



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Avenue
Held the 1st and 3rd Tuesday of Every Month
Tuesday, June 15, 2021 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor, District 6 Commissioner – Jim Partin

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck

District 4 Commissioner – Mike Sims | District 5 Commissioner – Rick Miller | District 7 Commissioner – Sue Nielsen

Welcome

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofbelleislefl.org. If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. When you are recognized by the Mayor, state your name and address and direct all remarks to the Council as a body and not to individual members of the Council, staff, or audience. The Council is pleased to hear relevant comments; however, a three-minute limit has been set by Council. 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 CELLULAR PHONES AND PAGERS DURING THE MEETING. Thank you for participating in your City Government.

1. Call to Order and Confirmation of Quorum

2. Invocation and Pledge to Flag - Comm Sims, District 4

3. Consent Items - These items are considered routine and have been previously discussed by the Council. They will be adopted by one motion unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. If any item were removed from the Consent Agenda, it would be considered immediately following approval of the remainder of the Consent Agenda (5 minutes)

a. Approval of City Council Special Called meeting minutes - May 21, 2021

b. Approval of City Council Special Called meeting minutes - May 27, 2021

c. Approval of City Council meeting minutes - June 1, 2021

d. Approval of City Council Special Called meeting minutes - June 4, 2021

e. May Reports: Finance, PD Activity Report, Marine Patrol Stats, Code Enforcement, Solid Waste and OC Fire Unit Responses

4. Citizen's Comments

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

5. Unfinished Business

a. Ordinance 21-07 First Reading and Consideration - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING CHAPTER 34, ARTICLE II OF THE CITY CODE GOVERNING BOAT EQUIPMENT AND OPERATION; CREATING A NEW 34-39 DESIGNATING SWIM AREAS, AND ESTABLISHING A RELATED VESSEL-EXCLUSION ZONE, ON THE LAKE CONWAY CHAIN OF LAKES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, DIRECTION TO CITY STAFF, AND THE EFFECTIVE DATE OF THIS ORDINANCE. (20 minutes)

6. New Business

a. Resolution 21-08 - A Resolution authorizing the City of Belle Isle (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan (10 minutes)

b. Discussion and Approval of the CCA Lease (30 minutes)

"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

- [c.](#) Appointment of Jackie Hoevenaar to the Redistricting Committee (5 minutes)
- 7. **Attorney's Report**
- 8. **City Manager's Report**
 - [a.](#) Issues Log (5 minutes)
 - b. Chief's Report (5 minutes)
- 9. **Mayor's Report** (5 minutes)
- 10. **Council Reports** (20 minutes)
- 11. **Adjournment**



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

Friday, May 21, 2021 * 3:00 PM
MINUTES

Present was:

Nicholas Fouraker, Mayor
District 5 Commissioner – Rick Miller
District 6 Commissioner – Jim Partin
District 7 Commissioner – Sue Nielsen

Absent was:

District 1 Commissioner – Ed Gold
District 2 Commissioner – Anthony Carugno
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Mike Sims

Also present were Attorney Chumley, City Manager Francis, and Admin Assistant Heidi Peacock.

1. Call to Order

Mayor Fouraker called the meeting to order at 3:00 pm.
Mayor Fouraker welcomed Bob Harrell to the discussion.

2. New Business

a. Discussion of New CCA Lease

City Manager Francis spoke on the current lease process and breakdown of the rent distribution, renewable replacement fund, and excess funds. He said that the City typically uses 80% of the excess rent received from the school for maintenance, personnel, and legal expenses and property upkeep not under the tenant's control. Discussion ensued.

The Council discussed market value, a lease under uses, and rent-based scenarios (per student population/per square foot). The Council asked Mr. Francis to research the stormwater costs for discussion at the next meeting. After further discussion, changes were annotated and sent to the City Attorney for incorporation into the final lease document.

3. Adjournment

The Council agreed to meet again on Thursday, May 27th at 3:00 pm.
Mayor Fouraker adjourned the meeting at 5:30 pm.



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

Friday, May 27, 2021 * 3:00 PM
MINUTES

Present was:

Nicholas Fouraker, Mayor
District 5 Commissioner – Rick Miller
District 6 Commissioner – Sue Nielson

Absent was:

District 1 Commissioner – Ed Gold
District 2 Commissioner – Anthony Carugno
District 7 Commissioner – Jim Partin
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Mike Sims

Also present were Attorney Chumley, City Manager Francis, and City Clerk Yolanda Quiceno.

1. Call to Order

Mayor Fouraker called the meeting to order at 3:00 pm.
Mayor Fouraker welcomed Bob Harrell to the discussion.

2. New Business

a. Discussion of New CCA Lease

Mr. Harrell spoke on an article he read regarding the sale of Charter Schools in 2020 by MG3, a group similar to Academica. He said he would gather more information and how those schools compare to our school for review. Discussion ensued.

The Council discussed sublease options, enrollment waiting list/priorities, rent-based scenarios, and discounted rent payments. The Council discussed leasing additional space and requested the language on Section 4.6 and 6.2 to be replaced based on discussion. They further discussed adding an Exhibit to the Agreement to include the site plan and future development. After further discussion, changes were annotated and sent to the City Attorney for incorporation into the final lease document.

3. Adjournment

The Council agreed to meet again on Friday, June 4th at 3:00 pm.
Mayor Fouraker adjourned the meeting at 5:30 pm.



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, June 01, 2021, * 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 – Mike Sims
- District 5 Commissioner – Rick Miller
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed quorum. Also present were Attorney Geller, City Manager Francis, Chief Houston, and City Clerk Quiceno.

2. Invocation and Pledge to Flag - Commissioner Shuck, District 3

Comm Shuck gave the invocation and led the Pledge to the Flag. Mayor Fouraker read and presented the Proclamation celebrating Mark Robinson to his wife, Shirley Robinson.

3. Public Hearing

- a. APPEAL OF CASE # 2021-04-002 - PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE DECORATIVE COLUMNS WITH A GATE IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY THE PROPERTY OWNER, AT 6810 SEMINOLE DRIVE, BELLE ISLE FL 32812, ALSO KNOWN AS PARCEL # 29-23-30-4389-02-021.
- b. APPEAL OF CASE # 2021-04-004 - PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE DECORATIVE COLUMNS WITH A GATE IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY THE PROPERTY OWNER, STEVEN KNEIPP, AT 6822 SEMINOLE DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS PARCEL # 29-23-30-4389-02-050

Leslie Kinsella, the property owner of 6810 Seminole, said he is seeking an appeal to allow two decorative columns with hedges with a setback of 20 ft from the roadway. He planted some trees by the property line and is too expensive to remove and replace. Mr. Kinsella stated out of the 20 homes on the block, 12 have fenced in their front yards. He has two young daughters and would like the fence for the security and safety of his family.

Comm Carugno asked if the home has existing columns. Mr. Kinsella said no, he only has existing hedges in the front.

Mayor Fouraker asked Council if they had any exparte communication with the appellant. Council members said no.

Comm Nielsen stated that Code Section 51-02 clearly says that no fences shall be permitted in front yards. As far as the Code reads, a gate is silent in the Code and is technically classified as a fence. We have an assortment of fences in front yards around the City, even though the Code prohibits fences in the front yard. Before moving forward with the appeal, Comm Nielsen asked that Council revisit the Code and make the necessary changes to establish a criteria design standard to allow front yard fences and gates throughout the City and clarify variances to the prohibition of front yard fences. Discussion ensued.

"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 5

Comm Sims said Council could revisit the Code at a later date as suggested by Comm Nielsen. He moved to approve the variances of 6806-6822 Seminole Drive for decorative columns with gates with the condition that the setback is set 20 feet from the road.

Comm Carugno seconded the motion for discussion.

Comm Carugno asked if the motion includes the four P&Z applications. Comm Sims said yes; he would like his move to include Appeal #2021-04-002 and #2021-04-004. He asked if 6806 Seminole is included in the motion. Mr. Kinsella said the homeowner at 6806 Seminole with different issues.

Attorney Ardaman said the Council does not have the authority to act on anything not before the Council. Unfortunately, those other applications must apply for an appeal and come back to the Council for consideration.

City Manager Francis said, since this is a De Novo hearing, and although there are only two appeals of the four, he believes the other two would be allowed the same variance and allow for uniformity with those homes along with Seminole.

Attorney Ardaman said if the Council is so inclined, Council can approve the two appeals tonight contingent upon receiving requests from the other two, or Council can table the vote. Either way, the City has a chance of being challenged on the motion for the other two properties that are not present.

The City Clerk stated that the appeal waiting period of 15-days has run out for the other two applicants, and the neighbors have not been noticed.

Comm Nielsen asked if the motion includes the conditions set by the Planning & Zoning Board. Comm Sims said no. Discussion ensued.

Mayor Fouraker asked if there was opposition to the hearings. City Manager Francis said yes, from Nancy Weinsier and Greg Gent on the hearings tonight. Mr. Gent did oppose the original hearings via email.

Comm Sims said in approving the motion for all the properties thereof; the Council saves themselves from future public hearings.

Comm Miller said he is concerned that the other parcels were not properly noticed, and there is a potential of variance and not following the appeal rights. He would like to act on the cases before us individually and then allow the other properties to apply for the appeal.

Attorney Ardaman said the Council has the authority to waive the 15-day waiting period. He recommends acting on the two applications appearing tonight.

Mayor Fouraker called for a motion to open Appeal Case #2021-04-004.

Comm Sims moved to open Public Hearing Appeal Case #2021-04-004.

Comm Carugno seconded the motion, which passed 6:2 upon roll call with Comm Shuck and Comm Nielsen, nay.

Comm Sims restated his motion to approve the variances of 6806 and 6822 Seminole Drive for decorative columns with gates with the condition that the setback is set 20 feet from the road.

Comm Carugno seconded the motion for discussion.

Comm Shuck said the P&Z Board approved 20-feet from the right-of-way and shorten the distance from the road to the gate. He shared his concerns with the short distance creating a safety concern.

Comm Partin also shared his concern with a vehicle blocking the road when pulling onto the property. Most of the columns at existing homes in the area are similar to the request. Comm Partin shared his concern with adding 6806 Seminole to the motion due to safety concerns and would prefer to keep the properties separate.

Mr. Francis said 6806 Seminole, back in 2018-19, requested a similar variance that the P&Z Board denied. At the time, it didn't seem to staff that it would be a problem. There is a guardrail by the property that protects the sidewalk. The sight distance is caused by the large oak trees that sit in the corner.

Upon roll call, the motion failed 2:5 with Comm Nielsen, Comm Partin, Comm Miller, Comm Shuck, and Comm Gold, nay.

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Comm Miller moved to approve the Appeals for 6810 and 6822 Seminole for the 20ft setback from the road, including the staff conditions on height and aesthetics with the properties.

Comm Gold seconded the motion, which passed 5:2 with Comm Nielsen and Comm Shuck, nay.

Mayor Fouraker asked if Council would like to waive the waiting period to allow the other applicants the opportunity to appeal.

Comm Miller moved to waive the 15-day waiting period for 6814 Seminole and 6820 Seminole to allow an extension to appeal within 15-days from today's date.

Comm Sims seconded the motion, which passed 6:1 with Comm Shuck, nay.

Mayor Fouraker said he believes it will be beneficial to consider Comm Nielsen's request to review the Code regarding fences in the front yard. Mr. Francis said he had the City Planner provide a summary of the variance request. He said from 2017, there were 20 applications: 16 were approved, two denied, and two continued. After discussion, the Council consensus was to have staff review the Code regarding fences and include strict street/criteria and overlays on Seminole and Hoffner.

