



CITY OF BELLE ISLE, FL

CITY COUNCIL BUDGET HEARING AND CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL

Held the 1st and 3rd Tuesday of Every Month

Tuesday, September 19, 2023 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor | Vice-Mayor – Beth Lowell, District 5

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

1. **Call to Order and Confirmation of Quorum**
2. **Second Public Hearing and Budget Adoption - FY 2023-2024**
 - a. Budget Presentation - Interim City Manager Grimm
 - b. Council Discussion
 - c. Citizen Comments
 - d. Resolution 23-09 FY23-24 Adopting Final Millage Rate
 - e. Resolution 23-10 FY23-24 Adopting Final Budget
 - f. Resolution 23-11 FY23-24 Adopting Five-Year CIP

Close Public Budget Hearing

Open Regular City Council Meeting

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 website at www.belleislefl.gov. If you are not on the agenda, please hand the City Clerk a completed yellow "Request to Speak" form. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

3. **Invocation and Pledge to Flag** - Comm Randy Holihan, District 4
4. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
 - a. Approval of the City Council Workshop minutes - August 29, 2023
 - b. Approval of the City Council Special Called Session minutes - August 29, 2023
 - c. Approval of the City Council Special Called Session minutes - September 13, 2023 (Clarification of Motion Required)
 - d. Proclamation - 90th Birthday Dale F Robinson
5. **RVi Planning - Comp Plan Presentation Update**
6. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, 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 answered within a reasonable period following the meeting date.
7. **Unfinished Business**
 - a. Approval of the Wallace Field Use Agreement
8. **New Business**
 - a. Approval of the Police Salary Step Program - Resolution 23-15
 - b. Resolution 23-12 Amending Retirement Plan
 - c. Resolution 23-14 FY22-23 Budget Amendment #2
 - d. Pete Madison - Debris Management Contract Extension
9. **Attorney's Report**

"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 2

10. City Manager's Report

- a. Special Events Committee - Centennial Celebration Update
- b. Chief's Report
- c. Public Works Report

11. Mayor's Report

12. Items from Council

13. Adjournment

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1 September 30, 2024.

2 SECTION 2. The final millage rate of 4.4018 mills is greater than the
3 rolled-back rate of 4.0398 mills by 8.96%.

4 SECTION 3. This resolution will take effect immediately upon its
5 adoption.

6
7 DULY ADOPTED at a public hearing of and by the City Council of the City of
8 Belle Isle, Florida, this 19th day of September, 2023.

9
10 Attest: _____
11 _____ Nicholas Fouraker, Mayor
12 Yolanda Quiceno, CMC-City Clerk

13 _____
14 Approved as to form and
15 legality City Attorney

16 STATE OF FLORIDA
17 COUNTY OF ORANGE

18
19 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do
20 hereby certify that the above and foregoing Resolution No. 23-09 was duly and
21 legally passed and adopted by the Belle Isle City Council in session
22 assembled, at which session a quorum of its members were present on the
23 _____ day of _____, 2023.

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Yolanda Quiceno, CMC-City Clerk

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A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA,
ADOPTING THE FINAL BUDGET FOR THE CITY OF BELLE ISLE FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30,
2024; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle of Orange County, Florida, adopted a tentative budget on September 5, 2023 following a public hearing as required by Florida Statute 200.065, for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024; and

WHEREAS, on September 19, 2023, the City of Belle Isle held a final public hearing on the budget for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024; and

WHEREAS, the final budget for the City of Belle Isle for the fiscal year beginning October 1, 2023 and ending on September 30, 2024, provides for a total of all funds in the amount of \$11,600,951, as set forth in Attachment "A"; and

WHEREAS, the City Council desires to adopt the final budget.

NOW, THEREFORE, BE IT RESOLVED by the City of Belle Isle, Florida
of Orange County, Florida, that:

SECTION 1. The City Council adopts the final budget for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024, as set forth in Attachment "A", and including all amendments, if any, adopted at its public hearing on September 19, 2023.

1 **SECTION 2.** This resolution will take effect immediately upon its
2 adoption.

3 **DULY ADOPTED** at a public hearing of and by the City Council of the City
4 of Belle Isle, Florida, this 19th day of September, 2023.

5
6 Attest: _____
7 Nicholas Fouraker, Mayor

8 _____
9 Yolanda Quiceno, CMC-City Clerk

10
11 _____
12 Approved as to form and legality
13 City Attorney

14
15 STATE OF FLORIDA
16 COUNTY OF ORANGE

17
18 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do
19 hereby certify that the above and foregoing Resolution No. 23-10 was duly and
20 legally passed and adopted by the Belle Isle City Council in session
21 assembled, at which session a quorum of its members were present on the
22 _____ day of _____, 2023.

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24 _____
25 Yolanda Quiceno, CMC-City Clerk

CITY OF BELLE ISLE, FLORIDA

FY 23-24 PROPOSED BUDGET DRAFT



VERSION / DATE

V3.072723

CITY OF BELLE ISLE, FLORIDA						
FY 2023-2024						
PROPOSED BUDGET DRAFT						
CHANGES MADE IN DRAFT V3.072723						
ACCOUNT TYPE	ACCOUNT NAME	PREVIOUS AMOUNT	NEW AMOUNT	NET CHANGE	INCREASE/ DECREASE	REASON
FUND: 001 GENERAL FUND						
FY 23/24 PROPOSED BUDGET						
REVENUES						
001-331-900	ARPA-CORONAVIRUS LOCAL FISCAL RECOVERY	460,461	-	(460,461)	DECREASE	Removed from budget as we have done with all ARPA projects.
	TOTAL REVENUE CHANGE			(460,461)	DECREASE	
EXPENDITURES						
001-541-00-6330	CIP - SIDEWALKS	460,461	-	(460,461)	DECREASE	Removed from budget as we have done with all ARPA projects.
	TOTAL EXPENDITURE CHANGE			(460,461)	DECREASE	

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CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT

e.

Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
GENERAL FUND 001						
BEGINNING FUND BALANCE		3,198,256	3,185,000	3,185,000	4,023,928	2,498,918
REVENUES						
001-311-100	AD VALOREM TAX	3,763,201	4,005,622	4,005,622	4,005,622	4,372,891
001-312-410	LOCAL OPTION GAS TAX	232,943	237,101	237,101	215,000	215,000
001-314-800	UTILITY SERVICE TAX - PROPANE	6,354	5,500	5,500	7,500	6,000
001-315-000	COMMUNICATIONS SERVICES TAXES	202,696	190,000	190,000	215,000	200,000
001-316-000	BUSINESS TAX LICENSES	17,046	12,000	12,000	12,000	15,000
001-322-000	BUILDING PERMITS	150,293	175,000	175,000	155,000	150,000
001-323-100	FRANCHISE FEE - ELECTRICITY	290,120	260,000	260,000	295,000	290,000
001-323-700	FRANCHISE FEE - SOLID WASTE	86,665	60,000	60,000	95,000	85,000
001-329-000	ZONING FEES	28,520	30,000	30,000	30,000	30,000
001-329-100	PERMITS - GARAGE SALE	315	200	200	650	200
001-329-130	BOAT RAMPS - DECAL AND REG	2,475	1,800	1,800	3,000	2,000
001-329-900	TREE REMOVAL	485	-	-	125	-
001-331-100	FEMA REIMBURSEMENT - FEDERAL	5,138	-	-	11,063	-
001-331-110	FEMA REIMBURSEMENT - STATE	285	-	-	614	-
001-331-120	FDOT REIMBURSEMENT	7,146	-	-	7,340	-
001-331-900	ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY	618,678	1,813,090	1,813,090	514,900	-
001-334-201	FDOT UNF HIGH VISABILITY ENFORCEMENT	5,131	-	-	-	-
001-334-396	OJP BULLETPROOF VEST GRANT	3,442	-	-	1,582	-
001-334-560	FDLE JAG GRANT	10,990	-	-	-	-
001-334-565	FDLE CESF/CERF FUNDING	26,380	-	-	-	-
001-335-120	STATE SHARED REVENUE	415,592	372,724	372,724	392,000	435,000
001-335-150	ALCOHOLIC BEVERAGE LICENSE TAX	98	-	-	98	-
001-335-180	HALF-CENT SALES TAX	1,383,531	1,043,124	1,043,124	1,300,000	1,100,000
001-337-200	SRO - CHARTER CONTRIBUTION	74,296	77,507	77,507	77,507	79,029
001-337-205	CHARTER SCHOOL INSURANCE CONTRIBUTIONS	59,983	-	-	-	-
001-341-900	QUALIFYING FEES	175	-	-	70	-
001-343-410	SOLID WASTE FEES - RESIDENTIAL	665,695	707,524	707,524	707,524	766,814
001-347-400	SPECIAL EVENTS	10,500	-	-	6,412	-
001-351-100	JUDGEMENT & FINES - MOVING VIOLATIONS	93,993	65,000	65,000	130,000	80,000
001-351-110	RED LIGHT CAMERAS	433,050	390,000	390,000	640,000	550,000
001-354-000	JUDGEMENT & FINES - LOCAL ORDINANCE VIOL	2,520	-	-	15,000	-
001-358-210	EVIDENCE CONVERSION	849	-	-	-	-
001-359-000	JUDGEMENT & FINES - PARKING VIOLATIONS	7,950	7,500	7,500	2,500	1,000
001-359-200	INVESTIGATIVE COST REIMBURSEMENT	4,628	-	-	4,700	-
001-361-100	INTEREST - GENERAL FUND	757	500	500	3,000	1,000
001-361-200	INTEREST - SBA	305	-	-	1,000	-
001-362-100	CHARTER SCHOOL RENT	-	450,000	450,000	450,000	456,484
001-364-000	DISPOSITION OF FIXED ASSETS	168,086	-	-	16,005	-
001-366-000	CONTRIBUTIONS & DONATIONS	19,004	-	40,000	40,000	-
001-367-000	RENTAL LICENSES	18,265	18,000	18,000	18,000	18,000
001-369-900	OTHER MISCELLANEOUS REVENUE	14,656	40,000	40,000	45,000	-
001-369-905	POLICE OFF-DUTY DETAIL REIMBURSEMENTS	47,885	-	106,997	122,000	-
001-369-906	POLICE MARINE PATROL REIMBURSEMENTS	30,301	30,000	30,000	30,000	31,765
001-369-909	RED LIGHT CAMERA HEARING FEES	800	-	-	700	-
001-369-910	VACANT FORECLOSURE	400	-	-	600	-
001-369-915	AAA FLORIDA TRAFFIC SAFETY GRANT	10,000	-	-	-	-
001-384-000	LEASE PROCEEDS	393,149	-	-	-	-
TOTAL REVENUES		9,314,771	9,992,192	10,139,189	9,571,512	8,885,183
Total Beginning Fund Balance, Revenues, & Transfers In		12,513,027	13,177,192	13,324,189	13,595,440	11,384,101

CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT

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Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
GENERAL FUND 001						
EXPENDITURES						
LEGISLATIVE						
001-511-00-2311	DENTAL & VISION INSURANCE - DISTRICT 1	-	500	500	-	500
001-511-00-2312	DENTAL & VISION INSURANCE - DISTRICT 2	475	500	500	500	500
001-511-00-2313	DENTAL & VISION INSURANCE - DISTRICT 3	475	500	500	500	500
001-511-00-2314	DENTAL & VISION INSURANCE - DISTRICT 4	475	500	500	500	500
001-511-00-2315	DENTAL & VISION INSURANCE - DISTRICT 5	(39)	500	500	500	500
001-511-00-2316	DENTAL & VISION INSURANCE - DISTRICT 6	514	500	500	500	500
001-511-00-2317	DENTAL & VISION INSURANCE - DISTRICT 7	396	500	500	500	500
001-511-00-3150	ELECTION EXPENSE	20,536	10,000	10,000	-	2,000
001-511-00-3200	AUDITING & ACCOUNTING	24,460	-	-	-	-
001-511-00-4000	TRAVEL & PER DIEM	-	3,500	3,500	3,500	3,500
001-511-00-4001	TRAVEL & PER DIEM - DISTRICT 1	-	-	-	-	-
001-511-00-4002	TRAVEL & PER DIEM - DISTRICT 2	-	-	-	-	-
001-511-00-4003	TRAVEL & PER DIEM - DISTRICT 3	-	-	-	-	-
001-511-00-4004	TRAVEL & PER DIEM - DISTRICT 4	-	-	-	-	-
001-511-00-4005	TRAVEL & PER DIEM - DISTRICT 5	-	-	-	-	-
001-511-00-4006	TRAVEL & PER DIEM - DISTRICT 6	-	-	-	-	-
001-511-00-4007	TRAVEL & PER DIEM - DISTRICT 7	-	-	-	-	-
001-511-00-4100	COMMUNICATIONS - TELEPHONE	7,434	7,500	7,500	10,000	7,500
001-511-00-4900	OTHER CURRENT CHARGES	242	250	250	500	500
001-511-00-5100	OFFICE SUPPLIES	118	500	500	500	-
001-511-00-5200	OFFICE & OPERATING SUPPLIES	47	100	100	100	500
001-511-00-5400	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS	-	2,800	2,800	2,800	2,800
001-511-00-5401	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 1	251	-	-	-	-
001-511-00-5402	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 2	251	-	-	-	-
001-511-00-5403	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 3	251	-	-	-	-
001-511-00-5404	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 4	251	-	-	-	-
001-511-00-5405	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 5	251	-	-	-	-
001-511-00-5406	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 6	350	-	-	-	-
001-511-00-5407	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 7	251	-	-	-	-
511 Total		56,989	28,150	28,150	20,400	20,300
EXECUTIVE MAYOR						
001-512-00-2310	DENTAL & VISION INSURANCE	400	500	500	420	500
001-512-00-4000	TRAVEL & PER DIEM	-	500	500	300	500
001-512-00-4100	COMMUNICATIONS - TELEPHONE	998	1,000	1,000	1,650	1,000
001-512-00-4900	OTHER CURRENT CHARGES	40	500	500	100	500
001-512-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	601	600	600	606	650
512 Total		2,039	3,100	3,100	3,076	3,150
FINANCE, ADMIN, & PLANNING						
001-513-00-1200	REGULAR SALARIES & WAGES	322,542	442,893	442,893	442,893	497,188
001-513-00-1250	VEHICLE ALLOWANCE - CITY MANAGER	8,723	8,400	8,400	5,000	6,000
001-513-00-1400	OVERTIME PAY	518	500	500	500	500
001-513-00-2100	FICA/MEDICARE TAXES	20,834	34,562	34,562	34,562	38,532
001-513-00-2200	RETIREMENT CONTRIBUTIONS	49,782	70,863	70,863	70,863	79,550
001-513-00-2300	HEALTH INSURANCE	61,915	88,000	88,000	74,000	87,000
001-513-00-2310	DENTAL & VISION INSURANCE	2,238	3,100	3,100	2,600	3,100
001-513-00-2320	LIFE INSURANCE	1,428	2,100	2,100	2,000	2,400
001-513-00-2330	DISABILITY INSURANCE	3,536	5,300	5,300	5,000	5,800
001-513-00-3100	PROFESSIONAL SERVICES	17,034	18,000	18,000	18,000	18,000
001-513-00-3400	PLANNING SERVICE	37,216	40,000	40,000	10,000	6,000
001-513-00-4000	TRAVEL & PER DIEM	1,892	2,500	2,500	2,500	2,500
001-513-00-4410	RENTALS & LEASES - VEHICLES	-	3,000	-	-	10,000
001-513-00-4610	REPAIRS & MAINTENANCE - VEHICLES	-	200	3,200	3,200	

CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT

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Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
001-513-00-4700	PRINTING & BINDING	-	500	500	500	100
001-513-00-4710	CODIFICATION EXPENSES	1,175	6,500	6,500	6,500	6,500
001-513-00-4900	OTHER CURRENT CHARGES	2,327	2,500	2,500	2,500	2,500
001-513-00-4910	LEGAL ADVERTISING	1,900	4,000	4,000	4,000	4,000
001-513-00-5200	OPERATING SUPPLIES	119	-	-	-	-
001-513-00-5230	FUEL EXPENSE	-	500	500	500	500
001-513-00-5240	COLLEGE TUITION REIMBURSEMENT	-	-	-	-	8,500
001-513-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	4,573	6,000	6,000	6,000	6,000
513 Total		537,752	739,418	739,418	691,118	785,170
GENERAL GOVERNMENT						
001-519-00-1560	PREMIUM PAY - INFLATION STIPEND (ARPA)	106,630	-	-	-	-
001-519-00-2100	FICA/MEDICARE TAXES	8,157	-	-	-	-
001-519-00-3100	OTHER PROFESSIONAL SERVICES	-	-	-	39,000	-
001-519-00-3110	LEGAL SERVICES	119,047	200,000	200,000	175,000	160,000
001-519-00-3120	ENGINEERING FEES	16,881	10,000	10,000	35,000	30,000
001-519-00-3140	INFORMATION TECHNOLOGY EXPENSE	7,500	7,200	7,200	10,000	10,000
001-519-00-3200	AUDITING & ACCOUNTING	-	28,000	28,000	30,000	30,000
001-519-00-3400	CONTRACTUAL SERVICES	34,780	75,000	75,000	116,500	79,000
001-519-00-3405	BUILDING PERMITS	127,013	140,000	140,000	140,000	120,000
001-519-00-3410	JANITORIAL SERVICES	2,328	3,000	3,000	2,400	4,000
001-519-00-3415	WEBSITE/SOCIAL MEDIA	2,433	35,000	35,000	5,000	5,000
001-519-00-3417	EMERGENCY EXPENSES - HURRICANE	55,941	-	1,430,554	1,430,554	-
001-519-00-3440	FIRE PROTECTION	1,753,832	1,915,774	1,915,774	1,911,107	2,091,722
001-519-00-4100	COMMUNICATIONS SERVICES	12,584	15,000	15,000	12,000	10,000
001-519-00-4200	FREIGHT & POSTAGE	3,325	5,000	5,000	4,000	4,000
001-519-00-4300	UTILITY/ELECTRIC/WATER	17,319	21,000	21,000	15,000	15,000
001-519-00-4310	SOLID WASTE DISPOSAL/YARDWASTE	687,631	746,762	762,482	762,482	810,000
001-519-00-4500	INSURANCE	151,714	150,000	150,000	188,218	235,000
001-519-00-4600	REPAIRS & MAINTENANCE - GENERAL	2,448	7,000	43,901	43,901	5,000
001-519-00-4700	PRINTING & BINDING	13,067	6,500	6,500	6,500	6,500
001-519-00-4800	SPECIAL EVENTS	16,129	25,000	25,000	25,000	100,000
001-519-00-4900	OTHER CURRENT CHARGES	2,993	5,000	5,000	7,000	5,000
001-519-00-4905	NON AD VALOREM ASSESSMENT FEE	-	3,500	3,500	-	-
001-519-00-4906	GEOGRAPHIC INFORMATION SYSTEM INTERLOC	-	2,300	2,300	-	-
001-519-00-4910	LEGAL ADVERTISING	7,216	7,500	7,500	7,500	5,000
001-519-00-5200	OFFICE & OPERATING SUPPLIES	7,544	15,000	15,000	10,000	10,000
001-519-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	927	1,200	1,200	3,000	3,000
001-519-00-6491	CAPITAL - EQUIPMENT - CITY HALL	29,782	-	-	-	-
001-519-00-8300	CONTRIBUTIONS & DONATIONS	1,500	3,000	3,000	3,000	3,000
001-519-00-8310	NEIGHBORHOOD GRANT PROGRAM	28,999	60,000	60,000	30,000	60,000
519 Total		3,217,720	3,487,736	4,970,911	5,012,162	3,801,222
POLICE						
001-521-00-1200	REGULAR SALARIES & WAGES	1,322,426	1,523,852	1,523,852	1,500,000	1,760,467
001-521-00-1210	REGULAR SALARIES & WAGES - CROSSING GUARD	30,026	59,400	59,400	42,000	77,220
001-521-00-1215	HOLIDAY PAY	44,265	30,000	30,000	48,000	75,000
001-521-00-1220	LONGEVITY PAY	5,250	6,000	6,000	6,000	7,750
001-521-00-1400	OVERTIME PAY	66,025	20,000	20,000	32,000	25,000
001-521-00-1500	INCENTIVE PAY	13,149	18,500	18,500	15,000	15,000
001-521-00-1505	POLICE OFF-DUTY DETAIL PAY	46,916	-	99,196	114,000	-
001-521-00-1506	POLICE LAKE CONWAY MARINE PATROL PAY	25,100	33,600	33,600	33,600	33,600
001-521-00-1520	SPECIAL ASSIGNMENT PAY	11,964	12,700	12,700	13,000	29,000
001-521-00-1530	BILINGUAL PAY	-	3,900	3,900	3,500	4,550
001-521-00-2100	FICA/MEDICARE TAXES	115,457	130,658	138,246	138,243	155,110
001-521-00-2200	RETIREMENT CONTRIBUTIONS	229,750	278,754	278,754	277,500	346,270
001-521-00-2300	HEALTH INSURANCE	243,312	345,000	345,000	312,000	

CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT

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Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
001-521-00-2310	DENTAL & VISION INSURANCE	7,987	12,000	12,000	9,900	10,000
001-521-00-2320	LIFE INSURANCE	6,083	7,400	7,400	7,000	8,500
001-521-00-2330	DISABILITY INSURANCE	17,893	22,000	22,000	20,000	24,000
001-521-00-3100	TECHNOLOGY SUPPORT/SERVICES	33,105	61,000	61,000	61,000	150,000
001-521-00-3110	LEGAL SERVICES	8,085	8,000	8,000	8,000	8,000
001-521-00-3120	NEW HIRE EXPENSES	3,260	3,000	3,000	3,000	3,000
001-521-00-3405	RED LIGHT CAMERA FEES	167,295	336,000	336,000	270,000	336,000
001-521-00-3406	LICENSE PLATE READERS/VIDEO MONITORING	-	70,000	70,000	70,000	53,500
001-521-00-3407	LICENSE PLATE READER CONSTRUCTION/INSTL	-	100,000	100,000	100,000	-
001-521-00-3410	JANITORIAL SERVICES	2,592	3,000	3,000	3,000	3,500
001-521-00-4000	TRAVEL & PER DIEM	543	5,000	5,000	7,000	7,000
001-521-00-4100	COMMUNICATIONS SERVICES	24,789	28,000	28,000	28,000	35,000
001-521-00-4110	DISPATCH SERVICE	62,320	73,000	73,000	73,000	73,000
001-521-00-4200	POSTAGE & FREIGHT	195	2,000	2,000	500	2,000
001-521-00-4300	UTILITY/ELECTRIC/WATER	4,306	5,000	5,000	5,000	5,000
001-521-00-4410	RENTALS & LEASES - VEHICLES	39,869	200,000	200,000	200,000	220,000
001-521-00-4600	REPAIRS & MAINTENANCE - GENERAL	2,498	3,500	3,500	3,500	3,500
001-521-00-4610	REPAIRS & MAINTENANCE - VEHICLES	4,388	10,000	10,000	10,000	10,000
001-521-00-4620	REPAIRS & MAINTENANCE - RADAR GUNS	1,959	4,500	4,500	4,500	6,500
001-521-00-4700	PRINTING & BINDING	3,227	3,500	3,500	3,500	3,500
001-521-00-4800	COMMUNITY PROMOTIONS	973	3,000	3,000	3,000	3,000
001-521-00-4900	OTHER CURRENT CHARGES	3,259	3,000	3,000	3,000	3,000
001-521-00-4910	LEGAL ADVERTISING	100	1,000	1,000	1,000	1,000
001-521-00-4920	MARINE EXPENSES	6,812	8,000	8,000	8,000	10,000
001-521-00-4921	PD GRANT EXPENDITURES	4,396	-	-	-	-
001-521-00-5100	OFFICE SUPPLIES	2,024	4,000	4,000	4,000	-
001-521-00-5200	OFFICE & OPERATING SUPPLIES	15,655	6,000	6,000	6,000	10,000
001-521-00-5205	COMPUTER AND SOFTWARE	4,116	25,710	25,710	25,710	10,000
001-521-00-5210	UNIFORMS	32,465	12,000	12,000	15,000	10,000
001-521-00-5230	FUEL EXPENSE	69,475	60,000	60,000	85,000	70,000
001-521-00-5240	COLLEGE TUITION REIMBURSEMENT	-	10,800	10,800	10,800	8,000
001-521-00-5245	RADIOS	-	17,000	17,000	17,000	-
001-521-00-5250	POLICE NON-CAPITAL EQUIPMENT	11,804	15,200	55,200	55,200	-
001-521-00-5300	POLICE ACADEMY SPONSORED EMPLOYEE EXP	4,431	-	-	-	-
001-521-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,389	1,500	1,500	1,500	2,000
001-521-00-5500	TRAINING - POLICE	4,034	5,000	5,000	5,000	5,000
001-521-00-6400	CAPITAL - EQUIPMENT	20,777	10,000	-	-	-
001-521-00-6410	CAPITAL - RADIOS	15,601	-	-	-	-
001-521-00-6417	CAPITAL - VEHICLES	393,149	-	-	-	-
001-521-00-6418	CAPITAL - VESSELS	21,425	-	23,674	23,674	-
521 Total		3,155,919	3,601,474	3,761,932	3,685,627	3,942,967
PUBLIC WORKS						
001-541-00-1200	REGULAR SALARIES & WAGES	103,484	185,399	185,399	185,399	245,614
001-541-00-1400	OVERTIME PAY	-	500	500	500	500
001-541-00-2100	FICA/MEDICARE TAXES	7,795	14,221	14,221	14,221	18,828
001-541-00-2200	RETIREMENT CONTRIBUTIONS	15,745	29,664	29,664	29,664	39,298
001-541-00-2300	HEALTH INSURANCE	18,990	49,000	49,000	47,000	62,000
001-541-00-2310	DENTAL & VISION INSURANCE	427	1,300	1,300	1,500	2,100
001-541-00-2320	LIFE INSURANCE	474	900	900	900	1,200
001-541-00-2330	DISABILITY INSURANCE	1,476	2,900	2,900	2,200	3,500
001-541-00-3100	PROFESSIONAL SERVICES	10,800	500	500	500	500
001-541-00-3140	TEMPORARY LABOR	12,987	-	-	-	-
001-541-00-3150	INFORMATION TECHNOLOGY EXPENSE	127	3,600	3,600	8,000	13,000
001-541-00-3400	CONTRACTUAL SERVICES	12,538	11,000	11,000	11,000	12,000
001-541-00-3420	LANDSCAPING SERVICES	53,435	78,000	78,000	41,000	

**CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT**

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Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
001-541-00-4000	TRAVEL & PER DIEM	905	1,000	1,000	1,000	1,000
001-541-00-4100	COMMUNICATIONS	4,015	3,000	3,000	5,500	6,000
001-541-00-4300	UTILITY/ELECTRIC/WATER	106,335	120,000	120,000	120,000	120,000
001-541-00-4410	RENTALS & LEASES - VEHICLES	2,915	82,000	82,000	45,000	42,000
001-541-00-4420	RENTALS & LEASES - EQUIPMENT	370	5,000	5,000	5,000	5,000
001-541-00-4600	REPAIRS & MAINTENANCE - GENERAL	13,786	22,000	22,000	10,000	25,000
001-541-00-4610	REPAIRS & MAINTENANCE - VEHICLES & EQUIP	8,058	10,000	27,626	27,626	15,000
001-541-00-4670	REPAIRS & MAINTENANCE - PARKS	38,239	42,000	42,000	42,000	42,000
001-541-00-4675	REPAIRS & MAINTENANCE - BOAT RAMPS	627	3,500	3,500	3,500	2,500
001-541-00-4680	REPAIRS & MAINTENANCE - ROADS	26,549	30,000	30,000	30,000	35,000
001-541-00-4690	URBAN FORESTRY	126,682	105,000	105,000	105,000	125,000
001-541-00-4700	PRINTING & BINDING	-	-	-	1,500	3,000
001-541-00-4900	OTHER CURRENT CHARGES	25	-	-	100	-
001-541-00-5200	OPERATING SUPPLIES	5,824	7,500	7,500	10,000	12,000
001-541-00-5210	UNIFORMS	1,194	2,500	2,500	2,500	3,600
001-541-00-5220	PROTECTIVE CLOTHING	433	1,500	1,500	1,500	2,000
001-541-00-5230	FUEL EXPENSE	8,712	6,000	6,000	9,000	12,000
001-541-00-5240	SMALL TOOLS & EQUIPMENT	10,157	5,000	5,000	6,000	7,500
001-541-00-5250	COLLEGE TUITION REIMBURSEMENT	-	-	-	-	8,000
001-541-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	82	1,500	1,500	500	1,500
001-541-00-5500	TRAINING	659	2,500	2,500	4,000	6,000
001-541-00-6200	CIP - BUILDINGS	-	40,000	-	23,000	-
001-541-00-6300	CIP - INFRASTRUCTURE	-	-	-	-	-
001-541-00-6320	CIP - RESURFACING & CURBING	345,623	453,000	453,000	31,000	-
001-541-00-6330	CIP - SIDEWALKS	89,539	500,000	500,000	500,000	-
001-541-00-6335	CIP - NELA BRIDGE REPAIRS	2,485	-	-	7,000	-
001-541-00-6375	CIP - FENCING	5,074	-	-	-	-
001-541-00-6380	CIP - PARK IMPROVEMENTS	81,155	97,000	97,000	45,000	-
001-541-00-6385	CIP - CLOCK TOWER	-	28,700	28,700	29,896	-
001-541-00-6420	CIP - TRAFFIC CALMING	30,500	-	-	-	-
001-541-00-6430	CAPITAL - EQUIPMENT	-	-	14,633	14,633	-
541 Total		1,148,221	1,945,684	1,937,943	1,422,139	913,640
DEBT SERVICE						
001-584-00-7100	PAYMENT ON BOND - PRINCIPAL	258,227	204,000	204,000	204,000	211,000
001-584-00-7200	BOND DEBT - INTEREST	112,232	58,000	58,000	58,000	54,000
584 Total		370,459	262,000	262,000	262,000	265,000
TOTAL EXPENDITURES		8,489,099	10,067,562	11,703,454	11,096,522	9,731,449
TRANSFERS OUT						
001-581-00-9100	TRANSFER TO CAPITAL EQUIP REPL FUND 301	-	250,000	250,000	-	-
TOTAL TRANSFERS OUT		-	250,000	250,000	-	-
ENDING FUND BALANCE		4,023,928	2,859,630	1,370,735	2,498,918	1,652,652
Total Expenditures, Transfers Out, & Ending Fund Balance		12,513,027	13,177,192	13,324,189	13,595,440	11,384,101

CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT

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Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
TRANSPORTATION IMPACT FEE FUND 102						
BEGINNING FUND BALANCE		144,638	110,788	110,788	114,757	119,188
REVENUES						
102-324-310	IMPACT FEES - RESIDENTIAL - TRANSPORTATION	2,862	-	-	1,431	-
102-361-100	INTEREST - TRANSPORTATION IMPACT	757	500	500	3,000	500
TOTAL REVENUES		3,619	500	500	4,431	500
Total Beginning Fund Balance, Revenues, & Transfers In		148,257	111,288	111,288	119,188	119,688
EXPENDITURES						
102-541-00-3100	PROFESSIONAL SERVICES	-	65,000	65,000	-	65,000
102-541-00-6425	CIP - ROADWAY IMPROVEMENTS	33,500	-	-	-	-
TOTAL EXPENDITURES		33,500	65,000	65,000	-	65,000
ENDING FUND BALANCE		114,757	46,288	46,288	119,188	54,688
Total Expenditures & Ending Fund Balance		148,257	111,288	111,288	119,188	119,688

STORMWATER FUND 103

BEGINNING FUND BALANCE		219,341	678,228	678,228	(13,969)	(407,841)
REVENUES						
103-331-100	FEMA REIMBURSEMENT - FEDERAL - FUND 103	-	-	-	2,746	-
103-331-110	FEMA REIMBURSEMENT - STATE - FUND 103	-	-	-	152	-
103-331-900	ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY	-	-	-	26,607	-
103-334-360	STATE RESILIENCY GRANT	-	45,000	45,000	-	-
103-343-900	SERVICE CHARGE - STORMWATER	411,665	425,344	425,344	425,344	463,506
103-361-100	INTEREST - STORMWATER	758	500	500	3,000	500
103-369-908	OC NAV BOARD REIMBURSEMENTS	-	98,125	98,125	-	-
TOTAL REVENUES		412,423	568,969	568,969	457,849	464,006
TRANSFERS IN		-	-	-	-	-
Total Beginning Fund Balance, Revenues, & Transfers In		631,764	1,247,197	1,247,197	443,880	56,165
EXPENDITURES						
103-541-00-1200	REGULAR SALARIES & WAGES	113,221	159,000	159,000	159,000	188,621
103-541-00-2100	FICA/MEDICARE TAXES	8,661	12,164	12,164	12,164	14,430
103-541-00-2200	RETIREMENT CONTRIBUTIONS	16,832	25,440	25,440	25,440	30,179
103-541-00-2300	HEALTH INSURANCE	17,407	32,000	32,000	32,000	38,000
103-541-00-2310	DENTAL & VISION INSURANCE	454	1,000	1,000	1,000	1,300
103-541-00-2320	LIFE INSURANCE	526	750	750	750	900
103-541-00-2330	DISABILITY INSURANCE	1,344	2,000	2,000	2,000	2,300
103-541-00-3100	PROFESSIONAL SERVICES	-	75,000	75,000	50,000	-
103-541-00-3110	LEGAL SERVICES - STORMWATER FUND	-	3,000	3,000	-	-
103-541-00-3120	ENGINEERING FEES	127,565	50,000	50,000	100,000	140,000
103-541-00-3430	NPDES	9,104	15,000	15,000	8,500	10,000
103-541-00-3450	LAKE CONSERVATION	13,666	25,000	25,000	9,500	25,000
103-541-00-4600	REPAIRS & MAINTENANCE	35,873	75,000	100,000	250,000	150,000
103-541-00-4900	OTHER CURRENT CHARGES	-	500	15,260	14,760	-
103-541-00-6300	CIP - CAPITAL IMPROVEMENTS	-	473,125	473,125	160,000	13,000
103-541-00-6319	CIP - CAPITAL IMPROVEMENTS - ARPA	301,080	98,125	98,125	26,607	-
TOTAL EXPENDITURES		645,733	1,047,104	1,086,864	851,721	613,730
ENDING FUND BALANCE		(13,969)	200,093	160,333	(407,841)	(557,565)
Total Expenditures & Ending Fund Balance		631,764	1,247,197	1,247,197	443,880	56,165

CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT

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Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
LAW ENFORCEMENT EDUCATION FUND 104						
BEGINNING FUND BALANCE		15,995	11,995	11,995	19,524	22,824
REVENUES						
104-351-200	JUDGEMENT & FINES - LE EDUCATION FUND	5,012	3,000	3,000	6,300	4,000
104-361-100	INTEREST - LE EDUCATION FUND	757	500	500	3,000	500
TOTAL REVENUES		5,769	3,500	3,500	9,300	4,500
Total Beginning Fund Balance, Revenues, & Transfers In		21,764	15,495	15,495	28,824	27,324
EXPENDITURES						
104-521-00-5500	TRAINING	2,240	6,000	6,000	6,000	20,000
TOTAL EXPENDITURES		2,240	6,000	6,000	6,000	20,000
ENDING FUND BALANCE		19,524	9,495	9,495	22,824	7,324
Total Expenditures & Ending Fund Balance		21,764	15,495	15,495	28,824	27,324

CHARTER DEBT SERVICE FUND 201

BEGINNING FUND BALANCE		1,367,799	-	-	104,058	-
REVENUES						
201-361-100	INTEREST	4,259	-	-	-	-
201-362-000	RENT REVENUE	1,033,608	-	-	-	-
201-369-900	MISCELLANEOUS REVENUE	320	-	-	-	-
TOTAL REVENUES		1,038,187	-	-	-	-
Total Beginning Fund Balance, Revenues, & Transfers In		2,405,986	-	-	104,058	-
EXPENDITURES						
201-569-00-1200	REGULAR SALARIES & WAGES	74,206	-	-	-	-
201-569-00-2100	FICA/MEDICARE TAXES	5,677	-	-	-	-
201-569-00-2200	RETIREMENT CONTRIBUTIONS	11,580	-	-	-	-
201-569-00-2300	HEALTH INSURANCE	9,592	-	-	-	-
201-569-00-2310	DENTAL & VISION INSURANCE	317	-	-	-	-
201-569-00-2320	LIFE INSURANCE	348	-	-	-	-
201-569-00-2330	DISABILITY INSURANCE	856	-	-	-	-
201-569-00-3100	PROFESSIONAL SERVICES	13,442	-	-	-	-
201-569-00-3110	LEGAL SERVICES	225	-	-	-	-
201-569-00-4600	MAINTENANCE	29,793	-	-	-	-
201-569-00-6210	CIP - CHARTER ROOF	12,301	-	-	-	-
201-569-00-6320	CIP - HVAC REPLACEMENT	532,334	-	-	-	-
201-569-00-7100	PRINCIPAL	195,000	-	-	-	-
201-569-00-7200	INTEREST	503,022	-	-	-	-
201-569-00-7400	PAYMENT TO ESCROW AGENT	913,235	-	-	-	-
TOTAL EXPENDITURES		2,301,928	-	-	-	-
TRANSFERS OUT						
	TRANSFER TO GENERAL FUND	-	-	-	104,058	-
TOTAL TRANSFERS OUT		-	-	-	104,058	-
ENDING FUND BALANCE		104,058	-	-	-	-
Total Expenditures & Ending Fund Balance		2,405,986	-	-	104,058	-

CAPITAL EQUIPMENT REPLACEMENT FUND 301

BEGINNING FUND BALANCE		19,016	19,516	19,516	19,773	13,673
REVENUES						
301-361-100	INTEREST - CAP EQUIP REPL FUND	757	500	500	3,000	-
TOTAL REVENUES		757	500	500	3,000	-
TRANSFERS IN						
301-381-000	TRANSFER IN FROM GENERAL FUND 001	-	250,000	250,000	-	-
TOTAL TRANSFERS IN		-	250,000	250,000	-	-
Total Beginning Fund Balance, Revenues, & Transfers In		19,773	270,016	270,016	22,773	13,673

EXPENDITURES

301-541-00-6430	CAPITAL - EQUIPMENT - CHIPPER	-	50,000	50,000	9,100	
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**CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT**

e.

