



city council agenda

Agenda
January 02, 2018 * 6:30 PM
City Council Meeting
City Hall Chambers 1600 Nela Avenue

Lydia Pisano Mayor	Kurt Ardaman City Attorney	Bob Francis City Manager	Ed Gold District 1	Anthony Carugno District 2	Jeremy Weinsier District 3	OPEN District 4	Harv Readey District 5	Alexa Dowlen 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.

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Vice Mayor Harv Readey - Commissioner District 5
3. Appointment of District 4 Commissioner
4. Consent Items
 - a. Approval of the City Council regular session minutes for December 5, 2017
5. 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.
6. Unfinished Business
7. New Business
 - a. RESOLUTION 18-01 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AMENDING THE FISCAL YEAR 2017-2018 ANNUAL BUDGET TO INCREASE THE BUDGETED EXPENDITURES FOR STREET RESURFACING WITHIN THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.
8. Attorney Report
9. City Manager Report
 - a. Discussion and schedule date for annexation workshop
 - b. Approval of the Vote Processing Equipment Use Agreement and Elections Services Contract for 2018 Municipal Elections and Return Postage for Vote By Mail Ballots.
 - c. Issues Log update
 - d. Chief's Report
10. Mayor's Report
 - a. Legislative updates
11. Council Reports
12. 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 City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." --Page 1 of 19



city council minutes

MINUTES
December 5, 2017 * 6:30 p.m.
City Council Regular Session

The Belle Isle City Council met in a Regular Session on December 5, 2017 at 6:30 p.m. in the Belle Isle City Hall Council Chambers.

Present was:

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

Absent was:

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

CALL TO ORDER

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

LIFE SAVING AWARD

Chief Houston presented Officer Herrada and Officer Cornwell with a Life Saving Award.

Mayor Pisano recognized Chief Houston, Officer Cornwell and Officer Gargano for their contribution during the Pulse incident on behalf of the FBI.

CONSENT ITEMS

- a. Approval of the City Council regular session minutes for November 21, 2017

Comm Lance motioned to approve the consent agenda as presented.

Comm Nielsen seconded the motion, which passed unanimously.

CITIZEN COMMENTS

Mayor Pisano opened for citizen comments.

- Glenn Harris residing at 2100 Nela Avenue spoke of his concerns with the code as it relates to parking of big trucks, the seeping crime into our City and creating a network for elderly support within the police department and City Hall. Chief Houston responded to his concerns and briefly spoke of an incident that occurred at 2100 Nela Avenue and stated that the suspect was caught and processed.

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

UNFINISHED BUSINESS

ORDINANCE NO. 17-16 - Second Reading and Adoption

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY CODE TO PROHIBIT MEDICAL MARIJUANA DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY OF BELLE ISLE AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; CREATING CHAPTER 15, ARTICLE III REGARDING DISPENSING FACILITIES; PROVIDING FOR INTERPRETATION AND DEFINITIONS; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR A MORATORIUM CONTINGENCY; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

City Clerk read Ordinance 17-16 by title.

Mayor Pisano opened for public comment; there being none she closed public comment and opened for Council discussion.

City Manager Francis said the City is banning dispensaries at this time to allow Council to regulate differently at a later time. **After discussion, Comm Nielsen moved to adopt Ordinance 17-16.**

Comm Dowlen seconded the motion which passed unanimously upon roll call 7:0.

Comm Nielsen aye
Comm Lance aye
Comm Weinsier aye
Comm Readey aye
Comm Dowlen aye
Comm Carugno aye
Comm Gold aye