4. Presentation

- a. Discussion with Gray Robinson (Lobbyist) on Council priorities
Chris Dawson, Shareholder at Gray Robinson, and Kathy Flory gave a presentation on the highlights of the Florida Legislation Session. Discussion ensued on Council priorities:
 - Resilience Grants – Stormwater/DEP Environmental Waste Water
 - Airport Regulation
 - Senior Citizen Outreach
 - Grant Funds for the Historical Society and preservation of historic houses

Council consensus was to schedule a workshop to discuss Council priorities for the City further. Council agreed to schedule a workshop on Tuesday, June 22 at 6:00 pm.

5. Consent Items)

- a. Approval of the May 4, 2021 meeting minutes
- b. Approval of the May 18, 2021 meeting minutes
- c. Proclamation celebrating Mark Robinson's 100th Birthday

**Comm Sims moved to approve the Consent Items as presented.
Comm Miller seconded the motion, which passed unanimously 7:0.**

6. Citizen's Comments

Mayor Fouraker called for citizen comments. There being none, he closed citizen comments.

7. Unfinished Business

- a. Ordinance 21-06 First Reading and Consideration - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING § 10-36 OF ARTICLE II OF CHAPTER 10 OF THE BELLE ISLE CITY CODE OF ORDINANCES PERTAINING TO CONDITIONS PRECEDENT TO ENFORCEMENT OFFICER'S ENTRY ONTO PRIVATE PROPERTY FOR INSPECTION OR COMPLIANCE PURPOSES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, DIRECTION TO CITY STAFF, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

City Clerk read Ordinance 21-06 by title.

**Comm Nielsen moved to approve Ordinance 21-06 to a second reading and adoption.
Comm Gold seconded the motion, which passed unanimously 7:0.**

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- b. Ordinance 21-07 First Reading and Consideration- AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING CHAPTER 34, ARTICLE II OF THE CITY CODE GOVERNING BOAT EQUIPMENT AND OPERATION; CREATING A NEW 34-39 DESIGNATING SWIM AREAS, AND ESTABLISHING A RELATED VESSEL-EXCLUSION ZONE, ON THE LAKE CONWAY CHAIN OF LAKES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, DIRECTION TO CITY STAFF, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

City Clerk read Ordinance 21-07 by title.

During a discussion at the last Council meeting, Comm Miller said Council designated 75-foot swim area, and it is not in the Ordinance. Mr. Francis said staff could change the Ordinance at the second reading, and GIS coordinates will be provided with the Council agreement.

Comm Carugno asked if Council would like to postpone adoption until further research can be done. He shared his concerns and said he does not want to exclude those residents that do not have lake access. Comm Sims agreed and said it might exclude many visitors from the enjoyment of the Lake.

Mr. Francis clarified and said if we create a swim area, all of the lakeside parks will create a vessel exclusion zone and will not allow vessels to come ashore for drop-off/pick-up. Comm Partin said it might be a good idea to designate some, and not all, city parks with a swim area. Mayor Fouraker said the swim area designation might mitigate the current issue with "uber-like" services in various locations on the Lake.

Mayor Fouraker said at the next meeting Council can review a study of the beaches that are less navigable and asked if Comm Carugno can take the lead. Based on the results researched by Comm Carugno, Council can give staff direction. Ordinance 21-07 was tabled.

8. New Business

- a. Approval of Redistricting Committee members
City Manager Francis reported that the staff had received seven applications for the Redistricting Committee. We are missing appointments from the Mayor and District 2. He would like to move forward and approve the applicants to get the maps organized before releasing the official Census Data.

Mayor Fouraker said his appointment to the Committee is Katherine Stiton.

Mr. Francis said the staff advertised for a few weeks. He asked for approval of the following Committee members: Katharine Stiton, Brandon Shaw, Meg Sharf, Charlotte Brown, Randy Holihan, Emily Wakley, Alexa Dowlen, and David Evertsen.

**Comm Sims moved to appoint the Redistricting Committee members as presented.
Comm Carugno seconded the motion, which passed unanimously 7:0.**

9. Attorney's Report – No report.

10. City Manager's Report

- a. Issues Log
Mr. Francis provided the issues log dated 6/1/ 2021.
- b. Approval of Purchases with Approved Grant
City Manager Francis presented an FDLE Grant received today for the Police Department purchases for \$49,902. He asked for Council approval on the PD/COVID residual approval purchases. Chief Houston said the grant has a specific list of equipment that could be purchased. Some of the items purchased were, i.e., trailer, Plexiglas, tents, tables, chairs, Zoom services, new microphones, and COVID-related supplies.

Mayor Fouraker asked how the items are procured. Chief Houston said she typically gets three quotes.

**Comm Sims moved to approve the request of Chief Houston to purchase items for \$49,902 to be purchased with funds received from the Florida Department of Law Enforcement grant.
Comm Gold seconded the motion.**

Comm Miller said, in the future, he would like to see a detailed list of the items being approved. Chief Houston said the list is attached to the grant paperwork for the record.

The motion passed unanimously 7:0.

c. Chief's Report

Chief Houston reported on the following,

- Chief Houston reported that the lake level is currently 84.4. If the lake level goes down to 83.5, there is a requirement to close the Perkins Boat ramp. Mayor Fouraker asked that an alert be sent in anticipation of the close.
- 14 Marine Patrol citations and eight parking tickets were issued in three days.
- The sand bar has expanded considerably due to the low water level.
- The vaccine event with Edgewood went very well, with approximately 100 participants.

11. Mayor's Report

Mayor Fouraker reported on the following,

- He thanked Randy Holihan for the City/PD use of the pontoon boat.
- CCA Graduation was held at Gaylord Palms and was very successful.
- Mayor Fouraker thanked Council and Bob Harrell for their input in reviewing the CCA Lease. He asked if the group would like to meet again on Friday, June 04, at 3:00 pm. Council agreed, City clerk to post agenda.

12. Items from Council

- Comm Gold spoke on the Roberts Rules of Order and the 2/3 rule to close a debate on any topic.
- Comm Carugno spoke positively of the PD lake presence. He shared his concerns with the safety issues on Hoffner and would like to ask Council for approval of additional officer hours.

**Comm Carugno motioned to extend the meeting an additional 15 minutes.
Comm Shuck seconded the motion, which passed unanimously 7:0.**

- Comm Nielsen said she was contacted by a resident who would like to use the Perkins ramp at night. She asked if there was a way staff can research the possibility. Mayor Fouraker said it might infringe on those surrounding residents.
City Manager Francis said he is opposed to using keys or codes. He spoke with the same resident on Friday and said he needs to come to Council and explain how he wants to go about it and propose a solution for consideration. The Code also states that City parks close at dusk. Any change would have to be made by Ordinance. Discussion ensued.

13. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 9:15 pm.

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

Friday, June 4, 2021, * 3:00 pm
MINUTES

Present was:

Nicholas Fouraker, Mayor
District 5 Commissioner – Rick Miller
District 6 Commissioner – Sue Nielson
District 1 Commissioner – Ed Gold
District 7 Commissioner – Jim Partin

Absent was:

District 2 Commissioner – Anthony Carugno
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Mike Sims

Also present were Attorney Chumley, City Manager Francis, and City Clerk Yolanda Quiceno.

1. Call to Order

Mayor Fouraker called the meeting to order at 3:00 pm.
Mayor Fouraker welcomed Bob Harrell to the discussion.

2. New Business

a. Discussion of New CCA Lease

The Council discussed Covenants of the Tenant and tenant improvements, including site plan submittal, before the contract agreement, for Planning & Zoning approval. Council discussed financial reporting following the Florida Statute and established requirements whether or not the CCA By-Laws change.

Mr. Francis will research workman comp rates and general liability requirements.

Comm Miller provided, as a reference, a yearly report from the Florida Department of Education 2019-2020 Per Pupil Expenditures by District & State. <http://www.fldoe.org/finance/fl-edu-finance-program-fefp/essa.shtml>

Mayor Fouraker said final review and changes would be sent to the City Attorney for incorporation into the final lease document and report at the next Council meeting agenda of June 15.

3. Adjournment

Mayor Fouraker adjourned the meeting at 4:30 pm.

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Range of Checking Accts: First to Last Range of Check Dates: 04/01/21 to 04/30/21
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
CHARTER		FSB CHARTER SCHOOL RENTAL ACCT					
2133	04/09/21	ROOFTOPS ROOF TOP SERVICES				04/30/21	977
21000613	1	ROOF REPAIRS CORNERSTONE CHRTR	3,812.00	201-569-00-4600	Expendi ture		1 1
				MAI NTENANCE - CHARTER SCHOOL			
21000614	1	ROOF REPAIRS CORNERSTONE CHRTR	2,390.00	201-569-00-4600	Expendi ture		2 1
				MAI NTENANCE - CHARTER SCHOOL			
21000615	1	ROOF REPAIRS CORNERSTONE CHRTR	1,680.00	201-569-00-4600	Expendi ture		3 1
				MAI NTENANCE - CHARTER SCHOOL			
			<u>7,882.00</u>				
2134	04/30/21	INTEGRAR INTEGRA REALTY RESOURCES					985
21000661	1	CHARTER RENT APPRAI SAL REMA I ND	750.00	201-569-00-3100	Expendi ture		1 1
				PROFESSIONAL SERVICES - CHARTER			

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	8,632.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	8,632.00	0.00

OPERATING	Operating Account						
10963	04/01/21	FLDORRLC FL DEPT OF REVENUE (RLC)				04/30/21	975
21000578	1	RED LIGHT CAMERAS W/E 3/26/21	2,490.00	001-900-00-0021	Expendi ture		1 1
				RED LIGHT CAMERA STATE PORTION			
10945	04/02/21	FLMUNPEN FL MUNICIPAL PENSION TRUST FND				04/30/21	969
21000552	1	PAYROLL 4/02/21	10,918.58	001-900-00-0004	Expendi ture		1 1
				RETIREMENT CONTRI BUTIONS PAYABLE			
21000552	2	PAYROLL 4/02/21	1,457.11	001-900-00-0005	Expendi ture		2 1
				457B DEFERRED COMP PAYABLE			
21000552	3	PAYROLL 4/02/21	601.52	001-900-00-0010	Expendi ture		3 1
				401A/457B RETIREMENT LOAN PAYABLE			
			<u>12,977.21</u>				
10946	04/02/21	FLSTDISB FL STATE DISBURSEMENT UNI T				04/30/21	969
21000553	1	PAYROLL 4/02/21	398.86	001-900-00-0008	Expendi ture		4 1
				CHILD SUPPORT PAYABLE			
10944	04/04/21	CARDSERV CARD SERVICES CENTER				04/30/21	967
21000549	1	CREPE MYRTLE TREES FOR ARAJO	190.00	001-541-00-4690	Expendi ture		1 1
				URBAN FORESTRY			
21000549	2	MULCH FOR ARAJO	4.44	001-541-00-4680	Expendi ture		2 1
				REPAIRS & MAI NTENANCE - ROADS			
21000549	3	DUMP TRUCK TAIL LIGHT ASSEMBLY	88.13	001-541-00-4610	Expendi ture		3 1
				REPAIRS & MAI NTENANCE - VEHI CLES & EQUI P			
21000549	4	ROTARY HAMMER REPAIR	54.99	001-541-00-4610	Expendi ture		4 1
				REPAIRS & MAI NTENANCE - VEHI CLES & EQUI P			
21000549	5	PLYWOOD/SCREWS/BOLTS	59.82	001-541-00-5200	Expendi ture		5 1
				OPERATING SUPPL IES			
21000549	6	MASONRY BIT/TAPCONS/PVC PARTS	31.56	001-541-00-4680	Expendi ture		6 1
				REPAIRS & MAI NTENANCE - ROADS			

e.