Account Id	Account Description	ACTUALS 2021/2022	ORIGINAL BUDGET 2022/2023	AMENDED BUDGET 2022/2023	PROJECTED ACTUALS 2022/2023	PROPOSED BUDGET 2023/2024
TOTAL EXPENDITURES		-	50,000	50,000	9,100	-
ENDING FUND BALANCE		19,773	220,016	220,016	13,673	13,673
Total Expenditures & Ending Fund Balance		19,773	270,016	270,016	22,773	13,673

CAPITAL IMPROVEMENT REVENUE NOTE 2020 PROJECT FUND 303

BEGINNING FUND BALANCE		442,101	442,101	442,101	430,441	-
REVENUES						
	NONE	-	-	-	-	-
TOTAL REVENUES		-	-	-	-	-
Total Beginning Fund Balance, Revenues, & Transfers In		442,101	442,101	442,101	430,441	-
EXPENDITURES						
303-517-00-3100	PROFESSIONAL SERVICES - FUND 303	11,660	-	-	10,785	-
303-517-00-6100	CIP - LAND PURCHASE	-	442,101	442,101	-	-
303-517-00-6300	CIP - STORMWATER PROJECTS	-	-	-	419,656	-
TOTAL EXPENDITURES		11,660	442,101	442,101	430,441	-
ENDING FUND BALANCE		430,441	-	-	-	-
Total Expenditures & Ending Fund Balance		442,101	442,101	442,101	430,441	-

CITY OF BELLE ISLE
FY 2023-2024
PROPOSED BUDGET DRAFT
ALL FUNDS CHANGE IN FUND BALANCE

e.

FUND	General Fund (001)	Transportation Impact Fund (102)	Stormwater Fund (103)	Law Enforcement Education Fund (104)	Charter School Debt Service Fund (201)	Capital Equipment Replacement Fund (301)	Capital Improvement Revenue Note 2020 Project Fund (303)	Grand Total
<u>Projected Beginning Fund</u>								
Balance October 1, 2023	2,498,918	119,188	(407,841)	22,824	0	13,673	0	2,246,762
<u>Appropriation TO (FROM)</u>								
Fund Balance	(846,266)	(64,500)	(149,724)	(15,500)	0	0	0	(1,075,990)
<u>Projected Ending Fund</u>								
Balance September 30, 2024	1,652,652	54,688	(557,565)	7,324	0	13,673	0	1,170,772

Fund Balance Guidelines for the General Fund

The Government Finance Officer's Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular fund operating revenues or regular general fund operating expenditures. This equates to approximately 17%.

The City of Belle Isle Budget Committee recommended maintaining a general fund balance reserve of 25% of revenues.

FY 23/24 General Fund Budgeted Revenue:	\$	8,885,183			
FY 23/24 General Fund Reserves Balance:	\$	1,652,652	which is	18.6%	in Reserves
An Ending Reserves Balance of:	\$	1,510,481	would be	17.0%	in Reserves
	\$	1,777,037	would be	20.0%	in Reserves
	\$	2,221,296	would be	25.0%	in Reserves

Fund Balance History (General Fund)

<u>FYE</u>	<u>Total Revenue</u>	<u>Ending Fund Balance</u>	<u>% of Revenue in Reserves</u>	
9/30/2023*	9,571,512	2,498,918	26%	* projected
9/30/2022	8,753,536	4,023,928	46%	
9/30/2021	7,297,116	3,198,256	44%	
9/30/2020	6,579,594	2,536,904	39%	
9/30/2019	7,410,022	2,371,023	32%	
9/30/2018	5,941,031	1,473,141	25%	

CITY OF BELLE ISLE, FLORIDA
FY 2023-2024
PROPOSED BUDGET DRAFT - 5 YEAR CIP

e.

FUND 001 GENERAL FUND

Category	Project	Estimated 5 Year Cost	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Buildings	City Hall HVAC Replacement	25,000	-	-	-	25,000	-
Buildings	City Hall Landscaping Project	30,000	-	-	-	30,000	-
Buildings	City Hall / Police Department / EOC	9,950,000	-	9,950,000	-	-	-
Infrastructure	Public Works Driveway Paving	18,000	18,000	-	-	-	-
Infrastructure	Public Works Entry Gates	15,000	15,000	-	-	-	-
Police Dept	Police Boat Dock for Marine Patrol	175,000	175,000	-	-	-	-
Streets	Resurfacing & Curbing	1,300,000	300,000	250,000	250,000	250,000	250,000
Traffic Calming	Pedestrian Crossing @ Hoffner/St. Germaine	25,000	-	25,000	-	-	-
Traffic Calming	Hoffner Roundabout w/Ped Crossing @ St. Denis	634,000	-	300,000	334,000	-	-
Sidewalks	Sidewalk Replacements	919,451	519,451	100,000	100,000	100,000	100,000
Sidewalks	Judge/Daetwyler Sidewalk Widening	690,000	-	145,000	345,000	200,000	-
Bridges	Hoffner Bridge Lights	30,000	-	15,000	15,000	-	-
Bridges	Nela Bridge Landscaping/Lighting	20,000	20,000	-	-	-	-
Parks	Canoe Trail	50,000	-	50,000	-	-	-
Parks	Dog Park	50,000	-	20,000	15,000	15,000	-
Total General Fund		13,931,451	1,047,451	10,855,000	1,059,000	620,000	350,000

FUND 102 TRANSPORTATION IMPACT FEE FUND

Category	Project	Estimated 5 Year Cost	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
None	None	-	-	-	-	-	-
Total Transportation Impact Fund		-	-	-	-	-	-

FUND 103 STORMWATER FUND

Category	Project	Estimated 5 Year Cost	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Water Quality	Trimble Park Aeration System	13,000	13,000	-	-	-	-
Drainage Improv	Pipe Lining	2,800,000	200,000	650,000	650,000	650,000	650,000
Drainage Improv	2211 Cross Lake Rd. E-001 - Conveyance	200,000	200,000	-	-	-	-
Total Stormwater Fund		3,013,000	413,000	650,000	650,000	650,000	650,000

ALL FUNDS

	Estimated 5 Year Cost	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
General Fund	13,931,451	1,047,451	10,855,000	1,059,000	620,000	350,000
Transportation Impact Fee Fund	-	-	-	-	-	-
Stormwater Fund	3,013,000	413,000	650,000	650,000	650,000	650,000
Totals	\$ 16,944,451	\$ 1,460,451	\$ 11,505,000	\$ 1,709,000	\$ 1,270,000	\$ 1,000,000

Note: Projects funded with ARPA are highlighted in the color orange

FY 22/23 Budget Amendment #2 Explanations

e.

GENERAL FUND (001)

Account	Amount	Explanation
Beginning Fund Balance	838,928 increase	From 3,185,000 to 4,023,928 due to final ending fund balance FY 21/22

Revenue

Account ID	Account Description	Amount	Explanation
001-312-410	Local Option Gas Tax	22,101 decrease	From 237,101 to 215,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$181,360 with two months left to record.
001-315-000	Communications Services Taxes	25,000 increase	From 190,000 to 215,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$179,286 with two months left to record.
001-323-100	Franchise Fee – Electricity	45,000 increase	From 260,000 to 305,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$289,057 with one month left to record.
001-323-700	Franchise Fee – Solid Waste	35,000 increase	From 60,000 to 95,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 89,325 with one month left to record.
001-331-900	ARPA – Coronavirus Local Fiscal Recovery	1,276,135 decrease	From 1,813,090 to 536,955. Original budget included entire second payment of ARPA funding. Since we cannot recognize revenue until funds expended, we are reducing to only what we have spent this FY.
001-335-120	State Shared Revenue	57,276 increase	From 372,724 to 430,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$412,444 with one month left to record.
001-335-180	Half-Cent Sales Tax	256,876 increase	From 1,043,124 to 1,300,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$1,160,258 with two months left.
001-351-100	Judgement & Fines – Moving Violations	75,000 increase	From 65,000 to 140,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$137,179 with one month left to record.
001-351-110	Red Light Cameras	270,000 increase	From 390,000 to 660,000 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$625,425 with one month left. This adjustment was expected as we did not budget revenue for the new cameras.
001-359-000	Judgement & Fines – Parking Violations	4,575 decrease	From 7,500 to 2,925 to adjust revenue to projected actuals. Revenue received as of 9/14/2023 \$2,925.
001-369-905	Police Off-Duty Detail Reimbursements	46,789 increase	From 106,997 to 153,786 to adjust revenue to amount received as of 9/14/2023. Revenue offsets expense in 001-521-00-1505 Police Off-Duty Pay and 001-521-00-2100 FICA/Medicare Taxes

Expenditures

Account ID	Account Description	Amount	Explanation
001-511-00-3150	Election Expense	10,000 decrease	From 10,000 to 0 due to no election expenses this FY.
001-511-00-4100	Communications Services	2,500 increase	From 7,500 to 10,000 for the purchase of Council ipads in November 2022 that were not included in original budget.
001-513-00-1250	Vehicle Allowance – CM	4,500 decrease	From 8,400 to 3,900 as the City did not incur this expense from April-Sept 2023 due to the departure of the prior CM.
001-513-00-2300	Health Insurance	10,000 decrease	From 88,000 to 78,000 to adjust to actuals.
001-519-00-3100	Other Professional Services	40,000 increase	From 0 to 40,000 due to the City Manager recruiter (32,500), Council training (3,000), bond arbitrage report (3,500), and AV System Tech Support (995).
001-519-00-3110	Legal Services	25,000 decrease	From 200,000 to 175,000 to adjust to projected actuals. Spent \$130,608 as of 9/14/2023 with two months left.
001-519-00-3120	Engineering Fees	20,000 increase	From 10,000 to 30,000. Spent \$29,929 as of 9/14/2023 with two months left to record.
001-519-00-3400	Contractual Services	45,000 increase	From 75,000 to 120,000 due to comp plan update higher than budgeted. Budgeted 36,000 but contract awarded has cost at 77,500 for FY 22/23.
001-519-00-3415	Website/Social Media	31,500 decrease	From 35,000 to 3,500. Budgeted to hire company/employee but we did not move forward with it.
001-519-00-4100	Communications Services	3,000 decrease	From 15,000 to 12,000 to adjust to projected actuals. Spent \$11,087 as of 9/14/2023 with one month left to record.

FY 22/23 Budget Amendment #2 Explanations

e.

Expenditures cont.

001-519-00-4500	Insurance	38,218 increase	From 150,000 to 188,218. Increase due to personnel salary and position increases made in prior FY which increase general liability and wc costs.
001-519-00-5200	Office & Operating Supplies	5,000 decrease	From 15,000 to 10,000 to adjust to projected actuals. Spent \$6,374 as of 9/14/2023.
001-521-00-1210	Regular Salaries & Wages – Crossing Guards	17,400 decrease	From 59,400 to 42,000 to adjust to projected actuals. Spent \$38,802 as of 9/15/2023 with half a month left.
001-521-00-1215	Holiday Pay	17,000 increase	From 30,000 to 47,000 to adjust to actuals. Spent \$46,614 with no holidays remaining. Increase due to underbudgeting error – last FY spent 44,265.
001-521-00-1400	Overtime Pay	14,000 increase	From 20,000 to 34,000 to adjust to actuals. Spent \$34,302 as of 9/15/2023.
001-521-00-1505	Police Off-Duty Detail Pay	43,715 increase	From 99,196 to 142,911 to adjust to actuals as of 9/15/2023. Offsets with off-duty revenue.
001-521-00-2100	FICA/Medicare Taxes	5,716 increase	From 138,246 to 143,962 - Increase based on police off-duty pay – offsets with off-duty revenue.
001-521-00-2300	Health Insurance	35,000 decrease	From 345,000 to 310,000 to adjust to projected actuals.
001-521-00-2310	Dental & Vision Ins.	2,200 decrease	From 12,000 to 9,800 to adjust to projected actuals.
001-521-00-2320	Life Insurance	500 decrease	From 7,400 to 6,900 to adjust to projected actuals.
001-521-00-2330	Disability Insurance	2,000 decrease	From 22,000 to 20,000 to adjust to projected actuals.
001-521-00-3100	Technology Support/Services	18,000 increase	From 61,000 to 79,000. Increase 31,913 for policy/training system (ARPA); Decrease 15,720 for body worn cameras – budgeted 12 months @ 1,800/mo but didn't start until March and only paying 840/mo.
001-521-00-3405	Red Light Camera Fees	66,000 decrease	From 336,000 to 270,000. Budgeted for 8 cameras for 12 months – currently only have 7 cameras / 6 th and 7 th cameras added during the year.
001-521-00-3406	License Plate Readers/Monitoring	70,000 decrease	From 70,000 to 0. LPR monitoring included in cost paid in 001-521-00-3407.
001-521-00-3407	License Plate Reader Construction/Installation	35,450 decrease	From 100,000 to 64,550 for LPR's. ARPA expenditure. Purchase approved by Council 8/1/2023.
001-521-00-5205	Computer and Software	67,625 increase	From 25,710 to 93,335 for computers for Police. ARPA expenditure. Purchase approved by Council 8/1/2023.
001-521-00-5230	Fuel Expense	25,000 increase	From 60,000 to 85,000 based on projected actuals.
001-521-00-5245	Radios	16,000 decrease	From 17,000 to 1,000 for radios we won't receive this FY.
001-521-00-5250	Police Non-Capital Equipment	51,800 increase	From 55,200 to 107,000. ARPA expenditures for radars (10,000) and AED's (29,232); Grant expenditures (10,001) for JAG grant 8C037 *have no yet received/recorded the revenue.
001-521-00-5500	Training – Police	4,995 increase	From 5,000 to 9,995. ARPA expenditure for member contribution for firearm simulator (4,995).
001-521-00-6400	Capital – Equipment	19,090 increase	From 0 to 19,090 for firearm simulator equipment – ARPA.
001-541-00-3150	Information Technology	4,400 increase	From 3,600 to 8,000 based on projected actuals.
001-541-00-3420	Landscaping Services	37,000 decrease	From 78,000 to 41,000 based on projected actuals. Increased budget in FY2122 due to expected increase in ROW maint. but cost never went up.
001-541-00-4100	Communications	2,500 increase	From 3,000 to 5,500 based on projected actuals.
001-541-00-4410	Rentals & Leases – Veh	37,000 decrease	From 82,000 to 45,000. Budgeted full cost of bucket truck.
001-541-00-4600	Repairs & Maint – Gen	12,000 decrease	From 22,000 to 10,000 based on projected actuals.
001-541-00-5230	Fuel Expense	3,000 increase	From 6,000 to 9,000 based on projected actuals.
001-541-00-5240	Small Tools & Equipment	2,433 increase	From 5,000 to 7,433 for PW mower (2,433) – ARPA.
001-541-00-6200	CIP – Buildings	22,680 increase	From 0 to 22,680.00 for PW roll-up doors – ARPA. Purchase approved by Council 8/1/2023.
001-541-00-6320	CIP – Resurfacing & Curbing	422,000 decrease	From 453,000 to 31,000. Will be funded with ARPA – removing until actually expended.
001-541-00-6330	CIP – Sidewalks	248,788 decrease	From 500,000 to 251,212. Updated to what has actually been spent. Will be funded with ARPA – removing until actually expended.

FY 22/23 Budget Amendment #2 Explanations

e.

Expenditures cont.

001-541-00-6335	CIP – Nela Bridge Repairs	6,905 increase	From 0 to 6,905 for fence installed near Nela Bridge.
001-541-00-6380	CIP – Park Improvements	52,000 decrease	From 97,000 to 45,000. Budgeted 52,000 for play structures that we are not purchasing.
001-541-00-6385	CIP – Clock Tower	1,196 increase	From 28,700 to 29,896 for actual cost spent.
001-541-00-6430	Capital – Equipment	18,328 increase	From 14,633 to 32,961 for PW lawnmower (14,633) and utility trailer (3,695) – ARPA.

Transfers

Account ID	Account Description	Amount	Explanation
001-581-00-9100	Transfer to Capital Equip Repl Fund 301	250,000 decrease	From 250,000 to 0. Removing transfer until a plan is established for use of the Capital Equip Repl Fund.

Account	Amount	Explanation
Ending Fund Balance	1,265,295 increase	Increase ending fund balance based on budget amendment activity.

TRANSPORTATION IMPACT FEE FUND (102)

Account	Amount	Explanation
Beginning Fund Balance	3,969 increase	From 110,788 to 114,757 due to final ending fund balance from FY 21/22

Expenditures

Account ID	Account Description	Amount	Explanation
102-541-00-3100	Professional Services	65,000 decrease	From 65,000 to 0. Traffic study moved to FY23/24 budget.

Account	Amount	Explanation
Ending Fund Balance	68,969 increase	Increase ending fund balance based on budget amendment activity.

STORMWATER FUND (103)

Account	Amount	Explanation
Beginning Fund Balance	692,197 decrease	From 678,228 to (13,969) due to final ending fund balance from FY 21/22

Revenue

Account ID	Account Description	Amount	Explanation
103-331-900	ARPA – Coronavirus Local Fiscal Recovery	26,606 increase	From 0 to 26,606 to record revenue for ARPA expenditures.
103-334-360	State Resiliency Grant	45,000 decrease	From 45,000 to 0 to remove revenue for grant that we will not receive in FY 22/23 for the Vulnerability Assessment.
103-369-908	OC Nav Board Reimbursements	98,125 decrease	From 98,125 to 0 to remove revenue from OC Nav Board as the City did not partner with OC for the Barby Lane project.