ORDINANCE 17-17 - Second Reading and Adoption

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF BELLE ISLE SECTIONS 3.01, 3.02, 3.04, 3.06, 3.07, 3.08, 3.10, 3.19, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.09, 4.11, and 4.13 WITH RESPECT TO MATTERS INCLUDING BUT NOT LIMITED TO NON-VOTING STATUS OF MAYOR, CITY COUNCIL CANDIDATE QUALIFICATIONS AND REQUIREMENTS INCLUDING BUT NOT LIMITED TO RESIDENCY REQUIREMENTS AND CONFLICTING OFFICES, GROUNDS FOR FORFEITURE OF OFFICE, VACANCIES AND PROCEDURES FOR FILLING SUCH, CITY COUNCIL MEETING PROCEDURES, AGENDAS AND PROCEDURES RELATED THERETO, DUTIES AND POWERS OF MAYOR AND VICE-MAYOR, MAYOR'S QUALIFICATIONS, DUTIES AND POWERS OF CITY MANAGER, DUTIES AND POWERS OF CITY CLERK, RESTRICTIONS ON CITY COUNCIL MEMBERS AND THE MAYOR, PROHIBITION ON DICTATING EMPLOYMENT OR DIRECTING CITY STAFF, VETO POWER OF MAYOR, AND OTHER MATTERS RELATED TO THE FOREGOING; PROVIDING FOR A REFERENDUM VOTE BY THE ELECTORS OF THE CITY OF BELLE ISLE ON THE QUESTION OF APPROVAL OF THE PROPOSED CHARTER AMENDMENTS AT THE ELECTION TO BE HELD ON MARCH 13, 2018; PROVIDING FORM OF BALLOT; PROVIDING FOR FILING REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE, AND OTHER DIRECTIONS TO CITY STAFF; PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE AND CHARTER AMENDMENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS.

City Clerk read Ordinance 17-17 by title.

Mayor Pisano opened for public comment.

- Andrew Thompson residing at 4058 Isle Vista Blvd spoke on Exhibit E – filing of vacancies. He asked that Council review the 30-day time period and provided three options for consideration. He further noted that discretion may be an issue and that it will be prudent to state that all candidates will be interviewed before appointment.

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

City Manager Francis asked for consideration and clarification to the following charter changes,

Exhibit B Sec 3.02 reads, "... in a bona-fide residence in the city and the city district at least one (1) year..."

Should read, "... in a bona-fide residence in the city and the city district that they will represent at least one (1) year..."

Exhibit C Sec 3.06(B) reads, "However, a candidate may continue to serve on an appointed federal, states, district, county, or municipal board, commission, or advisory entity, but shall resign from same prior to the beginning of the term in Sec 3.05, above, or they forfeit the commissioner or mayoral office."

Should read, "However, a candidate may continue to serve on an appointed federal, states, district, county, or municipal board, commission, or advisory entity, ~~but shall resign from same prior to the beginning of the term in Sec 3.05, above, or they forfeit the commissioner or mayoral office.~~

Exhibit D Sec B(2) reads, "Violates any standard of conduct or code of ethics established by law or {this Charter or commits} or is charged with a misdemeanor of the second degree or a felony of any degree."

Should read, "Violates any standard of conduct or code of ethics established by law or {this Charter or commits} or is charged with convicted of a misdemeanor of the second degree or a felony of any degree."

Exhibit H Sec 3.10(A) reads, "...until ~~one year~~ two years after the expiration of the term for which he ~~was/she were~~ elected."

Should read, "...until ~~one year~~ two years after the expiration of the term for which he ~~was/she were~~ was elected."

Exhibit H Sec 3.10 (B) reads, "Except to the extent provided otherwise in this charter, neither the council nor any commissioners shall..."

Should read, "Except to the extent provided otherwise in this charter, neither the Mayor council nor any commissioners shall..."

Exhibit H Sec 3.10 (C) reads, "No commissioner or its members shall ~~mayor may~~ direct, order, demand, or deal with any city officers and employees who are subject to the direction and supervision of the city manager ~~solely through.~~"

Should read, "No commissioner or its members shall ~~mayor may~~ shall direct, order, command demand, or deal with any city officers and employees who are subject to the direction and supervision of the city manager, or substantially interfere with any city employee job duties solely through."

Exhibit I Sec 3.19 title reads, "Past references to City council members ~~designated commissioners.~~"

Should read, "Past references to City council members designated commissioners."

Exhibit J Sec 4.01 reads, "...The mayor shall be elected for a term of three (#) years and shall serve until a successor takes office. ~~If the mayor shall cease to possess any of the qualifications for the office of mayor during the term of office, the office shall be forfeit(ed) and the mayor shall be removed by the council.~~"

Should read, "...The mayor shall be elected for a term of three (#) years and shall serve until a successor takes office. If the mayor shall cease to possess any of the qualifications for the office of mayor during the term of office, the office shall be forfeit(ed) and the mayor shall be removed by a majority of commissioners by and resolution the council."