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
OPERATING		Operating Account		Continued					
10944	CARD	SERVICES CENTER		Continued					
21000549	7	SOD FOR ORANGE KNOLL	206.00	001-541-00-4680	Expenditure		7	1	
				REPAIRS & MAINTENANCE - ROADS					
21000549	8	CERTIFIED MAIL HEARING NOTICE	7.00	001-521-00-4200	Expenditure		8	1	
				POSTAGE & FREIGHT					
21000549	9	BATTERIES/EVIDENCE BAGS	41.78	001-521-00-5200	Expenditure		9	1	
				OPERATING SUPPLIES					
21000549	10	COMMUNITY DONATION ITEMS	41.94	001-521-00-4800	Expenditure		10	1	
				COMMUNITY PROMOTIONS					
21000549	11	COMMUNITY DONATION ITEMS	465.21	001-521-00-4800	Expenditure		11	1	
				COMMUNITY PROMOTIONS					
21000549	12	LARGE ENVELOPES	17.98	001-521-00-5100	Expenditure		12	1	
				OFFICE SUPPLIES					
21000549	13	PRONG FASTENERS	20.28	001-521-00-5100	Expenditure		13	1	
				OFFICE SUPPLIES					
21000549	14	PRONG COMPRESSORS	19.97	001-521-00-5100	Expenditure		14	1	
				OFFICE SUPPLIES					
21000549	15	FEB2021 MICROSOFT OFFICE SUITE	16.50	001-521-00-3100	Expenditure		15	1	
				TECHNOLOGY SUPPORT/SERVICES					
21000549	16	FEB2021 GMAIL	360.00	001-521-00-3100	Expenditure		16	1	
				TECHNOLOGY SUPPORT/SERVICES					
21000549	17	PAPER TOWELS FOR PD	58.20	001-521-00-5100	Expenditure		17	1	
				OFFICE SUPPLIES					
21000549	18	TRASH BAGS	14.24	001-521-00-5100	Expenditure		18	1	
				OFFICE SUPPLIES					
21000549	19	TASER INSTRUCTOR COURSE	375.00	104-521-00-5500	Expenditure		19	1	
				TRAINING					
21000549	20	AWARDS FOR OFFICERS	360.00	001-521-00-4800	Expenditure		20	1	
				COMMUNITY PROMOTIONS					
21000549	21	CM I CLOUD STORAGE	0.99	001-519-00-4100	Expenditure		21	1	
				COMMUNICATIONS SERVICES					
21000549	22	FEB2021 GMAIL	204.00	001-519-00-4100	Expenditure		22	1	
				COMMUNICATIONS SERVICES					
21000549	23	CM I CLOUD STORAGE	0.99	001-519-00-4100	Expenditure		23	1	
				COMMUNICATIONS SERVICES					
21000549	24	CREDIT FOR SHIPPING	14.95	001-519-00-4800	Expenditure		24	1	
				SPECIAL EVENTS					
21000549	25	BATHROOM CLEANING SUPPLIES	46.92	001-519-00-5100	Expenditure		25	1	
				OFFICE SUPPLIES					
21000549	26	AIR FRESHENER/DECOR BOA OPENHO	35.00	001-519-00-5200	Expenditure		26	1	
				OPERATING SUPPLIES					
21000549	27	MARCH2021 ZOOM SERVICE	140.00	001-519-00-4100	Expenditure		27	1	
				COMMUNICATIONS SERVICES					
21000549	28	FEB2021 PW I CLOUD STORAGE	0.99	001-541-00-4100	Expenditure		28	1	
				COMMUNICATIONS					
21000549	29	INSECT REPELLENT PUBLIC WORKS	40.00	001-541-00-5200	Expenditure		29	1	
				OPERATING SUPPLIES					
21000549	30	INSECT REPELLENT PUBLIC WORKS	15.99	001-541-00-5200	Expenditure		30	1	
				OPERATING SUPPLIES					
21000549	31	AMAZON MEMBERSHIP FEE	119.00	001-519-00-5400	Expenditure		31	1	
				BOOKS, SUBSCRIPTIONS & MEMBERSHIPS					

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
OPERATING									
10944		Operating Account		Continued					
21000549	32	CARD SERVICES CENTER		Continued					
21000549	32	IPAD MOUNT COUNCIL CHAMBERS	28.99	001-519-00-5100	Expenditure			32	1
				OFFICE SUPPLIES					
21000549	33	TOYS FOR EASTER EVENT 2021	135.95	001-519-00-4800	Expenditure			33	1
				SPECIAL EVENTS					
21000549	34	WEBSITE DOMAIN RENEWAL	15.16	001-519-00-4100	Expenditure			34	1
				COMMUNICATIONS SERVICES					
21000549	35	NOTARY TRAINING	79.00	001-513-00-4000	Expenditure			35	1
				TRAVEL & PER DIEM					
21000549	36	CANDY FOR EASTER EVENT	56.66	001-519-00-4800	Expenditure			36	1
				SPECIAL EVENTS					
21000549	37	IPAD CASE DISTRICT 5	54.98	001-511-00-5100	Expenditure			37	1
				OFFICE SUPPLIES					
21000549	38	ANNUAL GENERATOR SERVICE	450.00	001-521-00-3100	Expenditure			38	1
				TECHNOLOGY SUPPORT/SERVICES					
21000549	39	TRAINING FOR DEPUTY CHIEF	150.00	104-521-00-5500	Expenditure			39	1
				TRAINING					
			3,992.71						
10964	04/09/21	AQUATIC AQUATIC WEED CONTROL, INC.				04/30/21		976	
21000590	1	APRIL2021 WATERWAY SVC HAFFLY	100.00	103-541-00-3450	Expenditure			31	1
				LAKE CONSERVATION					
21000591	1	APRIL2021 WATERWAY SVC OUTFALL	425.00	103-541-00-3450	Expenditure			32	1
				LAKE CONSERVATION					
21000592	1	APRIL2021 BEACH RAKING SWANN/D	60.00	103-541-00-3450	Expenditure			33	1
				LAKE CONSERVATION					
21000597	1	APRIL2021 WATERWAY SVC	418.00	103-541-00-3450	Expenditure			39	1
				LAKE CONSERVATION					
			1,003.00						
10965	04/09/21	CANON FI CANON FINANCIAL SERVICES, INC.				04/30/21		976	
21000585	1	MAR2021 COPIER LEASE	176.50	001-521-00-4700	Expenditure			24	1
				PRINTING & BINDING					
21000585	2	MAR2021 COPIER LEASE	176.50	001-519-00-4700	Expenditure			25	1
				PRINTING & BINDING					
			353.00						
10966	04/09/21	CANON SO CANON SOLUTIONS AMERICA, INC.				04/30/21		976	
21000596	1	MARCH2021 COPIER USAGE PD	35.92	001-521-00-4700	Expenditure			37	1
				PRINTING & BINDING					
21000596	2	MARCH2021 COPIER USAGE CITY HA	163.94	001-519-00-4700	Expenditure			38	1
				PRINTING & BINDING					
			199.86						
10967	04/09/21	CLEARGOV CLEAR GOV INC.				04/30/21		976	
21000594	1	CLEARGOV TRANSPARENCY RENEWAL	5,665.00	001-519-00-3400	Expenditure			35	1
				CONTRACTUAL SERVICES					
10968	04/09/21	CONTROLS CONTROL SPECIALISTS				04/30/21		976	
21000598	1	MARCH2021 TRAFFIC SIGNAL MAINT	460.00	001-541-00-3400	Expenditure			40	1
				CONTRACTUAL SERVICES					



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
OPERATING Operating Account Continued							
10969	04/09/21	DRAINFIE DRAINAGE SOLUTIONS INC.				04/30/21	976
21000604	1	JET/VAC VARIOUS LOCATIONS	2,275.00	103-541-00-4600	Expendi ture		46 1
				REPAIRS & MAINTENANCE			
10970	04/09/21	ENVIRON ENVIRONMENTAL PRODUCTS OF FLOR				04/30/21	976
21000580	1	DIRT SHOES STREET SWEEPER	619.62	001-541-00-4610	Expendi ture		3 1
				REPAIRS & MAINTENANCE - VEHI CLES & EQUI P			
21000581	1	STREET SWEEPER PARTS	280.10	001-541-00-4610	Expendi ture		4 1
				REPAIRS & MAINTENANCE - VEHI CLES & EQUI P			
21000582	1	STREET SWEEPER REPAIRS	575.86	001-541-00-4610	Expendi ture		5 1
				REPAIRS & MAINTENANCE - VEHI CLES & EQUI P			
			1,475.58				
10971	04/09/21	ENVI RONM ENVIRONMENTAL RESEARCH & DESIG					976
21000605	1	WALLACE DIT CH SAMPLE ANALYSIS	156.00	103-541-00-3430	Expendi ture		47 1
				NPDES			
10972	04/09/21	FISHER FISHER PLANNING & DEVELOPMENT				04/30/21	976
21000588	1	APRI L2021 PLANNING SVC	6,250.00	001-519-00-3400	Expendi ture		29 1
				CONTRACTUAL SERVI CES			
10973	04/09/21	FLAMUN FLORI DA MUNI CIPAL INS. TRUST				04/30/21	976
21000584	1	APRI L2021 HEALTH/DENT/VIS/LI FE	10,479.29	001-900-00-0006	Expendi ture		8 1
				INSURANCE PAYABLE			
21000584	2	APRI L2021 HEALTH/DENT/VIS/LI FE	39.26	001-511-00-2312	Expendi ture		9 1
				DENTAL & VISI ON INSURANCE - DI STRI CT 2			
21000584	3	APRI L2021 HEALTH/DENT/VIS/LI FE	39.26	001-511-00-2313	Expendi ture		10 1
				DENTAL & VISI ON INSURANCE - DI STRI CT 3			
21000584	4	APRI L2021 HEALTH/DENT/VIS/LI FE	39.26	001-511-00-2315	Expendi ture		11 1
				DENTAL & VISI ON INSURANCE - DI STRI CT 5			
21000584	5	APRI L2021 HEALTH/DENT/VIS/LI FE	39.26	001-511-00-2316	Expendi ture		12 1
				DENTAL & VISI ON INSURANCE - DI STRI CT 6			
21000584	6	APRI L2021 HEALTH/DENT/VIS/LI FE	39.26	001-511-00-2317	Expendi ture		13 1
				DENTAL & VISI ON INSURANCE - DI STRI CT 7			
21000584	7	APRI L2021 HEALTH/DENT/VIS/LI FE	33.32	001-512-00-2310	Expendi ture		14 1
				DENTAL & VISI ON INSURANCE			
21000584	8	APRI L2021 HEALTH/DENT/VIS/LI FE	6,364.92	001-513-00-2300	Expendi ture		15 1
				HEALTH INSURANCE			
21000584	9	APRI L2021 HEALTH/DENT/VIS/LI FE	273.22	001-513-00-2310	Expendi ture		16 1
				DENTAL & VISI ON INSURANCE			
21000584	10	APRI L2021 HEALTH/DENT/VIS/LI FE	158.73	001-513-00-2320	Expendi ture		17 1
				LIFE INSURANCE			
21000584	11	APRI L2021 HEALTH/DENT/VIS/LI FE	18,856.05	001-521-00-2300	Expendi ture		18 1
				HEALTH INSURANCE			
21000584	12	APRI L2021 HEALTH/DENT/VIS/LI FE	615.56	001-521-00-2310	Expendi ture		19 1
				DENTAL & VISI ON INSURANCE			
21000584	13	APRI L2021 HEALTH/DENT/VIS/LI FE	572.81	001-521-00-2320	Expendi ture		20 1
				LIFE INSURANCE			
21000584	14	APRI L2021 HEALTH/DENT/VIS/LI FE	2,386.83	001-541-00-2300	Expendi ture		21 1
				HEALTH INSURANCE			
21000584	15	APRI L2021 HEALTH/DENT/VIS/LI FE	78.03	001-541-00-2310	Expendi ture		22 1
				DENTAL & VISI ON INSURANCE			

