes, intangible taxes or other excise taxes payable on account of the execution, delivery or enforcement of this agreement or the Note (including any amendments hereto or thereto) or the performance of any obligations thereunder (including the payment of drawings and the making of loans), and any penalties and/or interest incurred because of the failure of Borrower to pay such taxes when due. Borrower acknowledges that it is not relying upon Bank or Bank's counsel with respect to the applicability or non-applicability of any such taxes. The provisions of this paragraph shall survive payment in full and discharge of Borrower's obligations to Bank.

V.5 Except for the Note and other outstanding obligations of Borrower payable from Non-Ad Valorem Revenues as of the date of issuance of the Note, Borrower will not issue any other obligations payable from Non-Ad Valorem Revenues nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against Non-Ad Valorem Revenues, or any part thereof, except as set out below.

No additional indebtedness payable from or secured by Non-Ad Valorem Revenues shall be issued by Borrower unless the actual receipts of Total Governmental Funds of Borrower (as specified in Borrower's audited financial statements) for the prior Fiscal Year, less ad valorem revenues, less Non-Ad Valorem Revenues pledged to secure debt that has a lien on such Non-Ad Valorem Revenues, and less the

amount required to pay for Essential Services of Borrower for the prior Fiscal Year, equal at least 125% of such maximum annual debt service on all Debt payable from such Non-Ad Valorem Revenues (including the proposed Debt). "Debt" is defined as on any date (without duplication) all of the following to the extent that they are general obligations of Borrower or are payable in whole or in part from Non-Ad Valorem Revenues: (i) all obligations of Borrower for borrowed money evidenced by bonds, debentures, or other similar instruments; (ii) all obligations of Borrower to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of Borrower as lessee under capitalized leases; and (iv) all indebtedness of other Persons to the extent guaranteed by, or secured by Non-Ad Valorem Revenues of Borrower. For purposes of determining maximum annual debt service with respect to indebtedness of Borrower in which 25% or more of the principal amount comes due in any one year, actual debt service shall be disregarded and such Debt shall be assumed to amortize ratably over a 20-year period from the date of its original issuance, assuming an interest rate equal to the higher of (i) the Bond Buyer 20 Revenue Bond Index or (ii) the actual interest rate on such Debt. For purposes of this covenant, "Essential Services" are those services identified by Borrower in its annual audit as general government and public safety expenditures paid from Total Governmental Funds, less expenditures paid from ad valorem revenues.

V.6 Borrower shall reduce the amount outstanding under the Line of Credit and the Note to zero for a period of at least 30 days during the 12 month period commencing October 19 of each year.

## **VI. REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants to Bank that:

VI.1 Borrower is a duly created and validly existing political subdivision of the State of Florida.

VI.2 Borrower has the power and has taken all necessary action to authorize the execution, delivery and performance of Borrower's obligations under this agreement and each of the related documents to which it is a party in accordance with their respective terms. This agreement has been duly executed and delivered by Borrower and is, and each of the related documents to which it is a party when executed and delivered will be, a legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws affecting creditors' rights generally applicable to Borrower or by the exercise of judicial discretion in accordance with general equitable principles.

VI.3 The execution, delivery and performance by Borrower of this Agreement and each of the related documents to which it is a party do not (i) contravene, or constitute (with or without the giving of notice or lapse of time or both) a violation of any provision of applicable law, a violation of the charter or other organizational instruments of Borrower, or a default under any agreement, judgment, injunction, order, decree or other instrument binding upon or affecting Borrower, (ii) result in the creation or imposition of any lien (other than the lien created by this agreement) on any of Borrower's assets, or (iii) give cause for the acceleration of any obligations of Borrower to any other creditor.

VI.4 There are no pending or threatened suits, claims or demands against Borrower that have not been disclosed to Bank by Borrower in writing and which would, if adversely decided, have a material adverse affect on Borrower or on Borrower's obligations under this agreement and the Note.

VI.5 The financial statements of Borrower for the most recent Fiscal Year furnished to Bank were prepared in accordance with generally accepted accounting principles and present fairly the financial condition of Borrower as of such date and the results of its operations for the period then ended. Since the date of such financial statements, there has been no material adverse change in the financial condition, revenues (including, without limitation, Non-Ad Valorem Revenues), properties or operations of Borrower.



## **VII. EVENTS OF DEFAULT AND REMEDIES**

VII.1 Each of the following shall be a “Default” and an “Event of Default” under this agreement and the term “Default” or “Event of Default” shall mean, whenever such term is used in this agreement, any one or more of the following events:

- (a) Failure by Borrower to timely pay any amount due hereunder on the date on which such is due and payable;
- (b) Failure by Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this agreement for a period of thirty (30) days after written notice, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to Borrower by Bank, provided, however, that if such condition requires more than thirty (30) days to be remedied and Borrower proceeds with due diligence within such thirty-day period to commence to remedy such condition, such thirty-day period shall be extended up to a total of sixty (60) days for so long as Borrower shall diligently and continuously pursue such remedy, unless Bank shall agree in writing to an extension of such time prior to its expiration;
- (c) Any warranty, representation or other statement by Borrower or by an officer or agent of Borrower contained in this agreement or in any instrument furnished in compliance with or in reference to this agreement is false or misleading in any material respect;
- (d) A petition is filed against Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within sixty (60) days of such filing;
- (e) Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (f) Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days; or
- (g) The financial statements of Borrower provided to Bank hereof shall contain a qualified opinion unless Bank provides its written consent permitting such qualification.

VII.2 The Bank may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this agreement, and to enforce and compel the performance of all duties required by this agreement or by any applicable laws to be performed by Borrower, the Governing Board or by any officer thereof, and may take all steps to enforce this agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

VII.3 In addition, (i) upon the occurrence of an Event of Default described in Sections 7.02(d), (e) or (f) above, and (ii) any other Event of Default and 30 days’ notice to Borrower by Bank, which Event of Default has not been cured prior to the expiration of any applicable cure period, the principal of and interest on the Note shall immediately become due and payable.

VII.4 In addition to all other rights contained in this agreement, if an Event of Default occurs and as long as the Event of Default continues, the outstanding principal amount of the Note and all other

monetary obligations of Borrower to Bank shall bear interest at the rate otherwise payable on the Note plus 3% ("Default Rate"). In the event of acceleration of the Note by the Bank, the Default Rate shall apply until the Note and all amounts due under this agreement are paid in full.

### **VIII. ADDITIONAL PROVISIONS**

VIII.1 No recourse shall be had for the payment of the principal of and interest on the Note against any present or former member or officer of the governing body of Borrower or any person executing the Note.

VIII.2 The Bank shall have no responsibility for the use of the proceeds of the Note, and the use of Note proceeds by Borrower shall in no way affect the rights of Bank.

VIII.3 All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Borrower: City of Belle Isle, Florida  
1600 Nela Avenue  
Belle Isle, Florida 32809-6199  
Attention: City Manager

Bank: CenterState Bank, N.A.  
1500 Lee Rd.  
Winter Park, FL 32789  
Attention: John Wayne

Either of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

VIII.4 In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this agreement, shall be a Saturday, Sunday or day on which the applicable office of Bank is lawfully closed, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment. All payments received during normal banking hours after 4:00 p.m. local time at the payment office of Bank set forth in the Note shall be deemed received at the opening of the next banking day.

VIII.5 This agreement may only be amended by a written instrument executed by Borrower and Bank.

VIII.6 This agreement shall be binding upon Borrower and Bank and shall inure to the benefit of Borrower and Bank and their respective successors and assigns. The Bank's interests in and rights under this agreement and the Note are freely assignable, in whole or in part, by Bank and nothing herein or in the Note shall prohibit Bank from pledging or assigning this agreement or the Note or any interest therein to any Federal Reserve Bank; provided, however, such assignment shall not relieve Bank of its obligations hereunder. Borrower shall not assign its rights and interest hereunder without the prior written consent of Bank, and any attempt by Borrower to assign without Bank's prior written consent is null and void. Any assignment shall not release Borrower from its obligations hereunder or under the Note. The Bank is taking the Note for investment purposes only and not with intent to distribute or resell the Note. The Bank hereby covenants that prior to any distribution or resale of the Note, it will comply in all respects with all applicable securities laws.

VIII.7 In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

VIII.8 Patriot Act Notice. To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.

VIII.9 This agreement and the Note represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties.

VIII.10 This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

VIII.11 This agreement shall be governed by and construed in accordance with the laws of the State.

VIII.12 Waiver of Jury Trial. To the extent permitted by applicable law, each of Borrower and Bank knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this agreement, the Note or any agreement contemplated to be executed in connection with this agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to Bank to enter into this agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.

**CITY OF BELLE ISLE, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk

**CENTERSTATE BANK, N.A.**

By: \_\_\_\_\_  
Vice President

**EXHIBIT A**  
**FORM OF NOTE**

**CITY OF BELLE ISLE, FLORIDA**  
**REVOLVING LINE OF CREDIT NOTE**

KNOW ALL MEN BY THESE PRESENTS, that City of Belle Isle, Florida ("Borrower"), for value received, hereby promises to pay on demand to CenterState Bank (the "Registered Owner"), SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (the "Authorized Amount") or so much of the Authorized Amount hereof as shall have been advanced hereunder and remains outstanding (the "Outstanding Principal"), plus interest on the amount of each Advance hereunder from the date of the Advance at the annual rate of interest described herein until repayment of such amount, such interest to be calculated on a 365-day year, based on actual days elapsed and payable monthly on the first Business Day of each month.

This Note shall bear interest at a variable rate equal to the rate published each business day in the *Wall Street Journal* as the 'prime rate', but in no event less than 4.5 percent.

This Note may be prepaid at a price of par, plus accrued interest to the prepayment date, in whole or in part on any Business Day prior to maturity, upon 5 days' prior notice to Bank. Prepayments shall be applied first to interest accrued as of the date of such prepayment, and second to reduction of the principal. Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place (the "Payment Office of Bank") as Bank may designate to Borrower.

This Note is issued under Chapter 166, Florida Statutes, and other applicable provisions of law, and pursuant and subject to the terms and conditions of a Credit Agreement, dated November \_\_, 2018 (the "Credit Agreement"), between Borrower and CenterState Bank, N.A. ("Bank"), to which reference should be made to ascertain those terms and conditions.

Pursuant to the Credit Agreement, Borrower may borrow, repay, and re-borrow, and Bank may make advances under this Note from time to time until the maturity hereof (each an "Advance" and together the "Advances"). The Bank's obligation to make Advances under this Note shall be suspended for such time as Borrower is in Default (without regard to any applicable notice requirement or grace period) under the Credit Agreement. As of the date of each proposed Advance, Borrower shall be deemed to represent that each representation made in the Credit Agreement is true as of such date.

This Note is a renewal of the existing Revolving Line of Credit Promissory Note, dated July 19, 2012, from the Borrower to Bank (as successor to First Southern Bank). On the date hereof, the outstanding balance of the Note is \$250,000.

This Note is payable solely from and secured solely by a pledge of and lien upon certain funds of Borrower, consisting of the "Pledged Funds" as defined in the Credit Agreement, and by a covenant to budget and appropriate Non-Ad Valorem Revenues as provided in the Credit Agreement.

This Note shall not constitute a general obligation or indebtedness of Borrower, and Bank shall never have the right to require or compel the levy of taxes on any property of or in Borrower for the payment of the principal of and interest on this Note. This Note shall not constitute a lien upon any property in and of Borrower, but shall be payable solely from the Pledged Funds in the manner provided in the Credit Agreement. Reference is made to the Credit Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of Borrower hereunder, and for definitions of any capitalized terms not otherwise defined herein.

Borrower to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, City of Belle Isle, Florida, has caused this Note to be executed and attested by its authorized officers, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated as of November \_\_, 2018.

**CITY OF BELLE ISLE, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk



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

**Meeting Date:** January 15, 2019

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

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

**Subject:** Reimbursement of Attorney Fees for Commissioner Nielsen

**Background:** At the November 13, 2018 meeting, the City Council approved the reimbursement of attorney fees for Commissioners Readey and Gold. Commissioner Nielsen's request was tabled until a more detailed itemization of Commissioner Nielsen's request was received from her attorney. Commissioner Nielsen wanted to discuss this request with the Council. Commissioner Nielsen's attorney, Jacob Stuart, Esq. is scheduled to attend the Council meeting to provide further explanation and clarification.

**Staff Recommendation:** The staff recommendation is to consider the request of Commissioner Nielsen and determine it meets the criteria of reasonable fees and determine if any, or all, of the fees should be reimbursed.

**Suggested Motion:** If the Council determines that Commissioner Nielsen is to be reimbursed for any, or all, of her attorney fees, then the suggested motion would be as follows: **I move that we reimburse Commissioners Nielsen for attorney fees in the amount of (\$) .**

**Alternatives:** Do not approve the request.

**Fiscal Impact:** \$20,000 (50% recoverable through the City's insurance)

**Attachments:** Original Bill  
Letter of Explanation for fees from Jacob V. Stuart, Jr. (Commissioner Nielsen's Attorney)



**REQUEST FOR REIMBURSEMENT OF LEGAL EXPENSE INCURRED  
DUE TO THE BELLE ISLE SUNSHINE INVESTIGATION 12/01/2015-  
02/07/2018**

**From: Sue (Susanne) Nielsen, Commissioner, District 7,**

**5006 St. Germain Ave., Belle Isle, FL 32812**

**Description of nature and results of proceedings (See attached Case Cover Sheet)**

**Each Count, Charge, Allegation (See attached)**

**Date of alleged violation 08/02/2015**

**Case Number: 48-2017-NM-003789**

**Position: Commissioner, District 7**

**Reason Imbursement Justified: Allegations involved actions taken while fulfilling my duty to represent the citizens; charges were dismissed due to Insufficient Proof (See Attached)**

**Attorney Representing Me (Recommended by city attorney Frank Kruppenbacher on 09/28/2016)**

**Jacob V. Stuart, P.A., 1521 Mount Vernon Street, Orlando, FL  
32803, Phone: 407-434-0330**

**Fee Arrangement: Retainer paid in Advance**

**Invoice and Payment: See attached**

**Other:**

*Trial Attorney and Counselor at Law*

# INVOICE

Jacob V. Stuart, P.A.  
1521 Mount Vernon Street,  
Orlando, FL 32803  
(p) 407-434-0330  
(c) 407-416-5987

DATE: JULY 17, 2018  
INVOICE # 1

TO The Honorable Sue Nielsen



**PAID**

HOURS	DESCRIPTION	RATE/AMOUNT	TOTAL
FLAT-FEE	Initial Fee (PIF September 29, 2016)	\$4,000.00	\$4,000.00
FLAT-FEE	Secondary Retainer (PIF August 17, 2017)	\$11,000.00	\$11,000.00
FLAT-FEE	Motion to Dismiss and Trial Preparation (PIF October 19, 2017)	\$5,000	\$5,000.00

SUBTOTAL	\$20,000.00
SALLES TAX	\$0.0
TOTAL	\$20,000.00

Please Make all checks payable to Jacob V. Stuart, P.A.

**Thank you for your trust in our Firm.**

## CASE COVER SHEET

**SAO REC'D: 12/01/2015**

**DEFENDANT: SUSANNE NIELSEN**

**AGENCY: STAO, 2015-IN-0080**  
**ZONE:**

**OFFICER: Emmett Browning**

**CASE NO: 48-2017-NM-003789**

**VICTIM:**

**CHARGE(s): REC'D: VIOLATION OF PUBLIC MEETINGS LAW**

**FILED:**

**OFFENSE DATE: 08/02/2015**

**APPR'D FOR FILING:**

**ARREST DATE:**

**DECLINED TO FILE: 02/07/2018**

**REASON CASE NOT FILED:**

Code 36 - Evidence submitted by law enforcement agency cannot be proved beyond a reasonable doubt

**NOTES:**

08-02-15: Email exchange between D & Sarah Goodwin regarding funding to repair erosion in LCA HOA (agenda item). Email from Goodwin requests D write a letter/note which is to be copied to Comm. Readey, Gold & Pisano. D was blind-copied along with Readey & Gold on an email from Goodwin to Pisano regarding the erosion repairs. D responded, acknowledging reading the email, on 08-03-15.

10-06-15: D sent 2 texts to Comm. Ed Gold regarding the "Delia Beach" project (agenda item).

10-17-15: D responded to a text from Comm. Harvey Readey regarding the purchase of a street sweeper (agenda item).

11-28-15: D responded to an email from city resident Stuart Bernstein regarding suspending the City Manager (agenda item). Email had statements admitting discussions with Mayor Lydia Pisano regarding the City Manager's suspension or pay cut.

**COMMENTS:**

On December 1, 2015, a complaint was lodged with this office regarding potential criminal violations of Florida Statute §286.011 (commonly referred to as the Sunshine Law) committed by members of the Belle Isle City Commission. Chief Edwards assigned then-SAO investigator Jeff Harris to conduct an investigation. SAO Investigator Emmett Browning was later assigned to assist Inv. Harris, however, Harris was still lead investigator and maintained primary responsibility to conduct and document the investigation. The lead officer left the employ of this office in January 2017 and has since been uncooperative and unresponsive to requests for assistance about his assignments as a state attorney employee. The Belle Isle case was initially classified as State Attorney Investigation Number 2015-IN-0080. It was later reclassified as internal Case Number 2017-NM-3789.

To prove a criminal misdemeanor violation of the Sunshine Law, the state must prove beyond a reasonable doubt that members of the Belle Isle City Commission knowingly attended a meeting at which official acts were to be taken without complying with the requirements of 1) reasonable meeting notice and 2) promptly recorded meeting minutes open to public inspection. See, Florida Statute §286.011. The statute also allows for a noncriminal infraction (fine not to exceed \$500) for unknowing sunshine law violations.

The basis for a criminal prosecution thus becomes proof of communication between two or more city commissioners about official city business outside of a noticed meeting or gathering. The offending

communication need not be in a formal meeting setting. The case law allows prosecution for informal communication such as conversations, emails, text messages, correspondence and so forth. State Attorney Investigators set out to determine if such unlawful communication occurred and, to that end, subpoenaed an extensive number of documents from various sources. The full details are contained in the investigative reports.

As the investigation proceeded to the interview stage, the investigators were confronted with reluctant witnesses. State Attorney Jeffrey Ashton made the strategic decision to grant use-immunity to certain witnesses by compelling their testimony through the issuance of state attorney investigative subpoenas. Among these immunized witnesses was the mayor of Belle Isle, Lydia Pisano, who was herself a member of the city commission. The details of her sworn recorded testimony are contained in other documentation generated by the investigation. In summary, Mayor Pisano admitted to violating the sunshine law in general and implicated other members of the commission in her testimony, however, she did not provide specifics. Also immunized under the same process was City Commissioner Ed Gold. The use-immunity makes it extraordinarily difficult (but not legally impossible) to prosecute Pisano or Gold for the same subject matter as their sworn testimony.

While Mayor Pisano's testimony in particular revealed unlawful communication among certain city commissioners, the investigators sought physical evidence or other testimony to support those claims. After reviewing Inv. Harris' work product I identified potential sunshine law violations. These are fully set out in the thirty page Timeline Supplemental Report signed December 9, 2016. However, the state has no corroborating physical or other evidence and it is my opinion that significant proof deficiencies preclude filing charges.

For example, Inv. Harris asserts that certain email communications which could form the basis for prosecution were blind copies (bcc) between city commissioners in contravention of the sunshine law. However, Inv. Browning and I reviewed the documents in our possession and we cannot locate proof/authentication that the copies were indeed bcc's sent from one commissioner to another. Although the copies in our possession are most likely blind copies, we lack proof beyond a reasonable doubt. We do not have access to computer hard drives for independent forensic analysis.

In an attempt to obtain such corroborating evidence I entered into pre-charge plea discussions with a particular city commissioner's lawyer. The goal was to afford that commissioner a favorable sentence in return for truthful testimony which we expected would corroborate Mayor Pisano's immunized testimony and also authenticate various documents in the state's possession. Those plea negotiations were not successful and the proof deficiencies have not been solved.

**A copy of this document was sent to Law Enforcement Agency on February 7, 2018.**

**PARALEGAL:** Noel Piro

**APPROVED BY ASA:** Richard L. Walsh  
Assistant State Attorney

**DATE:** February 7, 2018



NM17003789

SAO CO - 36 -



# JACOB V. STUART P.A.

January 7, 2019

**Sent Via Electronic Mail**

Mr. Bob Francis  
City Manager, Belle Isle, FL  
1600 Nela Ave.  
Belle Isle, FL 32809  
bfrancis@belleislefl.gov

RE: Response from Attorney Jacob Stuart, Jr., Concerning the Representation of Sue Nielsen

Dear Mr. Francis:

My name is Jacob Stuart, Jr. and I represented the Honorable Sue Nielsen in Case No.: 2017-NM-3789 and 2015-IN-80 here in the Ninth Judicial Circuit. As you have requested, I have put together a *summary* of the legal services my Firm provided to Ms. Nielsen.

Please know that I was originally retained by Ms. Nielsen on September 29, 2016. As you may know, Ms. Nielsen's case began as an open investigation by the 9<sup>th</sup> Judicial Circuit State's Attorney's Office into alleged violations of Florida's "Sunshine Law" and other potential collateral issues. The case concluded on February 8, 2018 with the State of Florida deciding not to proceed with criminal charges after requesting Ms. Nielsen to plea to baseless criminal charges to resolve the matter. The State's perspective of the alleged facts relating to Ms. Nielsen, and the other officials allegedly involved, can be found in their "Timeline Supplemental Report" from December 16, 2016 on pages 8-19.

The total fee for my firm's representation of Ms. Nielsen throughout the criminal investigation and prosecution for 497 days was \$20,000.00. An invoice for my fees has been previously provided to you.