Expenditures

Account ID	Account Description	Amount	Explanation
103-541-00-3100	Professional Services	25,000 decrease	From 75,000 to 50,000 – Remove 75,000 for vulnerability study that will not occur in FY 22/23 but add in 50,000 for stormwater utility rate study that wasn't budgeted.
103-541-00-3110	Legal Services	3,000 decrease	From 3,000 to 0 to adjust to projected actuals. No funds have been expended.
103-541-00-3120	Engineering Fees	40,000 increase	From 50,000 to 90,000 to adjust to projected actuals. Spent \$79,015 as of 9/15/2023 with two months left to record.
103-541-00-3430	NPDES	6,500 decrease	From 15,000 to 8,500 to adjust to projected actuals. Spent \$8,210 as of 9/15/2023.
103-541-00-3450	Lake Conservation	15,500 decrease	From 25,000 to 9,500 to adjust to projected actuals. Spent \$8,848 as of 9/15/2023 with one month left to record.

FY 22/23 Budget Amendment #2 Explanations

e.

Expenditures cont.

103-541-00-4600	Repairs & Maintenance	150,000 increase	From 100,000 to 250,000 due to projects not budgeted that we are seeking FEMA reimbursement for totaling \$183,363: Cullen (121,675), Wind Willow (45,328), and St. Moritz (16,360); Add in ARPA expenditure for Barby Lane \$26,607 that offsets with ARPA recorded revenue.
103-541-00-4900	Other Current Charges	500 decrease	From 15,260 to 14,760 to adjust to projected actuals. Spent \$14,760 as of 9/15/2023 with no further expenditures anticipated.
103-541-00-6300	CIP – Capital Improvements	313,125 decrease	From 473,125 to 160,000 – Remove projects funded by ARPA: Seminole/Daetwyler project (25,000), St. Partin PI (25,000), and Barby Lane Upgrade (98,125). Remove LCERA Lake Lot Project (325,000) that will not occur. Add Sol Project (160,000) that was not budgeted.
103-541-00-6319	CIP – Capital Improvements – ARPA	98,125 decrease	From 98,125 to 0 to remove Barby Lane project that we expensed in line 4600 for total cost of 26,607.

Account	Amount	Explanation
Ending Fund Balance	536,966 decrease	From 160,333 to (376,633) based on budget amendment activity.

LAW ENFORCEMENT EDUCATION FUND (104)

Account	Amount	Explanation
Beginning Fund Balance	7,529 increase	From 11,995 to 19,524 due to final ending balance from FY 21/22

Account	Amount	Explanation
Ending Fund Balance	7,529 increase	From 9,495 to 17,024 based on budget amendment activity.

CAPITAL EQUIPMENT REPLACEMENT FUND (301)

Account	Amount	Explanation
Beginning Fund Balance	257 increase	From 19,516 to 19,773 due to final ending fund balance from FY 21/22

Transfers In

Account ID	Account Description	Amount	Explanation
301-381-000	Transfer In From General Fund 001	250,000 decrease	From 250,000 to 0 to eliminate transfer in from General Fund – Fund on hold pending a plan for its use.

Expenditures

Account ID	Account Description	Amount	Explanation
301-541-00-6430	Capital – Public Works Equipment	40,900 decrease	From 50,000 to 9,100. Remove 50,000 budgeted for a Chipper; Add in 9,100 spent on a dump trailer for Public Works.

Account	Amount	Explanation
Ending Fund Balance	208,843 decrease	From 220,016 to 11,173 due to budget amendment activity.

CAPITAL REVENUE NOTE PROJECT FUND (303)

Account	Amount	Explanation
Beginning Fund Balance	11,660 decrease	From 442,101 to 430,441 due to final ending fund balance for FY 21/22

Expenditures

Account ID	Account Description	Amount	Explanation
303-517-00-3100	Professional Services – Fund 303	10,785 increase	From 0 to 10,785 for expenditures incurred in attempt to purchase land (appraisals, surveys, etc.)
303-517-00-61XX	CIP – Land Purchase	442,101 decrease	From 442,101 to 0 to remove budgeted use of bond proceeds for purchase of land.
303-517-00-6300	CIP – Stormwater Projects	419,656 increase	From 0 to 419,656 to budget remaining bond proceeds to be used for stormwater projects. Approved by Council 8/01/2023.

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A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA,
ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE CITY
OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND
ENDING ON SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle City Charter requires that a Five Year Capital Improvements Program be prepared by the City Manager, submitted to the City Council, and a public hearing held; and

WHEREAS, this program has been prepared and submitted to the City Council by the City Manager; and

WHEREAS, the City Council has reviewed the submitted program and held public hearings on September 5, 2023 and September 19, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City of Belle Isle, Florida
of Orange County, Florida, that:

SECTION 1. The City Council hereby approves and adopts the Five Year Capital Improvements Program for the City of Belle Isle, Florida for the fiscal years beginning October 1, 2023 and ending on September 30, 2028, and a copy thereof is attached hereto, and incorporated herein, by reference, as Exhibit "A", the City of Belle Isle Adopted Budget for FY 2023/2024.

SECTION 2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 19th day of September, 2023.

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Nicholas Fouraker, Mayor

Attest:

Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality
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. 23-11 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 _____, 2023.

Yolanda Quiceno, CMC-City Clerk



CITY OF BELLE ISLE, FL
CITY COUNCIL BUDGET WORKSHOP
 Held in City Hall Chambers 1600 Nela Avenue

Tuesday, August 29, 2023 * 6:00 pm

MINUTES

Present was:

Nicholas Fouraker, Mayor
 District 2 Commissioner – Anthony Carugno
 District 3 Commissioner – Karl Shuck
 District 4 Commissioner – Randy Holihan – Via Zoom
 District 5 Commissioner – Beth Lowell
 District 7 Commissioner – Jim Partin

Absent was:

District 1 Commissioner – Ed Gold
 District 6 Commissioner – Stan Smith

1. Call to Order

Mayor Fouraker called the workshop to order at 6:05 pm. The Clerk confirmed the quorum. Also present were Interim City Manager Grimm, Acting Chief Millis, Public Works Director Phil Price, Finance Director Tracey Richardson, and Acting Clerk Heidi Peacock.

Comm Carugno joined the meeting at 6:10 p.m.

2. Invocation and Pledge to Flag

Comm Shuck gave an invocation and led the Pledge to the Flag.

3. Citizen's Comments

Mayor Fouraker called for citizen comments. There being none, he closed citizen comments and opened for Council discussion.

4. Budget Discussion FY 2023-2024

a. Review of Proposed Budget FY 2023-2024

Interim City Manager Grimm presented a current ARPA expenditure summary and reviewed the responses to City Council questions on the FY 23/24 proposed budget at the August 29th workshop.

Comm Partin asked the following for clarification,

Q10: Who prepares and submits the documents to FEMA, and when was the submittal date? CM Grimm said the City Manager is the staff contact for submittals. He noted that he found that the application was submitted after Hurricane Nicole.

Q11: What has caused the negative fund balance this year and greater next year? CM Grimm said the fund is not for massive repairs but mainly maintenance. At some point, the City must establish a different stormwater repair and replacement funding system. Ms. Richardson said all the pipe failures, emergency repairs, and stormwater projects have come out of this fund and are unsustainable. We have a Stormwater Assessment Study underway, which may help update the current assessments and ERUs if needed.

Comm Partin asked for an update on the Sol Project Grant reimbursement. CM Grimm said he met with DEP, and the City will not receive reimbursement since the work was completed before the grant approval. They will send the City a letter stating the reasons behind the denial of the total cost of \$196,000. Mayor Fouraker said that by the next Council meeting, he would like to understand how that process works if the Council was not part of the approval.

Comm Carugno stated that funds budgeted for the move of the Police Department and Boat Dock may be better utilized for Stormwater projects.

b. Police Department Pay Plan 2023-2026

CM Grimm presented a memo from the Police Advisory Board supporting several factors pertinent to evaluating the proposed 15% salary increase and its merits. He also provided the current Police Pay Plan 23/26 for Council review and discussion at the September 5th and 19th meetings. A budget amendment will follow with approval of the Police Pay Plan.

Comm Holihan asked if 20% is normal for a contribution for 401K. CM Grimm stated that the State retirement average is 23-27% for most sworn officers.

c. Budget Calendar

CM Grimm provided a copy of the budget calendar for reference. He stated that the First Budget Hearing will be on September 5 and Adoption on September 19.

5. Adjournment

There being no further business, Mayor Fouraker closed the Budget workshop at 6:29 pm.



CITY OF BELLE ISLE, FL
CITY COUNCIL SPECIAL CALLED SESSION
Held in City Hall Chambers 1600 Nela Avenue

Tuesday, August 29, 2023 * 6:30 pm

MINUTES

Present was:

Nicholas Fouraker, Mayor
District 1 Commissioner – Ed Gold
District 2 Commissioner – Anthony Carugno
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Randy Holihan
District 5 Commissioner – Beth Lowell
District 7 Commissioner – Jim Partin

Absent was:

District 6 Commissioner – Stan Smith

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:29 pm, and the Clerk confirmed the quorum.

Also present were Interim City Manager Grimm, Attorney Langley, Acting Chief Millis, Public Works Director Phil Price, Clerk Heidi Peacock, and Colin Baenziger-via Zoom.

2. Citizen's Comments

Mayor Fouraker called for citizen comments.

There being none, he closed citizen comments and opened for Council discussion.

3. New Business

a. Discussion and Selection of Top 5 City Manager Finalists: Poll Summary Spreadsheet

Colin Baenziger spoke on the process for selection of the top 5- candidates. If the Council chooses to interview the two prior candidates (Rooney and Rudometkin), they should be included in the tally; however, it is unnecessary. He recommended that the Council mark their sheets and submit their tally to the Clerk to announce the votes.

Mayor Fouraker called for a Motion to approve the same policy used at the First Round of Candidates providing reasonable travel expenses.

Comm Lowell moved to approve the motion.

Comm Holihan seconded the motion, which passed 5:1 with Comm Carugno, nay.

Council Member	Fouraker	Carugno	Gold	Holihan	Lowell	Shuck	Smith	Partin	Total
Candidate									
Andrew Clark	X		X		X			X	4
David Johnson				X					1
David Williams		X			X	X	X		4
Don King	X	X	X		X	X	X	X	7
James Gleason		X		X					2
Mark Rooney	X	X	X			X			4
Matthew Coppler	X			X	X	X	X	X	6
Paul Carlisle	X	X	X	X	X		X	X	7
Rick Rudometkin			X	X	X	X	X	X	6

Mr. Baenziger stated there is a good chance that someone may drop off, and it may be advisable to interview all seven candidates or select alternates. After the Council discussion on the selection process, the consensus was to interview all seven candidates.

Approval of the Candidate Meet and Greet - September 8 and Individual Interviews September 9

Council discussed approval of reception, interview, and special called session.

Comm Holihan moved to approve the schedule as follows,

- **Friday, Sept 8th – Meet & Greet Reception**
- **Saturday, September 9th – Individual Candidate Interviews**
- **Wednesday, September 13th – A Special Called Session - Final City Manager Selection**

Comm Lowell seconded the motion, which passed unanimously 6:0.

Other Business

CM Grimm presented the following Emergency Ordinance for consideration in preparation for Hurricane Idalia.

EMERGENCY ORDINANCE NO. 23-06 - AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, DECLARING A STATE OF EMERGENCY WITHIN THE CITY OF BELLE ISLE WITH THE DECLARATION OF EMERGENCY BY THE GOVERNOR; ADOPTING EMERGENCY REGULATIONS TO ADDRESS PREPARATION FOR AND THE AFTERMATH OF HURRICANE IDALIA; PROVIDING FOR NON-CODIFICATION, SEVERABILITY, AN EFFECTIVE DATE AND SEVEN DAYS EXPIRATION UNLESS TERMINATED EARLIER OR EXTENDED FURTHER.

CM Grimm read Emergency Ordinance 23-06 by Title.

Comm Holihan moved to adopt Emergency Ordinance 23-06.

Comm Lowell seconded the motion, which passed unanimously 6:0.

CM opened a discussion for an extension of the Hurricane Clean-up contract with Pete Madison. The Council consensus was to review the original agreement and subsequent renewals at the following Council meeting.

4. Adjournment

With no further business, Mayor Fouraker called for a motion to adjourn.

The motion passed unanimously at 7:10 pm.



CITY OF BELLE ISLE, FL
CITY COUNCIL SPECIAL CALLED SESSION
Held in City Hall Chambers 1600 Nela Avenue

Tuesday, September 13, 2023 * 6:30 pm

MINUTES

Present was:

Nicholas Fouraker, Mayor
District 1 Commissioner – Ed Gold
District 2 Commissioner – Anthony Carugno
District 4 Commissioner – Randy Holihan
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Stan Smith
District 7 Commissioner – Jim Partin

Absent was:

District 3 Commissioner – Karl Shuck

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed the quorum. Also present were Interim City Manager Grimm, Attorney Mai, Public Works Director Phil Price, City Clerk Yolanda Quiceno, and Consultant Colin Baenziger.

2. Invocation and Pledge to the Flag

Comm Lowell gave the invocation and led the Pledge to the flag.

3. Citizen's Comments

Mayor Fouraker called for citizen comments. There being none, he closed citizen comments and opened for Council discussion.

3. New Business

a. Discussion and Selection of new City Manager: Poll Summary Spreadsheet

The Mayor opened for Council discussion.

Colin Baenziger spoke on the process for the selection of a new City Manager. Mr. Colin provided each Commissioner with two tally sheets. The first straw preference poll included the Council's two top choices out of the seven candidates.

Comm Gold said he would like to recommend selecting three candidates for consideration. After discussion, the Council consensus was to stay with the process recommended by Mr. Baenziger and choose two candidates.

Mr. Baenziger read the selections, and the City Clerk counted as follows,

Council Member	Carugno	Gold	Holihan	Lowell	Shuck	Smith	Partin	Total
Candidate								
Andrew Clark		X						1
David Johnson								
David Williams								
Don King	X					X		2
James Gleason								
Mark Rooney								
Matthew Coppler								
Paul Carlisle	X	X	X	X	X		X	6
Rick Rudometkin			X	X	X	X	X	5

After a brief Council discussion, Mr. Baenziger read the results of the final straw poll, and the City Clerk counted as follows,

Council Member	Carugno	Gold	Holihan	Lowell	Shuck	Smith	Partin	Total
Candidate								
Paul Carlisle	X	X	X	X				4
Rick Rudometkin					-	X	X	2

Mayor Fouraker called for a motion to appoint the next City Manager.

Comm Gold moved to direct the City Attorney, Colin Baenziger, and the Mayor to draft and negotiate a contract for Council approval and appoint Paul Carlisle subject to contract negotiations.

Comm Carugno seconded the motion, which passed unanimously upon roll call 6:0.

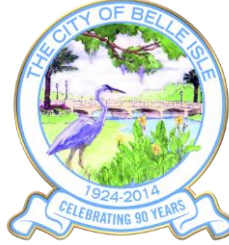
4. Adjournment

With no further business, Mayor Fouraker called for a motion to adjourn.

The motion passed unanimously at 7:00 pm.

Office of the Mayor

CITY OF BELLE ISLE



Proclamation

90th Birthday Celebration

WHEREAS, Dale Friday Robinson is celebrating his 90th birthday (August 24, 1933); and

WHEREAS, he was born in Dallas, North Carolina, and moved to Florida in 1960; and

WHEREAS, he came to Belle Isle in 1965, where he lived on Lake Street and then he moved to his permanent residence in the neighborhood Lake Conway East on Cove Drive on June 1st, 1968, now 55 years; and

WHEREAS, he was married to Carolyn for 55 years and is VERY blessed with a daughter, Lyrae; and

WHEREAS, he was very active at his church, Resurrection Lutheran; and

WHEREAS, in his career, he worked for Son Electric Corporation (SEC) as a salesperson for automobile diagnostic equipment, and regional manager for over 15 years. While working for SEC, he became a race car tune-up specialist at Daytona Speedway in the very early days of Nascar for over a decade; and

WHEREAS, he managed his own small business selling automotive test equipment for over 20 years. He also spent more than 30 years working for Plymouth, where he was responsible for the national troubleshooting contest with youth mechanics; and

WHEREAS, Dale Robinson is the neighbor who could fix anything, for anyone at any time.

WHEREAS, Dale is a sweet, kind friend, and neighbor to all and he shares a great love for family. He has an unforgettable Southern charm complimented by his overalls and warm genuine smile.

NOW, THEREFORE, I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby proclaim August 24th as

Dale Robinson Day

in the City of Belle Isle as his long life inspires us and his dedication to family and community.

Attest _____
Yolanda Quiceno, City Clerk

Mayor, Nicholas Fouraker

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

Meeting Date: September 5, 2023

To: Honorable Mayor and City Council Members

From: Chief Grimm, Interim City Manager

Subject: Wallace Field Use Agreement – Updated (Use of Property)

Background: In 2020, an agreement was executed between the City and Cornerstone Charter Academy (CCA) for developing and using the property known as Wallace Field. That agreement expired during the time of the site plan approval process. The Site Plan was approved with conditions by the Planning and Zoning Board and subsequently upheld by the City Council during an appeal process.

On September 5th, the Council discussed changes to the hours of operation/use of the field. Changes were addressed in Section 3. Use of Property (a) Use Restrictions for consideration. CCA is ready to complete permitting once the City Council approves the Use Agreement.

Staff Recommendation:

April Fisher, City Planning Consultant, to provide an overview and next steps.

Suggested Motion: Approve the Use Agreement as presented.

Alternatives:

- Do not approve the Use Agreement
- Approve the Use Agreement with the following changes.

Fiscal Impact: Not determined at this time

Attachments: Use Agreement – Clean Copy and Redlined Copy

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

THIS AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD (the "Agreement") is made this ____ day of ____, 2023 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 Cornerstone Charter Academy, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is ~~5903 Randolph Avenue~~ 906 Waltham 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 Open Space (OS) 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. Pursuant to consultation with City staff CCA shall, at its expense, prepared a professionally drawn site plan for the Property which site plan was reviewed and approved with conditions by the City Planning and Zoning Board, and finally approved, following appeal, by City Council, subject to conditions on May 4, 2021. The approved Site Plan is attached hereto as Exhibit A and incorporated to this Agreement by reference, 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.