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OPERATING		Operating Account		Continued					
10973		FLORIDA MUNICIPAL INS. TRUST		Continued					
21000584	16	APRIL2021 HEALTH/DENT/VIS/LIFE	45.63	001-541-00-2320	Expenditure			23	1
				LIFE INSURANCE					
			<u>40,060.69</u>						
10974	04/09/21	FLDEPTST FLORIDA DEPARTMENT OF STATE						976	
21000610	1	ONLINE NOTARY PUBLIC YQUI CENO	10.00	001-513-00-5400	Expenditure			52	1
				BOOKS, SUBSCRIPTIONS & MEMBERSHIPS					
10975	04/09/21	HEART HEARTSPOKEN COUNSELING, INC.				04/30/21		976	
21000606	1	COUNSELING SERVICE	300.00	001-521-00-2300	Expenditure			48	1
				HEALTH INSURANCE					
10976	04/09/21	JJSWASTE JJ'S WASTE & RECYCLING LLC.				04/30/21		976	
21000579	1	BULK TRASH PICKUP 1615 IDAHO	350.00	001-519-00-4310	Expenditure			1	1
				SOLID WASTE DISPOSAL/YARDWASTE					
21000579	2	BULK TRASH PICKUP 2714 HOFFNER	350.00	001-519-00-4310	Expenditure			2	1
				SOLID WASTE DISPOSAL/YARDWASTE					
21000593	1	APRIL2021 SOLID WASTE SVC	55,414.10	001-519-00-4310	Expenditure			34	1
				SOLID WASTE DISPOSAL/YARDWASTE					
			<u>56,114.10</u>						
10977	04/09/21	MDLPV MCDIRMIT DAVIS & COMPANY, LLC.				04/30/21		976	
21000587	1	AUDIT/CAFR 9/30/20	8,500.00	001-511-00-3200	Expenditure			28	1
				AUDITING & ACCOUNTING					
10978	04/09/21	MINUTEMP MINUTEMAN PRESS				04/30/21		976	
21000599	1	BUSINESS CARDS - RMI LLER DIST5	39.00	001-511-00-4900	Expenditure			41	1
				OTHER CURRENT CHARGES					
10979	04/09/21	MUNICIP MUNICIPAL CODE CORPORATION				04/30/21		976	
21000601	1	MARCH2021 AGENDA MANAGEMENT	300.00	001-519-00-3400	Expenditure			43	1
				CONTRACTUAL SERVICES					
10980	04/09/21	OCPS ORANGE COUNTY PUBLIC SCHOOLS				04/30/21		976	
21000611	1	SCHOOL IMPACT FEES QE 3/31/21	8,784.00	001-900-00-0015	Expenditure			53	1
				DUE TO OCPS FOR SCHOOL IMPACT FEES					
10981	04/09/21	OCUSW ORANGE COUNTY SOLID WASTE				04/30/21		976	
21000595	1	MARCH2021 YARDWASTE	632.89	001-519-00-4310	Expenditure			36	1
				SOLID WASTE DISPOSAL/YARDWASTE					
10982	04/09/21	ORLUTIL ORLANDO UTILITIES COMMISSION				04/30/21		976	
21000583	1	WATER SVC 2/22-3/24/21	29.68	001-521-00-4300	Expenditure			6	1
				UTILITY/ELECTRIC/WATER					
21000583	2	WATER SVC 2/22-3/24/21	1,456.41	001-519-00-4300	Expenditure			7	1
				UTILITY/ELECTRIC/WATER					
			<u>1,486.09</u>						
10983	04/09/21	PETWASTE PET WASTE ELIMINATOR				04/30/21		976	
21000609	1	PET WASTE BAGS AND LINERS	596.99	001-541-00-4670	Expenditure			51	1
				REPAIRS & MAINTENANCE - PARKS					

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
OPERATING Operating Account Continued							
10984	04/09/21	PRINT PRINTING USA, INC.				04/30/21	976
21000602	1	COURTESY NOTICES	193.00	001-519-00-4700	Expenditure		44 1
				PRINTING & BINDING			
10985	04/09/21	PRM PUBLIC RISK MANAGEMENT OF FL				04/30/21	976
21000586	1	20/21 Q3 PROP/LIAB/WC/AUTO INS	14,995.75	001-900-00-0012	Expenditure		26 1
				DUE TO/FROM CORNERSTONE CHARTER			
21000586	2	20/21 Q3 PROP/LIAB/WC/AUTO INS	17,669.25	001-519-00-4500	Expenditure		27 1
				INSURANCE			
			32,665.00				
10986	04/09/21	SIEMENS SIEMENS MOBILITY, INC.				04/30/21	976
21000612	1	FLASHING BEACON HOFFNER/MONET	14,500.00	102-541-00-6425	Expenditure		54 1
				ROADWAY IMPROVEMENTS			
10987	04/09/21	SOUTH PI SOUTH PI NECASTLE MINI-WAREHOUS					976
21000589	1	APRIL2021 STORAGE UNIT #27	130.00	001-513-00-4900	Expenditure		30 1
				OTHER CURRENT CHARGES			
10988	04/09/21	SUPER SUPERVISOR OF ELECTIONS				04/30/21	976
21000603	1	VERIFIED CANDIDATE PETITIONS	11.10	001-511-00-3150	Expenditure		45 1
				ELECTION EXPENSE			
10989	04/09/21	TRAFFICL TRAFFIC LOGIX CORPORATION					976
21000607	1	SPEED HUMP ANCHORS 6916 SEMI NO	318.50	001-541-00-4680	Expenditure		49 1
				REPAIRS & MAINTENANCE - ROADS			
10990	04/09/21	TREETOP TREETOP PRODUCTS, INC.				04/30/21	976
21000608	1	PICNIC TABLE/BENCHES SWANN BEA	2,220.21	001-541-00-4670	Expenditure		50 1
				REPAIRS & MAINTENANCE - PARKS			
10991	04/09/21	TRIMACOU TRIMAC OUTDOOR				04/30/21	976
21000600	1	MARCH2021 LANDSCAPE MAINTENANC	2,400.00	001-541-00-3420	Expenditure		42 1
				LANDSCAPING SERVICES			
10992	04/09/21	FLDORRLC FL DEPT OF REVENUE (RLC)				04/30/21	978
21000616	1	RED LIGHT CAMERAS W/E 4/02/21	4,067.00	001-900-00-0021	Expenditure		1 1
				RED LIGHT CAMERA STATE PORTION			
10993	04/12/21	CENTERST CENTERSTATE BANK OF FLORIDA				04/30/21	979
21000617	1	CENTERSTATE 2020 BOND PAYMENT	27,417.77	001-584-00-7200	Expenditure		1 1
				BOND DEBT - INTEREST			
10994	04/13/21	TRAFFICL TRAFFIC LOGIX CORPORATION					980
21000533	1	TRAFFIC SPEED HUMP SEMI NOLE DR	3,467.01	001-541-00-4680	Expenditure		1 1
				REPAIRS & MAINTENANCE - ROADS			
10995	04/16/21	FLMUNPEN FL MUNICIPAL PENSION TRUST FND				04/30/21	981
21000619	1	PAYROLL 4/16/21	13,223.18	001-900-00-0004	Expenditure		1 1
				RETIREMENT CONTRIBUTIONS PAYABLE			
21000619	2	PAYROLL 4/16/21	1,565.35	001-900-00-0005	Expenditure		2 1
				457B DEFERRED COMP PAYABLE			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
OPERATING		Operating Account		Continued					
10995	FL MUNICIPAL PENSION TRUST FND	Continued							
21000619	3	PAYROLL 4/16/21	601.52	001-900-00-0010	Expenditure		3	1	
				401A/457B RETIREMENT LOAN PAYABLE					
			<u>15,390.05</u>						
10996	04/16/21	FLSTDISB FL STATE DISBURSEMENT UNIT				04/30/21		981	
21000620	1	PAYROLL 4/16/21	398.86	001-900-00-0008	Expenditure		4	1	
				CHILD SUPPORT PAYABLE					
11029	04/16/21	FLDORRLC FL DEPT OF REVENUE (RLC)				04/30/21		986	
21000662	1	RED LIGHT CAMERAS W/E 4/09/21	4,731.00	001-900-00-0021	Expenditure		1	1	
				RED LIGHT CAMERA STATE PORTION					
10997	04/18/21	VOYAGER VOYAGER FLEET SYSTEMS, INC.				04/30/21		982	
21000621	1	FUEL PURCHASES P/E 3/24/21	4,672.08	001-521-00-5230	Expenditure		1	1	
				FUEL EXPENSE					
21000621	2	FUEL PURCHASES P/E 3/24/21	36.57	001-519-00-5230	Expenditure		2	1	
				FUEL EXPENSE					
21000621	3	FUEL PURCHASES P/E 3/24/21	388.96	001-541-00-5230	Expenditure		3	1	
				FUEL EXPENSE					
			<u>5,097.61</u>						
11030	04/26/21	FLDORRLC FL DEPT OF REVENUE (RLC)				04/30/21		987	
21000663	1	RED LIGHT CAMERAS W/E 4/16/21	4,150.00	001-900-00-0021	Expenditure		1	1	
				RED LIGHT CAMERA STATE PORTION					
11031	04/29/21	FLDORRLC FL DEPT OF REVENUE (RLC)				04/30/21		988	
21000664	1	RED LIGHT CAMERAS W/E 4/23/21	6,640.00	001-900-00-0021	Expenditure		1	1	
				RED LIGHT CAMERA STATE PORTION					
10998	04/30/21	FLMUNPEN FL MUNICIPAL PENSION TRUST FND						983	
21000623	1	PAYROLL 4/30/21	12,116.17	001-900-00-0004	Expenditure		1	1	
				RETIREMENT CONTRIBUTIONS PAYABLE					
21000623	2	PAYROLL 4/30/21	1,515.90	001-900-00-0005	Expenditure		2	1	
				457B DEFERRED COMP PAYABLE					
21000623	3	PAYROLL 4/30/21	601.52	001-900-00-0010	Expenditure		3	1	
				401A/457B RETIREMENT LOAN PAYABLE					
			<u>14,233.59</u>						
10999	04/30/21	FLSTDISB FL STATE DISBURSEMENT UNIT				04/30/21		983	
21000624	1	PAYROLL 4/30/21	398.86	001-900-00-0008	Expenditure		4	1	
				CHILD SUPPORT PAYABLE					
11000	04/30/21	ADVANCEA ADVANCE AUTO PARTS						984	
21000638	1	BATTERY PD VEH 703	153.48	001-521-00-4610	Expenditure		31	1	
				REPAIRS AND MAINTENANCE - VEHICLES					
21000639	1	BATTERY PD VEH 303	191.99	001-521-00-4610	Expenditure		32	1	
				REPAIRS AND MAINTENANCE - VEHICLES					
21000639	2	CORE RETURN	22.00	001-521-00-4610	Expenditure		33	1	
				REPAIRS AND MAINTENANCE - VEHICLES					
			<u>323.47</u>						