While I have been taught since I was a boy that humility is one of the most important virtues that exists, it appears a brief summary of my career is necessary. I have been admitted to practice law in the State of Florida since November, 2010. Since that time, I have tried over 130



# JACOB V. STUART P.A.

criminal jury trials against the State of Florida. I have also represented many elected officials in criminal and administrative investigations ranging from the Florida Election Commission to inquiries from federal agency(s) including the Department of Homeland Security, the Federal Bureau of Investigation, the Security and Exchange Commission, and the Internal Revenue Service. In addition, I have been on retainer for the past 3 years for a Fortune 50 Company to represent them here locally in criminal and administrative matters in Orange, Osceola, and Seminole Counties. I have also been awarded the designation as a "Rising Star" in the Florida Super Lawyers Publication each year since 2015. Only 2.5% of lawyers receive this recognition out of 100,000+ lawyers in Florida. This selection process includes independent research, peer nominations and peer evaluation. Finally, I was recognized by Florida Trend as a "Florida Legal Elite Up and Comer" in 2017. This statewide designation is given to attorneys under 40 years old who are "respected by their peers for excellence in law [and] represent the future of the legal profession in Florida."

During the course of my representation of Ms. Nielsen from September, 2016 to present, at a minimum, I have had over thirty (30) phone calls with Ms. Nielsen, over fifty (50) text messages, over twenty-five (25) emails, and at least six (6) meetings in my office. In addition, I was provided with thousands of text messages and emails by Ms. Nielson, as well as thousands of pages of documentation to review pertaining to the subject of the investigation. As supported by the attachments to this letter, my office communicated with the Office of the State Attorney over thirty (30) times, including a face-to-face interview with Ms. Nielsen, phone calls, emails, and providing the State Attorney's Office a comprehensive binder of communication by Ms. Nielsen for the period requested. In addition, there were many hours spent researching the application of each specific instance of potential violations and preparing a memorandum of law and motion to dismiss at arraignment if the State did formally file charges.

For the purposes you requested, I want to reiterate that I do not normally charge clients by the "billable hour method" as I believe that flat-fees are better for client's expectations, overall efficiency, and my firm's time management. To help assist in the timeline of work, I have gone back to give a macro examination our work. Simply put, creating a work-log of over a yaer's

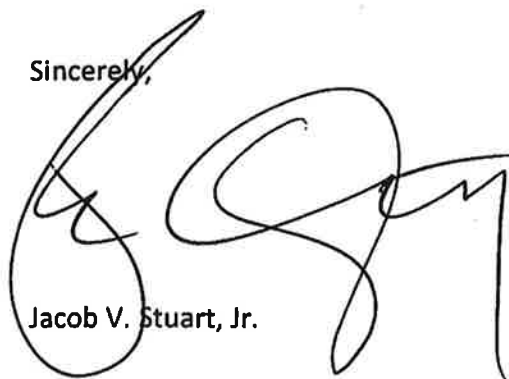


# JACOB V. STUART P.A.

worth of work, is substantial in itself. Towards this end, while the work done was immense as listed in the attachments, this does not reflect the total amount of work done by myself and my Firm. If I had charged Ms. Nielsen a reasonable billable rate of \$350.00 per hour, Ms. Nielsen's bill for legal services would have greatly exceeded what has been paid to my Firm. We have broken down the macro-summaries as follows (none of which are exhaustive): (1) a communication log with myself and Ms. Nielsen; (2) a communication log with my Firm and 9<sup>th</sup> Judicial Circuit State's Attorney's Office; (3) a portion of the relevant text messages involving Ms. Nielsen;<sup>1</sup> and (4) a copy of the relevant phone records. If required, an exhaustive list can be provided but would require more time and cost(s).

Finally, I plan on attending the next meeting of the Belle Isle City Hall Meeting to answer any question(s) from the Council or staff. Further, please feel free to call (my cell is 407-416-5987) or email, JVS@JacobStuartLaw.com, with any questions or concerns.

Sincerely,



Jacob V. Stuart, Jr.

*Enclosures*

CC: The Honorable Sue Nielsen

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<sup>1</sup> As indicated, and provided to 9th Judicial Circuit State's Attorney's Office, there were thousands of texts and emails, section 3 of the attachments represent a portion of the discovery. A public records request of our information provided to the 9th Judicial Circuit State's Attorney's Office would also provide a point of reference as well.

Attorney/Client Communication	
Calls	
9/19/16	
9/30/16	
10/3/16	
10/4/16	
11/7/16	
2/17/17	
6/9/17	
6/9/17	
7/18/17	
8/3/17	
8/3/17	
8/7/17	
8/23/17	
8/24/17	
8/31/17	
9/5/17	
10/3/17	
10/9/17	
10/9/17	
10/11/17	
1/17/18	
1/18/18	
1/18/18	
1/18/18	
2/6/18	
2/7/18	
2/7/18	
2/7/18	
2/8/18	
2/9/18	
2/9/18	
Text Between Mr. Stuart and Mr. Nielsen	
9/29/16	
10/28/16	
11/7/16	
11/9/16	
11/10/16	
11/19/16	
11/24/16	
12/2/16	
12/13/16	
12/15/16	
12/27/16	
1/9/17	
1/27/17	
2/16/17	
3/14/17	
3/21/17	
3/25/17	
5/25/17	
5/28/17	
7/14/17	
7/18/17	
8/3/17	
8/4/17	
8/16/17	
8/22/17	
8/25/17	
8/30/17	
9/2/17	
10/3/17	
10/5/17	
10/8/17	
10/9/17	
10/13/17	
10/16/17	
10/17/17	
10/18/17	
10/24/17	
10/26/17	
10/31/17	
11/1/17	
11/9/17	
11/13/17	
11/22/17	
11/28/17	
12/24/17	
12/26/17	
12/28/17	
1/3/18	
1/18/18	
2/9/18	
Emails:	Amount
9/30/16	6
10/1/16	1
10/10/16	1
10/18/16	2
10/19/16	1
10/21/16	2
11/1/16	1
10/12/16	1
10/13/16	2
8/2/17	1
10/9/17	1
11/20/17	1
2/7/18	2
2/8/18	1
2/9/18	2
2/19/18	2
Meetings in Person	Location
9/29/16	Jacob Stuart's Office
11/8/16	Jacob Stuart's Office
11/8/16	SAC
8/7/17	Jacob Stuart's Office
8/17/17	Jacob Stuart's Office
10/4/17	Jacob Stuart's Office
12/29/17	Jacob Stuart's Office



<b>Communcation Attorney's Office</b>	
<b>Date:</b>	<b>Type</b>
10/10/16	Email to Jeff Harris
10/10/16	Call with Dective Jeff Harris
11/8/16	Interview/Statement to SAO
2/21/17	Email: Mr. Rich Wallsh, Esq
2/21/17	Email: Mr. Rich Wallsh, Esq
3/20/17	Email: Mr. Rich Wallsh, Esq
4/17/17	Email: Mr. Rich Wallsh, Esq
4/18/17	Email: Mr. Rich Wallsh, Esq
4/21/17	Email: Mr. Rich Wallsh, Esq
4/21/17	Email: Mr. Rich Wallsh, Esq
6/5/17	Email: Mr. Rich Wallsh, Esq
6/7/17	Email: Mr. Rich Wallsh, Esq
7/15/17	Email: Mr. Rich Wallsh, Esq
7/19/17	Email: Mr. Rich Wallsh, Esq
7/25/17	Email: Mr. Rich Wallsh, Esq
8/2/17	Email: Mr. Rich Wallsh, Esq
8/2/17	Email: Mr. Rich Wallsh, Esq
8/2/17	Email: Mr. Rich Wallsh, Esq
8/4/17	Email: Mr. Rich Wallsh, Esq
8/10/17	Email: Mr. Rich Wallsh, Esq
8/11/17	Email: Mr. Rich Wallsh, Esq
8/22/17	Email: Mr. Rich Wallsh, Esq
8/23/17	Telephone Confernce: Mr. Rich Wallsh, Esq
8/31/17	Email: Mr. Rich Wallsh, Esq
9/14/17	Email: Mr. Rich Wallsh, Esq
9/25/17	Email: Mr. Rich Wallsh, Esq
9/28/17	Email: Mr. Rich Wallsh, Esq
10/2/17	Email: Mr. Rich Wallsh, Esq
N/A	Telephone Confernce: Mr. Rich Wallsh, Esq
N/A	Telephone Confernce: Mr. Rich Wallsh, Esq
10/4/17	Email: Mr. Rich Wallsh, Esq
11/28/17	Email: Mr. Rich Wallsh, Esq
11/29/17	Email: Mr. Rich Wallsh, Esq
2/7/18	Email: Mr. Rich Wallsh, Esq

DATE	Sue Nielsen	Lydia Pisano
11/15/13	3	3
11/18/13	11	16
11/19/13	3	5
11/22/13	2	1
11/25/13	1	3
11/26/13	1	3
11/27/13	0	1
12/3/13	5	12
12/8/13	3	3
12/18/13	5	4
12/19/13	3	4
12/23/13	2	1
1/6/14	4	2
1/8/14	4	5
1/22/14	3	2
1/29/14	4	3
2/8/14	3	6
2/13/14	1	1
2/16/14	1	3
2/17/14	1	1
2/19/14	2	1
2/20/14	5	3
2/23/14	3	8
2/24/14	2	1
2/25/14	0	2
3/17/14	3	4
3/18/14	2	1
5/7/15	3	6
6/10/15	1	2
11/22/15	6	8
12/14/15	2	2
12/15/15	2	1
12/19/15	3	3
12/23/15	2	1
6/22/16	1	2
7/22/16	2	2
8/31/16	6	5
	105	131
		N/A
2/29/16	0	1
4/25/16	2	0
4/26/16	0	3
4/27/16	1	2

5/2/16	0	1
5/9/16	0	1
5/10/16	0	1
5/11/16	0	1
5/13/16	0	1
5/17/16	1	1
5/25/16	0	1
8/25/16	1	0
8/28/16	1	0
9/17/16	1	0
10/10/16	0	1
		Gary Meloon
4/1/16	3	2
	1	Sarah (cell)
7/30/14	2	2
7/31/14	1	2
8/13/14	4	2
8/14/14	2	5
8/19/14	1	3
8/20/14	2	3
8/21/14	4	5
8/22/14	5	1
9/4/14	1	8
9/11/14	1	0
9/19/14	0	0
9/21/14	2	1
9/22/14	1	0
9/26/14	1	0
9/27/14	4	1
10/6/14	1	5
10/29/14	1	2
11/6/14	1	2
11/7/14	4	0
11/10/14	3	4
11/11/14	2	1
11/12/14	1	0
11/13/14	1	0
12/6/14	1	0
1/15/15	1	1
1/29/15	1	0
2/12/15	1	2

2/15/15	2	0
3/10/15	1	2
3/19/15	1	2
4/15/15	1	3
5/5/15	1	1
5/7/15	2	1
5/8/15	1	0
5/28/15	2	1
6/1/15	2	3
6/10/15	1	4
6/29/15	0	1
7/29/15	1	2
7/30/15	1	2
8/3/15	1	1
8/4/15	1	1
8/5/15	0	1
8/10/15	1	1
8/11/15	1	0
8/19/15	0	0
8/28/15	1	2
8/29/15	1	0
9/30/15	1	0
10/1/15	2	3
10/26/15	0	3
12/2/15	1	3
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12/9/15	1	2
12/16/15	1	1
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2/18/16	2	0
3/21/16	1	2
3/22/16	0	1
4/3/16	1	1
4/4/16	4	0
4/13/16	1	3
4/14/16	6	1
5/17/16	3	6
5/18/16	4	3

5/31/16	1	3
6/1/16		0
	0	Deanna Goodenow
6/2/14	1	1
6/3/14	0	2
6/4/14	1	1
7/9/14	1	3
7/18/14	1	2
8/11/14	2	0
8/12/14	1	2
9/8/14	1	1
9/16/14	4	1
9/23/14	2	7
10/1/14	4	5
10/2/14	2	4
10/9/14	2	2
10/10/14	1	2
10/29/14	7	3
11/8/14	2	7
11/17/14	0	1
12/5/14	3	3
12/6/14	1	2
12/9/14	0	2
12/10/14	0	1
12/19/14	0	1
1/6/15	1	1
1/13/15	1	0
2/9/15	1	3
2/28/15	1	2
3/6/15	6	0
3/8/15	1	6
3/9/15	1	1
7/15/15	2	2
9/28/15	4	3
9/29/15	3	7
11/4/15	0	4
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11/12/15	1	2
12/2/15	1	1
12/3/15	0	2
12/18/15	3	1
1/11/16	6	6
2/23/16	3	6

4/24/16	2	4
4/25/16	4	6
4/26/16	0	8
4/27/16	4	1
5/4/16	3	9
5/17/16	4	3
6/8/16		4
	0	David Evertsen
4/26/16	22	1
5/15/16	1	20
6/22/16	2	1
6/23/16		2
	6	Nancy W
11/8/14	4	3
11/17/14	2	4
3/5/15	2	1
3/8/15	5	2
6/6/15	1	6
6/7/15	1	1
6/8/15	5	1
6/18/15	2	5
6/25/15	1	1
7/1/15	2	1
7/6/15	1	3
7/7/15	6	1
7/9/15	3	6
7/10/15	7	3
7/19/15	6	8
7/24/15	2	4
7/26/15	2	3
7/27/15	0	2
7/30/15	1	1
8/1/15	1	1
8/2/15	8	1
8/3/15	1	9
8/4/15	4	1
8/26/15	3	3
9/3/15	4	4
9/15/15	3	5
9/16/15	0	2
9/22/15	2	1

9/30/15	4	1
10/1/15	4	3
11/3/15	4	4
11/12/15	0	4
11/16/15	3	1
11/19/15	2	2
11/24/15	0	2
11/29/15	0	1
12/9/15	2	1
12/19/15	2	2
1/13/16	5	2
1/20/16	4	4
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1/27/16	3	1
1/31/16	7	2
2/13/16	10	4
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2/16/16	1	1
2/29/16	2	2
3/3/16	3	2
3/9/16	2	5
3/11/16	4	2
3/12/16	2	2
3/14/16	2	2
3/15/16	2	0
3/18/16	4	3
3/22/16	1	3
3/30/16	4	0
4/1/16	1	4
4/23/16	3	1
4/30/16	2	2
5/1/16	1	3
5/3/16	0	1
5/26/16	1	2
5/27/16	9	0
6/27/16	2	5
6/28/16	3	3
6/29/16	4	3
7/13/16	0	3
7/14/16	2	1
7/15/16	3	2
7/17/16	0	3
7/25/16	4	1
7/26/16	5	4
8/11/16	3	5

8/12/16	1	3
8/13/16	7	0
8/29/16	2	6
8/30/16	4	2
8/31/16	0	4
9/2/16	5	1
9/13/16	8	5
9/14/16	3	7
9/15/16	1	4
9/17/16	0	1
9/18/16	2	1
9/21/16	4	3
9/26/16		4
	4	Ed Gold
6/3/14	0	4
6/21/14	1	1
6/28/14	1	1
7/1/14	3	2
9/15/14	6	2
11/14/14	4	11
11/15/14	1	5
1/15/15	3	2
1/17/15	4	3
2/25/15	1	3
3/9/15	9	1
3/10/15	5	19
4/13/15	2	6
4/21/15	3	4
4/25/15	3	4
5/1/15	3	4
5/2/15	7	4
5/7/15	1	13
5/8/15	4	1
5/21/15	6	8
5/31/15	1	10
6/6/15	0	1
7/12/15	2	1
7/17/15	1	1
8/13/15	2	2
9/9/15	0	4
9/10/15	2	2
10/6/15	0	0
10/16/15	1	1



10/17/15	1	0
11/30/15	3	0
3/12/16	5	3
4/30/16		3
	2	Charline (cell)
2/24/14	1	3
10/14/14	1	1
6/13/16	3	2
8/8/16	4	1
8/11/16	5	4
8/24/16		3
	2	Katy McGinnis
12/12/15	0	1
12/15/15	1	2
12/16/15	1	0
12/20/15	4	0
1/23/16	2	2
1/27/16	2	0
1/28/16	4	1
2/1/16	3	1
2/12/16	2	1
2/13/16	4	1
2/14/16	9	1
2/15/16	1	7
2/19/16	1	1
3/12/16	1	1
3/27/16	0	0
3/28/16	2	1
3/29/16		0
	11	Jeremy Weinsler
10/29/14	3	11
10/30/14	0	1
12/2/14	1	1
12/8/14	1	0
12/12/14	1	0
12/13/14	0	1
12/18/14	4	1
12/19/14	1	5
1/3/15	0	1

1/16/15	1	1
1/17/15	0	0
1/28/15	1	1
1/30/15	2	0
2/5/15	1	0
2/11/15	1	0
3/6/15	5	1
3/9/15	4	4
3/10/15	1	8
3/30/15	2	1
4/22/15	4	2
5/8/15	2	2
5/25/15	1	0
6/1/15	1	1
6/5/15	4	0
6/7/15	6	2
6/11/15	2	2
6/17/15	1	3
6/18/15	4	0
6/19/15	1	1
6/21/15	5	0
6/23/15	8	3
6/24/15	6	11
6/25/15	4	3
6/26/15	2	2
6/27/15	1	2
7/2/15	1	0
7/3/15	1	2
7/6/15	2	0
7/25/15	2	1
7/30/15	3	0
8/2/15	1	3
8/12/15	3	1
9/7/15	2	1
9/10/15	3	2
10/11/15	1	3
10/26/15	1	2
11/2/15	1	0
11/3/15	1	0
11/19/15	1	0
11/23/15	1	0
2/10/16	1	0
2/11/16	1	0
2/19/16	1	1
3/27/16	1	0

4/22/16	1	1
9/7/16	1	0
9/8/16		1
	1	Frank Kruppenbacher
6/1/15	1	1
7/9/15	2	0
7/16/15	1	1
7/17/15	1	1
8/2/15	1	0
8/5/15	5	0
8/26/15	1	1
9/3/15	1	0
9/4/15	2	1
9/22/15	1	0
10/6/15	1	0
10/24/15	1	0
10/27/15	1	0
11/14/15	5	0
11/23/15	3	3
1/4/16	1	0
4/4/16	1	0
4/10/16	1	1
4/11/16	1	0
4/29/16	0	0
3/10/16	1	1
3/11/16	1	0
3/13/16	1	1
3/29/16	2	1
3/30/16	1	1
4/1/16	1	0
4/8/16	1	0
4/19/16	3	0
5/15/16	4	2
5/17/16	1	1
6/1/16	2	1
6/6/16	3	2
6/8/16	8	2
6/22/16	4	8
6/23/16	4	1
6/24/16	1	1
6/27/16	1	0
6/30/16	1	0
7/1/16	2	0

[illegible]

[illegible]



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

**Meeting Date:** January 15, 2019

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

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

**Subject:** Update on Cross Lake Park Purchase

**Background:** The City has been attempting to purchase Cross Lake Park from the State. To do so, the Orange County Commissioners, acting as the Lake Conway Navigation District Board, have to provide a recommendation on the City's application to purchase the property. The City received word that until the City and adjacent property owners resolve the concerns of the adjoin property owners, the County staff will not move this issue to the BCC Agenda, even though the Lake Conway Navigation Advisory Board recommended approval of the purchase.

Since there's been a change of leadership at the County Commissioner level, Orange County staff provided Commissioner Uribe on this issue. Commissioner Uribe's office reached out the City last week and wants to convene a meeting with the City and the adjacent property owners in the near future to see if this issue can move forward.

Also last week, the City contacted the attorney for the adjacent property owners for an update. The attorney responded with an email on January 10<sup>th</sup>. On January 11, the City responded to the email, and stated that an update would be provided to the City Council at the January 15, 2019 meeting.

**Staff Recommendation:** Review the information and determine if the Council's wants to change their direction. The current direction of the Council is to outright purchase the Cross Lake Property from the state.

**Suggested Motion:** None needed

**Alternatives:** Provide a different alternative to the purchase as suggested in the attorney's email dated January 10, 2019.

**Fiscal Impact:** \$19,000 to purchase the land from the State.

**Attachments:** Attorney email dated January 10, 2019  
City Response dated January 11, 2019  
Memo from the City Manager to Council regarding the Attorney email



Bob Francis &lt;bfrancis@belleislefl.gov&gt;

**Letter re: land**

2 messages

Carlos Payas &lt;cepayas@payaslaw.com&gt;

Thu, Jan 10, 2019 at 3:13 PM

To: "Bfrancis@belleislefl.gov" &lt;Bfrancis@belleislefl.gov&gt;

Dear Mr. Francis,

I am writing this email in response to our discussion earlier this week. You may recall that I have been involved in this case and have attended multiple meetings with my clients, Mr. Walker, yourself and Counsel for the City. It has been my understanding that the City had intended to work together with the adjoining land owners to come up with a beneficial use for land for all three parties. At the last meeting that I attended with yourself and Counsel we discussed four possibilities.

1. That the land would be vacated to the adjoining land owners.
2. That the land would be purchased as a right of way by the city.
3. That no action be taken by the City, usage would remain the same and my client and Mr. Walker could get easements from the State.
4. The City purchase the land and make it a park. There were also discussions of a blended approach where some portions could be vacated or dedicated for certain types of usage for the park/ROW/private (an example was 1/3, 1/3, 1/3 split).

My clients concerns include, right of access, quiet enjoyment, property value and safety. My clients and I have reviewed sketches and memorandum that the city has provided, along with the minutes from various City Council meetings. My clients have concerns with the park being adjacent to their dock. They continuously have individuals use their dock for boarding boats and personal watercraft without their permission. My clients have concerns with the park being 8ft from the front of their house. Please understand that unlike any other park in Belle Isle, this park is not behind their house or next to their house, it is in front of their house. My clients have concerns over ingress and egress to their property. We do not know where the City intends to place the parking spaces it has proposed on the property. It should be noted that the property is accessed by a single lane dirt road. My clients have complained about individuals parking in their driveway, parking behind their driveway and blocking access to their driveway. My clients have concerns with the land being used as a boat ramp or launch. The City of Belle Isle only owns the land to two of the parks listed on your website. Those parks are the Venetian boat ramp and the Perkins boat ramp. The City does not own the land for any of the other parks that are on the water.