(a)

(b) *Improvements to Property.* ~~On or before July 15, 2020, or a date mutually agreed to by the parties~~ CCA shall will construct and make all of the improvements on the Property according to the approved Site Plan and applicable permitting requirements. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. The City will timely review and process permitting applications pursuant to applicable City code requirements. Additional construction and improvements may not be performed absent written consent by the City.

(c)

~~(d)~~ *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 reasonable 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. For so long as CCA has use of the Property pursuant to this Agreement, and except as provided by paragraph 3 (b) of this Agreement, CCA will maintain and repair the artificial turf field, all structures, parking areas, walking paths, signage and fences on the Property in good and clean condition.

~~(e)(d)~~ *Maintenance by City Access to Property.* ~~Except for the responsibilities assigned to CCA under subparagraph 2(e) 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. City staff or police department will be responsible for opening and closing main entry gates to the Property to allow use of the park area by the general public during park hours. CCA staff will have keys for all structures and gates on the Property.~~

(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)

(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 will~~ have exclusive use of the Property for use of its athletic programs between the hours of 2 p.m. and 6

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~~p.m. each weekday (Monday through Friday), and other uses on the Property and such other times as may be approved by the City in the City's sole discretion. In addition, while construction of CCA campus expansion project is ongoing, CCA will have exclusive use the Property between the hours of 8 a.m and 6 p.m. each weekday (Monday through Friday.) 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 CCA, may close the Property for maintenance, or repair or other reasons in the City's discretion purposes and shall will 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 in 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, ~~as authorized by paragraph 3(a),~~ the Property ~~shall will~~ 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, CCA staff, teacher or student parking shall only be allowed on CCA property, and shall will 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.

(e)

4. Insurance and Indemnification

4.

(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.

(a)

(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

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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.

(e)

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 will~~ 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.

(d)

6. General Provisions

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(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 of 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.

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(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.

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

CITY OF BELLE ISLE

Nicholas Fouraker Mayor

Attest:

Yolanda Quiceno, City Clerk

Date: _____

CORNERSTONE CHARTER ACADEMY,
INC.

By: _____
William S. Brooks
Its: President/Chairman

Date: _____

2

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

THIS AGREEMENT FOR NON-EXCLUSIYE USE OF WALLACE FIELD (the "Agreement") is made this ____ day of ____, 2023 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 Cornerstone Charter Academy, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is 906 Waltham 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 Open Space (OS) 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.* Pursuant to consultation with City staff CCA at its expense, prepared a professionally drawn site plan for the Property which site plan was reviewed and approved with conditions by the City Planning and Zoning Board, and finally approved, following appeal, by City Council, subject to conditions on May 4, 2021. The approved Site Plan is attached hereto as Exhibit A and incorporated to this Agreement by reference.

(b) *Improvements to Property.* CCA will construct and make all of the improvements on the Property according to the approved Site Plan and applicable permitting requirements. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. The City will timely review and process permitting applications pursuant to applicable City code requirements. 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. 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 reasonable satisfaction of the City. 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. For so long as CCA has use of the Property pursuant to this Agreement, and except as provided by paragraph 3 (b) of this Agreement, CCA will maintain and repair the artificial turf field, all structures, parking areas, walking paths, signage and fences on the Property in good and clean condition.

(d) *Access to Property.* City staff or police department will be responsible for opening and closing main entry gates to the Property to allow use of the park area by the general public during park hours. CCA staff will have keys for all structures and gates on the Property.

(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 will have exclusive use of the Property for use of its athletic programs between the hours of 2 p.m. and 6 p.m. each weekday (Monday through Friday) and such other times as may be approved by the City in the City's sole discretion. In addition, while construction of CCA campus expansion project is ongoing, CCA will have exclusive use the Property between the hours of 8 a.m and 6 p.m. each weekday (Monday through Friday.) CCA may close the Property for maintenance or repair purposes and will provide at least one day's notice of closure of the Property. Further, the City may close the Property in 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, as authorized by paragraph 3(a), the Property will 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.* Except CCA vehicles necessary to transport equipment to and from the Property or to otherwise maintain the Property, CCA staff, teacher or student parking will not be allowed on the Property or abutting public right-of-way, absent written permission by the City

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 and 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 will 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.

(l) *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

Nicholas Fouraker Mayor

Attest:

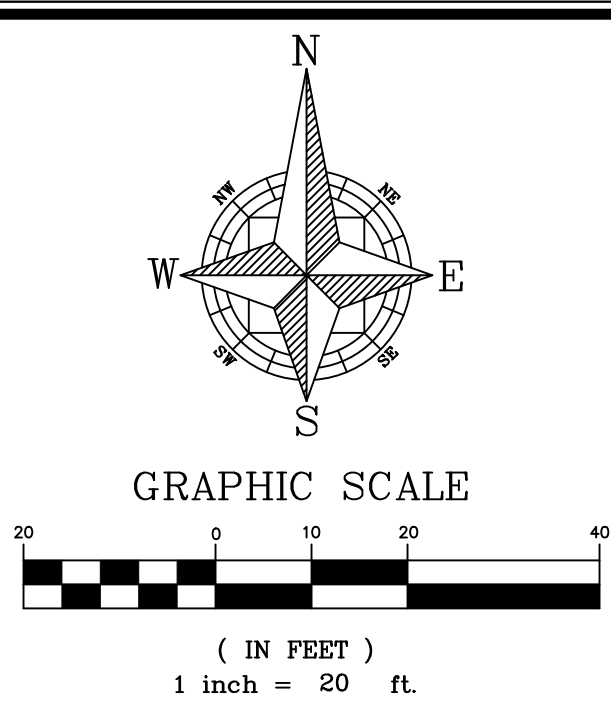
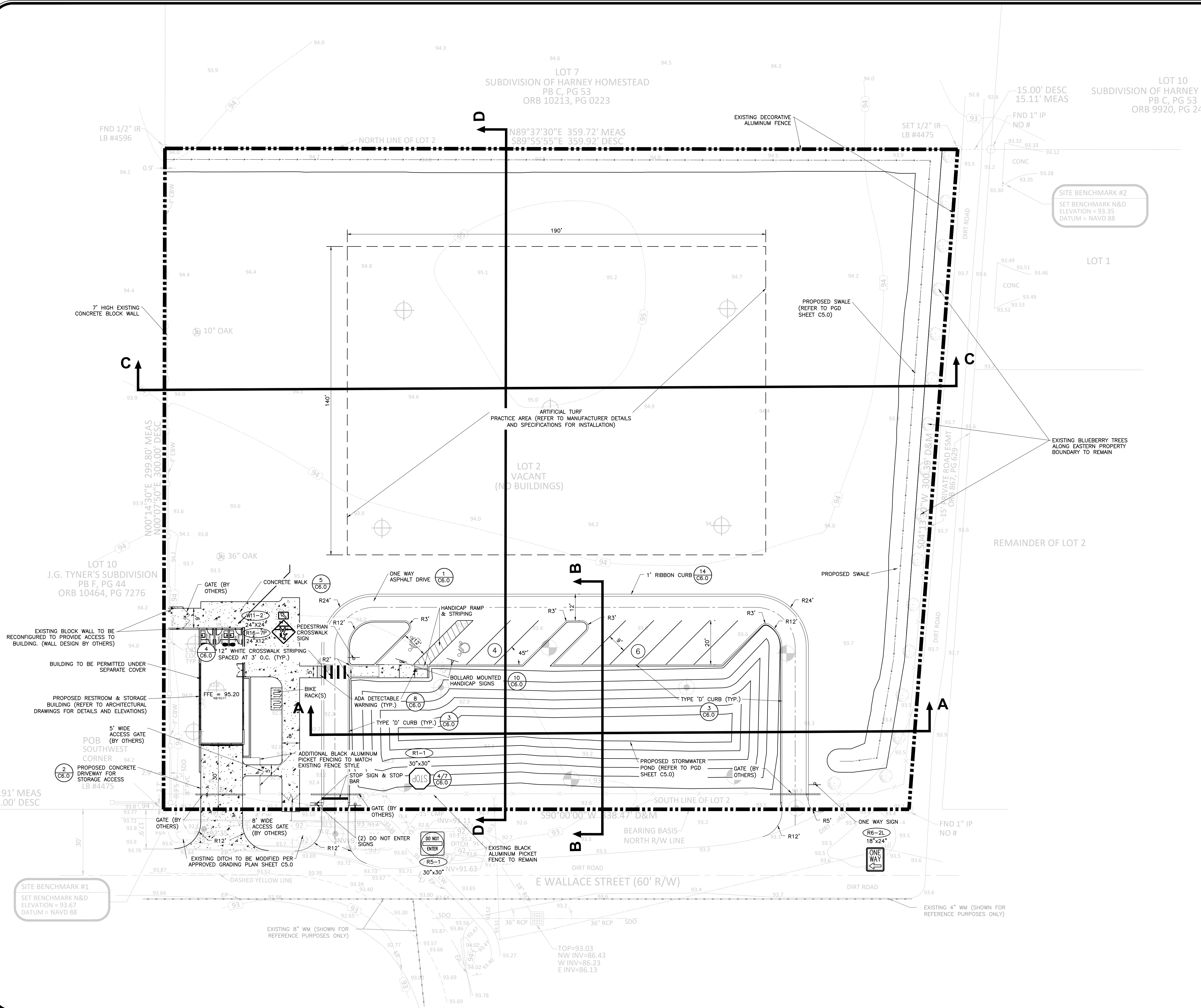
Yolanda Quiceno, City Clerk

Date: _____

CORNERSTONE CHARTER ACADEMY,
INC.

By: _____
William S. Brooks
Its: President/Chairman

Date: _____



LEGEND
--- PROPERTY BOUNDARY

SITE DATA:	
OCPA-PARCEL ID #:	24-23-29-8977-00-021
PROPERTY ADDRESS:	E. WALLACE STREET ORLANDO, FL 32809
TOTAL PROPERTY AREA:	2.41 Ac
EXISTING FUTURE LAND USE:	LDR
PROPOSED FUTURE LAND USE:	LDR
EXISTING ZONING:	R-1-AA
PROPOSED ZONING:	R-1-AA
REQUIRED BUILDING SETBACKS:	
FRONT	30'
REAR	35'
SIDE	7.5'
PROPOSED BUILDING SETBACKS:	
FRONT	30'
REAR	35'
SIDE	7.5'
PARKING SPACES PROVIDED:	
REGULAR SPACES	8
ADA ACCESSIBLE SPACES	2
TOTAL PARKING SPACES	10

- NOTES:
- ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED
 - FENCING PERMIT(S) TO BE SUBMITTED SEPARATELY FROM THESE SITE PLANS (BY OTHERS)
 - BUILDING PERMIT(S) TO BE SUBMITTED SEPARATELY FROM THESE SITE PLANS (BY OTHERS)
 - ALL COMMON AREAS, POND EMBANKMENTS AND POND BOTTOMS SHALL BE SODDED (MUCK FREE SOD) UNLESS OTHERWISE NOTED ON THE APPROVED LANDSCAPE PLANS OR SITE SPECIFIC GEOTECHNICAL REPORT.
 - ALL DISTURBED AREAS OUTSIDE THE LIMITS OF PROPOSED CIVIL IMPROVEMENTS INCLUDING ANY STOCKPILING/STORAGE AREAS OR LAYDOWN YARDS SHALL BE RESTORED TO THEIR ORIGINAL CONDITIONS AT THE CONTRACTORS EXPENSE
 - IMPROVEMENTS TO BE CONSTRUCTED PER APPLICABLE DETAILS ON SHEET C6.0 OR WITHIN THESE CONSTRUCTION PLANS

CIVIL ENGINEERING I LAND PLANNING		APPIAN ENGINEERING LLC.	
APPIANFL.COM • 407.960.5868		2221 Las Roca, Suite 27, Winter Park, Florida, 32789	
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 1212			
REV.	DATE	DESCRIPTION	
1	2021-12-20	OCC WATER ENGINEERING COMMENTS DATED 02/21/2023	
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CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: September 19, 2023

To: Honorable Mayor and City Council Members

From: Chief Grimm, Interim City Manager

Subject: Adopting Police Salary Plan FY 2023-2026

Background:

In June 2016, the City completed a compensation study that supported the creation of a Police Pay Plan for presentation to the City Council. The Plan is comparable to other departments in Central Florida, and the Budget Committee recommended that the City Council adopt it.

In 2017, there was a position in the BIPD for the rank of Lieutenant. The position was never filled and therefore eliminated from the Department. In 2022, this position was added by Resolution 22-21 – FY 2020-2023.

The Police Pay Plan is up for renewal for FY 2023-2026 and the Police Advisory Board and the Budget Committee unanimously recommended as presented.

Staff Recommendation: Approve Resolution 23-15 - Police Pay Plan FY 2023-2026.

Suggested Motion: I move that we approve Resolution 23-15 adopting the Police Pay Plan FY 2023-2026, as recommended by the Budget Committee.

Alternatives: -Do not approve.
-Approve with changes.

Fiscal Impact: Approximately 15% of police personnel cost

Attachments: Police Salary Plan

Belle Isle Police Department Salary Adjustment and Agreement

July 17, 2023

ARTICLE 1

PENSION PLAN

1. The City will contribute 20% of the employee's salary to a 401(a) held by the Florida League of Cities.
2. Employees may also opt to contribute to a personal 457(b) account managed by the Florida League of Cities, but the city does not contribute to this plan.

ARTICLE 2

WORKING OUT OF CLASSIFICATION

An employee assigned by the Chief or their designee to accept the responsibilities and duties incident to a position senior to that of their regular grade and who is expected to exercise the authority and responsibility of the position shall be paid at the rate of 10% higher than their current position. This position shall be held for a minimum of five (5) consecutive working days and will be retroactively paid to the first day of assignment after the fifth day.

ARTICLE 3

WORKWEEK & WORK SHIFT

1. The payroll workweek shall begin at 0001 hours Thursday and end at 2400 hours Wednesday. The work cycle shall be a twenty-eight (28) day work period under the FLSA 7(K) exemption. Employees assigned to ten-and-a-half (10.5) hour shifts shall be scheduled to work forty (42) hours per seven (7) day week. Officers assigned to work twelve (12) hour shifts shall be scheduled to work eighty-four (84) hours per a fourteen (14) day pay period.
2. Employees are permitted a 15-minute paid rest break for each four-hour work period. Breaks are not permitted at either the beginning or end of the workday to offset arrival and departure times. Employees who voluntarily work through rest breaks will not be paid additional compensation.
3. Employees who work eight or more hours a day may take a paid meal break of 30 minutes. Meal breaks are counted toward hours worked. Employees are only partially relieved from duty during their meal break.

Article 4

OVERTIME

1. Employees working more than 86 hours in a pay period shall be paid at the overtime rate of 1.5 times their regular hourly rate. Paid Time Off (PTO) will not be counted in the 86 hours worked.

Article 5

EXTRA TIME PROVISIONS

1. Employees will be paid at least three (3) hours of “Call Back” time when asked to return to work outside a regular shift. Time of work begins upon notice to report.
2. Employees required to attend department business outside their regular shift hours will be compensated for their actual time but at least two (2) hours of straight pay. Business immediately appended to the employee’s regular shift shall not be subject to the minimum two (2) hours.
3. Employees ordered to attend meetings outside of regular working hours shall be compensated for actual hours worked.
4. If a paid holiday falls on an employee’s regularly scheduled day off, the employee will be compensated for an additional shift at regular straight-time pay. If an employee must work on a holiday (other than Floating Holidays), the employee will be paid for hours worked plus an additional shift at time-and-a-half. The number of hours for the additional pay shift will be determined by the employee’s usually scheduled shift, i.e., 8-hour, 10.5-hour, and 12-hour shifts.

Article 6

COURT TIME

1. Officers are required to appear in court during their off-duty hours on behalf of the City and, as a result of exercising their lawful authority, will receive the equivalent of no less than three (3) hours of straight pay. The three (3) hour minimum shall not apply when the court appearance is scheduled to begin within one hour of the start or end of the employee’s shift. In such circumstances, the employee’s shift will be extended, and the employee will be paid for the hours worked. If an employee is required to appear in court

two or more times on the same date, an employee may only receive one “three-hour minimum” if the proceedings are conducted within the same three-hour period. If the court appearances begin within the same three-hour period, the employee will be granted pay for those hours, or portions thereof, that exceed the original three-hour allocation. Employees may receive an additional three-hour minimum pay only when the court appearances are scheduled to begin outside the “three-hour minimum” period.

2. Virtual court will receive the equivalent of at least one (1) hour of straight pay or paid for hours worked.

3. Employees shall be permitted to keep any subpoena fees legally due to them.

ARTICLE 7

EDUCATIONAL REIMBURSEMENT

1. Employees are encouraged to attend institutions of higher learning. College employees may be allowed to attend classes in a paid status by using PTO or adjusting work hours, workload permitting, and with a supervisor’s approval.
2. Reimbursement for educational expenses will be per all provisions of the City’s Policy and Procedures. The maximum reimbursement shall be one thousand eight hundred (\$1,800.00) dollars per person annually.
3. Employees seeking educational reimbursement must be enrolled in courses related to law enforcement.
4. Reimbursement will only be granted based on the following scale:
 - 80-100% – 100%

- 70-79% (Pass/Fail Grade is considered 70%)– 75%
- Below 70% (or Incomplete) – 0%

ARTICLE 8

PAY PLAN

The Belle Isle Police Department shall define “good standing” as no more than two (2) separate Internal Investigations leading to sustained disciplinary findings or any demotion within the past twelve months.

Officer

1. From the effective date of this Agreement, Officers in good standing will advance within Officer Grades 1-13 as outlined in the chart below on their hire date. Officers hired with previous experience will start at the following grades: two (2) to five (5) years of experience - Grade 2; six (6) to ten plus (10) years of experience - Grade 3. Experienced Officers starting salary within Grades two (2) or three (3) will advance within Grades as outlined in the chart below on their date of hire.

<u>Annual PayScale Effective 10/01/2023</u>	
<u>Grade</u>	<u>Salary</u>
<u>1</u>	<u>\$ 50,742.93</u>
<u>2</u>	<u>\$ 54,294.94</u>
<u>3</u>	<u>\$ 57,986.99</u>
<u>4</u>	<u>\$ 60,248.49</u>
<u>5</u>	<u>\$ 62,658.43</u>

<u>6</u>	<u>\$ 65,164.76</u>
<u>7</u>	<u>\$ 67,771.35</u>
<u>8</u>	<u>\$ 70,482.21</u>
<u>9</u>	<u>\$ 73,301.49</u>
<u>10</u>	<u>\$ 76,233.56</u>
<u>11</u>	<u>\$ 79,282.90</u>
<u>12</u>	<u>\$ 82,454.22</u>
<u>13</u>	<u>\$ 85,752.38</u>

Corporal

2. From the effective date of this Agreement, Corporals in good standing will advance within Corporal Grades 1-13 as outlined in the chart below on their hire date.