Exhibit K Sec 4.04 title reads, "Vice-mayor: Duties, term and appointment of council member (commissioner)."

Should read, "Vice-mayor: Duties, term and appointment of new commissioner council member (commissioner)".

Exhibit K Sec 4.04(A) reads, "...council shall perform the duties of the office of mayor and ~~during such time shall not serve in the capacity of a~~ retains his or her duties as commissioner."

Should read, "...council shall perform the duties of the office of mayor and shall ~~during such time shall not serve in the capacity of a~~ retains his or her duties as commissioner."

Exhibit K Sec 4.04(C) reads, "Upon assuming the duties of the office of mayor in (B), above, ...".

Should read, "Upon the vice-mayor assuming the duties of the office of mayor in (B), above, ...".

Exhibit N Sec 4.11 reads, "... prepare minutes of meetings, maintain city records, be the city point person for city records, comply with all requirements ...".

Should read, "... prepare minutes of meetings, maintain city records, be the custodian of records ~~city point person for city records~~, comply with all requirements ...".

Comm Weinsier opened discussion on the recommendations proposed by Andrew Thompson.

After discussion, Council agreed to add the following change as follows,

ADD - Exhibit E Sec 3.07(C)4 to read, " If the 30-day time period of filing the vacant office expires before the office is filled – whether by failure of a candidate to properly qualify for the vacant office or by failure of the city council to approve a candidate the time period for filling a vacant council position shall be 30 days, and, if necessary, shall be extended an additional 30 days more as necessary to fill the office."

After further discussion, Comm Nielsen moved to approve Ordinance 17-17 as amended by the City Manager and recommended by City Council. Comm Gold seconded the motion which passed upon roll call 7:0.

Comm Nielsen aye
Comm Lance aye
Comm Weinsier aye
Comm Readey aye
Comm Dowlen aye
Comm Carugno aye
Comm Gold aye

Comm Nielsen asked that Attorney Ardaman make sure the ballot questions accurately reflect the changes as discussed.

ORDINANCE 17-18 – Second Reading and Adoption

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, CREATING A CITY TREE BOARD PROVIDING FOR ORGANIZATION OF THE TREE BOARD; PROVIDING FOR BOARD MEETINGS AND PROCEDURE; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE BOARD; SEVERABILITY; CONFLICTS AND EFFECTIVE DATE.

City Clerk read Ordinance 17-18 by title.

Mayor Pisano opened for public comment.

- Debra Donham residing at 6904 Seminole Drive asked for clarification on the appointment of the Tree Board and their term limits.

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

Comm Lance stated that Tree Board member Ruthie Harrell has informed him that she may not be able to continue on the board. Comm Lance asked that the City Manager contact Mrs. Harrell.

After discussion, Comm Nielsen moved to adopt Ordinance 17-18 to create the Tree Board.
Comm Weinsier seconded the motion which passed upon roll call 7:0.

Comm Nielsen aye
Comm Lance aye
Comm Weinsier aye
Comm Readey aye
Comm Dowlen aye
Comm Carugno aye
Comm Gold aye

NEW BUSINESS

Cancellation of the December 19, 2017 City Council meeting

Mayor Pisano opened for discussion to cancel the December 19th City Council meeting,
Comm Readey made a motion to cancel the December 19th City Council meeting.
Comm Gold seconded the motion which passed unanimously.

Comm Carugno opened discussion to also postpone or cancel the January 2nd 2018 meeting.
Council consensus was to have the January 2nd meeting as posted.

ATTORNEY REPORT

Attorney Ardaman gave a brief update on the Constitution Revision Commission and said they have not considered the Home Rule amendment. Secondly, he noted that Council should look forward to receiving an open space ordinance for review in January.

CITY MANAGER REPORT

City Manager Francis gave an update on the FEMA reporting. He reminded all that the NAV Board meeting will be held on Tuesday night.

CHIEF'S REPORT

Chief Houston reported that they are interviewing candidates for the CSO position.