My clients understand the City's desire to have a park and do not intend to prevent the City from having a park. My client's issues are in regards to the size, location and potential use of the park in regards to their home, driveway and community. Members of the City council on record have discussed dedicating portions to the adjacent landowners, having a buffer (I don't recall if buffer was the exact word used) between the adjacent landowners and the park and ensuring that the land will not be used as a boat ramp or launch. I believe that if we can 1. Come to an agreement on a blended approach and 2. Have an ordinance passed with regards to the use of the park to not include a boat launch or access my clients will be satisfied. My clients believe the City may have concerns that my clients want to use the land as a drain field. I can assure you that is not the case. If you look at the City's intended use, my clients and Mr. Walkers issues, this is a simple and easy solution. I believe that we will also have the support of the County with regards to this type of purchase.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Carlos E. Payas, Esq.

*Payas, Payas & Payas, LLP*

1018 East Robinson Street

Orlando, Florida 32801

Direct: (407) 367-0206

Fax: (407) 581-8992

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**Bob Francis** <bfrancis@belleislefl.gov>  
To: cepayas@payaslaw.com

Fri, Jan 11, 2019 at 9:56 AM

Mr. Peyes: Thank you for the email. Yes, I know you've been involved and yes, it's been the understanding that the City intends to work together with your clients, however your clients have not been forthcoming with their concerns. Working together does not mean the City giving up its right to any or all of the parcel, or to make sacrifices at the expense of the other 6,400 residents of the City who have a right to use that property. You wrote about some "blended" option, yet you have not provided any diagram, sketch or plan as to how this parcel would be divided so that the City would have the park area and access to it without needing an easement. Frankly, I don't see how that can work, but if you can show me with a sketch or diagram, then I will take that to the City Council for their direction. I suggest you do that expeditiously as I plan to discuss this issue, and your email, with the City Council at their meeting on January 15, 2019. The City Council, as a governing body, has made it clear that the City's intent is to purchase the property from the state and continue its use as a passive park. If you have members of Council on record, stating they want to dedicate a portion of the land to the adjacent property owners, then you should produce that record, attend the City Council meeting and address the Council. It is the Council, as a whole, that makes the decision, not one or two individuals, and the last decision that the governing body made was to purchase the property. After the property is purchased by the City, your clients could then request any additional action from Council they wish.

As for your client located at 2211 Cross Lake Road, they knew that Cross Lake Park was being used as a park when they were interested in purchasing the property which I suspect was in 2006. I make this assumption because the records are confidential and the prior owner left the property in that time frame. Up until the time the City put in an application to the State in early 2018, there is no record of your client contacting the City with any of the concerns stated. So now, after 10 years, there are problems with quiet enjoyment, privacy, property value and access; the same concerns that your clients should have considered prior to purchasing their property.

As for the remainder of your email, most of what you stated is either immaterial, in error, or information was already provided to you client. I will discuss your email with the Council at their meeting and then it can be further discussed when we meet with Commissioner Uribe in the near future. I will agree with your statement that if we look at the City's intended use, your clients and Mr. Walkers issues, there is a simple and easy solution. That solution was provided to your clients on many occasions. Thank you.

Sincerely,

*Bob*

Bob Francis, ICMA-CM  
City Manager  
City of Belle Isle, FL





## CITY OF BELLE ISLE, FL

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

### MEMORANDUM

From the Desk of Bob Francis, City Manager

**To:** City Council  
**Date:** January 15, 2019  
**Re:** Update on Cross Lake Purchase

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Mayor & Council: In addition to the email response the Mr. Peyes, who represents the owners of 2211 Cross Lake Dr., I am providing the following responses:

After almost a year, Mr. Peyes' clients have documented their concerns with the property. It's been the understanding that the City intended to work together with them, however working together does not mean the City giving up its right to any or all of the parcel, or to make sacrifices at the expense of the other 6,400 residents of the City who have a right to that property. The City Council, as a governing body, has made it clear that the City's intent is to purchase the property from the state and continue its use as a passive park (stated in the City's Comp Plan). Mr. Peyes stated that he has members of Council, on record, stating they want to dedicate a portion of the land to the adjacent property owners. I told him that if so, then he should produce those records, attend a City Council meeting and address the Council. It is the Council, as a whole, that makes the decision, not one or two individuals, and the last decision that the governing body made was to purchase the property. After the property is purchased by the City, his clients could then request any additional action from Council they wish.

As for the four possibilities that were discussed, the Council, as a governing body, elected to purchase the property and make it a park. No discussion on a "blended" approach. In his email, he spoke of a "blended" approach, yet he has not provided any diagram, sketch or plan as to how this parcel would be divided so that the City would have the park area and access to it without needing an easement from his clients. Frankly, I don't see how that can work, but if he can show with a sketch or diagram, then I told him I would take that to the City Council for their direction. I suggested he do that expeditiously as I planned to discuss this issue, and his email, with the City Council at the meeting on January 15, 2019.

As for the City owning land to only two of the parks, he is not correct. Of the parks listed on our website, and whether they are all listed or not, the City owns all of them with the exception of

three, which are permanent drainage easements that belong to the state. Also this statement is immaterial as to how many parks the City owns and where they are located.

I addressed the concern of his client south of the park first. (5210 Oak Island Road) I received a text from him stating that as long as the City does not block his back yard access, then he is OK. I responded to him stating that the City had no plans to do so. Therefore, I consider his issues resolved.

As for your client located at 2211 Cross Lake Road, they knew that Cross Lake Park was being used as a park when they were interested in purchasing the property which I suspect was in 2006. I make this assumption because the records are confidential and the prior owner left the property in that time frame. Up until the time the City put in an application to the State in early 2018, there is no record of your client contacting the City with any of the concerns stated. So now, after 10 years, there are problems with quiet enjoyment, privacy, property value and access; the same concerns that your clients should have considered prior to purchasing their property.

To address the concerns stated in Mr. Peyes' email individually:

- a. The park adjacent to their dock: This is the problem that any lakeside property owner would have. If there is a problem with strangers using their boat dock, then the owners should do what other dock owners do; they call the marine patrol and the patrol will come and have those individuals removed. If it is a constant problem, then the City will work with Orange County and install a chain link fence out in to the water, as far as Orange County will allow, like the City has at other lakeside properties. There is even a possibility that Orange County may allow for a longer extension of the fence since your client is in a high-profile position. A combination of your client calling the marine patrol and the installation of a fence should resolve this concern.
- b. Park being 8 feet from their house and the park is in the front of their house: Unfortunately, the City cannot do anything about this since the house's previous owners built the house that way. Again, however, your client bought the house this way and if he was concerned at that time, then he should have not purchased the home. However, the city code allows a property owner, who is adjacent to a City park, to erect an 8-foot (in height) fence along the property. The front door and parking area of your client's house will abut public right-of-way, once the City purchases the property. Having the front door and driveway abut public right-of-way is what every other house in Belle Isle has.
- c. Ingress and Egress: The City has been clear that once the City owns the property, then the public right-of-way will be extended westward from its current position to the edge of the grass at the park. If need be, depending on the actual layout, this ROW may be extended further. The main point being that the City will extend the public ROW so your client will not have to worry about ingress and egress issues. This has been clearly documented and sketched out for your client on numerous occasions.
- d. Parking spaces: The City plans to install an ADA parking space along the southern fence line to the south. The exact location would be determined later; however it has been made clear to

your client that the final location will in no way affect the ingress or egress to their property. As attorneys, I'm sure they can understand the City's requirements to comply with the Americans with Disabilities Act.

e. Cross Lake is a dirt road: There are other roads in the City that are still dirt. Cross Lake will be paved when the other streets in the area are paved, just as McCawley Court was paved when Pasadena was paved. The City has no record of your clients complaining about parking but they can call the police department when this occurs and the police will take care of it, just like they assist other Belle Isle residents who call about parking.

f. Boat Ramp or Dock: As for the dock, the BIMC would not allow for a dock. The parcel is 50 feet wide. According to the BIMC and new Dock ordinance, public ramps must be 25 feet from the adjacent property line. A dock with a 4 foot access way would not fit on the property. The City would have to request a variance from the P&Z Board which is a public process and they would have to notify the adjoining owners of the variance. The BI Comprehensive Plan also states the Cross Lake is for swimming and passive use. If a dock or ramp were to be put there, the comprehensive plan would have to change which is a lengthy and very public process. As for a ramp, boat ramps are permitted through Orange County, not the City. Orange County would require a public hearing on this so your clients would be notified and be able to provide testimony. The City would not install a ramp or dock if they could because Cross Lake is a passive park and also the parking of additional vehicles with boat trailers would impact the entire neighborhood. An ordinance, as suggested, may not be as effective as these options provided.

g. Drain field: Yes, the City has a concern about this issue; however the City cannot enter on to the property at 2211 Cross Lake as we have no cause to do so.

I believe the City has adequately addressed the concerns of Mr. Peyes' clients and well as preserving the rights of the citizens of Belle Isle to continue to use this property as a park as they have been doing for at least the past 40 years.



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

**Meeting Date:** January 15, 2019

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

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

**Subject:** Settlement Agreement and Lot Split for 7020 Seminole

**Background:** The City received a Request for Relief from Bobby and Cindy Lance after the City Council approving the appeal of Greg Gent, which in effect, denied the substandard lot variance on 7020 Seminole Drive. As part of the process for the Request for Relief, both parties had to enter in to mediation. This was done in December with Commissioner Partin and City Manager Francis representing the City.

Both parties agreed on the attached Settlement Agreement, and now it comes before City Council for the Council approval. If the Council does not approve the Settlement Agreement, then both parties go back before the Special Magistrate to discuss the Request for Relief.

We believe that based on other lot splits that have been done, that this is similar to the others. As part of the negotiated discussions and this agreement, the Lances agreed to pay all the legal fees for the City which includes the Mediator's fees and the City Attorney's fees.

Mr. Lance is also required to provide a survey of the lot split for the Council to approve.

**Staff Recommendation:** Review the Settlement Agreement and determine if it is satisfactory. If so, approve the agreement.

**Suggested Motion:** **There are two motions to be done separately (if the first motion fails, then there is no second motion):**

**1st Motion:** I move that we approve the Mediated Settlement Agreement between the City and the Lances for the property at 7020 Seminole Dr.

**If the 1<sup>st</sup> Motion passes, then:** I move we approved the lot split for 7020 Seminole Drive.

**Alternatives:** Do not approve the agreement and move forward to the next step in the Request for Relief process.

**Fiscal Impact:** \$16,500 attorney fees and approximately \$300 in Mediator fees

**Attachments:**       Final Settlement Agreement  
                              Lot Split Survey

**SECTION 70.51, FLORIDA STATUTES, SPECIAL MAGISTRATE PROCEEDING**

PAUL R. "BOBBY" LANCE and  
CYNTHIA G. LANCE,

Petitioners,

v.

CITY OF BELLE ISLE, a  
Florida municipal corporation,

Respondent.

\_\_\_\_\_ /

**MEDIATED SETTLEMENT AGREEMENT IN**  
**SECTION 70.51, FLA. STAT. PROCEEDING**

This Mediated Settlement Agreement (this "Agreement") is entered into by and between Paul R. "Bobby" Lance and Cynthia G. Lance (the "Lances") and the City of Belle Isle, a Florida municipal corporation (the "City"). Lances and the City are sometimes herein jointly referred to as the Parties.

**RECITALS**

WHEREAS, Lances are the fee simple owner of that certain residential property located at 7020 Seminole Drive, Belle Isle, Florida, having Orange County Tax Parcel Identification Number 29-23-30-4389-02-150 (the "Subject Property"); and

WHEREAS, the Subject Property is 150.00 feet in width and 320.00 feet in length (or depth) extending to Lake Conway; and

WHEREAS, the Subject Property is zoned R-1AA and such zoning designation requires a minimum lot width of 85.00 feet; and

PROL/C.L.  
US

WHEREAS, Lances submitted an application concerning the Subject Property seeking a lot width variance in order to allow the future splitting of the Subject Property into two 75-foot wide lots, which is lower than the minimum 85-foot lot width requirement of the R-1AA zoning district (“Variance Application”); and

WHEREAS, the P & Z Board initially approved the Variance Application; however, the City of Belle Isle City Council (“City Council”), after conducting a *de novo* appeal hearing on June 5, 2018 to consider the Variance Application, denied the Variance Application; and

WHEREAS, on or about June 29, 2018, the Lances filed a Request for Relief Pursuant to Section 70.51, Florida Statutes to challenge the City Council’s denial of the Variance Application; and

WHEREAS, on December 5, 2018, a mediation pursuant to Section 70.51, Florida Statutes was conducted by Special Magistrate, Lewis Stone between the Lances and the City as represented by City Manager, Bob Francis and Commissioner Jim Partin in their capacity to make a recommendation of settlement to the City Council, and such mediation was continued so that Parties could finalize the terms and conditions of this mediated settlement agreement; and

WHEREAS, as part of a Section 70.51, Florida Statutes proceeding, the City through its City Manager, Bob Francis and Commissioner Jim Partin in their capacity to make a recommendation of settlement and the Lances agreed to a mediated settlement agreement which the Parties desire to memorialize such herein.

**NOW, THEREFORE,** in consideration of the promises, representations, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate and agree as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by reference.

2. SETTLEMENT VARIANCE. The Parties agree that the following modified lot width variance application with stipulated conditions (the "Settlement Application") and this Agreement will be presented to the City Council for review and consideration during a public hearing to be scheduled for the regular City Council meeting held on January 15, 2019:

A variance to the minimum lot width requirement of the R-1AA zoning district permitting the creation of two lots from the Subject Property with each lot having width of 75 feet subject to the following conditions of approval running with the land:

- (i) The Lances must submit a complete lot split application meeting all City Code requirements and receive approval for the intended lot split creating two 75-foot wide lots from the Subject Property within sixty (60) days from City Council approval of this Agreement and the Settlement Application. Each of the two lots created from the Subject Property are sometimes herein referred to as a "Lot" or the "Lots." As part of this lot split process, the Lances must submit a signed and sealed metes and bounds description prepared by a licensed surveyor for each of the two intended Lots created from the Subject Property. Lances shall pay the standard lot split application fees and costs. The lot split shall not be effective unless and until the Existing Improvements (as defined below) are demolished and removed from the Subject Property. The parties may proceed with having such lot split considered during the same City Council meeting in which this Agreement is being considered if the City receives the necessary application and documentation from Lance in a timely manner to allow such to occur.
- (ii) The Lances shall apply for and obtain a demolition permit for the demolition and removal of the existing house, front wall, dock and pool upon the Subject Property ("Existing Improvements") within one-hundred and eighty (180) days from Council approval of this Agreement and the Settlement Application. The Lances shall cause the Existing Improvements to be demolished and removed



from the Subject Property within three (3) months from the City's issuance of a demolition permit.

- (iii) The Subject Property shall maintain unified ownership and not be sold or conveyed into two separate Lots unless and until the lot split contemplated by subsection (i) is approved and the requirements of subsection (ii) above are met. If the conditions of subsection (i) and (ii) above are not timely met, then the lot width variance shall expire and the lot split creating the Lots shall not be approved, or if the lot split is subsequently approved, such lot split shall be rendered null and void and of no force and effect, thus leaving the Subject Property as one lot/parcel for development purposes.
- (iv) All residential buildings to be constructed upon the two Lots split from the Subject Property shall be setback at least seventy (70) feet from the Ordinary High Water Line of Lake Conway. Any pool or ancillary structures installed or built upon the two Lots shall be setback at least fifty (50) feet from the Ordinary High Water Line of Lake Conway. No ancillary structures will be used for residential purposes.
- (v) Each Lot shall be developed with a single-family home not exceeding 2 stories in height and not more than 4,700 square feet under air conditioning. The homes shall be constructed with varying elevations generally consistent with the two sets of elevations and floor plans represented in composite **Exhibit "A"** attached hereto. All development upon the Lots shall otherwise comply with all City Code requirements.
- (vi) For water quality purposes, a stormwater swale of sufficient size typical of those required along lakefront properties in Central Florida shall be designed and developed in the rear yard of each Lot near the lakefront.
- (vii) A fence with a maximum height of six feet (6') with six foot (6') gates (in height) will be permitted in the front yard to replace the existing wall provided any fencing and gates installed in the front yard on the Lots shall be limited to the wrought iron or aluminum metal fencing which has spacing between vertical rails, thus allowing viewing through the fencing from the public right-of-way to Lake Conway. The fencing shall otherwise meet the requirements of City Code.

- (viii) Unless the adjacent lakefront property owners agree in writing otherwise, any dock constructed upon each of the Lots shall be constructed as close to the shared property line with the other Lot as the City Code permits. The purpose of this requirement is to keep the dock constructed upon each of the Lots as close together as possible and away from any docks constructed or to be constructed upon adjacent lots. Any dock constructed upon the Lots shall comply with all requirements of the City Code without need for any variance or waiver from any requirement.

The Settlement Application and this Agreement shall be presented to the City Council during a public hearing for which the City staff, Lances and members of the public shall have the right to speak and submit documentation for the City Council's consideration. After conducting the public hearing, the City Council may approve or reject the Settlement Application and this Agreement.

3. CONTINGENT RELEASE. If the City Council approves this Agreement, Lot Split, and the Settlement Application or any version of the Settlement Application for which Lances consents as acceptable, Lances agree that Lances thereby waive and release the City and its officials, officers and employees from any and all petitions for writ of certiorari, Bert J. Harris Act claims, § 70.51, Florida Statutes proceedings, appeals, damages, causes of action, claims and lawsuits arising out or relating to the City Council's denial of the Variance Application and the intended lot split of the Subject Property.

4. EFFECTIVENESS. The City is a public entity required to operate in accordance with Chapter 286, Florida Statutes and in accordance with jurisdiction established to its City Council. The Parties acknowledge and agree that the City Manager, Bob Francis only has the authority to execute this Agreement in their capacity to make a recommendation of settlement in this Section 70.51, Fla. Stat. proceeding and that they cannot bind the City and its respective

*P.R.D. / C.D.L.*  
*WDF*

boards and City Council. The effectiveness of this Agreement remains subject to and conditioned upon the City Council's approval of Settlement Application. If the City Council rejects or denies the Settlement Application, then this Agreement (except Sections 5 and 6 which are intended to survive) shall be null and void, and the § 70.51, Fla. Stat. proceeding concerning the City Council's denial of the Variance Application shall move forward to final hearing to be conducted by Special Magistrate Lewis Stone within sixty (60) days of the City Council's rejection or denial of the Settlement Application (or such other time and date beyond 60-days agreed to by the Parties or as necessary to accommodate the schedule of Special Magistrate Lewis Stone), unless Lances decides to dismiss or abandon the § 70.51, Florida Statutes proceeding.

5. PUBLIC RECORD. The Parties acknowledge and agree this Agreement and the Settlement Application are public records and are not confidential including pursuant to §§ 44.405 and 70.51, Florida Statutes. This Agreement and the Settlement Application are required be considered by the City Council at an open public hearing and such will be part of a publicly available City Council agenda package or otherwise provided upon request and will be freely discussed in the public realm. Therefore, the Parties may provide a copy of this Agreement and the Settlement Application to members of the public and communicate details of this Agreement and the Settlement Application to members of the public at any time. In event this Agreement is rejected by the City Council, this Section shall survive.

6. SETTLEMENT DISCUSSIONS. This Agreement and the City Council's consideration of this Agreement and the Settlement Application constitutes a good faith attempt to resolve a disputed matter in a § 70.51, Fla. Stat. proceeding. If this Agreement and the Settlement Application are not approved by the City Council, then this Agreement and the City

Council hearing to consider this Agreement and the Settlement Application and any record containing or referring to this Agreement, the Settlement Application and the related settlement discussions shall not be used by either party as evidence or be admissible in any judicial or administrative proceeding for any purpose. This Agreement is a resolution of a dispute between the parties and shall not be considered an admission of liability or admission against interest by either party. If the City Council rejects this Agreement or denies the Settlement Application, Lances acknowledges and agrees that such decision by the City Council constitutes a rejection of a settlement proposal and is not reviewable or appealable (via petition for writ of certiorari or otherwise) to a court of law through an action brought by Lances. However, the Parties acknowledge that if the Settlement Application is approved by the City Council (i.e. results in the approval of a development order) that pursuant to law other persons with legal standing may challenge the City Council's approval of the Settlement Application in the appropriate court of law. In event this Agreement is rejected by the City Council, this Section shall survive.

7. SPECIAL MAGISTRATE FEES. As part consideration for this Agreement, Lances shall pay one-hundred percent of Special Magistrate Lewis Stone's fees and expenses incurred in the Section 70.51, Florida Statutes proceeding if the City Council approves this Agreement and the Settlement Variance and Lot split

8. CITY'S ATTORNEYS' FEES. As part consideration for this Agreement, Lances shall fully reimburse the City for the City's attorneys' fees and costs incurred in and relating to the Section 70.51, Florida Statutes proceeding filed by the Lances and relating to this Agreement in an amount not to exceed \$16,500.00, by paying such amount incurred by the City within five (5) business days after the City Council's approval of this Agreement and Lot

Split. The Lances shall not dispute or refuse to pay any amount requested by the City that is \$16,500.00 or less.

9. MISCELLANEOUS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement. Facsimiles or other electronic images of executed signature pages to this Agreement shall be considered originals so long as they are provided to the other parties by the party's attorney. Nothing in this Agreement shall: (i) constitute a waiver of or be construed as a restriction on or release of the City's police power and zoning authority and regulations, or (2) constitute or be deemed to require the City to issue any development order, development permit or any legislative, quasi-judicial or administrative approval or particular decision.