<u>Annual PayScale Effective 10/01/2023</u>	
<u>Grade</u>	<u>Salary</u>
<u>1</u>	<u>\$ 52,772.65</u>
<u>2</u>	<u>\$ 56,466.74</u>
<u>3</u>	<u>\$ 60,306.47</u>
<u>4</u>	<u>\$ 62,658.43</u>
<u>5</u>	<u>\$ 65,164.76</u>
<u>6</u>	<u>\$ 67,771.35</u>
<u>7</u>	<u>\$ 70,482.21</u>
<u>8</u>	<u>\$ 73,301.49</u>

<u>9</u>	\$ <u>76,233.56</u>
<u>10</u>	\$ <u>79,282.90</u>
<u>11</u>	\$ <u>82,454.22</u>
<u>12</u>	\$ <u>85,752.38</u>
<u>13</u>	\$ <u>89,182.48</u>

** If promoted to Sergeant, the salary will hold until the next step above the current salary is achieved**

Sergeant

3. From the effective date of this Agreement, Sergeants in good standing will advance within Sergeant Grades 1-8 as outlined in the chart below on their date of rank.

<u>Annual PayScale Effective 10/01/2023</u>	
<u>Grade</u>	<u>Salary</u>
<u>1</u>	\$ <u>80,078.59</u>
<u>2</u>	\$ <u>83,281.74</u>
<u>3</u>	\$ <u>86,673.00</u>
<u>4</u>	\$ <u>90,077.52</u>
<u>5</u>	\$ <u>93,680.63</u>
<u>6</u>	\$ <u>97,427.86</u>
<u>7</u>	\$ <u>101,324.98</u>
<u>8</u>	\$ <u>105,377.98</u>

** If promoted to Lieutenant, the salary will hold until the next step above the current salary is achieved**

Lieutenant

4. From the effective date of this Agreement, a Lieutenant in good standing will advance within Lieutenant Grades 1-5 as outlined in the chart below on their date of rank.

<u>Annual PayScale Effective 10/01/2023</u>	
<u>Grade</u>	<u>Salary</u>
<u>1</u>	<u>\$ 99,410.57</u>
<u>2</u>	<u>\$ 103,387.00</u>
<u>3</u>	<u>\$ 107,522.48</u>
<u>4</u>	<u>\$ 111,823.38</u>
<u>5</u>	<u>\$ 116,296.31</u>

5. Field Training Officers (FTO) shall be compensated at forty dollars (\$40.00) per day for each day they perform the duties of a Field Training Officer.
6. It is agreed that the Criminal Justice Standards Training Center educational incentive monies shall be paid monthly in one (1) biweekly payment and shall be received on or before the first of each month.
7. Officers permanently assigned to Special Operations (Criminal Investigations, Traffic/Marine, and SRO) will receive \$25.00 bi-weekly, and Sergeants shall receive \$30.00 bi-weekly.

- 8. Date of rank or date of hire adjustments that fall within the first seven (7) days of the pay period will be effective from the beginning. If the date falls within the 8th to 14th day, the adjustment will become effective at the beginning of the next pay period.
- 9. Employees who meet approved Bi-lingual Certification standards will be compensated at the rate of \$25.00 bi-weekly.
- 10. Employees working the midnight shift (1800 to 0600) are entitled to a \$12.00 (\$1 per hour) supplement per shift worked in a pay period.
- 11. All employees will receive an annual shoe allowance of \$165.00, payable in the second paycheck of October each year.

ARTICLE 9

LONGEVITY

- 1. Employees with five or more years of service will be paid longevity pay based on years of service. Longevity pay will be distributed annually during the first pay period in October. Effective October 1, 2023, the following longevity schedule will be used.

Years of Service	Amount Per Year
5 to less than 10 years	<u>\$750.00</u>
10 to less than 15 years	<u>\$1,000.00</u>
15 to less than 20 years	<u>\$1,250.00</u>
20 to less than 22 years	<u>\$1,500.00</u>
22 years or more	<u>\$2,000.00</u>

ARTICLE 10

PERSONAL LEAVE

<u>Length of Service</u>	<u>Maximum Accrual Hours</u>		<u>Maximum Pay-Out</u>	
	<u>Non-Exempt</u>	<u>Exempt</u>	<u>Non-Exempt</u>	<u>Exempt</u>
<u>Under 5 years</u>	<u>350</u>	<u>400</u>	<u>300</u>	<u>350</u>
<u>5 years and Under 10 years</u>	<u>450</u>	<u>500</u>	<u>400</u>	<u>450</u>
<u>10 years+</u>	<u>550</u>	<u>600</u>	<u>500</u>	<u>550</u>

ARTICLE 11

DURATION

Upon approval by the Belle Isle City Council, this Agreement shall take effect on October 1, 2023. It shall continue in full force and effect until September 30, 2026. At that time, the City Manager and the Police Department will review the pay plan for the appropriate Cost of Living adjustments.

ARTICLE 12

RULES

All employees covered by this Agreement shall also be covered by the City of Belle Isle Personnel Policy, as amended occasionally. It is expressly agreed and understood that

this Agreement should supersede all inconsistent provisions of the City of Belle Isle
Personnel Policy.

RESOLUTION NO. 23-15**A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, ADOPTING THE POLICE PAY PLAN FOR FY 2023-2026 AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, in March 2020, the City Council adopted the Police Pay Plan for the Belle Isle Police Department for Officers up to the rank of Deputy Chief; and

WHEREAS, Section 4.09 of the Belle Isle Charter allows the City Manager to establish personnel policies subject to approval by the city council by Resolution; and

WHEREAS, the City Council of the City of Belle Isle, Florida, has determined it to be in the best interest of the citizens of Belle Isle to revise the City of Belle Isle Police Pay Plan for the continued improvement of the quality of life of its citizens.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BELLE ISLE:

SECTION 1. *Recitals.* The foregoing recitals are incorporated herein (Attachment A) and found by the City Council to be true and correct statements as to the legislative findings of the City Council.

SECTION 2. *Severability.* If any section, subsection, sentence, clause, or phrase of this Resolution is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding will not affect the validity of the remaining portions of this Resolution.

SECTION 4. *Effective Date.* This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE THIS _____ DAY OF _____, 2023.

CITY OF BELLE ISLE

Mayor Nicholas Fouraker

ATTEST:

YOLANDA QUICENO, CITY CLERK

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APPROVED AS TO FORM AND LEGALITY
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing
Resolution 23-15 was duly and legally passed and adopted by the Belle Isle City Council in session
assembled, at which session a quorum of its members was present on the ____ day of _____ 2023.

Yolanda Quiceno, City Clerk

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WHEREAS, the effective date of this resolution shall be October 1, 2023

and City non-elective employer contributions shall be 20% for sworn law

enforcement employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA
HEREBY RESOLVES:

SECTION 1. The City Council of the City of Belle Isle, in its capacity
as the Trustee of the Retirement Plan and Trust for the employees of Belle
Isle hereby approves the changes as set forth below, with additions to the
Plan and Trust indicated by underlining (underlining) and deletions by strike
through (~~stricken through~~).

PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may make Non-elective Contributions and/or Matching
Contributions as specified below. Non-elective Contributions and Matching
Contributions that are tied to Payroll Periods (as defined in this Adoption
Agreement) must be remitted to the Plan Administrator no later than 15
business days after the Payroll Period. Annual Contributions must be
remitted to the Plan Administrator no later than 15 business days after the
end of the Plan Year. A Participating Employer may establish different
classes of Employees for contribution purposes in this Adoption Agreement.
The Participating Employer hereby elects to make Contributions as follows
(choose one or both as applicable):

X Non-elective Contributions - Participating Employer Non-elective
Contributions will be made on the following basis (must specify):

16% employer contribution for civilian general employees

~~18.5% employer contribution for law enforcement employees~~

20% employer contribution for sworn law enforcement employees

SECTION 2. The City Council hereby empowers the City Manager of the City of Belle Isle with the authority to execute such documents and agreements as are required to effectuate this amendment of the Plan.

SECTION 3. All Resolutions or parts of Resolutions, in conflict with this Resolution are hereby repealed.

SECTION 4. This resolution shall be effective October 1, 2023.

DULY ADOPTED at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 19th day of September, 2023.

Attest: _____ Nicholas Fouraker, Mayor
Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality
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. 23-12 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 _____, 2023.

Yolanda Quiceno, CMC-City Clerk

RESOLUTION NO. 23-14

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 22-27, the City of Belle Isle adopted the budget for the fiscal year 2022-2023; and

WHEREAS, the City of Belle Isle has determined that the Budget for FY 2022-2023 should be amended; and

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

Now, therefore, the City Council of the City of Belle Isle, Florida, hereby resolves:

Section 1. The City of Belle Isle, Florida's budget for fiscal year 2022-2023 is hereby amended by Attachment "A". The Attachment is hereby incorporated into this Resolution by reference thereto.

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

Adopted by the City Council on this 19th day of September 2023.

NICHOLAS FOURAKER, MAYOR

Attest: _____
Yolanda Quiceno, CMC-City Clerk

1 _____
2 Approved as to form and legality

3 City Attorney
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5 STATE OF FLORIDA

6 COUNTY OF ORANGE

7 I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do
8 hereby certify that the above and foregoing Resolution No. 23-14 was duly and
9 legally passed and adopted by the Belle Isle City Council in session
10 assembled, at which session a quorum of its members was present on the
11 _____ day of September 2023.

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13 _____
14 Yolanda Quiceno, CMC-City Clerk
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ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
GENERAL FUND						
BEGINNING FUND BALANCE		3,185,000	-	838,928	4,023,928	(A)
REVENUES						
001-311-100	AD VALOREM TAX	4,005,622	-	-	4,005,622	
001-312-410	LOCAL OPTION GAS TAX	237,101	-	(22,101)	215,000	(C)
001-314-800	UTILITY SERVICE TAX - PROPANE	5,500	-	-	5,500	
001-315-000	COMMUNICATIONS SERVICES TAXES	190,000	-	25,000	215,000	(C)
001-316-000	BUSINESS TAX LICENSES	12,000	-	-	12,000	
001-322-000	BUILDING PERMITS	175,000	-	-	175,000	
001-323-100	FRANCHISE FEE - ELECTRICITY	260,000	-	45,000	305,000	(C)
001-323-700	FRANCHISE FEE - SOLID WASTE	60,000	-	35,000	95,000	(C)
001-329-000	ZONING FEES	30,000	-	-	30,000	
001-329-100	PERMITS - GARAGE SALE	200	-	-	200	
001-329-130	BOAT RAMPS - DECAL AND REG	1,800	-	-	1,800	
001-329-900	TREE REMOVAL	0	-	-	-	
001-331-100	FEMA REIMBURSEMENT - FEDERAL	0	-	-	-	
001-331-110	FEMA REIMBURSEMENT - STATE	0	-	-	-	
001-331-120	FDOT REIMBURSEMENT	0	-	-	-	
001-331-900	ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY	1,813,090	-	(1,276,135)	536,955	(H)
001-334-201	FDOT UNF HIGH VISIBILITY ENFORCEMENT	0	-	-	-	
001-334-396	OJP BULLETPROOF VEST GRANT	0	-	-	-	
001-334-560	FDLE JAG GRANT	0	-	-	-	
001-334-565	FDLE CESF/CERF FUNDING	0	-	-	-	
001-335-120	STATE SHARED REVENUE	372,724	-	57,276	430,000	(C)
001-335-150	ALCOHOLIC BEVERAGE LICENSE TAX	0	-	-	-	
001-335-180	HALF-CENT SALES TAX	1,043,124	-	256,876	1,300,000	(C)
001-337-200	SRO - CHARTER CONTRIBUTION	77,507	-	-	77,507	
001-337-205	CHARTER SCHOOL INSURANCE CONTRIBUTIONS	0	-	-	-	
001-341-900	QUALIFYING FEES	0	-	-	-	
001-343-410	SOLID WASTE FEES - RESIDENTIAL	707,524	-	-	707,524	
001-347-400	SPECIAL EVENTS	0	-	-	-	
001-351-100	JUDGEMENT & FINES - MOVING VIOLATIONS	65,000	-	75,000	140,000	(C)
001-351-110	RED LIGHT CAMERAS	390,000	-	270,000	660,000	(C)
001-354-000	JUDGEMENT & FINES - LOCAL ORDINANCE VIOL	0	-	-	-	
001-359-000	JUDGEMENT & FINES - PARKING VIOLATIONS	7,500	-	(4,575)	2,925	(C)
001-359-200	INVESTIGATIVE COST REIMBURSEMENT	0	-	-	-	
001-361-100	INTEREST - GENERAL FUND	500	-	-	500	
001-361-200	INTEREST - SBA	0	-	-	-	
001-362-100	CHARTER SCHOOL RENT	450,000	-	-	450,000	
001-364-000	DISPOSITION OF FIXED ASSETS	0	-	-	-	
001-366-000	CONTRIBUTIONS & DONATIONS	0	40,000	-	40,000	
001-367-000	RENTAL LICENSES	18,000	-	-	18,000	
001-369-900	OTHER MISCELLANEOUS REVENUE	40,000	-	-	40,000	
001-369-905	POLICE OFF-DUTY DETAIL REIMBURSEMENTS	0	106,997	46,789	153,786	(C)
001-369-906	POLICE MARINE PATROL REIMBURSEMENTS	30,000	-	-	30,000	
001-369-908	OC NAV BOARD REIMBURSEMENTS - MISC	0	-	-	-	
001-369-910	VACANT FORECLOSURE	0	-	-	-	
001-369-915	AAA FLORIDA TRAFFIC SAFETY GRANT	0	-	-	-	
TOTAL REVENUES		9,992,192	146,997	(491,870)	9,647,319	
TRANSFERS IN		0	-		0	
Total BEGINNING FUND BALANCE, Revenues, & TRANSFERS IN		13,177,192	146,997	347,058	13,671,247	
EXPENDITURES						
001-511-00-2311	DENTAL & VISION INSURANCE - DISTRICT 1	500	-	-	500	
001-511-00-2312	DENTAL & VISION INSURANCE - DISTRICT 2	500	-	-	500	
001-511-00-2313	DENTAL & VISION INSURANCE - DISTRICT 3	500	-	-	500	
001-511-00-2314	DENTAL & VISION INSURANCE - DISTRICT 4	500	-	-	500	
001-511-00-2315	DENTAL & VISION INSURANCE - DISTRICT 5	500	-	-	500	

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ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
001-511-00-2316	DENTAL & VISION INSURANCE - DISTRICT 6	500	-	-	500	
001-511-00-2317	DENTAL & VISION INSURANCE - DISTRICT 7	500	-	-	500	
001-511-00-3150	ELECTION EXPENSE	10,000	-	(10,000)	0	(C)
001-511-00-4000	TRAVEL & PER DIEM	3,500	-	-	3,500	
001-511-00-4001	TRAVEL & PER DIEM - DISTRICT 1	0	-	-	0	
001-511-00-4002	TRAVEL & PER DIEM - DISTRICT 2	0	-	-	0	
001-511-00-4003	TRAVEL & PER DIEM - DISTRICT 3	0	-	-	0	
001-511-00-4004	TRAVEL & PER DIEM - DISTRICT 4	0	-	-	0	
001-511-00-4005	TRAVEL & PER DIEM - DISTRICT 5	0	-	-	0	
001-511-00-4006	TRAVEL & PER DIEM - DISTRICT 6	0	-	-	0	
001-511-00-4007	TRAVEL & PER DIEM - DISTRICT 7	0	-	-	0	
001-511-00-4100	COMMUNICATIONS - TELEPHONE	7,500	-	2,500	10,000	(C)
001-511-00-4900	OTHER CURRENT CHARGES	250	-	-	250	
001-511-00-5100	OFFICE SUPPLIES	500	-	-	500	
001-511-00-5200	OPERATING SUPPLIES	100	-	-	100	
001-511-00-5400	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS	2,800	-	-	2,800	
001-511-00-5401	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 1	0	-	-	0	
001-511-00-5402	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 2	0	-	-	0	
001-511-00-5403	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 3	0	-	-	0	
001-511-00-5404	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 4	0	-	-	0	
001-511-00-5405	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 5	0	-	-	0	
001-511-00-5406	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 6	0	-	-	0	
001-511-00-5407	BOOKS,SUBSCRIPTIONS & MEMBERSHIPS- DIS 7	0	-	-	0	
	Total Legislative	28,150	-	(7,500)	20,650	
001-512-00-2310	DENTAL & VISION INSURANCE	500	-	-	500	
001-512-00-4000	TRAVEL & PER DIEM	500	-	-	500	
001-512-00-4100	COMMUNICATIONS - TELEPHONE	1,000	-	-	1,000	
001-512-00-4900	OTHER CURRENT CHARGES	500	-	-	500	
001-512-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	600	-	-	600	
	Total Executive Mayor	3,100	-	-	3,100	
001-513-00-1200	REGULAR SALARIES & WAGES	442,893	-	-	442,893	
001-513-00-1250	VEHICLE ALLOWANCE - CITY MANAGER	8,400	-	(4,500)	3,900	(C)
001-513-00-1400	OVERTIME PAY	500	-	-	500	
001-513-00-2100	FICA/MEDICARE TAXES	34,562	-	-	34,562	
001-513-00-2200	RETIREMENT CONTRIBUTIONS	70,863	-	-	70,863	
001-513-00-2300	HEALTH INSURANCE	88,000	-	(10,000)	78,000	(C)
001-513-00-2310	DENTAL & VISION INSURANCE	3,100	-	-	3,100	
001-513-00-2320	LIFE INSURANCE	2,100	-	-	2,100	
001-513-00-2330	DISABILITY INSURANCE	5,300	-	-	5,300	
001-513-00-3100	PROFESSIONAL SERVICES	18,000	-	-	18,000	
001-513-00-3400	PLANNING SERVICE	40,000	-	-	40,000	
001-513-00-4000	TRAVEL & PER DIEM	2,500	-	-	2,500	
001-513-00-4410	RENTALS & LEASES - VEHICLES	3,000	(3,000)	-	0	
001-513-00-4610	REPAIRS & MAINTENANCE - VEHICLES	200	3,000	-	3,200	
001-513-00-4700	PRINTING & BINDING	500	-	-	500	
001-513-00-4710	CODIFICATION EXPENSES	6,500	-	-	6,500	
001-513-00-4900	OTHER CURRENT CHARGES	2,500	-	-	2,500	
001-513-00-4910	LEGAL ADVERTISING	4,000	-	-	4,000	
001-513-00-5200	OPERATING SUPPLIES	0	-	-	0	
001-513-00-5230	FUEL EXPENSE	500	-	-	500	
001-513-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	6,000	-	-	6,000	
	Total Finance, Admin, & Planning	739,418	-	(14,500)	724,918	
001-519-00-3100	OTHER PROFESSIONAL SERVICES	0	-	40,000	40,000	(G)
001-519-00-3110	LEGAL SERVICES	200,000	-	(25,000)	175,000	(C)
001-519-00-3120	ENGINEERING FEES	10,000	-	20,000	30,000	(C)
001-519-00-3140	INFORMATION TECHNOLOGY EXPENSE	7,200	-	-	7,200	
001-519-00-3200	AUDITING & ACCOUNTING	28,000	-	-	28,000	
001-519-00-3400	CONTRACTUAL SERVICES	75,000	-	45,000	120,000	(I)
001-519-00-3405	BUILDING PERMITS	140,000	-	-	140,000	