MAYOR'S REPORT

Mayor Pisano reported on the following,

- Christmas Caroling around the City will be held on December 20th.
- Santa Night festivities will be on Dec 21st
- Santa will be at City Hall for pictures on December 9th

COUNCIL REPORTS

Comm Gold – District 1

Comm Gold reported on a letter received by Rick Wilson extending his appreciation to the Police Department.

Comm Carugno – District 2

- Comm Carugno asked the City Attorney for an update on our law enforcement on County streets. Attorney Ardaman said it is more of a political issue than a legal issue and if Council wishes to pursue he can schedule for a formal discussion. Discussion ensued on annexation options and workshop dates in January.
- Boat Parade dates is confirmed as follows: Friday-South lake, Saturday-Center lake and Sunday-North lake.

Comm Weinsier – District 3

- Comm Weinsier asked if parking along the grass of Gondola was allowed and enforceable. Chief Houston said the easement on Gondola belongs to Orange County and not enforceable by the City.
- Comm Weinsier asked if he would have to recuse himself when his father is appointed to the Tree Board. Attorney Ardman said no, he does not have to recuse himself due to the fact that he is not receiving any compensation or loss for the appointment.

Comm Readey – District 5

**Vice Mayor Readey made a motion to appoint Richard Weinsier to the Tree Board representing District 5.
Comm Carugno seconded the motion which passed unanimously.**

Comm Lance – District 4

- Comm Lance tendered his resignation and thanked Council and the public for their support.
- City Manager Francis asked if Council would like to fill the position in the same fashion used for the recently filled District 6 seat. Council consensus was to request letters of interests from candidates to be submitted no later than 2-weeks from the date of this Council meeting.

ADJOURNMENT

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 7:55 p.m.

Yolanda Quiceno, CMC, City Clerk

"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 **8** of **19**

1 **RESOLUTION NO. 18-01**

2 A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AMENDING THE FISCAL
3 YEAR 2017-2018 ANNUAL BUDGET TO INCREASE THE BUDGETED EXPENDITURES
4 FOR STREET RESURFACING WITHIN THE PUBLIC WORKS DEPARTMENT; AND
5 PROVIDING AN EFFECTIVE DATE.

6
7 WHEREAS, pursuant to Resolution 17-21, the City of Belle Isle has
8 adopted the budget for fiscal year 2017-2018; and

9 WHEREAS, the City budgeted \$250,000 for street resurfacing in FY 17/18;
10 and

11 WHEREAS, the City was not able to complete the paving budgeted in FY
12 16/17 and desires to carry forward the project to FY 17/18; and

13 WHEREAS, the City has selected Middlesex Paving to pave the desired
14 streets for a total of \$714,498.75; and

15 WHEREAS, the City of Belle Isle desires to amend the budget using
16 unrestricted reserves to fund the total cost of this resurfacing; and

17 WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget
18 amendment to be adopted in the same manner as the original budget.

19 Therefore, the City Council of the City of Belle Isle, Florida hereby
20 resolves:

21 Section 1. The City Council hereby authorizes a budget amendment to
22 transfer \$464,498.75 as follows:

23	FROM	TO
24	General Fund -	001-541-00-6320
25	Undesignated Reserve	CIP - Resurfacing & Curbing

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Section 2. This Resolution shall take effect upon its adoption.

Adopted by the City Council on this 2nd day of January, 2018.

LYDIA PISANO, MAYOR

Attest: _____

Yolanda Quiceno, City Clerk

Approved as to form and legality

Kurt Ardaman, City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 18-01 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the _____ day of January, 2018.

Yolanda Quiceno, City Clerk



**2018
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 13, 2018, 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 Twenty-five Dollars (\$25.00) 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.

Please initial one below:

_____ MUNICIPALITY will pay return postage for Vote by Mail ballots

_____ MUNICIPALITY will not pay return postage for Vote by Mail ballots

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 ELECTIONS 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.

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

Signature

Bill Cowles

Name (Printed or Typed)

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Title

Date

Date

Witness Signature

Witness Signature

Witness Name (Printed or Typed)

Witness Name (Printed or Typed)