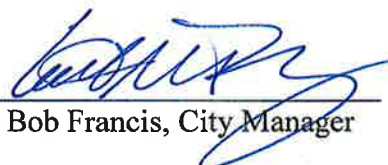
**Lances**

  
Paul R. "Bobby" Lance

  
Cynthia G. Lance

Date: Jan 8, 2019

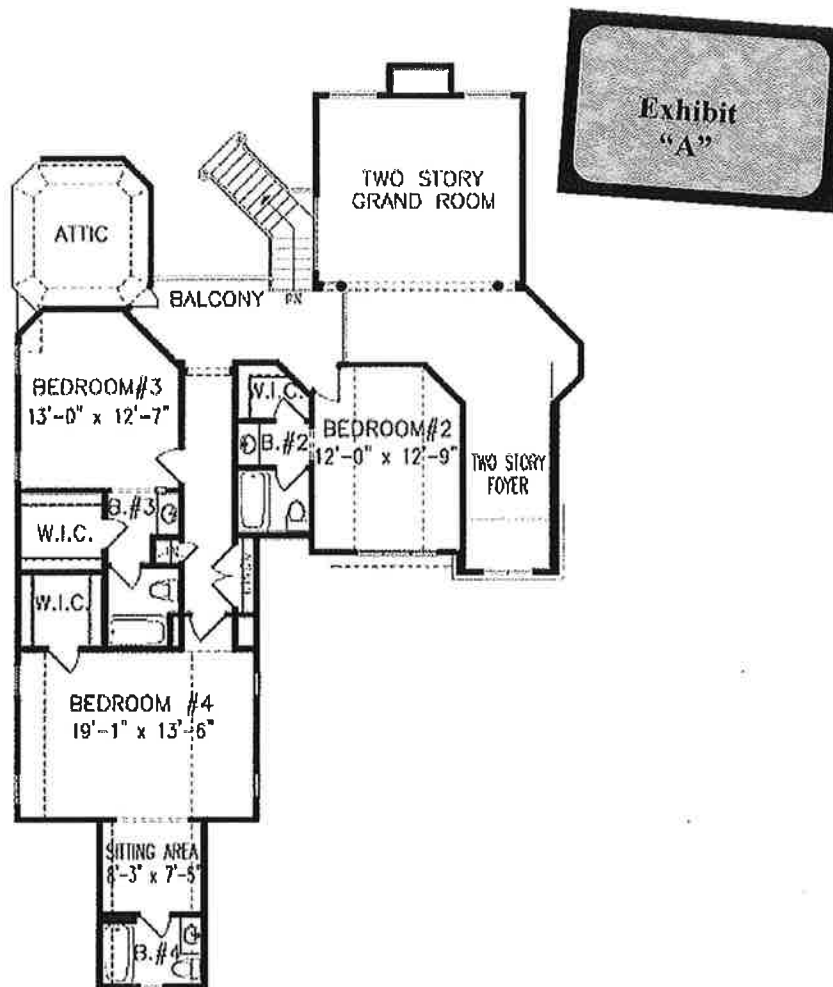
**City of Belle Isle**

By:   
Bob Francis, City Manager

Date: 1/8/19

\\s:\d\clients\belle isle, city of\lance, bobby & cynthia - lot split challenge, adv. b900-29008\mediated settlement agreement in section 70 51 fla stat proceeding 1-2-2019.docx





## Plan details

## Square Footage Breakdown

**Total Heated Area:**4,332 sq. ft.

**1st Floor:**3,081 sq. ft.

**2nd Floor:**1,251 sq. ft.

**Covered Patio:**212 sq. ft.

## Beds/Baths

**Bedrooms:**4

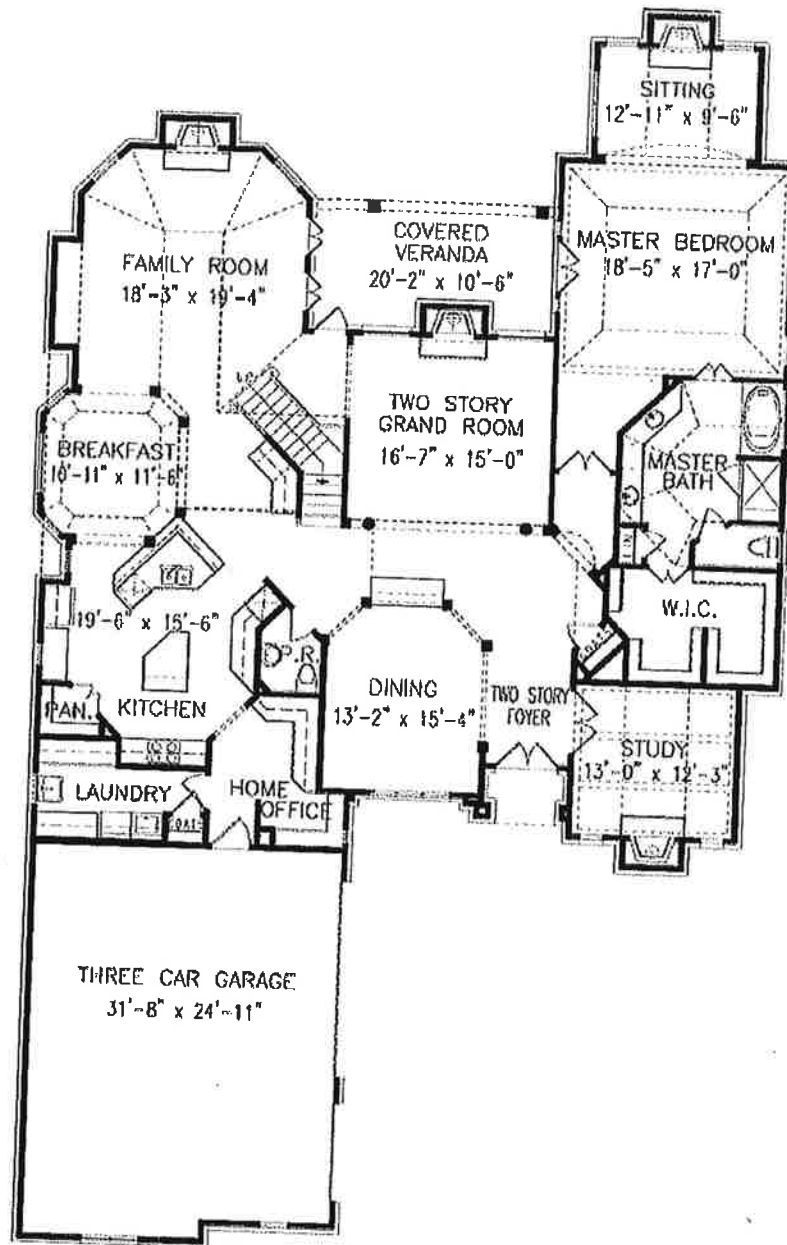
**Full Bathrooms:**4

**Half Bathrooms:**1

## Dimensions

**Width:**58'

**Depth:**101' 6"



2nd Floor

## Garage

**Type:**Attached

**Area:**800 sq. ft.

**Details:**3 cars

**Location:**Courtyard

## Foundation Type

**Standard Foundations:**Basement

## Exterior Walls

**Standard Type(s):**2x4

## Architectural Style

**European**

**Traditional**

## Special Features

**1st Floor Master Suite**

**Butler Walk-In Pantry**

**CAD Available**

**Den-Office-Library-Study**

**MBR Sitting Area**







[Click Here to Mirror Reverse Image](#)  
**COOLhouseplans.com Plan ID: chp-27755**  
**Order Code: C101**

Use this **COOL Printer-Friendly Page** to print a summary of information about this house plan.  
 You can **ORDER** this house plan now using our website or call **1-800-482-0464**. In Canada, call 1-800-361-7526.

Pull down the "File Menu" then click on the "Print" option or [Click Here To Print This Page](#).

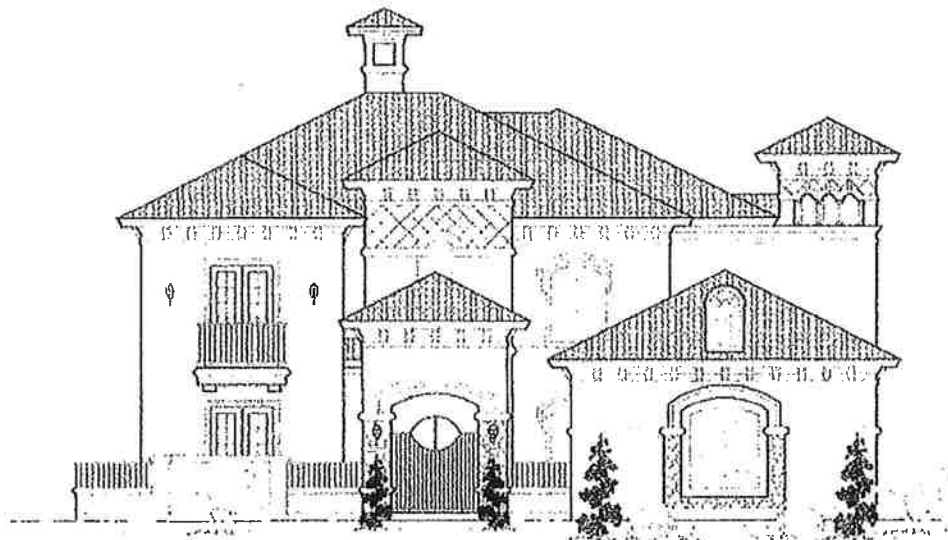
### House Plan Specifications

Number of Bedrooms: 4  
 Number of Bathrooms: 4.5  
 Width of House: 58 feet  
 Depth of House: 137 feet  
 First Floor: 3032 sq. ft.  
 Second Floor: 1589 sq. ft.  
**Total Living Area: 4621 sq. ft.**  
Does not include Garage, Covered  
 Porch, Deck, Patio, Storage square  
 footage, Etc.  
 Garage Size: 3 car or more  
 1st Floor Ceiling Height: 10'0  
 2nd Floor Ceiling Height: 9'0  
**Foundation Type(s) available  
 for this plan: Slab**  
 Style of House: Spanish/Med.  
 Exterior Wall Structure: 2x4 studs

### Pricing Information

PDF File: \$1,895.00  
 A Materials List is **NOT** available for this particular COOL House Plan.  
 Readable Reverse: \$150.00  
 extra per order  
All sets will be Readable Reverse copies. Turn around time is usually 3 to 5 business days. Not Available for Review Sets.  
 Mirror Reverse: \$0.00 per order

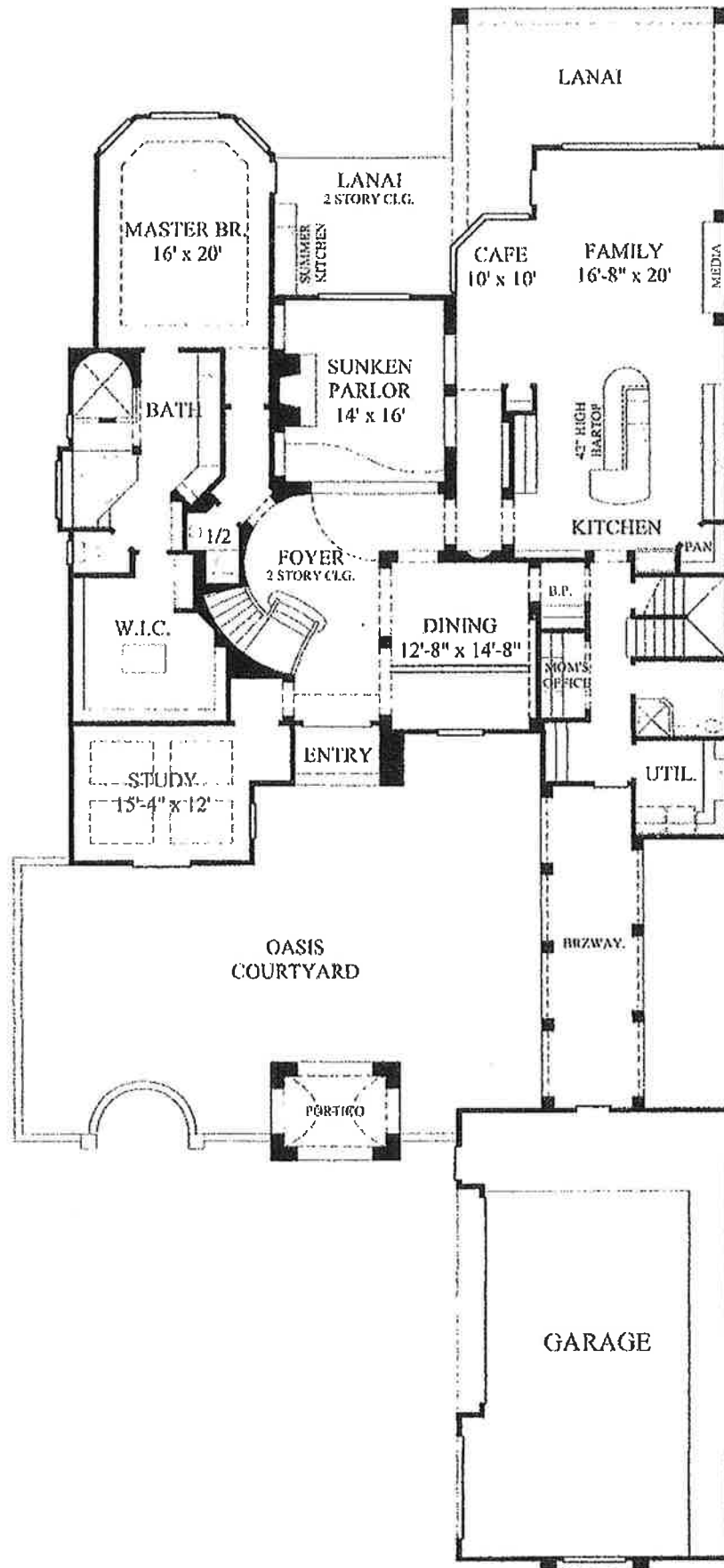
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**To Order call 1-800-482-0464**  
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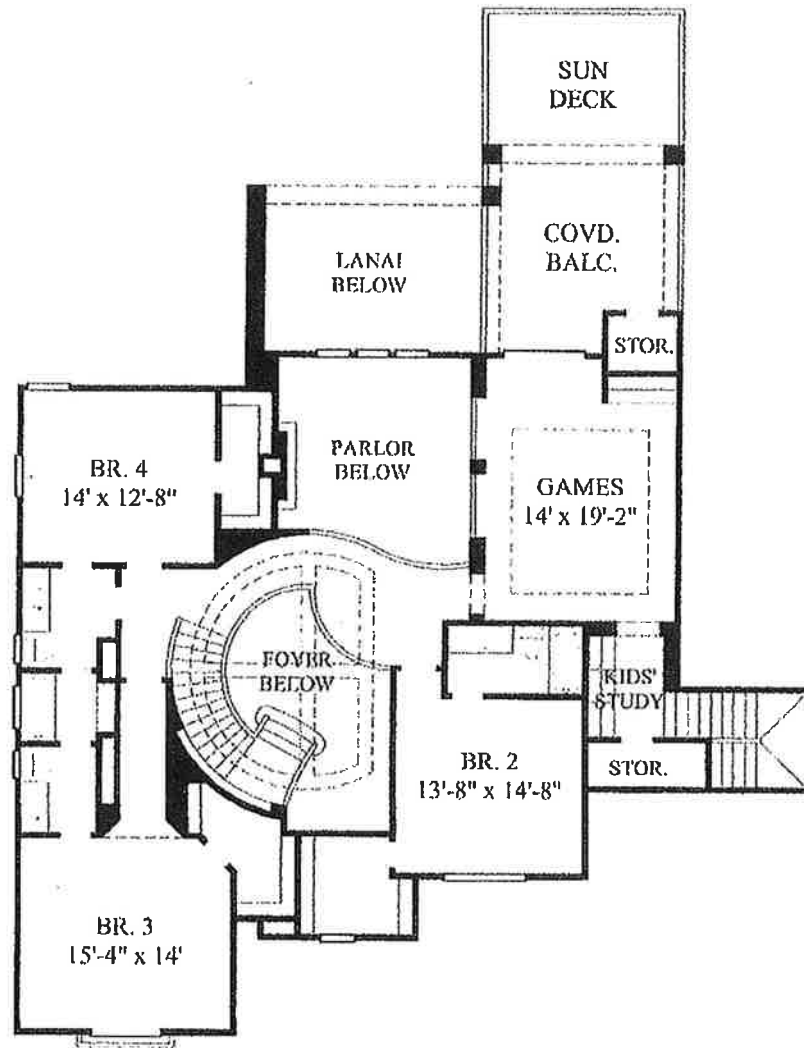


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 Elevation

**Plan ID: chp-27755, Order Code: C101**  
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**Second Floor Plan**  
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**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** January 15, 2019

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

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

**Subject:** Landscaping Bid

**Background:** The City advertised for landscaping services on September 8 with a closing date of October 23. At the Council meeting on October 30, the City Council rejected the bids and requested a new RFP be advertised because the Council wanted less chemical application applied to the City properties. The City changed the chemical application frequency and re-advertised the RFP. The City received three bids which were opened on December 13, 2018:

Dora Landscaping: \$84,349.10

Groundwerks: \$110,400.00

Millennium Grounds & Water: \$175,400.00

In the past the City complaints about Dora Landscaping and we were going to consider them a non-responsible bidder; however, over the past few months, we have not had complaints and they have improved their service.

**Staff Recommendation:** Approve the bid of Dora Landscaping.

**Suggested Motion:** I move we approve the bid of Dora Landscaping in the amount of \$84,349.10 for Landscape Maintenance Services.

**Alternatives:** Reject all bids and re-advertise.

**Fiscal Impact:** \$95,000 was approved in the 2018-19 Budget.

**Attachments:** RFP Ad  
Bid Sheets

The City of Belle Isle, Florida is requesting sealed bids for completing the **LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL (RFP)**, including all labor, materials and equipment. The expected start date for this contract will be on or about January 14, 2019. The bids will be received at the Office of the City Clerk, City Hall, 1600 Nela Avenue, Belle Isle, Florida, 32809, **until December 13 2018, no later than 4:00pm (EST)** at which time bids will be opened in the Council Chambers Room, 1600 Nela Avenue, Belle Isle, FL 32809 and publicly read aloud. Bids received after the above time and date will be returned unopened.

**There will be a MANDATORY pre-proposal meeting and tour.** Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work. **Those not attending the pre-proposal meeting will have their bids returned unopened.**

**The mandatory meeting and project tour date is November 19, 2018, 10:00am.** All bidders are invited to tour the property at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours. **Those not attending the pre-proposal meeting will have their bids returned unopened.**

The work consists of performing landscape maintenance, including all labor, materials, and equipment as outlined in this document. Specific components of the project include, not limited to, site preparation, irrigation maintenance, fertilization, pruning, mowing, edging, weeding, and removal of grass clippings, trash, and debris.

Copies of the RFP are available for public inspection at the office of the City Clerk in City Hall 1600 Nela Avenue, Belle Isle, Florida, 32809; 407-851-7730.

No bid may be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

It is the City's intent to award the project to the lowest qualified Bidder. However, the City reserves the right to waive all informalities in any bid, to reject any and all bids or any part of any bid with or without cause, re-advertise for all or any part of the work contemplated, and/or accept the bid that in its judgment will be in the best interests of the City.

Bids must be submitted on the Bid Form provided in this document. No facsimile, telegraphic or e-mail submissions will be accepted.

The undersigned hereby declares that they have carefully examined the individual sites listed on the bid form and will complete the LANDSCAPE MAINTENANCE according to the specifications herein. The terms used in this Bid were submitted to the City of Belle Isle on the 13th of December, 2018.

By:

  
*Individual's Name - Signature*

Michael Oyler

*Individual's Name - Printed*

doing business as Dora Landscaping Company (business name)

Business Address: 4301 Hogshead Road Apopka, FL 32703

Business Phone No.: 407-886-3103

Business Fax No.: 407-886-6447

Email: moyler@doralandscape.com

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: Dora Landscaping Company Attn: Michael Oyler

Street Address: 4301 Hogshead Road

City, State and Zip: Apopka, FL 32703

Telephone No.: 407-886-3103

Fax No.: 407-886-6447

Email: moyler@doralandscape.com

LOCATION NAME	Time Frame	COST PER SERVICE YEARLY
Mowing 4 times/month	April - November	\$61,472.00
Mowing 2 times/month Dec-Mar	December - March	\$15,360.00
Check Irrigation & Maintain Fertilization of Landscape and lawns 2 times a year at all locations	May and November	\$7,517.10

LOCATION NAME	LIMITS	COST PER SERVICE YEARLY
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**Bi-Monthly (once every other month) Treatment of all weeds in lawn area**

1) Hoffner Avenue Right of Way	West City limit to Conway Road	\$18,490.00
2) Perkins Road Right of Way	Gondola Avenue to Lake Drive	\$1,589.28
3) Overlook Road	Along wall to Matchett Road	\$1,386.82
4) Perkins Boat Ramp	Entire property	\$924.54
5) Venetian Boat Ramp	Entire property	\$2,773.63
6) Windsor Place	Entire property – (2 retentions)	\$13,868.17
7) City Hall	1600 Nela Avenue	\$1,849.09
8) Police Department	1521 Nela Avenue	\$776.62
9) Gilbert Park	Entire property	\$832.09
10) Cove Drive Right of Way	Between Conway Road and Corner	\$832.09
11) Swann Beach Park	Entire property	\$785.86
12) Cross Lake Beach	Entire property	\$785.86
13) Conway Circle Park	Entire property	\$785.86
14) Labelle Beach	Entire property	\$785.86
15) Holloway Park	Entire property	\$785.86
16) Lesser Park	Entire property	\$785.86
17) Peninsular Park	Entire property	\$785.86
18) Dewayne Drive	Retention Pond	\$785.86
19) Regal Park	Entire property	\$1,849.09
20) Gene Polk Park	Entire property	\$785.86
21) Trimble Park	Entire property	\$5,245.00
22) Nela Avenue Bridge	Overlook Road to Homewood Drive	\$5,245.00
23) Burbank Avenue	Right of Way	\$2,311.36
24) Driscoll Court	Retention Pond	\$2,773.63
25) Trentwood Blvd	Intersection of Daetwyler	\$776.62
26) Huntley Ditch	Between Perkins and Idaho	\$785.85
27) Nela Ditch	Between	\$776.02
28) Matchett Road	Around Oak Tree in Right of Way	\$924.54
29) Lake Drive ditch	At corner of Perkins Avenue	\$924.54
30) Wilkes Park	Entire property	\$2,311.00
31) Coleen Park	Entire property	\$785.93
32) Wallace Avenue Property	Entire property	\$9,245.45
33) Randolph/Wallace Property	School property (not included)	\$0.00
TOTAL		\$84,349.10

**General Conditions**

**Section 00700**



The undersigned hereby declares that they have carefully examined the individual sites listed on the bid form and will complete the LANDSCAPE MAINTENANCE according to the specifications herein.