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ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
001-519-00-3410	JANITORIAL SERVICES	3,000	-	-	3,000	
001-519-00-3415	WEBSITE/SOCIAL MEDIA	35,000	-	(31,500)	3,500	(J)
001-519-00-3417	EMERGENCY EXPENSES - HURRICANE	0	1,430,554	-	1,430,554	
001-519-00-3440	FIRE PROTECTION	1,915,774	-	-	1,915,774	
001-519-00-4100	COMMUNICATIONS SERVICES	15,000	-	(3,000)	12,000	(C)
001-519-00-4200	FREIGHT & POSTAGE	5,000	-	-	5,000	
001-519-00-4300	UTILITY/ELECTRIC/WATER	21,000	-	-	21,000	
001-519-00-4310	SOLID WASTE DISPOSAL/YARDWASTE	746,762	15,720	-	762,482	
001-519-00-4500	INSURANCE	150,000	-	38,218	188,218	(K)
001-519-00-4600	REPAIRS & MAINTENANCE - GENERAL	7,000	36,901	-	43,901	
001-519-00-4700	PRINTING & BINDING	6,500	-	-	6,500	
001-519-00-4800	SPECIAL EVENTS	25,000	-	-	25,000	
001-519-00-4900	OTHER CURRENT CHARGES	5,000	-	-	5,000	
001-519-00-4905	NON AD VALOREM ASSESSMENT FEE	3,500	-	-	3,500	
001-519-00-4906	GEOGRAPHIC INFORMATION SYSTEM INTERLOC	2,300	-	-	2,300	
001-519-00-4910	LEGAL ADVERTISING	7,500	-	-	7,500	
001-519-00-5200	OFFICE & OPERATING SUPPLIES	15,000	-	(5,000)	10,000	(C)
001-519-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,200	-	-	1,200	
001-519-00-8300	CONTRIBUTIONS & DONATIONS	3,000	-	-	3,000	
001-519-00-8310	NEIGHBORHOOD GRANT PROGRAM	60,000	-	-	60,000	
	Total General Government	3,487,736	1,483,175	78,718	5,049,629	
001-521-00-1200	REGULAR SALARIES & WAGES	1,523,852	-	-	1,523,852	
001-521-00-1210	REGULAR SALARIES & WAGES - CROSSING GUARD	59,400	-	(17,400)	42,000	(C)
001-521-00-1215	HOLIDAY PAY	30,000	-	17,000	47,000	(C)
001-521-00-1220	LONGEVITY PAY	6,000	-	-	6,000	
001-521-00-1400	OVERTIME PAY	20,000	-	14,000	34,000	(C)
001-521-00-1500	INCENTIVE PAY	18,500	-	-	18,500	
001-521-00-1505	POLICE OFF-DUTY DETAIL PAY	0	99,196	43,715	142,911	(C)
001-521-00-1506	POLICE LAKE CONWAY MARINE PATROL PAY	33,600	-	-	33,600	
001-521-00-1520	SPECIAL ASSIGNMENT PAY	12,700	-	-	12,700	
001-521-00-2100	FICA/MEDICARE TAXES	130,658	7,588	5,716	143,962	(C)
001-521-00-2200	RETIREMENT CONTRIBUTIONS	278,754	-	-	278,754	
001-521-00-2300	HEALTH INSURANCE	345,000	-	(35,000)	310,000	(C)
001-521-00-2310	DENTAL & VISION INSURANCE	12,000	-	(2,200)	9,800	(C)
001-521-00-2320	LIFE INSURANCE	7,400	-	(500)	6,900	(C)
001-521-00-2330	DISABILITY INSURANCE	22,000	-	(2,000)	20,000	(C)
001-521-00-3100	TECHNOLOGY SUPPORT/SERVICES	61,000	-	18,000	79,000	(B)
001-521-00-3110	LEGAL SERVICES	8,000	-	-	8,000	
001-521-00-3120	NEW HIRE EXPENSES	3,000	-	-	3,000	
001-521-00-3405	RED LIGHT CAMERA FEES	336,000	-	(66,000)	270,000	(C)
001-521-00-3406	LICENSE PLATE READERS/VIDEO MONITORING	70,000	-	(70,000)	0	(B)
001-521-00-3407	LICENSE PLATE READER CONSTRUCTION/INSTL	100,000	-	(35,450)	64,550	(B)
001-521-00-3410	JANITORIAL SERVICES	3,000	-	-	3,000	
001-521-00-4000	TRAVEL & PER DIEM	5,000	-	-	5,000	
001-521-00-4100	COMMUNICATIONS SERVICES	28,000	-	-	28,000	
001-521-00-4110	DISPATCH SERVICE	73,000	-	-	73,000	
001-521-00-4200	POSTAGE & FREIGHT	2,000	-	-	2,000	
001-521-00-4300	UTILITY/ELECTRIC/WATER	5,000	-	-	5,000	
001-521-00-4410	RENTALS & LEASES - VEHICLES	200,000	-	-	200,000	
001-521-00-4600	REPAIRS & MAINTENANCE - GENERAL	3,500	-	-	3,500	
001-521-00-4610	REPAIRS & MAINTENANCE - VEHICLES	10,000	-	-	10,000	
001-521-00-4620	REPAIRS & MAINTENANCE - RADAR GUNS	4,500	-	-	4,500	
001-521-00-4700	PRINTING & BINDING	3,500	-	-	3,500	
001-521-00-4800	COMMUNITY PROMOTIONS	3,000	-	-	3,000	
001-521-00-4900	OTHER CURRENT CHARGES	3,000	-	-	3,000	
001-521-00-4910	LEGAL ADVERTISING	1,000	-	-	1,000	
001-521-00-4920	MARINE EXPENSES	8,000	-	-	8,000	
001-521-00-5100	OFFICE SUPPLIES	4,000	-	-	4,000	
001-521-00-5200	OPERATING SUPPLIES	6,000	-	-	6,000	

ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
001-521-00-5205	COMPUTER AND SOFTWARE	25,710	-	67,625	93,335	(B)
001-521-00-5210	UNIFORMS	12,000	-	-	12,000	
001-521-00-5230	FUEL EXPENSE	60,000	-	25,000	85,000	(C)
001-521-00-5240	COLLEGE TUITION REIMBURSEMENT	10,800	-	-	10,800	
001-521-00-5245	RADIOS	17,000	-	(16,000)	1,000	(C)
001-521-00-5250	POLICE NON-CAPITAL EQUIPMENT	15,200	40,000	51,800	107,000	(B)
001-521-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,500	-	-	1,500	
001-521-00-5500	TRAINING - POLICE	5,000	-	4,995	9,995	(B)
001-521-00-6400	CAPITAL - EQUIPMENT	10,000	(10,000)	19,090	19,090	(B)
001-521-00-6418	CAPITAL - VESSELS	0	23,674	-	23,674	
	Total Police	3,597,574	160,458	22,391	3,780,423	
001-541-00-1200	REGULAR SALARIES & WAGES	185,399	-	-	185,399	
001-541-00-1400	OVERTIME PAY	500	-	-	500	
001-541-00-2100	FICA/MEDICARE TAXES	14,221	-	-	14,221	
001-541-00-2200	RETIREMENT CONTRIBUTIONS	29,664	-	-	29,664	
001-541-00-2300	HEALTH INSURANCE	49,000	-	-	49,000	
001-541-00-2310	DENTAL & VISION INSURANCE	1,300	-	-	1,300	
001-541-00-2320	LIFE INSURANCE	900	-	-	900	
001-541-00-2330	DISABILITY INSURANCE	2,900	-	-	2,900	
001-541-00-3100	PROFESSIONAL SERVICES	500	-	-	500	
001-541-00-3150	INFORMATION TECHNOLOGY EXPENSE	3,600	-	4,400	8,000	(C)
001-541-00-3400	CONTRACTUAL SERVICES	11,000	-	-	11,000	
001-541-00-3420	LANDSCAPING SERVICES	78,000	-	(37,000)	41,000	(C)
001-541-00-4000	TRAVEL & PER DIEM	1,000	-	-	1,000	
001-541-00-4100	COMMUNICATIONS	3,000	-	2,500	5,500	(C)
001-541-00-4300	UTILITY/ELECTRIC/WATER	120,000	-	-	120,000	
001-541-00-4410	RENTALS & LEASES - VEHICLES	82,000	-	(37,000)	45,000	(C)
001-541-00-4420	RENTALS & LEASES - EQUIPMENT	5,000	-	-	5,000	
001-541-00-4600	REPAIRS & MAINTENANCE - GENERAL	22,000	-	(12,000)	10,000	(C)
001-541-00-4610	REPAIRS & MAINTENANCE - VEHICLES & EQUIP	10,000	17,626	-	27,626	
001-541-00-4670	REPAIRS & MAINTENANCE - PARKS	42,000	-	-	42,000	
001-541-00-4675	REPAIRS & MAINTENANCE - BOAT RAMPS	3,500	-	-	3,500	
001-541-00-4680	REPAIRS & MAINTENANCE - ROADS	30,000	-	-	30,000	
001-541-00-4690	URBAN FORESTRY	105,000	-	-	105,000	
001-541-00-5200	OPERATING SUPPLIES	7,500	-	-	7,500	
001-541-00-5210	UNIFORMS	2,500	-	-	2,500	
001-541-00-5220	PROTECTIVE CLOTHING	1,500	-	-	1,500	
001-541-00-5230	FUEL EXPENSE	6,000	-	3,000	9,000	(C)
001-541-00-5240	SMALL TOOLS & EQUIPMENT	5,000	-	2,433	7,433	(B)
001-541-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,500	-	-	1,500	
001-541-00-5500	TRAINING	2,500	-	-	2,500	
001-541-00-6200	CIP - BUILDINGS	40,000	(40,000)	22,680	22,680	(B)
001-541-00-6320	CIP - RESURFACING & CURBING	453,000	-	(422,000)	31,000	(B)
001-541-00-6330	CIP - SIDEWALKS	500,000	-	(248,788)	251,212	(B)
001-541-00-6335	CIP - NELA BRIDGE REPAIRS	0	-	6,905	6,905	(C)
001-541-00-6375	CIP - FENCING	0	-	-	0	
001-541-00-6380	CIP - PARK IMPROVEMENTS	97,000	-	(52,000)	45,000	(L)
001-541-00-6385	CIP - CLOCK TOWER	28,700	-	1,196	29,896	(C)
001-541-00-6420	CIP - TRAFFIC CALMING	0	-	-	0	
001-541-00-6430	CAPITAL - EQUIPMENT	0	14,633	18,328	32,961	(B)
	Total Public Works	1,945,684	(7,741)	(747,346)	1,190,597	
001-584-00-7100	PAYMENT ON BOND - PRINCIPAL	204,000	-	-	204,000	
001-584-00-7200	BOND DEBT - INTEREST	58,000	-	-	58,000	
	Total Debt Service	262,000	-	-	262,000	
TOTAL EXPENDITURES		10,063,662	1,635,892	(668,237)	11,031,317	
001-581-00-9100	TRANSFER TO CAPITAL EQUIP REPL FUND 301	250,000	-	(250,000)	0	(F)
TOTAL TRANSFERS OUT		250,000	-	(250,000)	0	
ENDING FUND BALANCE		2,863,530	(1,488,895)	1,265,295	2,639,930	
TOTAL EXPENDITURES, Transfers Out, & ENDING FUND BALANCE		13,177,192	146,997	347,058	13,671,247	

ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
TRANSPORTATION IMPACT FEE FUND 102						
BEGINNING FUND BALANCE		110,788	-	3,969	114,757	(A)
REVENUES						
102-324-310	IMPACT FEES - RESIDENTIAL - TRANSPORTATION	0	-	-	0	
102-361-100	INTEREST - TRANSPORTATION IMPACT	500	-	-	500	
TOTAL REVENUES		500	-	-	500	
Total BEGINNING FUND BALANCE, Revenues, & TRANSFERS IN		111,288	-	3,969	115,257	
EXPENDITURES						
102-541-00-3100	PROFESSIONAL SERVICES	65,000	-	(65,000)	0	(M)
102-541-00-6425	CIP - ROADWAY IMPROVEMENTS	0	-	-	0	
TOTAL EXPENDITURES		65,000	-	(65,000)	0	
ENDING FUND BALANCE		46,288	-	68,969	115,257	
TOTAL EXPENDITURES, Transfers Out, & ENDING FUND BALANCE		111,288	-	3,969	115,257	
STORMWATER FUND 103						
BEGINNING FUND BALANCE		678,228	-	(692,197)	-13,969	(A)
REVENUES						
103-331-100	FEMA REIMBURSEMENT - FEDERAL - FUND 103	0	-	-	0	
103-331-110	FEMA REIMBURSEMENT - STATE - FUND 103	0	-	-	0	
103-331-900	ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY	0	-	26,606	26,606	(B)
103-334-360	STATE RESILIENCY GRANT	45,000	-	(45,000)	0	(N)
103-343-900	SERVICE CHARGE - STORMWATER	425,344	-	-	425,344	
103-361-100	INTEREST - STORMWATER	500	-	-	500	
103-369-908	OC NAV BOARD REIMBURSEMENTS	98,125	-	(98,125)	0	(O)
TOTAL REVENUES		568,969	-	(116,519)	452,450	
Total BEGINNING FUND BALANCE, Revenues, & TRANSFERS IN		1,247,197	-	(808,716)	438,481	
EXPENDITURES						
103-541-00-1200	REGULAR SALARIES & WAGES	159,000	-	-	159,000	
103-541-00-2100	FICA/MEDICARE TAXES	12,164	-	-	12,164	
103-541-00-2200	RETIREMENT CONTRIBUTIONS	25,440	-	-	25,440	
103-541-00-2300	HEALTH INSURANCE	32,000	-	-	32,000	
103-541-00-2310	DENTAL & VISION INSURANCE	1,000	-	-	1,000	
103-541-00-2320	LIFE INSURANCE	750	-	-	750	
103-541-00-2330	DISABILITY INSURANCE	2,000	-	-	2,000	
103-541-00-3100	PROFESSIONAL SERVICES	75,000	-	(25,000)	50,000	(P)
103-541-00-3110	LEGAL SERVICES - STORMWATER FUND	3,000	-	(3,000)	0	(C)
103-541-00-3120	ENGINEERING FEES	50,000	-	40,000	90,000	(C)
103-541-00-3430	NPDES	15,000	-	(6,500)	8,500	(C)
103-541-00-3450	LAKE CONSERVATION	25,000	-	(15,500)	9,500	(C)
103-541-00-4600	REPAIRS & MAINTENANCE	75,000	25,000	150,000	250,000	(B)
103-541-00-4900	OTHER CURRENT CHARGES	500	14,760	(500)	14,760	(C)
103-541-00-6300	CIP - CAPITAL IMPROVEMENTS	473,125	-	(313,125)	160,000	(B)(H)
103-541-00-6319	CIP - CAPITAL IMPROVEMENTS - ARPA	98,125	-	(98,125)	0	(H)
103-541-00-7100	PRINCIPAL	0	-	-	0	
103-541-00-7200	INTEREST	0	-	-	0	
TOTAL EXPENDITURES		1,047,104	39,760	(271,750)	815,114	
103-581-00-9100	TRANSFER TO CAPITAL EQUIP REPL FUND 301	0	-	-	0	
TOTAL TRANSFERS OUT		0	-	-	0	
ENDING FUND BALANCE		200,093	(39,760)	(536,966)	-376,633	
TOTAL EXPENDITURES, Transfers Out, & ENDING FUND BALANCE		1,247,197	-	(808,716)	438,481	

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ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
LAW ENFORCEMENT EDUCATION FUND 104						
BEGINNING FUND BALANCE		11,995	-	7,529	19,524	(A)
REVENUES						
104-351-200	JUDGEMENT & FINES - LE EDUCATION FUND	3,000	-	-	3,000	
104-361-100	INTEREST - EDUCATION FUND	500	-	-	500	
TOTAL REVENUES		3,500	-	-	3,500	
Total BEGINNING FUND BALANCE, Revenues, & TRANSFERS IN		15,495	-	7,529	23,024	
EXPENDITURES						
104-521-00-5500	TRAINING	6,000	-	-	6,000	
TOTAL EXPENDITURES		6,000	-	-	6,000	
ENDING FUND BALANCE		9,495	-	7,529	17,024	
TOTAL EXPENDITURES, Transfers Out, & ENDING FUND BALANCE		15,495	-	7,529	23,024	

CAPITAL EQUIPMENT REPLACEMENT FUND 301						
BEGINNING FUND BALANCE		19,516	-	257	19,773	(A)
REVENUES						
301-361-100	INTEREST - CAP EQUIP REPL FUND	500	-	-	500	
TOTAL REVENUES		500	-	-	500	
301-381-000	TRANSFER IN FROM GENERAL FUND 001	250,000	-	(250,000)	0	(F)
301-381-103	TRANSFER FROM STORMWATER FUND 103	0	-	-	0	
TOTAL TRANSFERS IN		250,000	-	(250,000)	0	
Total BEGINNING FUND BALANCE, Revenues, & TRANSFERS IN		270,016	-	(249,743)	20,273	
EXPENDITURES						
301-541-00-6430	CAPITAL - PUBLIC WORKS EQUIPMENT	50,000	-	(40,900)	9,100	(F)
TOTAL EXPENDITURES		50,000	-	(40,900)	9,100	
ENDING FUND BALANCE		220,016	-	(208,843)	11,173	
TOTAL EXPENDITURES, Transfers Out, & ENDING FUND BALANCE		270,016	-	(249,743)	20,273	

CAPITAL REVENUE NOTE PROJECT FUND 303						
BEGINNING FUND BALANCE		442,101	-	(11,660)	430,441	(A)
REVENUES						
TOTAL REVENUES		0	-	-	0	
TOTAL TRANSFERS IN		0	-	-	0	
Total BEGINNING FUND BALANCE, Revenues, & TRANSFERS IN		442,101	-	(11,660)	430,441	
EXPENDITURES						
303-517-00-3100	PROFESSIONAL SERVICES - FUND 303	0	-	10,785	10,785	(D)
303-517-00-61XX	CIP - LAND PURCHASE	442,101	-	(442,101)	0	(E)
303-517-00-6300	CIP - STORMWATER PROJECTS	0	-	419,656	419,656	(E)
TOTAL EXPENDITURES		442,101	-	(11,660)	430,441	
ENDING FUND BALANCE		0	-	-	0	
TOTAL EXPENDITURES, Transfers Out, & ENDING FUND BALANCE		442,101	-	(11,660)	430,441	

- (A) Adjust Beginning Fund Balance to Final FYE 9/30/22 Ending Fund Balance
- (B) ARPA Expenditures Completed
- (C) Adjustment to Projected Actuals
- (D) Record Expenditures for Fees incurred trying to purchase property (surveys, appraisals, etc.)
- (E) Transfer Bond Proceed Use from Land Purchase to Stormwater - Approved by City Council
- (F) Remove transfer from Gen Fund to Capital Equip Repl Fund and remaining expenditures until plan is established for fund use.
- (G) City Manager Recruiter (32,500) and council training, arbitrage rebate exp, and AV system tech support.
- (H) Revise revenues/expenditures for ARPA based on Council approved allocations

ATTACHMENT A
CITY OF BELLE ISLE
FY 2022-2023
BUDGET AMENDMENT #2
RESOLUTION# 23-XX

C.