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PO #	Item	Description							
OPERATING Operating Account Continued									
11001	04/30/21	ARROW LOCKSMITH, CO.					984		
21000645	1	REKEY LOCKS CITY HALL/PW	344.50	001-519-00-4600	Expenditure		39	1	
				REPAIRS & MAINTENANCE - GENERAL					
11002	04/30/21	BOBROWSKI HOLLY BOBROWSKI					984		
21000628	1	REIMB PURCHASES EASTER EVENT	94.05	001-519-00-4800	Expenditure		5	1	
				SPECIAL EVENTS					
11003	04/30/21	CANON FINANCIAL SERVICES, INC.					984		
21000654	1	APRIL2021 COPIER LEASE	176.50	001-521-00-4700	Expenditure		51	1	
				PRINTING & BINDING					
21000654	2	APRIL2021 COPIER LEASE	176.50	001-519-00-4700	Expenditure		52	1	
				PRINTING & BINDING					
			353.00						
11004	04/30/21	COVENANT CLEANING SERVICES					984		
21000634	1	APRIL2021 CLEANING SVC	216.00	001-521-00-3410	Expenditure		26	1	
				JANITORIAL SERVICES					
21000634	2	APRIL2021 CLEANING SVC	194.00	001-519-00-3410	Expenditure		27	1	
				JANITORIAL SERVICES					
			410.00						
11005	04/30/21	DOCKSNSE DOCKS N SEAWALLS, INC.					984		
21000644	1	PERKINS RAMP REPAIR	977.00	001-541-00-4675	Expenditure		38	1	
				REPAIRS & MAINTENANCE - BOAT RAMPS					
11006	04/30/21	EVERGLADES EQUIPMENT GROUP					984		
21000641	1	SOD -LANDINGS DR/HOLLOWAY PARK	170.80	001-541-00-4670	Expenditure		35	1	
				REPAIRS & MAINTENANCE - PARKS					
11007	04/30/21	FISHBACK, DOMINICK, BENNETT,					984		
21000646	1	MARCH2021 LEGAL SVC P&Z	353.50	001-519-00-3110	Expenditure		40	1	
				LEGAL SERVICES					
21000646	2	MARCH2021 LEGAL SVC COVID	67.50	001-519-00-3110	Expenditure		41	1	
				LEGAL SERVICES					
21000646	3	MARCH2021 LEGAL SVC LAKE	1,392.50	001-519-00-3110	Expenditure		42	1	
				LEGAL SERVICES					
21000646	4	MARCH2021 LEGAL SVC GENERAL	3,676.01	001-519-00-3110	Expenditure		43	1	
				LEGAL SERVICES					
21000647	1	MARCH2021 LEGAL SVC RETAINER	3,800.00	001-519-00-3110	Expenditure		44	1	
				LEGAL SERVICES					
21000648	1	MARCH2021 LEGAL SVC POLICE	135.00	001-521-00-3110	Expenditure		45	1	
				LEGAL SERVICES					
			9,424.51						
11008	04/30/21	FLAMUN FLORIDA MUNICIPAL INS. TRUST					984		
21000632	1	MAY2021 HEALTH/DENT/VIS/LIFE	10,479.29	001-900-00-0006	Expenditure		9	1	
				INSURANCE PAYABLE					
21000632	2	MAY2021 HEALTH/DENT/VIS/LIFE	39.26	001-511-00-2312	Expenditure		10	1	
				DENTAL & VISION INSURANCE - DISTRICT 2					
21000632	3	MAY2021 HEALTH/DENT/VIS/LIFE	39.26	001-511-00-2313	Expenditure		11	1	
				DENTAL & VISION INSURANCE - DISTRICT 3					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
OPERATING			Continued						
11008	FLORIDA	MUNICIPAL INS. TRUST	Continued						
21000632	4	MAY2021 HEALTH/DENT/VIS/LIFE	39.26	001-511-00-2315	Expenditure		12	1	
				DENTAL & VISION INSURANCE - DISTRICT 5					
21000632	5	MAY2021 HEALTH/DENT/VIS/LIFE	39.26	001-511-00-2316	Expenditure		13	1	
				DENTAL & VISION INSURANCE - DISTRICT 6					
21000632	6	MAY2021 HEALTH/DENT/VIS/LIFE	39.26	001-511-00-2317	Expenditure		14	1	
				DENTAL & VISION INSURANCE - DISTRICT 7					
21000632	7	MAY2021 HEALTH/DENT/VIS/LIFE	33.32	001-512-00-2310	Expenditure		15	1	
				DENTAL & VISION INSURANCE					
21000632	8	MAY2021 HEALTH/DENT/VIS/LIFE	6,364.92	001-513-00-2300	Expenditure		16	1	
				HEALTH INSURANCE					
21000632	9	MAY2021 HEALTH/DENT/VIS/LIFE	273.22	001-513-00-2310	Expenditure		17	1	
				DENTAL & VISION INSURANCE					
21000632	10	MAY2021 HEALTH/DENT/VIS/LIFE	158.73	001-513-00-2320	Expenditure		18	1	
				LIFE INSURANCE					
21000632	11	MAY2021 HEALTH/DENT/VIS/LIFE	18,856.05	001-521-00-2300	Expenditure		19	1	
				HEALTH INSURANCE					
21000632	12	MAY2021 HEALTH/DENT/VIS/LIFE	615.56	001-521-00-2310	Expenditure		20	1	
				DENTAL & VISION INSURANCE					
21000632	13	MAY2021 HEALTH/DENT/VIS/LIFE	808.77	001-521-00-2320	Expenditure		21	1	
				LIFE INSURANCE					
21000632	14	MAY2021 HEALTH/DENT/VIS/LIFE	2,386.83	001-541-00-2300	Expenditure		22	1	
				HEALTH INSURANCE					
21000632	15	MAY2021 HEALTH/DENT/VIS/LIFE	78.03	001-541-00-2310	Expenditure		23	1	
				DENTAL & VISION INSURANCE					
21000632	16	MAY2021 HEALTH/DENT/VIS/LIFE	58.11	001-541-00-2320	Expenditure		24	1	
				LIFE INSURANCE					
			40,309.13						
11009	04/30/21	GEMSEAL2 GEMSEAL					984		
21000633	1	TRAFFIC SIGNS	832.00	001-541-00-4680	Expenditure		25	1	
				REPAIRS & MAINTENANCE - ROADS					
11010	04/30/21	HARRISCI HARRIS CIVIL ENGINEERS, LLC.					984		
21000629	1	MARCH2021 ENG SVC GENERAL FUND	2,375.00	001-519-00-3120	Expenditure		6	1	
				ENGINEERING FEES					
21000630	1	MARCH2021 ENG SVC MS-4 RENEWAL	337.50	103-541-00-3120	Expenditure		7	1	
				ENGINEERING FEES					
21000631	1	MARCH2021 ENG SVC STORMWATER	3,876.67	103-541-00-3120	Expenditure		8	1	
				ENGINEERING FEES					
			6,589.17						
11011	04/30/21	HOUSTON LAURA HOUSTON					984		
21000643	1	REIMB FOR BOAT CLEANING ITEMS	52.03	001-521-00-5200	Expenditure		37	1	
				OPERATING SUPPLIES					
11012	04/30/21	IWORQ IWORQ					984		
21000659	1	ANNUAL PUBLIC WORKS SOFTWARE	6,000.00	001-541-00-3100	Expenditure		58	1	
				PROFESSIONAL SERVICES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
OPERATING Operating Account Continued									
11013	04/30/21	MATHIS MATHIS & SONS SEPTIC, LLC.							984
21000660	1	CLEANOUT STORM BASINS LANDINGS	1,895.00	103-541-00-4600	Expenditure		59	1	
				REPAIRS & MAINTENANCE					
11014	04/30/21	MINUTEMP MINUTEMAN PRESS							984
21000636	1	FALSE ALARM NOTICES	35.44	001-521-00-4700	Expenditure		29	1	
				PRINTING & BINDING					
11015	04/30/21	MUNICIPAL MUNICIPAL CODE CORPORATION							984
21000626	1	APRIL2021 AGENDA MANAGEMENT	300.00	001-519-00-3400	Expenditure		3	1	
				CONTRACTUAL SERVICES					
11016	04/30/21	OCSODISP ORANGE COUNTY SHERIFF'S OFFICE							984
21000652	1	DISPATCH SVC 1/1-3/31/21	10,818.90	001-521-00-4110	Expenditure		49	1	
				DISPATCH SERVICE					
11017	04/30/21	ORLSENT ORLANDO SENTINEL							984
21000655	1	MARCH2021 ADVERTISEMENTS	245.00	001-513-00-4910	Expenditure		53	1	
				LEGAL ADVERTISING					
21000655	2	MARCH2021 ADVERTISEMENTS	316.25	001-519-00-4910	Expenditure		54	1	
				LEGAL ADVERTISING					
			561.25						
11018	04/30/21	ORLUTIL ORLANDO UTILITIES COMMISSION							984
21000625	1	WATER SVC 3/24-4/23/21	31.12	001-521-00-4300	Expenditure		1	1	
				UTILITY/ELECTRIC/WATER					
21000625	2	WATER SVC 3/24-4/23/21	1,038.56	001-519-00-4300	Expenditure		2	1	
				UTILITY/ELECTRIC/WATER					
			1,069.68						
11019	04/30/21	PACE PACE ELECTRIC, INC.							984
21000640	1	NELA BRIDGE POWER PANEL SVC	221.91	001-541-00-4600	Expenditure		34	1	
				REPAIRS & MAINTENANCE - GENERAL					
11020	04/30/21	PI NEWOMA PINE CASTLE WOMAN'S CLUB							984
21000651	1	MEMBERSHIP FOR CHIEF HOUSTON	45.00	001-521-00-5400	Expenditure		48	1	
				BOOKS, SUBSCRIPTIONS & MEMBERSHIPS					
11021	04/30/21	PPP PROFESSIONAL PAVEMENT PRODUCTS							984
21000642	1	STOP SIGN POST ALERTS	140.70	001-541-00-4680	Expenditure		36	1	
				REPAIRS & MAINTENANCE - ROADS					
11022	04/30/21	PUBLICSA PUBLIC SAFETY SUPPLY, LLC.							984
21000658	1	GRAPHICS FOR CODE ENF VEH	245.00	001-513-00-4610	Expenditure		57	1	
				REPAIRS & MAINTENANCE - VEHICLES					
11023	04/30/21	RBT RELIABLE BUSINESS TECHNOLOGIES							984
21000637	1	MARCH2021 PD IT SUPPORT	950.00	001-521-00-3100	Expenditure		30	1	
				TECHNOLOGY SUPPORT/SERVICES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
OPERATING		Operating Account		Continued					
11024	04/30/21	RIKERSAU RIKERS AUTOMOTIVE & TIRE, LLC.							984
21000653	1	OIL CHANGE PW TRUCK	72.62	001-541-00-4610	Expendi ture			50	1
				REPAIRS & MAINTENANCE - VEHI CLES & EQUIP					
11025	04/30/21	SLOANSAU SLOAN' S AUTOMOTIVE							984
21000635	1	OIL CHANGE PD VEH 404	76.08	001-521-00-4610	Expendi ture			28	1
				REPAIRS AND MAINTENANCE - VEHI CLES					
21000649	1	REPAIRS PD VEH 707	269.28	001-521-00-4610	Expendi ture			46	1
				REPAIRS AND MAINTENANCE - VEHI CLES					
21000650	1	OIL CHANGE PD VEH 701	84.39	001-521-00-4610	Expendi ture			47	1
				REPAIRS AND MAINTENANCE - VEHI CLES					
			429.75						
11026	04/30/21	TRIMACOU TRIMAC OUTDOOR							984
21000627	1	IRRI GATION REPAIRS TRIMBLE PAR	815.00	001-541-00-3420	Expendi ture			4	1
				LANDSCAPI NG SERVI CES					
11027	04/30/21	UCARTIT U CART IT CONCRETE, LLC.							984
21000657	1	PEA ROCK GIBSON DR/PERKINS RD	465.00	001-541-00-4680	Expendi ture			56	1
				REPAIRS & MAINTENANCE - ROADS					
11028	04/30/21	UNI VERSA UNI VERSAL ENGINEERING SCIENCE							984
21000656	1	MARCH2021 BUI LDI NG PERMI TS	9,941.20	001-519-00-3405	Expendi ture			55	1
				BUI LDI NG PERMI TS					
11035	04/30/21	BRIGHTHO SPECTRUM				04/30/21			991
21000669	1	PD PHONE SVC 4/16-5/15/21	597.32	001-521-00-4100	Expendi ture			4	1
				COMMUNI CATIONS SERVI CES					
21000670	1	CITY HALL PHONE SVC 4/18-5/17//	568.51	001-519-00-4100	Expendi ture			5	1
				COMMUNI CATIONS SERVI CES					
21000671	1	PW INTERNET SVC 4/16-5/15/21	74.98	001-541-00-4100	Expendi ture			6	1
				COMMUNI CATIONS					
21000672	1	CITY HALL CABLE SVC 4/3-5/2/21	24.00	001-519-00-4100	Expendi ture			7	1
				COMMUNI CATIONS SERVI CES					
			1,264.81						
11036	04/30/21	COLONIAL COLONIAL LIFE INSURANCE				04/30/21			991
21000678	1	APRI L2021 OPTIONAL INS	695.64	001-900-00-0006	Expendi ture			15	1
				INSURANCE PAYABLE					
11037	04/30/21	DUKEENER DUKE ENERGY				04/30/21			991
21000673	1	MARCH2021 ELECTRIC SVC	247.51	001-519-00-4300	Expendi ture			8	1
				UTI LI TY/ELECTRI C/WATER					
21000673	2	MARCH2021 ELECTRIC SVC	248.33	001-521-00-4300	Expendi ture			9	1
				UTI LI TY/ELECTRI C/WATER					
21000673	3	MARCH2021 ELECTRIC SVC	7,917.45	001-541-00-4300	Expendi ture			10	1
				UTI LI TY/ELECTRI C/WATER					
			8,413.29						
11038	04/30/21	FLAUEMP FLORI DA UNEMPLOYMENT COMP FUND				04/30/21			991
21000679	1	REEMPLOYMENT P/E 12/31/20	944.88	001-541-00-1200	Expendi ture			16	1
				REGULAR SALARIES & WAGES					