The terms used in this Bid were submitted to the City of Belle Isle on the 1 Feb 8 of December 2018.

By:

[Signature]  
Individual's Name - Signature

Butch Chen  
Individual's Name - Printed

doing business as Groundwerks (business name)

Business Address: 2164 Platinum Rd. Apopka, FL 32703

Business Phone No.: (407) 445-9375

Business Fax No.: (407) 445-6089

Email: butch@gwerksonline.com

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: P.O. Box 3074

Street Address: 2164 Platinum Rd. Apopka, FL 32703

City, State and Zip: Winter Park, FL 32790

Telephone No.: (407) 445-9375

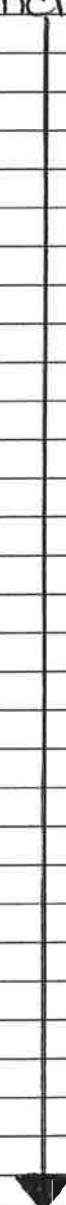
Fax No.: (407) 445-6089

Email: butch@gwerksonline.com

LOCATION NAME	Time Frame	COST PER SERVICE YEARLY
Mowing 4 times/month	April - November	11,5360.00
Mowing 2 times/month Dec-Mar	December - March	26,740.00
Check Irrigation & Maintain Fertilization of Landscape and lawns 2 times a year at all locations	May and November	8900.00

LOCATION NAME	LIMITS	COST PER SERVICE YEARLY
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**Bi-Monthly (once every other month) Treatment of all weeds in lawn area**

1) Hoffner Avenue Right of Way	West City limit to Conway Road	Included 
2) Perkins Road Right of Way	Gondola Avenue to Lake Drive	
3) Overlook Road	Along wall to Matchett Road	
4) Perkins Boat Ramp	Entire property	
5) Venetian Boat Ramp	Entire property	
6) Windsor Place	Entire property – (2 retentions)	
7) City Hall	1600 Nela Avenue	
8) Police Department	1521 Nela Avenue	
9) Gilbert Park	Entire property	
10) Cove Drive Right of Way	Between Conway Road and Corner	
11) Swann Beach Park	Entire property	
12) Cross Lake Beach	Entire property	
13) Conway Circle Park	Entire property	
14) Labelle Beach	Entire property	
15) Holloway Park	Entire property	
16) Lesser Park	Entire property	
17) Peninsular Park	Entire property	
18) Dewayne Drive	Retention Pond	
19) Regal Park	Entire property	
20) Gene Polk Park	Entire property	
21) Trimble Park	Entire property	
22) Nela Avenue Bridge	Overlook Road to Homewood Drive	
23) Burbank Avenue	Right of Way	
24) Driscoll Court	Retention Pond	
25) Trentwood Blvd	Intersection of Daetwyler	
26) Huntley Ditch	Between Perkins and Idaho	
27) Nela Ditch	Between	
28) Matchett Road	Around Oak Tree in Right of Way	
29) Lake Drive ditch	At corner of Perkins Avenue	
30) Wilkes Park	Entire property	
31) Coleen Park	Entire property	
32) Wallace Avenue Property	Entire property	
33) Randolph/Wallace Property	School property (not included)	
TOTAL		110,400.00

**General Conditions**

**Section 00700**

The undersigned hereby declares that they have carefully examined the individual sites listed on the bid form and will complete the LANDSCAPE MAINTENANCE according to the specifications herein.

The terms used in this Bid were submitted to the City of Belle Isle on the 13th of December, 2018.

By:

BEGLEY  
Individual's Name - Signature

BRUCE BEGLEY  
Individual's Name - Printed

doing business as

Begley's Cleaning Service, Inc.  
dba Millennium Grounds & Waters

(business name)

Business Address:

1904 Williams Road, Winter Garden, FL 34787

Business Phone No.:

407. 347. 5980

Business Fax No.:

407. 347. 5984

Email:

rob@millenniumgw.com

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address:

1904 Williams Road, Winter Garden, FL 34787

Street Address:

same as above

City, State and Zip:

Winter Garden, FL 34787

Telephone No.:

407. 347. 5980

Fax No.:

407. 347. 5984

Email:

rob@millenniumgw.com

LOCATION NAME	Time Frame	COST PER SERVICE YEARLY
Mowing 4 times/month	April - November	\$123,700.00
Mowing 2 times/month Dec-Mar	December - March	\$29,000.00
Check Irrigation & Maintain Fertilization of Landscape and lawns 2 times a year at all locations	May and November	\$22,700.00

LOCATION NAME	LIMITS	COST PER SERVICE YEARLY
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**Bi-Monthly (once every other month) Treatment of all weeds in lawn area**

1) Hoffner Avenue Right of Way	West City limit to Conway Road	\$48,500.00
2) Perkins Road Right of Way	Gondola Avenue to Lake Drive	4,900.00
3) Overlook Road	Along wall to Matchett Road	3,300.00
4) Perkins Boat Ramp	Entire property	2,300.00
5) Venetian Boat Ramp	Entire property	7,500.00
6) Windsor Place	Entire property - (2 retentions)	20,000.00
7) City Hall	1600 Nela Avenue	3,200.00
8) Police Department	1521 Nela Avenue	1,400.00
9) Gilbert Park	Entire property	1,000.00
10) Cove Drive Right of Way	Between Conway Road and Corner	7,000.00
11) Swann Beach Park	Entire property	1,500.00
12) Cross Lake Beach	Entire property	3,000.00
13) Conway Circle Park	Entire property	500.00
14) Labelle Beach	Entire property	600.00
15) Holloway Park	Entire property	1,000.00
16) Lesser Park	Entire property	500.00
17) Peninsular Park	Entire property	1,000.00
18) Dewayne Drive	Retention Pond	1,000.00
19) Regal Park	Entire property	3,200.00
20) Gene Polk Park	Entire property	900.00
21) Trimble Park	Entire property	11,800.00
22) Nela Avenue Bridge	Overlook Road to Homewood Drive	1,900.00
23) Burbank Avenue	Right of Way	3,000.00
24) Driscoll Court	Retention Pond	2,000.00
25) Trentwood Blvd	Intersection of Daetwyler	19,300.00
26) Huntley Ditch	Between Perkins and Idaho	3,100.00
27) Nela Ditch	Between	500.00
28) Matchett Road	Around Oak Tree in Right of Way	500.00
29) Lake Drive ditch	At corner of Perkins Avenue	1,000.00
30) Wilkes Park	Entire property	500.00
31) Coleen Park	Entire property	500.00
32) Wallace Avenue Property	Entire property	2,000.00
33) Randolph/Wallace Property	School property (not included)	15,200.00
TOTAL		\$175,400.00

**General Conditions**

**Section 00700**



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

**Meeting Date:** January 15, 2019

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

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

**Subject:** Wallace Field Design Elements and Use Agreement

**Background:** The City Council held a workshop on November 30, 2018 to discuss what design elements are to be added to Wallace Field. These elements will be required to be on the site plan developed by Cornerstone Charter Academy (CCA) as part of the Use Agreement. At the workshop, the City Council consensus was that the open field concept design by CCA was acceptable for a practice field and track; however, additional elements that the Council wanted to see in the site plan are:

1. Irrigation system
2. Drainage
3. Fitness Equipment around the track
4. Benches around the track
5. Bike Racks
6. Bat Houses
7. Gate between CCA property and Wallace Field (in existing wall).
8. Defined Parking area

The Council and neighboring residents also expressed concern regarding control over the field when the agreement was signed.

In the Agreement, there are several paragraphs that determine control of the field:

1. Section 3 (a): Restrictions
2. Section 3 (b): Non-Exclusive Use
3. Section 3 (c): Parking and Traffic

The Agreement even allows for the City to have priority by notifying CCA one day prior. By these terms, even if CCA "booked" the field for an extended period of time, then the City could use the field for whatever reason by giving a one-day notice.

**Staff Recommendation:** Approve the agreement

**Suggested Motion:** I move we approve the agreement with CCA for use of the Wallace Field.

**Alternatives:** Do not approve.

**Fiscal Impact:** TBD. Part of the agreement is for CCA to develop the field at their expense.

**Attachments:** Use Agreement

**AGREEMENT**  
**FOR NON-EXCLUSIVE USE OF WALLACE FIELD**

**THIS AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the “City”), and City of Belle Isle Charter Schools, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809 (“CCA”).

**RECITALS:**

A. The City owns that certain real property upon which a field commonly known as Wallace Field (the “Property”) is located at E. Wallace Street intersection with Matchett Road which Property has Orange County Tax Parcel Identification # 24-23-29-8977-00-021.

B. The Property is located within the City and is zoned Public Buildings District (PUB) which permits Open Space/ Recreational Facility.

C. CCA desires to utilize the Property as a practice field for CCA’s athletic programs, and to perform certain improvements to the Property, and the City desires to authorize such use and improvements on the terms, conditions, and provisions provided herein.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **Construction, Maintenance and Repair**

(a) *Concept, Site Plan and Improvements Approval.* On or before one hundred twenty (120) days after the Effective Date (“Approval Date”), the City and CCA shall consider what concept, site plan and improvements for the Property are acceptable. If the City and CCA, in their respective sole discretions, do not each approve of the same concept, site plan and improvements for the Property on or before the Approval Date, this Agreement terminates on the day after the Approval Date. CCA shall, at its expense, prepare a professionally drawn site plan for the Property which site plan must meet the City’s code requirements and which site plan is subject to initial approval by City Staff. Upon such initial approval, City Staff shall take such actions as the City deems appropriate for seeking approval of the use, including but not limited to preparing the application for site plan approval and acting as the applicant before the City’s Planning and Zoning Board. The City may in its discretion authorize use of the Property by CCA prior to site plan approval, which use shall be subject to the terms, conditions, and provisions of this

Agreement except that the City may terminate such use and this Agreement at any time prior to site plan approval. In the event CCA's proposed site plan is denied by the City, either the City or CCA may terminate this Agreement upon written notice to the other party. If the site plan is approved by the City's Planning and Zoning Board and becomes final without a challenge or appeal, it shall be the "Site Plan" as hereafter referred to in this Agreement.

(b) *Improvements to Property.* On or before \_\_\_\_\_, CCA shall construct and make all of the improvements on the Property according to the approved Site Plan. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. Additional construction and improvements may not be performed absent written consent by the City.

(c) *Maintenance by CCA.* CCA, at its cost, shall keep the Property in a neat, clean, and safe condition during and immediately following each event and use of the Property by CCA. After each event and use of the Property by CCA, and before leaving the Property, CCA shall remove any tangible personal property, equipment, waste, temporary signs, and other items associated with CCA's event or use of the Property except where authorized by the City, and CCA, at its cost, shall fully restore the Property to a clean, safe, and orderly condition to the satisfaction of the City in the City's sole discretion. CCA shall promptly repair any damage to the Property arising from the use of the Property by CCA or its agents, employees, attendees, students, etc.

(d) *Maintenance by City.* Except for the responsibilities assigned to CCA under subparagraph 2(c) above, the City shall maintain the appearance and general condition of the Property in a neat and clean manner. Maintenance Costs incurred by the City shall be evenly split between the parties. The City will bill CCA for such costs via itemized invoices, which must be paid within 30 days of receipt by CCA.

(e) *Ownership.* This Agreement grants a license to CCA for the express purposes set forth herein and does not convey any property or equitable interest (including leasehold interest) in the Property to CCA. Any improvements constructed or installed upon the Property with the approval of the City shall be and remain property of the City solely. CCA shall take such additional actions as are necessary in the City's discretion to convey ownership of any improvements that it constructs or installs on the Property to the City. The City reserves all rights of ownership in the Property.

(f) *No Liens.* CCA acknowledges and agrees that the Property is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or other liens and encumbrances due to the City's sovereign immunity and constitutionally protected status. CCA shall not permit and shall affirmatively prevent any construction or mechanic's lien and any other lien or encumbrance to be filed or claimed against the Property for any labor, services or materials furnished to the Property, improvements to the Property by CCA or otherwise filed or claimed arising out of or concerning the actions or omissions of CCA or CCA's agents, employees, invitees, contractors, subcontractors, laborers, materialmen, vendors, and licensees.

### 3. **Use of Property**

(a) *Use Restrictions.* CCA is authorized to conduct practice for its athletic programs, and other uses on the Property as approved by the City in the City's sole discretion. Use of the Property by CCA shall be during daylight hours only. The City shall have priority to use the Property for any purpose in the



City's discretion, and the City shall endeavor but is not required to provide one day's written notice of potential interference with CCA's use of the Property and to coordinate with CCA. The City may close the Property for maintenance, repair or other reasons in the City's discretion and shall provide at least one day's notice of closure of the Property if such closure would interfere with CCA's use of the Property. Further, the City may close the Property for an emergency. CCA has no rights to allow any organization, group, corporation, entity, person or persons, other than CCA's students, coaches, faculty and administrators to use the Property, consistent with this Agreement, as CCA's use rights under this Agreement are only for CCA.

(b) *Non-Exclusive Use.* When the Property is not in use by CCA, the Property shall be available for use by the City, City-approved third party users, the general public, or any other user and for any purpose, all as determined by the City in the City's sole discretion. After any use of the Property by the City or City-approved third-party users, the City shall remove any equipment, waste, signs, and other items associated with the use of the Property that the City does not intend to allow to remain on the Property and shall restore the Property to a clean, safe and orderly condition. The City shall promptly repair any damage to the Property arising from the use of the Property by the City or its approved third-party users.

(c) *Parking and Traffic.* The parties anticipate that CCA's use of the Property will bring additional vehicular traffic to the area. Except for official City vehicles or CCA vehicles necessary to transport equipment to and from the Property or to otherwise maintain the Property, parking shall only be allowed on CCA property, and shall not be allowed on the Property or abutting public right-of-way, absent written permission by the City. Unauthorized vehicles will be cited and/or towed at the owner's expense. Drop-off and pick-up of students at the Property will not be allowed. It is the responsibility of CCA to convey these rules to the students, coaches, faculty, and parents, and for CCA to enforce said rules.

#### 4. **Insurance & Indemnification**

(a) *Insurance.* CCA shall at its sole cost provide liability coverage with the City named as an additional insured in the amount of One Million (\$1,000,000.00) Dollars per occurrence, and Three Million (\$3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". Within five (5) days of the Effective Date, CCA shall cause the insurance company to provide a certificate of insurance confirming that the City is insured by the insurance company in accordance with the provisions of this Agreement. Further, CCA and the insurance company shall provide the City with a copy of the policy of insurance within thirty (30) days of the Effective Date. Further, the policy and certificate shall provide for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. CCA agrees to maintain such policy of insurance during the term of this Agreement, and any failure to do so will constitute a breach of this Agreement. Also, the policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

(b) *Indemnification.* CCA hereby indemnifies and agrees to hold harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person arising from any act or omission of CCA or its agents, officers,

employees, contractors, or students related to CCA's use of the Property, but excluding only such matters that are caused by the sole negligence of the City or its officials or employees. This paragraph shall survive termination and expiration of this Agreement.

(c) *Sovereign Immunity.* Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City or CCA of their respective sovereign immunity protections or of any other privilege, immunity or defense afforded to them or any of their respective officials, employees and agents under the Constitution and laws of the State of Florida.

## 5. **Term & Breach**

(a) *Duration.* Unless earlier terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be ten (10) years from the Effective Date of this Agreement, and shall automatically renew for additional ten (10) year periods unless either party delivers written notice to the other party of its intent not to renew at least ninety (90) days prior to expiration of the current term.

(b) *Termination.* The City may terminate this Agreement prior to the expiration upon ninety (90) days written notice if the City determines in its sole discretion that the Property should be sold or used for some other purpose. CCA may terminate this Agreement upon ninety (90) days written notice to the City, after which termination, CCA shall cease all use of and responsibility for maintenance of the Property. Either party may terminate this Agreement upon breach by the other party if the breaching party fails to cure the breach, or take reasonable steps to cure the breach, within thirty (30) days written notice of the breach to the other party. Provided however, that if the City terminates this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, the City shall reimburse CCA the reasonable construction expenses for the physical improvements to the Property approved by the City which expenses were paid by CCA as such are documented to the reasonable satisfaction of the City in improving the Property, on a pro rata basis proportionate to the number of years remaining in the term. Should CCA terminate this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, CCA shall forfeit all rights to the improvements and the City shall not reimburse CCA for any improvements. The City and CCA may at any time mutually agree to terminate this Agreement.

(c) *Property Condition.* Upon termination or expiration of this Agreement, CCA shall remove all tangible personal property and equipment, except to the extent the City otherwise allows such to remain, and leave the Property in good, clean, and neat condition, aside from wear and tear due to normal use.

(d) *Default.* The following occurrences or events shall constitute a material default of this Agreement by CCA for which the City may immediately terminate this Agreement upon written notice to CCA: (i) the filing by or against CCA in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of CCA to cause any such filing to be dismissed within a period of 20 days after the date of such filing; (ii) CCA making or proposed making of an assignment for the benefit of creditors; or (iii) CCA abandons use of the Property for a period of six (6) months or more.

6. **General Provisions**

(a) *Attorney Fees.* In the event of any dispute or any lawsuit to enforce the terms of this Agreement, each party shall bear their own attorneys' fees and costs.

(b) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

(c) *Non-Waiver.* No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Further, nothing herein shall constitute a waiver of the City's home rule or police power authority.

(d) *No Third Party Beneficiaries.* This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.

(e) *Binding Effect & Assignment.* This Agreement shall be binding upon the parties and their respective successors in interest and title. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by CCA without the prior written consent of the City, in the City's sole discretion.

(f) *Governing Law; Venue.* This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

(g) *Severability.* If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

(h) *Warranties/Representations.* Each party represents that he, she, or it has full authority to execute this Agreement. The City makes no representations or warranties regarding the suitability of the Property for any use to which CCA intends to put or will put the Property. CCA warrants that CCA has full right and authority to engage in the activities that CCA intends to pursue on the Property under this

Agreement. The City in no way warrants or guarantees that CCA will be able to obtain any necessary permit or approval from the City or other governmental agency.

(i) *Time of the Essence.* Time is of the essence for performance of obligations under this Agreement.

(j) *Notice.* Any notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically, or within three (3) days after depositing with the United States Postal Service, postage prepared or by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service, to a party's address as provided in the introductory paragraph of this Agreement.

(k) *Compliance with Laws/Regulations.* CCA shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. CCA shall be responsible for: (i) securing all appropriate permits and approvals related to the, design, permitting and construction on, and use of, the Property from the City unless and then only except as may be otherwise expressly provided herein; and (ii) for complying with all applicable state and local agencies, concerning CCA's use of the Property and operation thereon under the Agreement.

(l) *No Pledge of Taxation.* In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be performed or paid solely from legally available revenues and appropriated funds.

(m) *Execution, Effective Date & Non-Waiver.* This Agreement may be executed in separate copies by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and approved by the Belle Isle City Council (the "Effective Date"). By approving and executing this Agreement, the City in no way waives the City's right to contest, and the City does not hereby consent to or agree to the validity of, CCA's bylaws and past or future modification of the CCA bylaws which have diminished or will in any way diminish the City's right to appoint or select CCA board members, and any other actions of CCA which have been or will be inconsistent with the school charters or any provision of law.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the Effective Date.

CITY OF BELLE ISLE  
CITY COUNCIL

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

ATTEST:

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

\_\_\_\_\_  
Date

CITY OF BELLE ISLE CHARTER SCHOOLS,  
INC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Date



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

**Meeting Date:** February 5, 2019

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

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

**Subject:** Proposed Ordinance – Section 3.11 Ordinances

**Background:** The City Charter outlines the process for adopting ordinances and resolutions based on Florida Statute 166.041. The BIMC, Section 3.11 (B) and FS 166.041(3)(a) both contain the same language:

***A proposed ordinance shall be read by title, or in full on at least two (2) separate days, at either regular or special meetings of the council, and shall, at least ten (10) days prior to adoption, be noticed once in a newspaper of general circulation in the city. The notice of proposed enactment shall state the date, time and place of the meeting, the title or titles of proposed ordinances, and the place or places within the city where such proposed ordinances may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.***

It has been a past practice that during the first reading of a proposed ordinance, the Council does not take public comment. This has sometimes delayed the passage of an ordinance because there was substantial comment at the second public hearing to have the ordinance re-written. If the public was allowed to comment at the first reading and any changes drafted in to the ordinance between the first and second reading, chances are good that not much public comment would be received and the ordinance would be adopted at the second reading. This would be especially true when we have controversial ordinances, such as the dock ordinance and the short term rental ordinance.