Account Id	Account Description	ORIGINAL BUDGET 2022/2023	RESOLUTION# 23-03 BA#1	RESOLUTION# 23-XX BA#2	AMENDED BUDGET 2022/2023	REF#
	(I) Add Comp Plan Study not budgeted (77,500)					
	(J) Reduce website/ social media - did not hire company or employee					
	(K) Insurance cost increase - salaries and property insurance					
	(L) Remove play structures from budget					
	(M) Remove traffic consultant expense - project moved to FY 2324					
	(N) Remove state resiliency grant 45k - project not complete					
	(O) Remove OC Nav Board Reimb - project did not happen					
	(P) Remove vulnerability assessment (75k) / add stormwater rate study (50k)					

CITY OF BELLE ISLE, FLORIDA

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: September 19, 2023

To: Honorable Mayor and City Council Members

From: Interim City Manager, Chief Grimm

Subject: Contract Extension for Peter Madison Management Services

Background:

On September 3, 2019, the City entered into a contract with Pete Madison allowing for two – one-year extensions for Debris Management. Since the contract was not renewed in 2022-2023, this will allow for those two years, together with any extensions thereto, to continue in effect hereby extended for two additional years commencing on September 4, 2022, and expiring on September 4, 2024. All other terms and conditions of the Contract will remain unchanged and in full force and effect.

Staff Recommendation: Approve the extension commencing 9/04/2022 through 09/04/2024 and publish an RFP for services in 2024 before expiration and hurricane season begin.

Suggested Motion: I move to approve the contract extension between the City and Peter Madison Management Services with an expiration date of September 4, 2024.

Alternatives: Do not approve the contract extension and submit for an RFP.

Fiscal Impact: Undetermined at this time.

Attachments: Revised Contract Extension
2019 Contract and Addendum 1 and 2

City of Belle Isle, Florida
Extension Agreement with

Peter Madison Management Services, LLC

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

Between: **The City of Belle Isle**, a municipal corporation with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("**City**"),

And: **Peter Madison Management Services, LLC ("**Contractor**")**, a corporation organized and existing under the laws of the State of Florida, located at 6545 Cay Circle, Belle Isle, FL 32809, and holding a certificate of authority to do business in the State of Florida.

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

The parties entered that original Contract for Debris Management Agreement between the City of Belle Isle and Madison Management Services, LLC on September 3, 2019 (hereinafter referred to as the "Contract").

Wherein such Contract, together with any extensions thereto, continued in effect and expired on September 4, 2022, and the parties desire to extend and continue such Contract for an additional two years beyond such date and ratify such extension retroactively to September 4, 2022, via this Agreement. Thus, the Contract is hereby extended for two additional years commencing on September 4, 2022, and expiring on September 4, 2024.

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

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

City of Belle Isle

Contractor, Peter Madison

Travis Grimm, Interim City Manager

Peter Madison Management Services, LLC

Approved By Council September 19, 2023

Date_____

Date_____

Contract for Debris Management
CITY OF BELLE ISLE
CONTRACT FOR DEBRIS MANAGEMENT

This contract is dated, made, and entered into this 3rd day of September 2019, by the City of Belle Isle, Florida ("City" or "Owner"), a Florida municipal corporation, and Madison Management Services, LLC, ("Contractor"), a corporation organized and existing under the laws of the State of Florida and holding a certificate of authority to do business in the State of Florida.

Section. 1. Background and Purpose. The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to perform the timely removal and lawful disposal of all eligible storm-generated debris (vegetative waste materials) and within the time specified in this contract. Emergency debris push, debris removal, and debris storage actions shall be limited to:

- 1) That which is necessary to eliminate immediate threats to life, public health, and safety;
- 2) That which is necessary to eliminate immediate threats of significant additional damage to improved public or private property.
- 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

Section. 2. Services and Scope to be Performed. In performing its obligations under this contract, Contractor shall comply with all applicable regulations promulgated by the Federal Emergency Management Agency (FEMA), including but not limited to FEMA 321-Public Assistance Policy Digest, FEMA 322- Public Assistance Guide, FEMA 323- Public Assistance Applicant Handbook, and FEMA325- Public Assistance Debris Management Guide and provide such services within the time specified in this contract.

The Contractor shall provide for the effective and efficient removal and lawful disposal of storm debris accumulated on all public properties, streets, roads, or other rights-of-way, Cornerstone Charter school properties, any other locally owned facility or residential or commercial site as may be directed by the City. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this contract shall also mean direction by the approved Debris Monitor (which may be the City Manager or City Manager's designated representative). Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way (ROW) line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the Owner representative issuing a proper load ticket to document the date, contractor name, truck number, and truck capacity.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

Contracted services will only be performed after the delivery, to the Contractor, an Approved Work Authorization and a Notice-to-Proceed by the City.

For purposes of this Section. 2, the following terms are defined:

(a) "Debris Monitor" or "Monitor": the Debris Monitor serves as the Owner's field representatives. The City Manager, or the City Manager designated representative, may serve as the Monitor. The Debris Monitor ensures that the terms and specific monitoring and documentation requirements of debris removal contracts are adhered to and met for force account debris removal operations and that the debris removal operations are efficient, safe, and properly documented in conformance with regulatory requirements.

(b) "Debris Management Sites" or "DMS": A DMS is a location for the Owner designated by the Owner and/or Monitor to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. It is frequently used to increase the operational flexibility when landfill space is limited or when the landfill is not in close proximity to the debris removal area.

11/1/19

Attached Contract, ADD 1 & ADD 2

Contract for Debris Management

2.1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by Owner. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor per the Contractor Unit Price Schedule (Exhibit A) and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

2.2. Site Management:

The Contractor shall manage up to four Debris Management Sites (DMS) designated by the Owner. Site management, debris reduction, and site closure shall comply with all laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

2.3. Reduction of Vegetative Debris by Grinding:

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

2.4. Reduction of Vegetative Debris by Burning:

The Contractor may reduce vegetative debris by air curtain incinerator burning or open burning if permitted by the Owner and Orange County. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

2.5. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by Owner or if paid by contractor fees will be submitted at cost for payment by Owner.

2.6. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Burning:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by Owner or if paid by contractor fees will be submitted at cost for payment by Owner.

2.7. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees on public property and ROW, as identified by the Owner or Monitor. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on

ROW will be handled separately per Contractor Unit Price Schedule. Tipping fees will be paid by Owner or if paid by contractor fees will be submitted at cost for payment by Owner.

Contract for Debris Management

2.8. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the Owner or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in Exhibit A. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately per Contractor Unit Price Schedule.

2.9. Removal of Hazardous Stumps:

If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Contractor Unit Price Schedule. Payment is for stump removal only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled per Contractor Unit Price Schedule. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

2.10. Priority of Work Areas:

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris. (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to "cherry pick" debris.**

2.11. Debris Ownership and Hauling Responsibilities:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

2.12. Debris Disposal:

A. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at State of Florida Department of Environmental Quality approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary DMS sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary DMS sites must be approved by Owner.

B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract.

C. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.

Contract for Debris Management

D. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

F. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

2.13. Contractor Equipment:

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.

C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make, and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for debris being transported.

E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

2.14. Emergency Road Clearance:

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the Owner. Payment under this item will be on an hourly basis for manpower and equipment as listed in Part II of the Contractor Unit Price Schedule. This hourly work will only be conducted for the first 70 hours unless otherwise agreed in writing.

Section 3. Term

This Contract shall be for a term of three (3) years beginning upon the date of the fully executed contract, and the parties shall have the option, by written instrument signed by both parties, to extend this Contract for two additional periods of one (1) year (the "Extended Term"). Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP

Contract for Debris Management

Section 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 5. Fee Schedule. City shall pay Contractor for the services performed by Contractor at the rates provided in Exhibit A, which is attached to hereto and included herein by this reference. Any change on that fee schedule must be requested, in writing, by Contractor at least sixty (60) calendar days prior to the anniversary of this Contract and must be approved, in writing, by City. No fee or cost shall be requested by Contractor or approved by City in excess of the maximum allowable reimbursement rate of the Federal Emergency Management Agency (FEMA) then in effect. If City does not approve Contractor's timely written request to change the fee schedule in amounts that do not exceed the maximum allowable reimbursement rates of FEMA then in effect, Contractor shall have the right to terminate this Contract prior to the anniversary of this Contract.

Section 6. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a weekly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The invoiced amounts shall comply with the following requirements and restrictions:

1. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproductions, overhead, profits, and any other expenses necessary to the execution of this contract.
2. Billable time shall include hours when debris-hauling trucks are in operation as well as reasonable start-up and close of day actions. Billable time shall be supported with daily timesheets or other documentation processes as approved in writing by the City.
3. All load tickets, forms, reports, and other deliverables shall be accurately and correctly submitted. In some instances, Contractor may be required by the City or appropriate regulatory agencies to modify such documents as a result of policy, procedures, or process changes. The Contractor shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable resulted from the sole error, negligence, or willful misconduct of the contractor.

Invoices will be processed for payment only after approval by the City. The contractor shall be responsible for reviewing the Debris Manager's deliverables and invoices and certifying their consistency with Contractor's deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent by the City of Durham's Debris Program Manager. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 7. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Belle Isle.

Section 8. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of

Contract for Debris Management

endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with Florida Statutes and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured - Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

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

Section 9. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 10. Exhibits. Exhibit A Contractor Price Schedule

Section 11. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
City of Belle Isle
ATTN: Bob Francis, City Manager
1600 Nela Ave
Belle Isle, FL 32809

To the Contractor
Peter Madison Management, LLC
ATTN: Peter Madison, Owner
6545 Cay Circle
Belle Isle, FL 32809

Contract for Debris Management

b) **Change of Address. Date Notice Deemed Given.** A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 12. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) **Definitions.** As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) **Other Provisions Separate.** Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) **Survival.** This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) **Limitations of the Contractor's Obligation.** If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Section 13. Termination for Convenience ("TFC"). (a) **Procedure.** Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) **Obligations.** Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) **Payment.** The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 14. Miscellaneous

(a) **Choice of Law and Forum; Service of Process.** (i) This contract shall be deemed made in Orange County, Florida. This contract shall be governed by and construed in accordance with the law of Florida. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

Contract for Debris Management

(b) **Waiver.** This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Supplemental Conditions.** Contractor agrees to the supplemental conditions provided in Exhibit B.

(e) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(f) **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(g) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.

(h) **Notice of City Policy.** It is hereby declared that equal opportunity and nondiscrimination shall be the City's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

(i) **No Third Party Rights Created.** This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) **Principles of Interpretation and Definitions.** (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) **Modifications, Entire Agreement.** A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) **City's Manager's Authority.** To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

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Signature Page Follows


Contract for Debris Management

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF BELLE ISLE

By: 
Bob Francis, ICMA-CM
City Manager

PETER MADISON MANAGEMENT, LLC

By: 
Peter Madison
Owner

ATTEST


Yolanda Quiceno City Clerk

Contract for Debris Management

EXHIBIT A
CONTRACTOR PRICE SCHEDULE

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
	Pre-storm			
1	Staging personnel and Equipment	\$750	Per 5-man Crew	
	Post-storm			
1	Emergency Road Clearance	\$250	Per 2-man Crew	
2	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$18	CY	
3	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$8	CY	
4	Processing (Burning) of Debris at TDSRS or Final Disposal Site (if applicable)	\$8	CY	
5	Debris Removal from Publicly Owner Property (other than Right-of-Way)	\$18	CY	
6	Debris removal from water bodies (bays, rivers, streams, canals, lakes)		T&M	
	Tree Removal			
1	Tree Removal <24" diameter	\$350	Per 2-Man Crew	
2	Tree Removal >24" diameter	\$3500	Crew	\$275/hr. Crane
	Hazardous Stump Removal & Hauling to Disposal Site			
1	24 inch diameter to 47.99	\$250	STUMP	
2	48 inch diameter and greater	\$350	STUMP	

Contract for Debris Management

3	Leaning Trees/Hanging Limbs/Tree-off Program /	\$65	Per Tree	
4	Stump Grinding <12" diameter	\$50	STUMP	
5	Stump Grinding >12" diameter	\$80	STUMP	

Contract for Debris Management

**EXHIBIT B
CITY OF BELLE ISLE, FLORIDA
SUPPLEMENTAL CONTRACT CONDITIONS
FOR DEBRIS MANAGEMENT SERVICES**

Federal regulations apply to all City of Belle Isle contracts using Federal funds as a source for the solicitation of goods and services. Successful proposers must comply with the following Federal requirement as they apply to the following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

A. Records

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/generalrecords-schedules/>.

c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

Contract for Debris Management

B. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which

Contract for Debris Management
prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and

Contract for Debris Management

the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

*Contract for Debris Management*e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

MADISON MANAGEMENT, LLC



Pete Madison, Owner
Madison Management, LLC

AMENDMENT TO DEBRIS REMOVAL CONTRACT

This AMENDMENT TO DEBRIS REMOVAL CONTRACT ("Amendment") made and entered into this 26 day of September 2022, by and between MADISON MANAGEMENT SERVICES, LLC, whose address is 6545 Cay Circle, Belle Isle, FL 32809, (hereinafter referred to as the "Contractor"), and the CITY OF BELLE ISLE, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809, (hereinafter referred to as the "City").

WHEREAS, the City and Contractor entered into that certain Agreement for Debris Removal dated September 3, 2019 (herein "Agreement for Debris Removal"); and


WHEREAS, the City and Contractor desire to amend the Agreement for Debris Removal as provided herein.

NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Exhibit A, CONTRACTOR PRICE SCHEDULE. of the Agreement for Debris Removal is hereby amended as listed in Exhibit A:
2. Except as amended herein, the Agreement For Debris Removal shall remain in full force and effect.
3. The amendments contained within this Amendment become effective on execution of this amendment by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

MADISON MANAGEMENT SERVICES, LLC:


Peter Madison, Owner

CITY OF BELLE ISLE, FLORIDA


Bob Francis, City Manager

ATTEST:


Yolanda Quiceno, City Clerk

**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT	
	Pre-storm			
1	Staging Personnel and Equipment	\$1,400	Per 5-man Crew	
	Post-storm			
1	Emergency Road Clearance	\$500	Per 2-man Crew	
2	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site	\$25	CY	
3	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site	\$10	CY	
4	Processing (Burning) of Debris at TDSRS or Final Disposal Site (if applicable)	\$10	CY	
5	Debris Removal from Publicly Owner Property (other than Right-of-Way)	\$25	CY	
6	Debris removal from water bodies (bays, rivers, streams, canals, lakes)		T&M	
	Tree Removal			
1	Tree Removal < 11.99" diameter	\$250	Per 2-Man Crew	
2	Tree Removal 12" – 23.99" Diameter	\$500		
2	Tree Removal 24"-48" diameter	\$3725	Crew	\$275/hr. Crane
3	Tree Removal >48"	\$4700	Crew	\$275/hr. Crane
	Hazardous Stump Removal & Hauling to Disposal Site			
1	24 inch diameter to 47.99	\$485	STUMP	
2	48 inch diameter and greater	\$690	STUMP	

3	Leaning Trees/Hanging Limbs/Tree-off Program	\$105	Per Tree	
4	Stump Grinding <12" diameter	\$85	STUMP	
5	Stump Grinding >12" diameter	\$125	STUMP	
	Logs			
1	Logs <23.99 – 47.99" diameter	\$250	4-foot	
2	Logs >48" diameter	\$350	4-foot	

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WHEREAS, the City and Contractor entered into that certain Agreement for Debris Removal dated September 3, 2019 (herein "Agreement for Debris Removal"); and


WHEREAS, the City and Contractor desire to amend the Agreement for Debris Removal as provided herein.

NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Exhibit A, CONTRACTOR PRICE SCHEDULE. of the Agreement for Debris Removal is hereby amended as listed in Exhibit A;
2. Except as amended herein, the Agreement For Debris Removal shall remain in full force and effect.
3. The amendments contained within this Amendment become effective on execution of this amendment by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.


MADISON MANAGEMENT SERVICES, LLC:


Peter Madison, Owner

CITY OF BELLE ISLE, FLORIDA


Bob Francis, City Manager

ATTEST:


Yolanda Quiceno, City Clerk

**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

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1	Staging Personnel and Equipment	\$1,400	Per 5-man Crew	
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**EXHIBIT A
CONTRACTOR PRICE SCHEDULE**

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	Logs			
1	Logs <23.99 ~ 47.99" diameter	\$250	4-foot	
2	Logs >48" diameter	\$350	4-foot	



ADDENDUM 2

TO

**CITY OF BELLE ISLE
CONTRACT WITH PETER MADISON
MANAGMENT**

This addendum to the contract dated September 3, 2019 is agreed upon for the following additional services:

Land application of Vegetative Debris at the Debris Disposal Site @ \$8.00/cubic yard.


No other conditions of the contract have changed.

CITY OF BELLE ISLE

PETER MADISON MANAGEMENT

 11/22/22
Robert G. Francis
City Manager

DATE

 11/18/22
Peter Madison
Owner
Peter Madison Management

DATE