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
OPERATING Operating Account Continued									
11038	FLORIDA	UNEMPLOYMENT COMP FUND	Continued						
21000679	2	REEMPLOYMENT P/E 12/31/20	280.00	001-521-00-1210	Expenditure			17	1
				REGULAR SALARIES & WAGES -	CROSSING GUAR				
			<u>1,224.88</u>						
11039	04/30/21	GUARDIA GUARDIAN INSURANCE				04/30/21		991	
21000668	1	APRIL2021 DISABILITY INS	432.28	001-513-00-2330	Expenditure			1	1
				DISABILITY INSURANCE					
21000668	2	APRIL2021 DISABILITY INS	160.07	001-541-00-2330	Expenditure			2	1
				DISABILITY INSURANCE					
21000668	3	APRIL2021 DISABILITY INS	1,536.58	001-521-00-2330	Expenditure			3	1
				DISABILITY INSURANCE					
			<u>2,128.93</u>						
11040	04/30/21	HOME HOME DEPOT CREDIT SERVICES				04/30/21		991	
21000680	1	CONCRETE/TI TUE/TRASH PU STICK	124.16	001-541-00-5200	Expenditure			18	1
				OPERATING SUPPLIES					
21000680	2	CONCRETE/SAND BAGS PERKINS BOA	51.67	001-541-00-4675	Expenditure			19	1
				REPAIRS & MAINTENANCE -	BOAT RAMPS				
21000680	3	WOOD/SPRAY PAINT CANS	51.66	001-541-00-5200	Expenditure			20	1
				OPERATING SUPPLIES					
			<u>227.49</u>						
11041	04/30/21	OCUWATER ORANGE COUNTY UTILITIES - WATE				04/30/21		991	
21000677	1	WATER SVC MONTMART 3/13-4/14/2	23.36	001-541-00-4300	Expenditure			14	1
				UTILITY/ELECTRIC/WATER					
11042	04/30/21	OFFDEP OFFICE DEPOT CREDIT PLAN				04/30/21		991	
21000681	1	PAPER/TONER/SCISSORS/PENCILS	227.18	001-519-00-5100	Expenditure			21	1
				OFFICE SUPPLIES					
21000681	2	NAME PLATE COUNCIL DISTRICT5	13.59	001-511-00-5200	Expenditure			22	1
				OPERATING SUPPLIES					
			<u>240.77</u>						
11043	04/30/21	PREPAID LEGALSHIELD				04/30/21		991	
21000675	1	APRIL2021 PREPAID LEGAL INS	51.80	001-900-00-0007	Expenditure			12	1
				PRE-PAID LEGAL PAYABLE					
11044	04/30/21	SHREDIT SHRED-IT USA LLC				04/30/21		991	
21000674	1	SHREDDING SVC 4/02/21	83.75	001-519-00-4700	Expenditure			11	1
				PRINTING & BINDING					
11045	04/30/21	ZEPHYRHI READYREFRESH BY NESTLE				04/30/21		991	
21000676	1	WATER DELIVERY 3/10/21	20.94	001-519-00-4900	Expenditure			13	1
				OTHER CURRENT CHARGES					

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	83	0	401,211.31	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	83	0	401,211.31	0.00

Check #	Check Date	Vendor	Amount Paid	Charge Account	Reconciled/Void	Ref Num
PO #	Item	Description			Account Type	Contract Ref Seq Acct
OPERATING		Operating Account	Continued			
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks:	85	0	409,843.31	0.00
		Direct Deposit:	0	0	0.00	0.00
		Total:	85	0	409,843.31	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	1-001	376,643.14	0.00	0.00	376,643.14
TRANSPORTATION IMPACT FEE FUND	1-102	14,500.00	0.00	0.00	14,500.00
STORMWATER FUND	1-103	9,543.17	0.00	0.00	9,543.17
LAW ENFORCEMENT EDUCATION FUND	1-104	525.00	0.00	0.00	525.00
CHARTER SCHOOL DEBT SERVICE FUND	1-201	8,632.00	0.00	0.00	8,632.00
Total Of All Funds:		<u>409,843.31</u>	<u>0.00</u>	<u>0.00</u>	<u>409,843.31</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	376,643.14	0.00	0.00	376,643.14
TRANSPORTATION IMPACT FEE FUND	102	14,500.00	0.00	0.00	14,500.00
STORMWATER FUND	103	9,543.17	0.00	0.00	9,543.17
LAW ENFORCEMENT EDUCATION FUND	104	525.00	0.00	0.00	525.00
CHARTER SCHOOL DEBT SERVICE FUND	201	8,632.00	0.00	0.00	8,632.00
Total Of All Funds:		<u>409,843.31</u>	<u>0.00</u>	<u>0.00</u>	<u>409,843.31</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	1-001	376,643.14	0.00	0.00	0.00	376,643.14
TRANSPORTATION IMPACT FEE FUND	1-102	14,500.00	0.00	0.00	0.00	14,500.00
STORMWATER FUND	1-103	9,543.17	0.00	0.00	0.00	9,543.17
LAW ENFORCEMENT EDUCATION FUND	1-104	525.00	0.00	0.00	0.00	525.00
CHARTER SCHOOL DEBT SERVICE FUND	1-201	8,632.00	0.00	0.00	0.00	8,632.00
Total Of All Funds:		409,843.31	0.00	0.00	0.00	409,843.31

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Revenue Account Range: First to Last Include Non-Anticipated: Yes Year To Date As Of: 04/30/21
 Expend Account Range: First to Last Include Non-Budget: No Current Period: 04/01/21 to 04/30/21
 Print Zero YTD Activity: No Prior Year: 04/01/20 to 04/30/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-311-100	AD VALOREM TAX	127,316.92	3,524,598.00	242,307.90	3,205,185.28	0.00	319,412.72-	91
001-312-410	LOCAL OPTION GAS TAX	17,555.54	209,000.00	16,069.86	102,104.80	0.00	106,895.20-	49
001-314-100	UTILITY SERVICE TAX - ELECTRICITY	13,642.78	0.00	0.00	20,454.67	0.00	20,454.67	0
001-314-800	UTILITY SERVICE TAX - PROPANE	820.41	5,000.00	476.14	3,933.32	0.00	1,066.68-	79
001-315-000	COMMUNICATIONS SERVICES TAXES	16,181.70	191,000.00	14,854.00	96,572.11	0.00	94,427.89-	51
001-316-000	LOCAL BUSINESS TAX - OCCUPATIONAL LICENS	67.21	12,000.00	182.71	4,894.24	0.00	7,105.76-	41
001-322-000	BUILDING PERMITS	20,632.49	125,000.00	17,582.65	78,267.34	0.00	46,732.66-	63
001-323-100	FRANCHISE FEES - ELECTRICITY	0.00	200,000.00	17,339.42	144,620.88	0.00	55,379.12-	72
001-323-700	FRANCHISE FEE - SOLID WASTE	0.00	50,000.00	6,583.13	41,254.26	0.00	8,745.74-	83
001-329-000	ZONING FEES	3,125.00	20,000.00	5,280.00	18,711.95	0.00	1,288.05-	94
001-329-100	PERMITS - GARAGE SALE	3.00	200.00	8.00	39.00	0.00	161.00-	20
001-329-130	BOAT RAMPS - DECAL AND REG	0.00	1,800.00	25.00	265.00	0.00	1,535.00-	15
001-329-900	TREE REMOVAL	0.00	3,000.00	25.00	150.00	0.00	2,850.00-	5
001-331-100	FEMA REIMBURSEMENT - FEDERAL	3,801.78-	0.00	0.00	5,396.38	0.00	5,396.38	0
001-331-110	FEMA REIMBURSEMENT - STATE	0.00	0.00	0.00	299.80	0.00	299.80	0
001-331-130	CARES ACT REIMBURSEMENT	0.00	19,208.00	0.00	19,208.36	0.00	0.36	100
001-334-560	FDLE JAG GRANT	0.00	10,000.00	1,000.00	11,000.00	0.00	1,000.00	110
001-334-565	FDLE CESF FUNDING	0.00	50,000.00	0.00	50,000.00	0.00	0.00	100
001-335-120	STATE SHARED REVENUE	27,957.52	335,000.00	26,502.43	185,517.01	0.00	149,482.99-	55
001-335-150	ALCOHOLIC BEVERAGE LICENSE TAX	0.00	0.00	0.00	97.89	0.00	97.89	0
001-335-180	HALF-CENT SALES TAX	94,292.25	1,050,000.00	78,043.42	442,502.58	0.00	607,497.42-	42
001-337-200	SRO - CHARTER CONTRIBUTION	0.00	69,460.00	0.00	0.00	0.00	69,460.00-	0
001-341-900	QUALIFYING FEES	0.00	0.00	0.00	70.00	0.00	70.00	0
001-343-410	SOLID WASTE FEES - RESIDENTIAL	16,101.87	633,161.00	43,470.69	592,334.82	0.00	40,826.18-	94
001-347-400	SPECIAL EVENTS	0.00	5,000.00	0.00	128.00	0.00	4,872.00-	3
001-351-100	JUDGEMENT & FINES - MOVING VIOLATIONS	1,219.66	20,000.00	2,830.87	11,918.02	0.00	8,081.98-	60
001-351-110	RED LIGHT CAMERAS	0.00	150,000.00	23,850.00	33,075.00	0.00	116,925.00-	22
001-354-000	JUDGEMENT & FINES - LOCAL ORDINANCE VIOL	0.00	5,000.00	0.00	310.00	0.00	4,690.00-	6
001-359-000	JUDGEMENT & FINES - PARKING VIOLATIONS	150.00	7,500.00	450.00	3,235.00	0.00	4,265.00-	43
001-359-200	INVESTIGATIVE COST REIMBURSEMENT	109.24	0.00	0.00	1,390.73	0.00	1,390.73	0
001-361-100	INTEREST - GENERAL FUND	196.23	1,000.00	54.63	650.80	0.00	349.20-	65
001-362-000	RENTAL LICENSES	100.00	18,000.00	50.00	300.00	0.00	17,700.00-	2
001-364-000	DISPOSITION OF FIXED ASSETS	0.00	36,120.00	0.00	36,120.16	0.00	0.16	100
001-366-000	CONTRIBUTIONS & DONATIONS	0.00	1,000.00	500.00	1,000.00	0.00	0.00	100
001-366-200	GRANT- COMMITTEE OF 100 OF ORANGE COUNTY	38,895.00	0.00	0.00	0.00	0.00	0.00	0
001-369-900	OTHER MISCELLANEOUS REVENUE	746.61	12,122.00	882.15	13,412.50	0.00	1,290.50	111