FS 166.041(6) allows for additional requirements but not to lessen the requirements. It states:

*The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of municipal ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and enactment of municipal ordinances and resolutions. **By future ordinance or charter amendment, a municipality may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein. However, a municipality***

***shall not have the power or authority to lessen or reduce the requirements of this section or other requirements as provided by general law.***

In order to give the public ample time to review and comment on a proposed ordinance the following process is proposed:

1. At a meeting, the staff will introduce a proposed ordinance. At this meeting, the proposed ordinance will be discussed and a determination made if it should move forward. If the Council decides to move the ordinance forward, direction will be provided to the staff to draft the ordinance in its proper format, be given a number, and set a date for the first reading.
2. At the first reading, the proposed ordinance will be read by title only and the Council will discuss the ordinance. The Council will also receive public comment on the proposed ordinance and determine if any changes need to be made to the ordinance.
3. The proposed ordinance will be advertised for adoption at a future meeting according to the requirements outlined in BIMC and FS 166.041(3)(a).
4. At the second reading, the proposed ordinance will be read by title only and the Council will discuss the ordinance. The Council will also receive public comment on the proposed ordinance and determine if any changes need to be made to the ordinance. If not, then a motion will be made and voted on to adopt the ordinance. If there is additional public comment that the Council wants added or deleted from the proposed ordinance, and if that comment substantially changes the meaning of the ordinance, then another public hearing will be advertised and held.

**Staff Recommendation:** The staff recommends drafting an ordinance to allow public comment at both the first and second readings.

**Suggested Motion:** I move that we direct the City Attorney to draft an ordinance changing the process for adopting ordinances allowing the public to comment at both the first and second readings.

**Alternatives:** Do not pass an ordinance and continue to receive public comment only at the meeting for a second reading of a proposed ordinance.

**Fiscal Impact:** None

**Attachments:** None



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

**Meeting Date:** January 15, 2019

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

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

**Subject:** Appointments to MetroPlan Orlando Municipal Advisory Committee (MAC) and Transportation System and Operations Committee (TSMO)

**Background:** MetroPlan Orlando is required by their bylaws to contact municipalities to reaffirm their intent to participate as a member of the Municipal Advisory Committee. Mayor Pisano is the City's Representative to the MAC and the City should continue to participate. The MAC Director suggested that the City appoint a primary and alternate representative to the MAC.

The City also has a voting membership to the TSMO Committee, but Belle Isle never appointed a representative. Again, it was suggested that a primary and alternate representative be appointed.

Attached is a schedule of the meeting dates and times for 2019.

**Staff Recommendation:** Appoint an elected official to each serve as the primary and alternate to the MAC; appoint the City Manager as primary and an elected official as an alternate to the TSMO Committee

**Suggested Motion:** I move we appoint ??? as the primary representative to the Municipal Advisory Committee and ??? as the alternate. I also move we appoint the City Manager as primary representative to the Transportation Systems Management and Operation Committee and ??? as the alternate.

**Alternatives:** Do not approve and not participate in MetroPlan.

**Fiscal Impact:** \$508 (\$254/6 months) to membership.

**Attachments:** MetroPlan Letter  
MetroPlan Meeting Schedule  
Excerpt from MAC bylaws





250 SOUTH ORANGE AVENUE  
SUITE 200  
ORLANDO, FLORIDA 32801

PH: 407.481.5672  
FX: 407.481.5680  
WWW.METROPLANORLANDO.ORG

December 10, 2018

Honorable Lydia Pisano  
Mayor  
City of Belle Isle  
1600 Nela Avenue  
Belle Isle, FL 32809

DEC 12 '18 PM 2:49

Dear Mayor Pisano,

Each year, cities eligible for representation on MetroPlan Orlando's Municipal Advisory Committee are asked to reaffirm their desire to continue participating on the Committee. This also allows opportunity for cities that are eligible, but have not been active, to designate a member and become an active participant.

The Municipal Advisory Committee bylaws offer options for either you or a member of your City Commission or Council to be designated as your representative. However, if this is not feasible, your city manager or a senior staff member may be designated in your stead.

I ask that you please notify me of your intention to either continue serving, designate another to represent your city, or decline participation on the Committee. Any changes in your current representation should be submitted to MetroPlan Orlando in writing. Copies of the official 2018 Attendance Record and the 2019 Board & Committee Meeting Schedule are enclosed for your information.

If you have questions, I can be reached at 407-481-5672 ext. 314 or by e-mail at [vlwhittington@metroplanorlando.org](mailto:vlwhittington@metroplanorlando.org).

We look forward to your response and a successful year.

Sincerely,

  
Virginia Whittington  
Director of Regional Partnerships

Enclosure



**MetroPlan Orlando**  
**2019 Board & Committee Meeting Schedule**  
250 S. Orange Avenue, Suite 200  
Orlando, FL 32801

	MetroPlan Orlando Board	Community Advisory Committee (CAC)	Technical Advisory Committee (TAC)	TSMO***	TDLCB***	Municipal Advisory Committee (MAC)
	2 <sup>nd</sup> Wednesday @ 9:00 a.m.	4 <sup>th</sup> Wednesday @ 9:30 a.m.	4 <sup>th</sup> Friday @ 10:00 a.m.	4 <sup>th</sup> Friday @ 8:30 a.m.	2 <sup>nd</sup> Thursday Quarterly @ 10:00 a.m.	Thursday prior to the Board meeting @ 9:30 a.m.
January		January 23	January 25	January 25		
February	February 13	February 27	February 22	February 22	February 14	February 7
March	March 13					March 7
April		April 24	April 26	April 26		
May	May 8	May 22	May 24	May 24	May 9	May 2
June	June 12	June 26	June 28	June 28		June 6
July	July 10					*
August		August 28	August 23	August 23	August 8	
September	September 11					September 5
October		October 23	October 25	October 25		
November	November 13				November 14	November 7
December	December 11	December 4*	December 6*	December 6*		December 5

No meeting

\* Holiday Adjustment

\*\* Adjustment Due to Conflict

\*\*\* TSMO – Transportation Systems Management & Operations  
TDLCB – Transportation Disadvantaged Local Coordinating Board

- B. Conduct public information programs through open public meetings.
- C. Provide an effective review of the preliminary findings and recommendations of all transportation studies, reports, plans and/or programs and making recommendations to the MetroPlan Orlando Board.
- D. Participate in the development and review of the Orlando Urban Area Long Range Transportation Plan.
- E. Assist in other functions as deemed desirable by the MetroPlan Orlando Board.

#### **Section 4. Membership, Appointments, Terms of Office, Vacancies**

##### **A. Committee Membership**

1. Membership of the Committee shall be comprised of representatives from municipalities not participating directly on the MetroPlan Orlando Board.
2. All members shall be the Mayor or municipality's appointee. Every effort should be made for the Mayor or a member of the City Commission or Council to represent the membership on the Committee. However, where this is not feasible, a senior staff may be designated to serve. In addition, Mayors should consider the personal qualifications of the individuals relative to transportation. In all cases, an official correspondence should communicate the Mayor's desire to serve or appoint a designee. An alternate may also be designated to serve in the absence of the Mayor or designee.
3. Each year, in December, municipalities will be asked to reaffirm their intent to continue participating as a member of the Municipal Advisory Committee in writing. Those wishing to opt in or opt out may do so without penalty. Subsequently, an annual funding agreement, effective July 1, 20XX-June 30, 20XX must be executed to reaffirm or separate. A representative of the Florida Department of

Transportation, Central Florida Regional Transportation Authority (LYNX), and the Florida Turnpike Enterprise may also serve as non-voting advisors to the Committee.

4. Committee meetings shall be properly noticed in accordance with applicable Florida Government in the Sunshine laws. At the discretion of the Chairperson of the Committee, committee meetings may be held at various locations throughout the region to encourage public involvement.

**B. Appointments, Terms of Office**

1. Members shall assume the responsibilities of their appointment as of the next Committee meeting.
2. The term of office for a Committee member in good standing will be for a period of four (4) years or until election, or the appointment of a successor.

**C. Vacancies in Membership**

It is anticipated that membership on the Committee may change due to elections, resignation, and personal time demands upon representatives. The Committee should maintain its continuing nature, however, by endeavoring to fill vacancies within two (2) meetings after a vacancy occurs.

***Section 5. Officers, Terms of Office, Removal from Office***

- A. After the initial establishment of the Municipal Advisory Committee, the regular June monthly meeting shall be known as the Annual Meeting of the Committee, and shall be for the purpose of electing new officers and conducting such other business as may come before the members. The Municipal Advisory Committee shall elect from its membership the following officers (each of which must be an elected official):

1. Chairperson
2. Vice-Chairperson
3. Second Vice-Chairperson



**2019  
VOTE PROCESSING EQUIPMENT  
USE AGREEMENT AND  
ELECTIONS SERVICES CONTRACT  
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the **City of Belle Isle, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

**RECITALS:**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

**WHEREAS**, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

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

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on Tuesday, March 12, 2019, and a Run-off Election, if necessary, to be held on Tuesday, April 9, 2019 along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services.

DS200 For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any DS200 tabulator and Seventy-five Dollars (\$75.00) for each additional tabulator that is identically programmed. For Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each DS200 tabulator that is identically programmed and operated as the DS200 tabulators that are programmed for Election Day.

M650 For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance and operation of any M650 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

Epoll Books For each election, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for data base set-up and maintenance of each precinct tablet set-up, which includes 2 Epoll Books and 1 Help Desk tablet per precinct. Additional check in tablets will be charged at Seventy-five Dollars (\$75.00) each.

Repairs For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. Additional Early Voting Services for Off-Site Locations For Non-Ballot-on-Demand Method

Tablets For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE Three Hundred and Seventy-Five Dollars (\$375.00) for the program and operation of two check-in stations. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE One Hundred and Seventy-Five Dollars (\$175.00) for the programming, configuration and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

**SECTION 5. Other Election Charges.**

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars (\$150.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third party telecommunications providers shall be at the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars (\$9.00) as a set-up services fee plus Twenty-five Cents (\$.25) for each printed page.

Vote by Mail ballots For each election, MUNICIPALITY shall pay SOE One Dollar with Seventy-five Cents (\$1.75) for each Vote by Mail ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$.10) for each Vote by Mail ballot signature verified.

MUNICIPALITY may choose to pay return postage for Vote by Mail ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the Offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE Twenty-five Cents (\$.25) for each Notice of Election that is mailed to each eligible voter plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term. For each election, the terms of this Agreement begins with ballot layout and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for insuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.



If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE ten (10) cents per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. Printing of Ballots and Ballot Services. MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote by Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name the name of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer SOE shall receive, securely store and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

**SECTION 11.** Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting.

**SECTION 12.** Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use of as a voting location. Each location shall meet necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the Office of SOE, and confirm that such locations are accessible to disabled and elderly voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet with SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than thirty-five (35) days prior to the date of the election. MUNICIPALITY shall pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

**SECTION 13.** Sample Ballots. SOE shall layout, check and deliver sample ballot layout to a third party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

**SECTION 14.** Vote by Mail Ballots. MUNICIPALITY shall refer all requests for Vote by Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote by Mail ballots by telephone, mail, or in person. SOE also agrees to mail Vote by Mail & overseas ballots as requested by registered voters, receive and securely store any voted Vote by Mail ballots, verify the signatures on any returned voted Vote by Mail ballot certificates and to account for all Vote by Mail ballots.

MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote by Mail ballots during the counting process and shall coordinate a date for the opening and counting of such Vote by Mail ballots with SOE.

- SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick up of any voting equipment. One day prior to Election Day, voting equipment will be delivered by SOE, or a third party representative of SOE. One day after Election Day, voting equipment will be picked up by SOE, or a third party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**
- SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.
- SECTION 17. Canvassing of Election Results. MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. MUNICIPALITY shall convene the canvassing board to determine which voted Vote by Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct(s).
- SECTION 18. Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.
- SECTION 19. Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History. MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement but both parties agree to work toward recording voter history in a timely manner.

SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by SOE for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will pay return postage for Vote by Mail ballots		
MUNICIPALITY gives SOE permission to begin processing Vote by Mail ballots prior to Election evening		
MUNICIPALITY will use 2018 SOE Canvassing Criteria		

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

\_\_\_\_\_  
Signature

Bill Cowles

\_\_\_\_\_  
Name (Printed or Typed)

Orange County Supervisor of Elections

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed or Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed or Typed)



## NOTICE OF ELECTIONS AND SUPERVISED VOTING PROCESS

### NOTICE OF ELECTIONS (NOE):

Notice of Elections for the March 12, 2019 Municipal Election and for any Run-off Election if necessary will be mailed **on December 12, 2018**.

Notice of Elections for the November 5, 2019 Orlando General Election and for the Run-off Election if necessary will be mailed **on August 7, 2019**.

\*Notices of Elections are mailed no later than 90 days prior to the election to Civilian Overseas, Military and Military Overseas voters as required by Florida Statutes (F.S. 100.025).

### SUPERVISED VOTING FOR ABSENTEE ELECTORS

F.S. 101.655 At the request of any administrator of an assisted living facility or nursing home the Supervisor of Elections shall provide supervised voting for absent electors where there are five or more electors who wish to vote absentee.

☐ City requests to have the Supervised Voting Program:

☐ To be organized and staffed by city employees.

☐ To have the Orange County SOE office organize and staff this project. City must provide the Elections office a list of Nursing Homes/Assisted Living Facilities to contact.

\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
City or Municipality

## **SUPERVISED VOTING**

### **F.S. 101.655 Supervised voting by absent electors in certain facilities.—**

- (1) The supervisor of elections of a county shall provide supervised voting for absent electors residing in any assisted living facility, as defined in s. 429.02, or nursing home facility, as defined in s. 400.021, within that county at the request of any administrator of such a facility. Such request for supervised voting in the facility shall be made by submitting a written request to the supervisor of elections no later than 21 days prior to the election for which that request is submitted. The request shall specify the name and address of the facility and the name of the electors who wish to vote absentee in that election. If the request contains the names of fewer than five voters, the supervisor of elections is not required to provide supervised voting.
- (2) The supervisor of elections may, in the absence of a request from the administrator of a facility, provide for supervised voting in the facility for those persons who have requested absentee ballots. The supervisor of elections shall notify the administrator of the facility that supervised voting will occur.
- (3) The supervisor of elections shall, in cooperation with the administrator of the facility, select a date and time when the supervised voting will occur.
- (4) The supervisor of elections shall designate supervised voting teams to provide the services prescribed by this section. Each supervised voting team shall include at least two persons. Each supervised voting team must include representatives of more than one political party; however, in any primary election to nominate party nominees in which only one party has candidates appearing on the ballot, all supervised voting team members may be of that party. No candidate may provide supervised voting services.
- (5) The supervised voting team shall deliver the ballots to the respective absent electors, and each member of the team shall jointly supervise the voting of the ballots. If any elector requests assistance in voting, the oath prescribed in s. 101.051 shall be completed and the elector may receive the assistance of two members of the supervised voting team or some other person of the elector's choice to assist the elector in casting the elector's ballot.
- (6) Before providing assistance, the supervised voting team shall disclose to the elector that the ballot may be retained to vote at a later time and that the elector has the right to seek assistance in voting from some other person of the elector's choice without the presence of the supervised voting team.
- (7) If any elector declines to vote a ballot or is unable to vote a ballot, the supervised voting team shall mark the ballot "refused to vote" or "unable to vote."
- (8) After the ballots have been voted or marked in accordance with the provisions of this section, the supervised voting team shall deliver the ballots to the supervisor of elections, who shall retain them pursuant to s. 101.67.



**MUNICIPAL FEE SCHEDULE  
SUPERVISOR OF ELECTIONS  
ORANGE COUNTY, FLORIDA  
2018-2019**

Fee schedule is only applicable to actual charges for services or goods provided by the Supervisor of Elections Office. If additional services or goods are subcontracted to another party or entity, actual costs incurred will be charged.

**ELECTION DAY SERVICES**

**Polling Place Elections**

\$150.00 for election and programming services (includes one (1) tabulator, eight (8) voting booths, one (1) emergency ballot box, (1) precinct sign, ballot layout and testing, and a printer liaison).

\$75.00 programming services fee for each additional tabulator that is identically programmed.

\$150.00 programming services fee for the first programmed ADA Voting Equipment, includes audio files.

\$75.00 programming services fee for each additional ADA Voting Equipment that is identically programmed, includes audio file.

Actual costs incurred for equipment delivery and/or pick-up (if applicable).

\$75.00 for each precinct tablet set-up fee. (includes 2 ePoll Books & 1 Help Desk tablet per precinct)

\$75.00 for each additional tablet set-up fee.

\$41.00 for Internet Mifi hotspot access.

\$5.00 per precinct, Election night results modemming fee.

\$35.00 for each precinct iPad mini set-up fee. (used by Line Walker & only if requested by the municipality)



\$25.00 for each Poll Worker reimbursed personal cell phone usage, includes Poll Clerk & HDOPs at each precinct.

### HIGH SPEED COUNTER SERVICES

#### Vote-By- Mail Ballot Counting

\$200.00 per election which includes up to four (4) hours of processing time, election set-up and coordination, programming of high speed ballot counting equipment and processing of envelopes through the automatic envelope openers.

\$50.00 for each additional hour

#### Mail Ballot Elections

\$200.00 per election which includes up to four (4) hours of processing time, election set-up and coordination, programming of high speed ballot counting equipment, printer liaison and processing of envelopes through the automatic envelope openers.

\$50.00 for each additional hour

### EARLY VOTING ELECTION SERVICES

#### Early Voting Sites

\$375.00 per election set-up, includes programming and functionality of 2 check-in station tablets including the downloading or uploading of any necessary data.

\$75.00 for each additional check-in tablet set-up fee.

\$175.00 for the programming, configuration and set-up of any connected printer.

Actual BOD printing costs Incurred, cost of paper and toner.

\$41.00 Internet Mifi hotspot access.

\$200.00 per site for the delivery and/or pick-up of any Early Voting equipment.

OTHER ELECTION CHARGES

Back-up Poll List/Precinct Register (PL/PR)	Actual printing costs by a third party vendor plus any paper costs. \$150.00 set-up service, plus \$.20 per page printing cost if done in-house, plus any paper costs.
Street Index	\$9.00 set-up services fee plus \$.25 for each printed page.
Vote-By-Mail* & Early Voting BOD Ballots	8.5x11: single sided \$.2675 8.5x11: double sided \$.3075 8.5x17: single sided \$.2775 8.5x17: double sided \$.3175
*Vote-By-Mail Ballot Materials & Handling (in-house)	\$1.75 per voter processed plus actual postage costs incurred
Vote-By-Mail Ballot Materials & Handling (out sourced: as determined by Supervisor of Elections staff based on workload/quantities)	Actual printing costs by a third party vendor plus actual postage costs incurred
Verifying Vote-By-Mail Signatures	\$.10 per each signature checked
Sample Ballots	Actual printing costs by a third party vendor plus actual postage costs incurred.
Consumable Supplies	\$150.00 per precinct \$150.00 per Early Voting Site
Notice of Elections	Notice of Elections are mailed to all military and overseas voters at a rate of \$.25 per notice plus actual postage.
Election Support Outside Office Hours	As determined by the Supervisor of Elections, direct staff costs will be charged for any extra hours not otherwise specified herein.
Attorney's Fees and Costs	Actual attorney's fees and costs incurred by the Supervisor of Elections office will be invoiced for reimbursement to the municipality.

MUNICIPAL ANNEXATION BALLOT OR SPECIAL DISTRICT ISSUE

Direct Staff Costs	\$30.00 for the each hour or partial hour of Supervisor of Elections Staff member that provides services for the election. Staff time charges for street changes in annexation ballot issues are directly proportional to the number of changes required and the research time for the street number ranges for each election.
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County Canvassing Board Ad	Actual costs of any advertisement in connection with the election.
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If the Annexation Passes:

Voter Information Card	Actual cost of information card plus actual postage costs.
------------------------	--

SALE OF VOTER LISTS

Magnetic Medium	\$10.00 per CD
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OTHER MISCELLANEOUS SERVICES AND CHARGES

Checking names on petitions	\$ .10 per name as provided for in Section 99.097(4), Florida Statutes
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Copies	Copies may not be larger than 8½ x 14 \$.15 per one-sided page \$.20 per two-sided page
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Certified Copies	\$ 1.00 per page
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Precinct Wall Maps	\$ 5.00 per map
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Precinct Map Book	\$25.00 per book
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Service Fees for Voting Booths	Service charges apply for staff to obtain voting booths from storage and then return them to storage. \$6.00 for 1 to 3 booths. \$2.00 for each additional booth.
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Service Fees for Ballot Boxes	Service charges apply for staff to obtain emergency ballot boxes from storage and then return them to storage. \$ 5.00 for 1 to 5 ballot boxes. \$ 1.00 for each additional ballot box.
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Table and Chair Rentals

Service charges apply for staff to obtain tables and chairs from storage and then return them to storage.

\$5.00 for each table.

\$1.00 for each chair.

## Government Executive

# USPS Wins Approval for Largest-Ever Price Increase for Stamps

By Eric Katz

November 13, 2018

The U.S. Postal Service's regulator on Tuesday approved the largest-ever price increase for the cost of a stamp, cementing a 10 percent spike to bring the price tag for sending a letter to 55 cents.

The Postal Regulatory Commission approved the jump after determining the Postal Service's proposal complied with requirements, such as ensuring any price surge is not more than inflation. Prices will increase across the agency's offerings by an average of 2.5 percent, the inflationary cap.

Individual offerings, such as the stamp for regular, first-class mail, will outpace that rate. Packages sent as Priority Mail will see costs rise by 5.9 percent, while Priority Mail Express will have 3.9 percent higher rates. The new prices will go into effect Jan. 27.