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
001-369-905	POLICE OFF-DUTY DETAIL REIMBURSEMENTS	1,772.31	6,980.00	1,743.93	8,337.04	0.00	1,357.04	119
001-369-906	POLICE MARINE PATROL REIMBURSEMENTS	0.00	20,000.00	1,764.84	9,721.56	0.00	10,278.44-	49
001-389-200	UNDESIGNATED RESERVE	0.00	2,376,482.00	0.00	0.00	0.00	2,376,482.00-	0
	GENERAL FUND Revenue Total	377,083.96	9,167,631.00	501,876.77	5,142,478.50	0.00	4,025,152.50-	55

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
001-511-00-0000	LEGISLATIVE	0.00	0.00	0.00	0.00	0.00	0.00	0
001-511-00-2311	DENTAL & VISION INSURANCE - DISTRICT 1	0.00	500.00	0.00	0.00	0.00	500.00	0
001-511-00-2312	DENTAL & VISION INSURANCE - DISTRICT 2	78.12	500.00	78.52	314.08	0.00	185.92	63
001-511-00-2313	DENTAL & VISION INSURANCE - DISTRICT 3	78.12	500.00	78.52	314.08	0.00	185.92	63
001-511-00-2314	DENTAL & VISION INSURANCE - DISTRICT 4	0.00	500.00	0.00	0.00	0.00	500.00	0
001-511-00-2315	DENTAL & VISION INSURANCE - DISTRICT 5	78.12	500.00	78.52	314.08	0.00	185.92	63
001-511-00-2316	DENTAL & VISION INSURANCE - DISTRICT 6	78.12	500.00	78.52	314.08	0.00	185.92	63
001-511-00-2317	DENTAL & VISION INSURANCE - DISTRICT 7	78.12	500.00	78.52	314.08	0.00	185.92	63
001-511-00-3150	ELECTION EXPENSE	14.90	1,500.00	0.00	1,552.26	0.00	52.26-	103
001-511-00-3200	AUDITING & ACCOUNTING	460.00	24,000.00	0.00	23,500.00	0.00	500.00	98
001-511-00-4001	TRAVEL & PER DIEM - DISTRICT 1	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4002	TRAVEL & PER DIEM - DISTRICT 2	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4003	TRAVEL & PER DIEM - DISTRICT 3	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4004	TRAVEL & PER DIEM - DISTRICT 4	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4005	TRAVEL & PER DIEM - DISTRICT 5	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4006	TRAVEL & PER DIEM - DISTRICT 6	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4007	TRAVEL & PER DIEM - DISTRICT 7	0.00	250.00	0.00	0.00	0.00	250.00	0
001-511-00-4100	COMMUNICATIONS - TELEPHONE	619.36	7,500.00	0.00	3,688.30	0.00	3,811.70	49
001-511-00-4900	OTHER CURRENT CHARGES	0.00	250.00	0.00	39.00	0.00	211.00	16
001-511-00-5100	OFFICE SUPPLIES	484.93	500.00	0.00	54.98	0.00	445.02	11
001-511-00-5200	OPERATING SUPPLIES	0.00	100.00	13.59	13.59	0.00	86.41	14
001-511-00-5401	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 1	0.00	200.00	0.00	190.23	0.00	9.77	95
001-511-00-5402	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 2	0.00	200.00	0.00	190.23	0.00	9.77	95
001-511-00-5403	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 3	0.00	200.00	0.00	190.22	0.00	9.78	95
001-511-00-5404	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 4	0.00	200.00	0.00	190.22	0.00	9.78	95
001-511-00-5405	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 5	0.00	200.00	0.00	190.22	0.00	9.78	95
001-511-00-5406	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 6	0.00	200.00	0.00	190.22	0.00	9.78	95
001-511-00-5407	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS- DIS 7	0.00	200.00	0.00	190.22	0.00	9.78	95
001-512-00-0000	EXECUTIVE MAYOR	0.00	0.00	0.00	0.00	0.00	0.00	0
001-512-00-2310	DENTAL & VISION INSURANCE	66.24	500.00	66.64	266.56	0.00	233.44	53
001-512-00-4000	TRAVEL & PER DIEM	0.00	250.00	0.00	0.00	0.00	250.00	0
001-512-00-4100	COMMUNICATIONS - TELEPHONE	88.48	1,100.00	0.00	525.60	0.00	574.40	48

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Bal ance	% Expd
001-512-00-4900	OTHER CURRENT CHARGES	0.00	200.00	0.00	97.47	0.00	102.53	49
001-512-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIP	0.00	500.00	0.00	540.22	0.00	40.22-	108
001-513-00-0000	FINANCE ADMIN & PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0
001-513-00-1200	REGULAR SALARIES & WAGES	13,185.05-	309,000.00	63,029.83	256,551.56	0.00	52,448.44	83
001-513-00-1250	VEHICLE ALLOWANCE - CITY MANAGER	584.52	8,400.00	969.24	5,138.46	0.00	3,261.54	61
001-513-00-1400	OVERTIME PAY	69.59	500.00	0.00	0.00	0.00	500.00	0
001-513-00-2100	FICA/MEDICARE TAXES	1,134.27-	24,320.00	4,604.82	17,783.27	0.00	6,536.73	73
001-513-00-2200	RETIREMENT CONTRIBUTIONS	1,714.06-	40,170.00	8,824.19	37,773.38	0.00	2,396.62	94
001-513-00-2300	HEALTH INSURANCE	6,240.11	70,000.00	12,729.84	50,919.36	0.00	19,080.64	73
001-513-00-2310	DENTAL & VISION INSURANCE	352.91	3,500.00	546.44	2,185.76	0.00	1,314.24	62
001-513-00-2320	LIFE INSURANCE	88.29	1,500.00	317.46	1,269.84	0.00	230.16	85
001-513-00-2330	DISABILITY INSURANCE	84.89-	4,500.00	432.28	3,025.96	0.00	1,474.04	67
001-513-00-3100	PROFESSIONAL SERVICES	255.00	15,000.00	0.00	12,498.65	0.00	2,501.35	83
001-513-00-4000	TRAVEL & PER DIEM	0.00	500.00	0.00	678.00	0.00	178.00-	136
001-513-00-4600	REPAIRS & MAINTENANCE - GENERAL	0.00	500.00	0.00	0.00	0.00	500.00	0
001-513-00-4610	REPAIRS & MAINTENANCE - VEHICLES	118.75	2,622.00	245.00	2,367.69	0.00	254.31	90
001-513-00-4700	PRINTING & BINDING	0.00	500.00	0.00	287.00	0.00	213.00	57
001-513-00-4710	CODIFICATION EXPENSES	1,909.06	3,500.00	0.00	1,175.00	0.00	2,325.00	34
001-513-00-4900	OTHER CURRENT CHARGES	268.86	2,000.00	130.00	910.00	0.00	1,090.00	46
001-513-00-4910	LEGAL ADVERTISING	0.00	2,000.00	0.00	1,103.76	0.00	896.24	55
001-513-00-5200	OPERATING SUPPLIES	0.00	500.00	0.00	72.97	0.00	427.03	15
001-513-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIP	0.00	4,200.00	0.00	3,339.37	0.00	860.63	80
001-519-00-0000	GENERAL GOVERNMENT	0.00	0.00	0.00	0.00	0.00	0.00	0
001-519-00-3100	OTHER PROFESSIONAL SERVICES	0.00	5,500.00	0.00	4,500.00	0.00	1,000.00	82
001-519-00-3110	LEGAL SERVICES	9,536.53	115,000.00	6,319.01	74,304.43	0.00	40,695.57	65
001-519-00-3120	ENGINEERING FEES	7,221.92	45,000.00	0.00	15,470.03	0.00	29,529.97	34
001-519-00-3130	ANNEXATION FEES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
001-519-00-3400	CONTRACTUAL SERVICES	14,067.23	75,000.00	12,215.00	53,770.00	0.00	21,230.00	72
001-519-00-3405	BUILDING PERMITS	7,893.60	100,000.00	0.00	47,919.76	0.00	52,080.24	48
001-519-00-3410	JANITORIAL SERVICES	234.00	3,000.00	194.00	1,314.00	0.00	1,686.00	44
001-519-00-3415	WEBSITE/SOCIAL MEDIA	0.00	4,500.00	0.00	2,388.00	0.00	2,112.00	53
001-519-00-3440	FIRE PROTECTION	0.00	1,675,679.00	0.00	837,839.31	0.00	837,839.69	50
001-519-00-4100	COMMUNICATIONS SERVICES	1,491.47	12,500.00	592.51	7,586.99	0.00	4,913.01	61
001-519-00-4200	FREIGHT & POSTAGE	0.00	7,000.00	0.00	928.17	0.00	6,071.83	13
001-519-00-4300	UTILITY/ELECTRIC/WATER	2,694.43	10,000.00	1,038.56	10,278.25	0.00	278.25-	103
001-519-00-4310	SOLID WASTE DISPOSAL/YARDWASTE	52,485.01	666,486.00	56,746.99	390,378.91	0.00	276,107.09	59
001-519-00-4500	INSURANCE	13,434.25	120,000.00	17,669.25	57,903.75	0.00	62,096.25	48
001-519-00-4600	REPAIRS & MAINTENANCE - GENERAL	0.00	5,000.00	344.50	4,991.03	0.00	8.97	100
001-519-00-4700	PRINTING & BINDING	196.36	7,500.00	710.09	3,137.87	0.00	4,362.13	42
001-519-00-4800	SPECIAL EVENTS	0.00	12,000.00	94.05	3,132.17	0.00	8,867.83	26