» **Get the best federal news and ideas delivered right to your inbox. [Sign up here.](#)**

On "competitive products," such as packages and shipping, the regulatory commission must also ensure the Postal Service is covering all of its costs without cross-subsidization from its "market-dominant products" like regular, first-class mail. PRC said the USPS proposals for both classes of mail "meet all statutory requirements."

The 5 cent increase on stamps is the largest increase since 1991, when the Postal Service raised the price 4 cents to \$0.29, a 16 percent increase.

USPS has for years sought more autonomy to set higher prices for its products. In 2016, PRC actually forced the Postal Service to roll back its prices after allowing for an emergency increase higher than the rate of inflation, citing the impact of the economic recession. That decrease has cost the agency hundreds of millions of dollars each quarter, USPS has said. Postal management has since requested that it have full control over setting its prices as it sees fit. PRC has proposed a new system denying that request, but allowing for price increases that outpace inflation.

The USPS Board of Governors said when announcing its proposed rate increases for 2019 that the board believes "these new rates will keep the Postal Service competitive while providing the agency with needed revenue."

The announcement was quickly met with pushback from some of the Postal Service's biggest customers. Steve Kearney, executive director of the Alliance of Nonprofit Mailers, called the proposal "surprising and shocking," noting his member organizations would have to "quickly review their mailing budgets for next year."

President Trump has blasted the Postal Service for undercharging at least one of its large customers, namely Amazon, for shipping services. He signed an executive order creating a task force to recommend changes to USPS operations, including its pricing structure. That group has delivered its preliminary recommendations to the president and is working on a final report, which is expected before the end of the year.

By Eric Katz

November 13, 2018

<https://www.govexec.com/management/2018/11/usps-wins-approval-largest-ever-price-increase-stamps/152797/>



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

**Meeting Date:** January 15, 2019

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

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

**Subject:** Beacon House (Green House at 5003 Randolph)

**Background:** CCA currently uses the green house located at 5003 Randolph (SE corner of Waltham and Randolph). In the 2009 appraisal, it is referred to as the Beacon House. At the request of CCA, the City had it inspected. After reviewing the inspection report, the City Manager and CCA and Academica staff agreed that the house should be demolished. This seems to also be the plan according the CCA Master Plan that was included in the CCA Consultant Report.

After receiving the report, I sent a letter to the Pine Castle Historical Society telling them that they can have the house if they think it needs saving, and invited them to this meeting to discuss it with the Council.

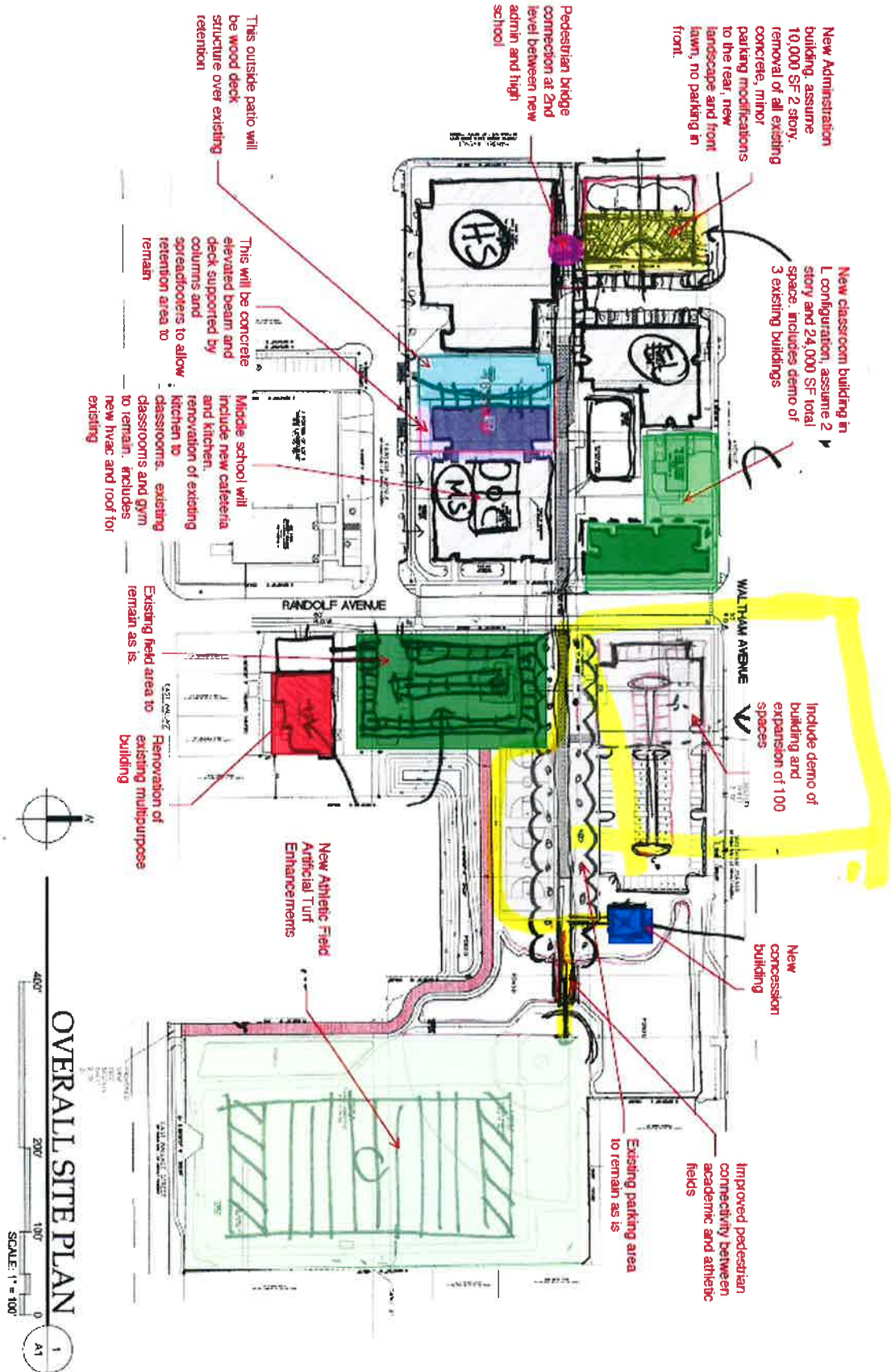
**Staff Recommendation:** Review the report and hear from the PCHS, then direct staff accordingly.

**Suggested Motion:** **No motion is needed for discussion. Provide direction to the staff after discussion with PCHS.**

**Alternatives:** Move forward with demolition.

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

**Attachments:**      Excerpt of CCA Master Plan  
                                 Inspection Report  
                                 Letter to PCHS





# INSPECTION REPORT

5003 RANDOLPH STREET

BELLE ISLE, FL

Inspector: Ed Pierzynski, State Certified Home Inspector# HI 4076

Inspection date: 10/4/2018 starting at 9:00 Am

Conditions: sunny 87 degrees

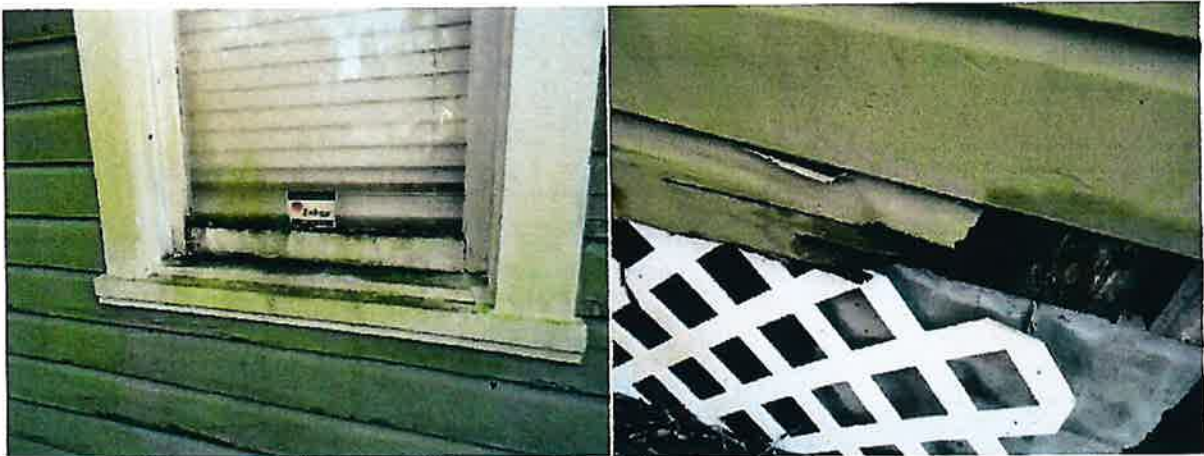
Present besides the inspector: Head of Maintenance and City Manager briefly



**FRONT FACING WEST** some fascia and roof damage as shown by arrow. Front porch has had the railing replaced but is not a permanent or adequate railing going forward. (Should be replaced with a permanently anchored handicap railing meeting Florida building code.). The concrete steps to the front porch are concrete but pitched the wrong way (toward the house) this needs to be repaired to avoid rot damage to the porch and slip threat.

Some of the supporting columns have rot on the bottom where they attach to the deck. Repair or replacement needed.

#### NORTH SIDE

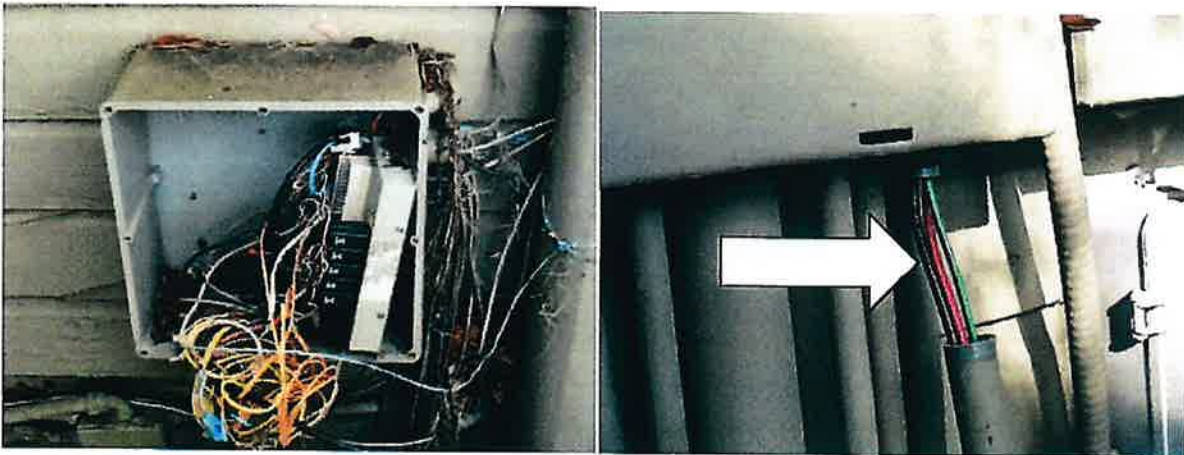


North side bathroom window has considerable mold on the window and siding. There is some rot in the window sashes as well. I did not attempt to open the window for fear I would never get it closed or it would fall apart





**NORTH SIDE REAR** severe rot on siding, (inserted 4" probe as seen). Also an open live electrical receptacle. Needs prompt attention. Paint is peeling in many places to bare wood allowing weather elements to penetrate the siding.



The communication box has no cover so it is open to the weather, insects and rodents. The "sealtite" weather proof covering for the power line to the Air conditioners compressor has come off exposing the (220volt) electric lines to the elements. There is a substantial amount of debris on the ground in this area causing difficulty to service the compressor unit and the electrical components. Trees and bushes within three feet of the structure should be removed if possible because they promote access of insects and rodents as well as branches falling on the structure. The overhang of the roof has extensive rot on this side of the building. If not repaired the roof covering will first become detached, then collapse. This situation is evident in many areas around the building.

#### EAST SIDE

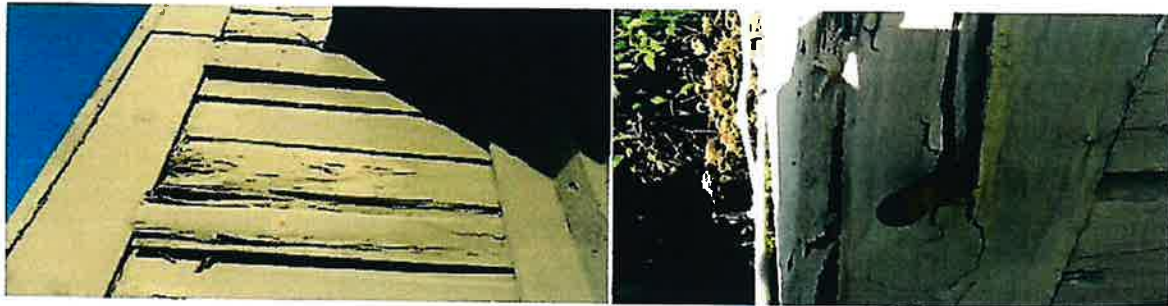


Siding on this side was peeling but not much rot was found. The door was not accessible but the porch was walkable. The attic access door to the outside was screwed shut due to past storm damage. Did not try to open the window on the left, and did not attempt the one on the right.

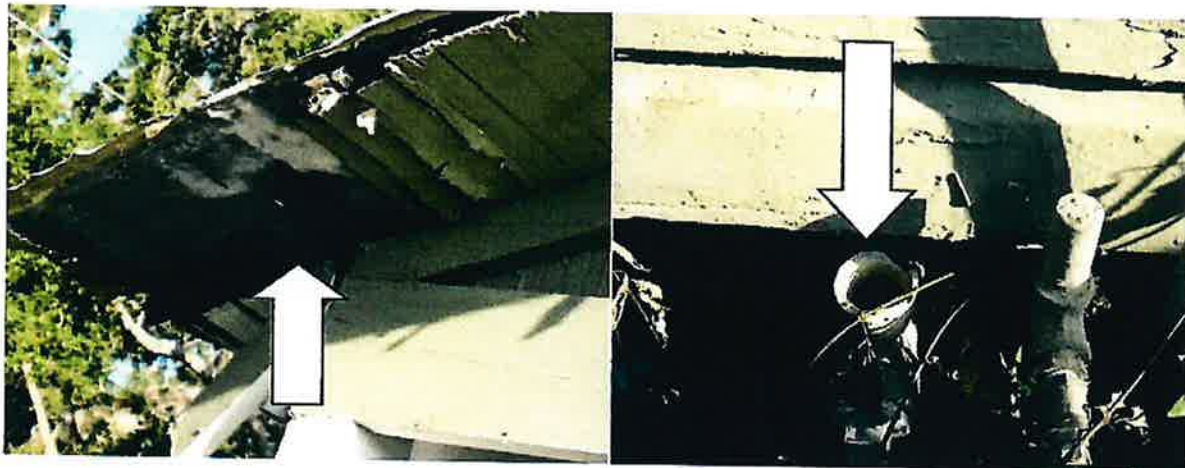
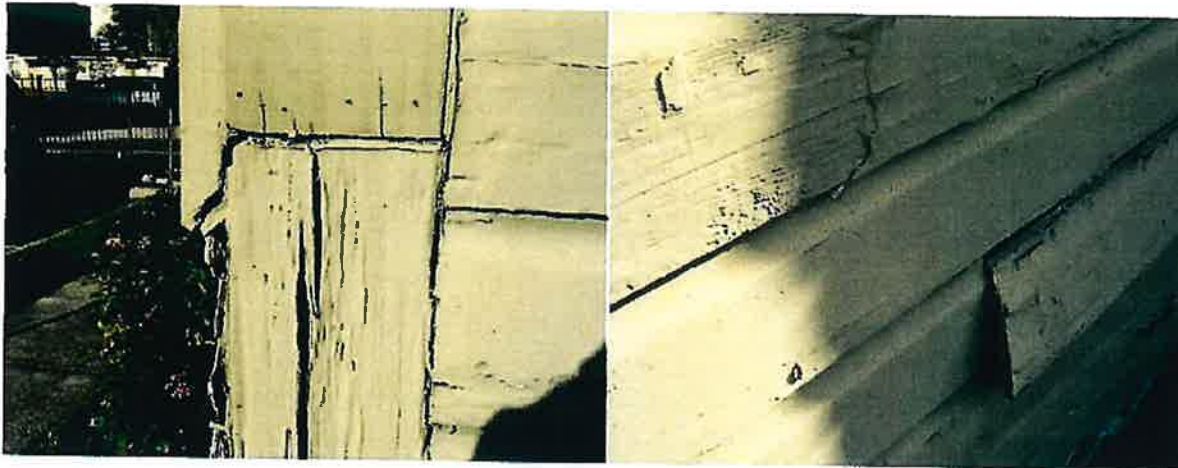
#### SOUTH SIDE



South side of the structure has a lot of wood decay. The probe with the wooden handle shown is 5" long.







**Roof damage**

**Open sewer line**

Windows and doors on the south side are old and lack proper sealing and energy conservation options. Windows are original and were not opened, most painted shut. Porches are useable but not to the OSHA code and could present a hazard of trip and fall.

Siding has been patched several times is peeling in many places has severe decay problems in many places.

The damage on the front porch roof was caused by a previous storm. The roof sheathing was broken off due to the wood being decayed beyond its ability to have the roof fastened properly to it.

The open sewer line shown goes under the building to the main drain. Its purpose is unknown and should be capped to prevent debris from entering it. The main drain goes to sewer service.

Supply piping is copper coming from the meter and to most lines through the building. Only one hose bib found.

## ELECTRIC



the main service is 100 amps. The circuit breakers in this panel are FEDERAL PACIFIC. These breakers are known not to trip when there is a short circuit of some kind. Thus causing a fire. Many insurance companies will not insure buildings with this type of circuit breakers due to the hazards. I highly recommend replacement of this electric service.

A representative amount of outlets were checked inside the building and were operable and grounded properly.

## ROOF

The roof was not walked on. Access from the attics showed no evidence of leaks at present time.

Recommend to clean the debris off the roof especially in the north valley where there is a large amount of leaves and branches which will cause problems in the future if not removed.



## **INTERIOR**

Walls on the interior were checked with a moisture meter, using the interior wall as a medium. The exterior wall showed almost 3 times the moisture content as the interior walls. There were many areas which showed visible evidence of mold growth. Although minor all mold is dangerous to health.



A hole in the wall provided access to prove no insulation in the exterior walls. Hole should be repaired as soon as possible.



Downstairs bathroom vanity was operated, drained well and showed no leaks. Supply lines are copper to the valves, then flexible supply lines to the fixture. One of the fronts was missing from the vanity. There is no GFCI ground fault protection in the bathroom or any found on the first floor.

The bathroom has a window but it is inoperable, therefore there should be a fan exhausting to the outside.

The door to the bathroom does not have a proper door knob so it won't latch and lock properly.

Lighting is adequate.

Although the building is very old, it is worth noting there are no handicap facilities for bathrooms or access to the building. This would be very difficult to do at this time; however it is a public building.

Because the building is in use all areas were not accessible.





The wainscoting under the window is stained with water run-off on the wall. Mold is evident.

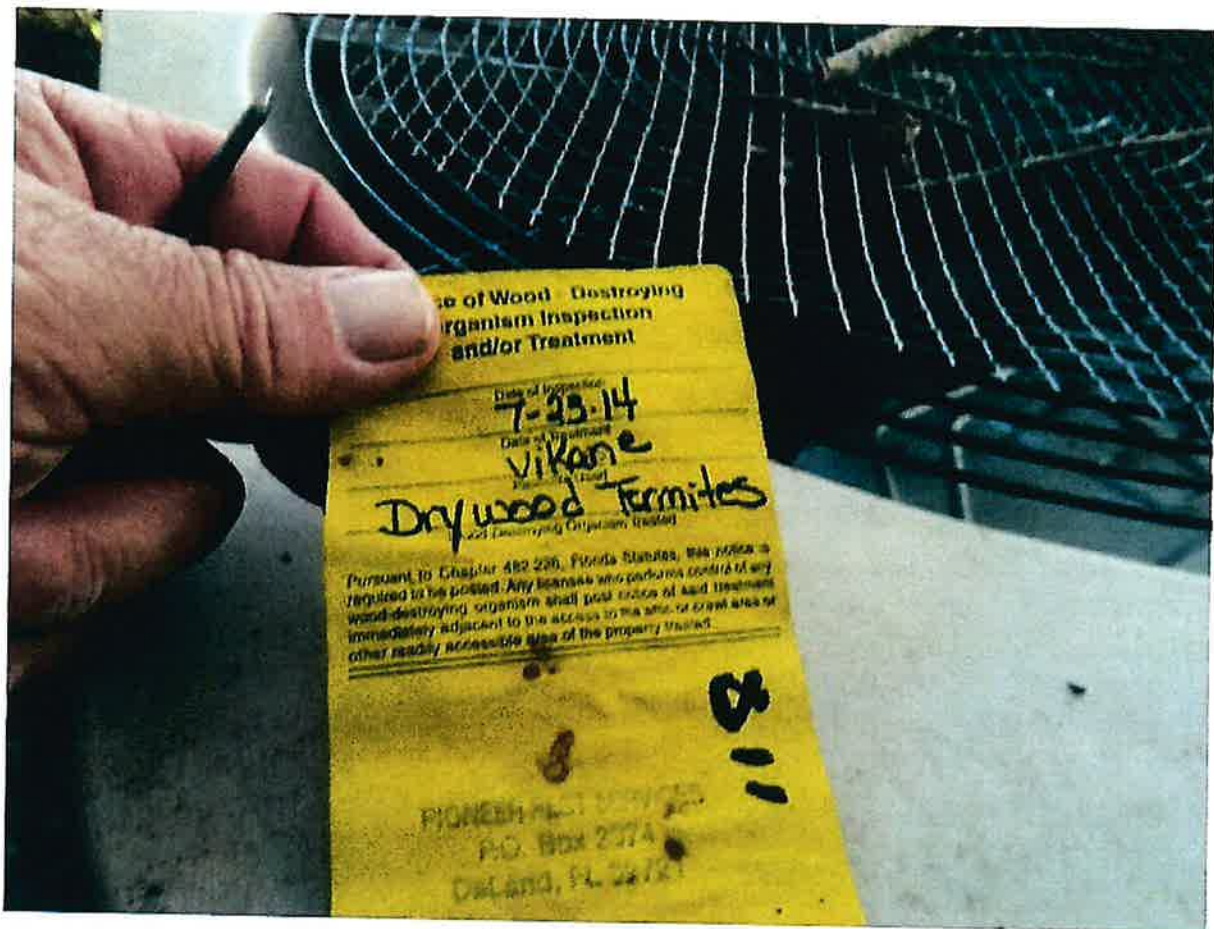


There are water stains on the bathroom door and the ceiling of the bathroom. This is from the Air Conditioning pan above the hall.





Termite damage in the floor outside the bathroom. I suspect the plywood was placed there because of previous termite damage. I saw no evidence of active termites.

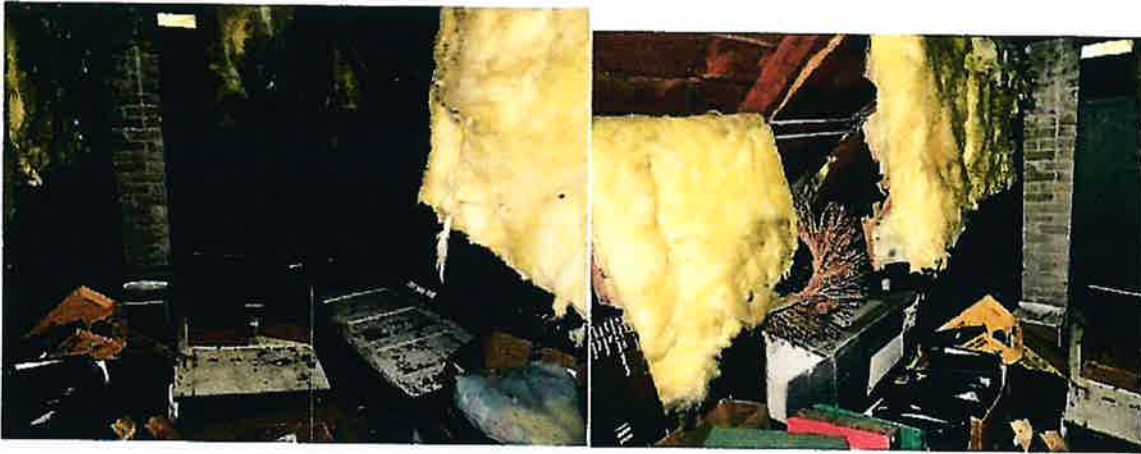


Most flooring is hardwood pine and is solid. There are some areas of unevenness but to be expected for an older building on concrete piers. This sticker was in the panel box outside indicating termites in 2014. Dry wood termites are difficult to treat without texting the building. Suggest another inspection or treatment from a termite technician

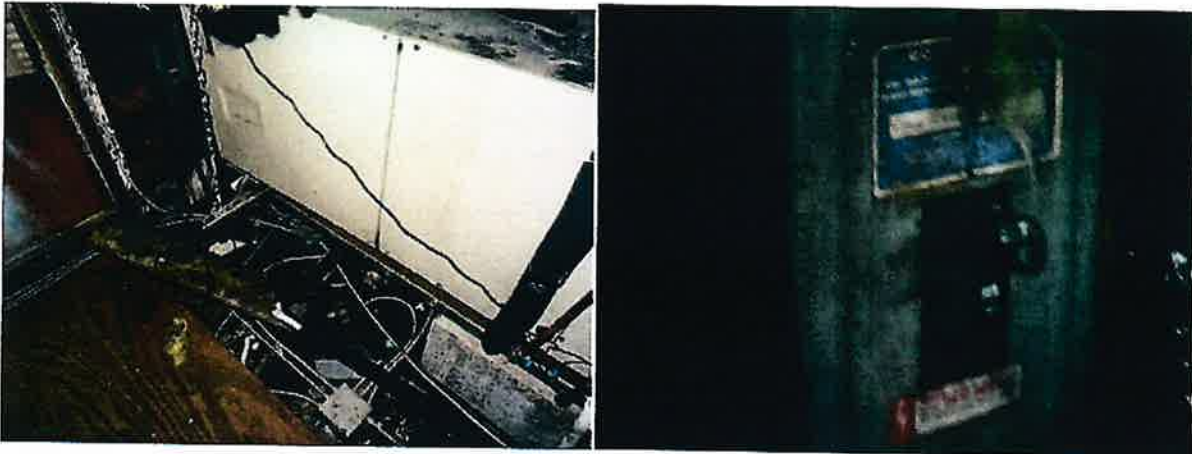
The return for the air conditioning system is in the hallway with the unit suspended above. The ceiling in the hallway as well as the walls indicates water leakage from above.

The room to the east side of the hallway was locked and was not accessed.

## ATTICS



Second floor attic storage has insulation in disarray with evidence of rodents.



Although there is a pan under the air conditioning unit it is pitched away from the float switch. so it would overflow before the float (pump) would engage, this is why there is water on the downstairs bathroom door and hall ceiling below.



Lots of debris in the attic. Wiring is below the overflow pan. Potential electrical short if pan overflows. Insulation is torn off almost everywhere.





Upper attic accessed though hallway hatch. Some insulation has been laid on the ceiling, but the vapor barrier is upside down. It would have been better to have taken the vapor barrier off.

#### UPSTAIRS BATHROOM



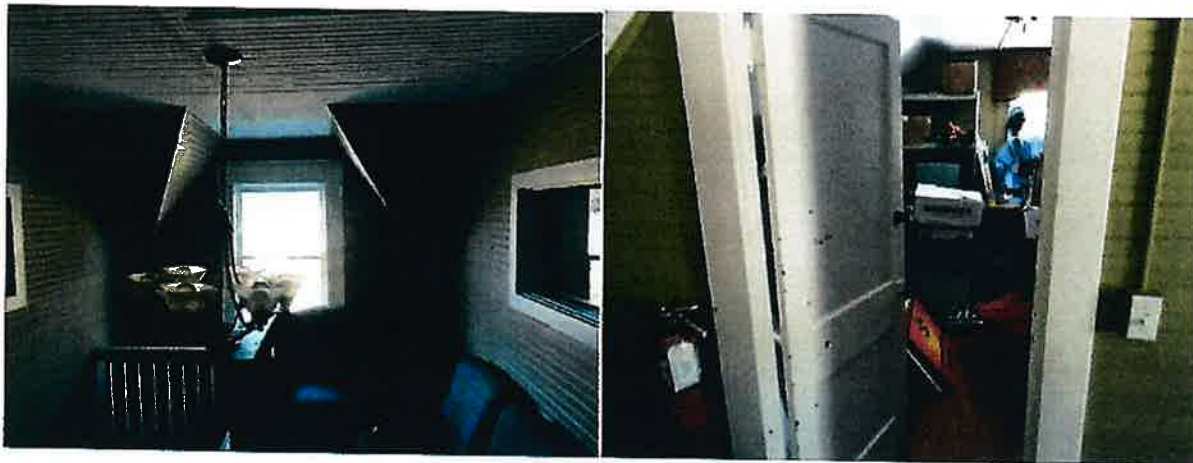
The upstairs bathroom is operational with shut-off valves on both the sink and the toilet. There is no ventilation in this room and needs an exhaust fan installed. The light switch has more than  $\frac{1}{4}$ " gap to the trim, replace cover plate.

The ceiling has the paint peeling off and although the moisture reading was low there may be a condensation problem from the lack of insulation.

The door has no knob and can only be locked with a "hook and eye" needs repair.



The northerly room has uniforms and supplies in it covering one window.



Hallway facing west and entrance to room facing south.



**Mold on the wall from the hallway to the attic. The smoke detector was removed from the upstairs hall and needs to be replaced as soon as possible.**

**GENERAL**

**There is evidence of mold from previous or present leaking. This could be from sidewalls air conditioning units.**

**There was no evidence of plumbing leaks at this time and all fixtures worked and drained properly.**

**There were no signs of roof leakage at this time although some roof repair is needed.**

**Poor insulation and waterproofing of the siding, windows and doors is a problem. Lack of insulation can cause moisture to accumulate inside the building. Proper ventilation can cause the build-up of moisture inside.**

**Life/safety issues need to be addressed immediately before an accident occurs.**

**Some of these things may seem trivial but all together they are a big problem.**



## **CITY OF BELLE ISLE, FLORIDA**

1600 Nela Avenue  
Belle Isle, Florida 32809  
(407) 851-7730 • FAX (407) 240-2222  
[www.cityofbelleislefl.org](http://www.cityofbelleislefl.org)

December 17, 2018

Robert Fisher, President  
Pine Castle Historical Society  
c/o Pine Castle Women's Club  
5901 S. Orange Ave.  
Orlando, FL 32809

**SUBJECT: House Demolition**

Dear Bob:

I wanted to bring to your attention that the City recently had the Beacon House located at the corner of Waltham and Randolph Avenues inspected. It is the determination of the Cornerstone Charter Academy and the City that the house be demolished. We believe that it is cost prohibitive for CCA or the City to restore. Upon request, I can send you a copy of the inspection.

We anticipate that the demolition will occur within the next three months, soon after we have it inspected for asbestos. I have recently been in contact with Shirley Cannon regarding this issue. If the Historical Society wants the building to be saved then I would have to see a plan for restoration within the next 90 days. Not only would the house have to be restored, but it would also have to be moved from its current site.

I plan on briefing the Belle Isle City Council at the January 15, 2019 meeting. If the PCH Board wants to do anything with the house, you should come to the Council meeting and speak to them.

Sincerely,

  
Bob Francis, ICMA-CM  
City Manager



**Subject Photo Page**

Borrower/Client	N/A				
Property Address	5903 Randolph Ave				
City	Belle Isle	County	Orange	State	FL Zip Code 32809
Lender	Private - City Of Belle Isle				

**Subject Front**

5903 Randolph Ave  
Sales Price  
Gross Living Area 1,632  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age 99 Yrs; 1915

**Subject Rear****Subject Street**

**Belle Isle Issues Log  
1/15/19**

<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>
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	Open	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	CCA Maintenance Staff cleaned the bottom of the drainage box. It was about 1/4 filled with dirt. We think that may be the problem. When there was a heavy rain in December, there were no issues. So we are waiting to see if there is still turbidity issues with later rains.
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	9/30/2019	CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.	FEMA is reviewing the project damages with the City to determine what the final payment may be and if this project will be funded under a FEMA mitigation program.
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 Completed for 2017	CM to consider change in the Scope of the Project to look at curb replacement.	Waiting on one last concrete contractor to provide a quote for the work. If curbing is to be replaced, the project may be extended. We will have to mill old pavement, then have the curb work done, then have the paver lay down new pavement.
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, Nela , Wind Drift, and Seminole/Daetwyler.	4/3/2017	PW/ENG	8/31/2018		LCS Project started up again after delay by supplier. Final phase to be completed by end of January. Met with property owners on Wind Drift to brief them on the Wind Drift Project.
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 issues completed except for repair of chicane. Community Meeting on TMP held on June 21, 2018. 20 residents attended. Community Survey was put on line. Consultant created proposed of goals and objectives. CM, DC met with OCPW to discuss city taking jurisdiction of several roads adjacent to city limits.	Traffic consultant finalizing plan; OC should start with changes on Hoffner at the Conway/Hoffner intersection;
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	G'Werks to do fountain. Centerpiece is here. Should see demo of roundabout soon after Perkins Ramp is complete.	Work to start up again.



**Belle Isle Issues Log  
1/15/19**

<b>Issue</b>	<b>Description</b>	<b>Start Date</b>	<b>POC</b>	<b>Expected Completion Date</b>	<b>Completed Action</b>	<b>Next steps</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 were discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	9/30/2018	Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration.	Agenda Item for 1/15/19 Meeting. Workshop held on development. CCA and City to review CCA draft plan.
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at	3/20/2018	CM	8/31/2018	Staff is identifying possible parcels for purchase or other means of acquiring property. Cross lake purchase is on hold until County reschedules PH	Mayor/CM to meet with Commissioner Uribe and Adjacent property owner on Cross Lake. City contacted FDEP and Oak Island HOA for property off Kissam Court. Looking at FDEP property at east end of Cross Lake. City still waiting for information on BOA Building.
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Ongoing	Capital Facility Plan complete. HVAC equipment to be here in July. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues.	Agenda Item for 1/15/19 Meeting (Proposed Agenda for joint meeting and disposition of Green Building) CCA Board and City Council to hold joint meeting (TBD). Consultant/CCA reviewing City comments on proposed purchase of CCA by CCA Board.
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.	Strategic Planning Session tentatively scheduled for May after City election.
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.	Moratorium on lot splits has expired. Report was sent to Council to discuss at future meeting (Workshop scheduled for December 28, 2018 at 9 AM to discuss lot split report).
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Comp Plan review started by CM. Revisions needed if Annexations occur. Planner assisting in Comp Plan update (Ongoing)

**Belle Isle Issues Log**  
**1/15/19**

<b>Issue</b>	<b>Description</b>	<b>Start Date</b>	<b>POC</b>	<b>Expected Completion Date</b>	<b>Completed Action</b>	<b>Next steps</b>
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 determined the priority to annex.	CM to set up a series of community meetings to discuss annexations with residents (after passage of budget). <b>OC Community Meeting held on November 27th</b> ; December - Planning & Zoning Board; January – Board of County Commissioners (1st hearing); February - Board of County Commissioners (2nd hearing)
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)	Quotes received for solar on BIPD and possibly City Hall. Waiting to see if CCA wants to put solar on the buildings.
Forensic Audit	Council directed a forensic audit be conducted	17-Oct	CM/FD	9/30/2018	Auditor has list of questions for staff to answer. Conducted interviews. Delay in getting information from old system.	<b>Staff reviewing recommendations.</b>
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	11/21/2017	CM Tree Board	9/18/2018	Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection. Arbor Day held. Tree ordinance back to Tree Board for further changes.	City received its first Tree City USA designation. <b>Council to discuss ordinance on tree care and preservation (agenda item)</b>
Parking	Council directed review and possible changes to parking ordinance. Focus on parking on grass and in front yards	6/19/2018	CM Code Enf Police	9/30/2018	Staff to review parking ordinances and BIMC.	<b>Workshop held on December 14 to discuss possible changes. Agenda item for 2/5/19</b>



## CITY OF BELLE ISLE, FL

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

### MEMORANDUM

From the Desk of Bob Francis, City Manager

**To:** Mayor and Council  
**Date:** January 15, 2019  
**Re:** Lake Conway Navigation Board Meeting

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**NOTE:** This memo is to provide information only and is **NOT** an official record of the Lake Conway Navigation Board Meeting. Please refer to the Lake Conway Navigation Board adopted minutes for the official record.

Synopsis of the January 8, 2019 Lake Conway Navigation Board Meeting

1. No Public Comment.
2. Comments from the Chairman: None
3. EPD Report:
  - a. Elections: The Board elected Frances Guthrie as Chair succeeding Ray Vause as Chair; and Gary Meloon as Vice-Chair succeeding Bobby Lance. (The County has to fill Mr. Vause's seat which is now vacant)
  - b. Meeting with Routine Services Contractor: Ms. Urbanik stated that she will be meeting with the routine services contractors to discuss renewing their contracts. Currently, the contractors provide the following services on a quarterly basis: grass spraying in canals, tree trimming in canals, spray for melaleuca at Hoffner Bridge, spray for grass and trash pickup at Daetwyler Weir.
4. Advisory Member Reports: Bobby Lance commented on the buoys that are being replaced on the lakes and that they look good. Gary Meloon commented on the heavy green film on the Venetian canal. Ms. Urbanik stated that she will be going out in the boat to look at lake conditions soon. He also asked that the word be put out to lawn maintenance companies to remind them not to blow leaves or grass out in to the street because it will find its way to the lakes. Residents should call 311 or the City's Code Enforcement if they see this happening.

5. Marine Patrol Report: No report given. The Board agreed that the boar parade was a big success and that 6 boats had to be towed.
6. Water Elevation Report: David Woods reported on the lake levels (report attached). You can sign up for Lake Conway reports and important emails at <https://tecengr.yolasite.com/cnb.php>
7. Non-Agenda Items: Ms. Urbanik informed the board that she received a call from a Lake Gatlin resident about sediment build up at this property. She will go look at it and suggest how to remove it.
8. The meeting adjourned at 7:30 PM.

#### Attachments

- Nav Board Agenda
- Minutes of 9/11/18 Meeting
- Lake level report

# **LAKE CONWAY WATER AND NAVIGATION CONTROL DISTRICT ADVISORY BOARD REGULAR MEETING AGENDA**

**January 8, 2018 at 6:30 P.M. at the Orange County Facilities Management Training Room**

## **PLEDGE OF ALLEGIANCE**

- I. Call Meeting to Order
- II. Approval of the Minutes
- III. Public Comment
- IV. Comments of the Chairman
- V. Orange County EPD Report
  - Chair Elections
  - Routine Services
- VI. Marine Patrol Report
- VII. Advisory Board Member Report
  - Vice Chairman Bobby Lance
  - Micky Blackton
  - Gary Meloon
  - Frances Guthrie
- VIII. Lake Conway Water Elevation Report
- IX. Non - Agenda Items
- X. Meeting Adjourned

## **WHEN SPEAKING, PLEASE GIVE YOUR NAME AND ADDRESS**

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or 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.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-3111.

Para mayor información en español, por favor llame al (407) 836-3111.

**Lake Conway Water and Navigation Control District Advisory Board  
Regular Meeting  
Orange County Facilities Management Training Room  
December 11, 2018**

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**Board Members Present:** Rabon Vause (Chairman), Bobby Lance (Vice-Chairman), Gary Meloon, and Frances Guthrie

**Board Members Absent:** Micky Blackton

**Staff & Guests:** Tara Urbanik, Orange County Environmental Protection Division (EPD); Deputy Adam Popp, Orange County Sheriff's Office (OCSO); City Manager Bob Francis, City of Belle Isle

**Residents:** Cindy Lance, Randy Holihan, and Carlos Payas

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**I. Call to Order**

With a quorum present, Rabon (Ray) Vause called the meeting of the Lake Conway Water and Navigation Control District Advisory Board (Advisory Board) to order at 6:30 p.m.

**II. Approval of the November 13, 2018 Meeting Minutes**

**Upon a motion by Gary Meloon, seconded by Bobby Lance, and carried with all present members voting AYE by voice vote, with Micky Blackton being absent; the Advisory Board approved the November 13, 2018 meeting minutes.**

**III. Public Comment on Propositions before the Advisory Board**

Chairman Vause received one request to speak during the public comment period.

Carlos Payas, an attorney representing the confidential neighbor adjacent to Cross Lake Beach, discussed the concerns of the Cross Lake Beach purchase request by the City of Belle Isle. The neighbor has been working with the City of Belle Isle and made progress on some of the outstanding concerns. Discussion ensued. Chairman Vause stated the Advisory Board already voted to support the purchase of the property. The Advisory Board agreed that the stated concerns of homeowner rights for peaceful enjoyment, privacy fence concerns, and access for handicap parking locations are not within the purview of the Advisory Board.

**IV. Comments of the Chairman**

Chairman Vause thanked the residents for attending the meeting.

**V. Orange County EPD Report**

**Florida Uniform Waterway Marker Update**

Improvements to the regulatory navigation markers on the Conway Chain of Lakes are scheduled to begin on December 17, 2018.

**Development Liaison**

The Environmental Protection Division created an optional Advisory Board member role. The role was created to follow construction and development projects around lake taxing districts. This role, titled Development Liaison, is intended to report back to the Advisory Board on the potential impacts that future development projects may have on lake management priorities. Gary Meloon volunteered to fill this role.

**Upon a motion by Bobby Lance, seconded by Frances Guthrie, and carried with all present members voting AYE by voice vote, with Micky Blackton being absent; the Advisory Board approved Gary Meloon filling the Development Liaison role.**

**VI. Marine Patrol Report**

Deputy Popp stated November 2018 was an uneventful month. The Conway Chain of Lakes boat parade was discussed; the BIPD and OCSO off-duty patrol and the OCSO on-duty patrol will provide coverage for this event.

**VII. Advisory Board Member Report**

- Chairman Ray Vause: No comment.
- Vice Chairman Bobby Lance: Thanked Chairman Vause for his years of leadership and that it has been a pleasure getting to know him and working with him on the Advisory Board.
- Gary Meloon: Mr. Meloon thanked Chairman Vause for his years of service and as Chair of the Advisory Board and he appreciates his years of leadership. Mr. Meloon inquired about meeting the new District 3 Commissioner.
- Frances Guthrie: Ms. Guthrie hopes to see Chairman Vause again, and thanked him for his support.

**VIII. Lake Conway Water Elevation Report**

No report was presented.

**IX. Non-Agenda Items**

Chairman Vause stated the meeting was his last meeting as an Advisory Board member, and recounted of his first meeting, the meeting location, Advisory Board members, County Commissioner and County staff.

**X. Meeting Adjourned**

Chairman Vause adjourned the meeting at 7:25 p.m.

\_\_\_\_\_  
Rabon Vause, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minutes prepared by Tara Urbanik

\_\_\_\_\_  
Date

# Lake Conway 2018 Elevations (NAVD 88)

Stage  
2015

Provided as a public service by TEC Engineering, Inc. Find more and sign up to get these  
monthly reports at: <https://TECEngr.yolasite.com/cnb.php>

12/31/18  
Elev 85.46  
Stage 80%