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Statement of Revenue and Expenditures

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Bal ance	% Expd
001-519-00-4900	OTHER CURRENT CHARGES	1,130.00	5,000.00	0.00	4,775.76	0.00	224.24	96
001-519-00-4905	NON AD VALOREM ASSESSMENT FEE	0.00	3,430.00	0.00	3,430.00	0.00	0.00	100
001-519-00-4906	GEOGRAPHIC INFORMATION SYSTEM INTERLOCAL	0.00	2,300.00	0.00	2,240.00	0.00	60.00	97
001-519-00-4910	LEGAL ADVERTISING	323.75	5,000.00	1,263.76	3,863.77	0.00	1,136.23	77
001-519-00-5100	OFFICE SUPPLIES	954.77	8,000.00	227.18	3,701.38	0.00	4,298.62	46
001-519-00-5200	OPERATING SUPPLIES	0.00	2,000.00	0.00	35.00	0.00	1,965.00	2
001-519-00-5230	FUEL EXPENSE	22.53	500.00	0.00	145.21	0.00	354.79	29
001-519-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	100.00	1,100.00	0.00	638.00	0.00	462.00	58
001-519-00-8300	CONTRIBUTIONS & DONATIONS	0.00	600.00	0.00	600.00	0.00	0.00	100
001-519-00-8310	NEIGHBORHOOD GRANT PROGRAM	0.00	35,000.00	0.00	18,467.93	0.00	16,532.07	53
001-521-00-0000	POLICE	0.00	0.00	0.00	0.00	0.00	0.00	0
001-521-00-1200	REGULAR SALARIES & WAGES	62,130.78	1,201,000.00	141,534.57	722,361.62	0.00	478,638.38	60
001-521-00-1210	REGULAR SALARIES & WAGES - CROSSING GUAR	5,400.00	47,000.00	4,537.51	22,433.03	0.00	24,566.97	48
001-521-00-1215	HOLIDAY PAY	0.00	20,000.00	0.00	13,022.68	0.00	6,977.32	65
001-521-00-1220	LONGEVITY PAY	0.00	4,500.00	0.00	0.00	0.00	4,500.00	0
001-521-00-1400	OVERTIME PAY	160.74	15,000.00	2,101.10	8,693.19	0.00	6,306.81	58
001-521-00-1500	INCENTIVE PAY	913.80	15,000.00	1,412.25	7,532.00	0.00	7,468.00	50
001-521-00-1505	POLICE OFF-DUTY DETAIL PAY	1,606.61	6,435.00	2,295.00	8,055.00	0.00	1,620.00	125
001-521-00-1506	POLICE LAKE CONWAY MARINE PATROL PAY	400.00	15,000.00	1,400.00	5,325.00	0.00	9,675.00	36
001-521-00-1519	HAZARD PAY - COVID19	15,300.00	0.00	0.00	0.00	0.00	0.00	0
001-521-00-1520	SPECIAL ASSIGNMENT PAY	466.66	11,000.00	710.00	2,929.00	0.00	8,071.00	27
001-521-00-2100	FICA/MEDICARE TAXES	6,293.29	101,630.00	11,216.88	57,398.63	0.00	44,231.37	56
001-521-00-2200	RETIREMENT CONTRIBUTIONS	10,166.55	207,000.00	24,326.90	132,858.97	0.00	74,141.03	64
001-521-00-2300	HEALTH INSURANCE	28,959.74	242,000.00	37,712.10	151,148.40	0.00	90,851.60	62
001-521-00-2310	DENTAL & VISION INSURANCE	1,060.12	7,700.00	1,231.12	4,924.48	0.00	2,775.52	64
001-521-00-2320	LIFE INSURANCE	702.26	5,850.00	1,381.58	3,895.24	0.00	1,954.76	67
001-521-00-2330	DISABILITY INSURANCE	1,093.92	21,000.00	1,536.58	10,756.06	0.00	10,243.94	51
001-521-00-3100	TECHNOLOGY SUPPORT/SERVICES	1,399.79	24,000.00	950.00	11,598.94	0.00	12,401.06	48
001-521-00-3110	LEGAL SERVICES	387.75	8,000.00	315.00	1,655.00	0.00	6,345.00	21
001-521-00-3120	PRE-EMPLOYMENT EXPENSE	450.00	1,000.00	0.00	0.00	0.00	1,000.00	0
001-521-00-3405	RED LIGHT CAMERA FEES	0.00	112,000.00	23,850.00	33,075.00	0.00	78,925.00	30
001-521-00-3410	JANITORIAL SERVICES	126.00	1,600.00	216.00	1,346.00	0.00	254.00	84
001-521-00-4000	TRAVEL & PER DIEM	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
001-521-00-4100	COMMUNICATIONS SERVICES	1,980.25	20,000.00	597.32	12,233.49	0.00	7,766.51	61
001-521-00-4110	DISPATCH SERVICE	0.00	73,000.00	10,818.90	21,637.80	0.00	51,362.20	30
001-521-00-4200	POSTAGE & FREIGHT	255.10	500.00	0.00	63.90	0.00	436.10	13
001-521-00-4300	UTILITY/ELECTRIC/WATER	348.90	3,500.00	31.12	1,685.71	0.00	1,814.29	48
001-521-00-4600	REPAIRS & MAINTENANCE - GENERAL	0.00	2,000.00	0.00	762.65	0.00	1,237.35	38
001-521-00-4610	REPAIRS AND MAINTENANCE - VEHICLES	4,087.29	25,000.00	732.44	15,479.33	0.00	9,520.67	62
001-521-00-4620	REPAIRS & MAINTENANCE - RADAR GUNS	1,010.00	3,000.00	600.00	1,325.00	0.00	1,675.00	44

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Bal ance	% Expd
001-521-00-4700	PRINTING & BINDING	255.10	2,000.00	216.10	2,012.26	0.00	12.26-	101
001-521-00-4800	COMMUNITY PROMOTIONS	0.00	2,000.00	0.00	890.14	0.00	1,109.86	45
001-521-00-4900	OTHER CURRENT CHARGES	1,610.00	3,000.00	0.00	210.84	0.00	2,789.16	7
001-521-00-4910	LEGAL ADVERTISING	0.00	250.00	0.00	0.00	0.00	250.00	0
001-521-00-4920	MARINE EXPENSES	293.90	3,000.00	0.00	2,584.47	0.00	415.53	86
001-521-00-5100	OFFICE SUPPLIES	107.96	3,000.00	0.00	269.84	0.00	2,730.16	9
001-521-00-5200	OPERATING SUPPLIES	287.96	5,000.00	133.83	6,473.22	0.00	1,473.22-	129
001-521-00-5205	COMPUTER AND SOFTWARE	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
001-521-00-5210	UNIFORMS	404.02	6,000.00	0.00	2,826.25	0.00	3,173.75	47
001-521-00-5230	FUEL EXPENSE	2,507.22	40,000.00	1,140.00-	17,765.12	0.00	22,234.88	44
001-521-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	0.00	800.00	45.00	45.00	0.00	755.00	6
001-521-00-5500	TRAINING - POLICE	0.00	1,500.00	0.00	474.00	0.00	1,026.00	32
001-521-00-6400	CIP - EQUIPMENT	10,252.31	0.00	0.00	950.00	0.00	950.00-	0
001-521-00-6417	VEHICLES - LEASE PURCHASE & REG	52,038.00	136,120.00	0.00	0.00	0.00	136,120.00	0
001-521-00-6418	CIP - EQUIPMENT - VESSELS	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0
001-541-00-0000	PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00	0.00	0
001-541-00-1200	REGULAR SALARIES & WAGES	12,144.10-	69,050.00	22,191.76	78,483.91	0.00	9,433.91-	114
001-541-00-1400	OVERTIME PAY	0.00	500.00	0.00	0.00	0.00	500.00	0
001-541-00-2100	FICA/MEDICARE TAXES	937.47-	5,321.00	1,684.98	5,800.56	0.00	479.56-	109
001-541-00-2200	RETIREMENT CONTRIBUTIONS	1,578.74-	9,000.00	3,106.84	11,272.59	0.00	2,272.59-	125
001-541-00-2300	HEALTH INSURANCE	850.92-	21,000.00	4,773.66	19,094.64	0.00	1,905.36	91
001-541-00-2310	DENTAL & VISION INSURANCE	31.05-	650.00	156.06	624.24	0.00	25.76	96
001-541-00-2320	LIFE INSURANCE	17.33-	400.00	103.74	377.52	0.00	22.48	94
001-541-00-2330	DISABILITY INSURANCE	229.65-	1,400.00	160.07	1,120.49	0.00	279.51	80
001-541-00-3100	PROFESSIONAL SERVICES	0.00	3,200.00	6,000.00	6,000.00	0.00	2,800.00-	188
001-541-00-3140	TEMPORARY LABOR	106.56	2,000.00	0.00	0.00	0.00	2,000.00	0
001-541-00-3400	CONTRACTUAL SERVICES	368.00	7,500.00	1,226.00	5,281.08	0.00	2,218.92	70
001-541-00-3420	LANDSCAPING SERVICES	800.00	45,000.00	5,615.00	24,815.00	0.00	20,185.00	55
001-541-00-4100	COMMUNICATIONS	233.20	2,500.00	74.98	1,457.35	0.00	1,042.65	58
001-541-00-4300	UTILITY/ELECTRIC/WATER	7,641.68	110,000.00	23.36	46,336.15	0.00	63,663.85	42
001-541-00-4600	REPAIRS & MAINTENANCE - GENERAL	344.97	10,000.00	221.91	641.82	0.00	9,358.18	6
001-541-00-4610	REPAIRS & MAINTENANCE - VEHICLES & EQUIP	3,128.92	10,000.00	231.11	8,411.00	0.00	1,589.00	84
001-541-00-4670	REPAIRS & MAINTENANCE - PARKS	1,613.82	25,000.00	260.80	24,375.54	0.00	624.46	98
001-541-00-4675	REPAIRS & MAINTENANCE - BOAT RAMPS	0.00	2,500.00	977.00	1,469.67	0.00	1,030.33	59
001-541-00-4680	REPAIRS & MAINTENANCE - ROADS	1,128.47	30,000.00	2,441.26	15,783.08	0.00	14,216.92	53
001-541-00-4690	URBAN FORESTRY	750.00-	105,000.00	300.00	105,202.00	0.00	202.00-	100
001-541-00-5200	OPERATING SUPPLIES	245.53	5,000.00	0.00	1,884.98	0.00	3,115.02	38
001-541-00-5210	UNIFORMS	0.00	1,000.00	0.00	201.60	0.00	798.40	20
001-541-00-5220	PROTECTIVE CLOTHING	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
001-541-00-5230	FUEL EXPENSE	386.59	6,000.00	0.00	1,909.35	0.00	4,090.65	32

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

e.

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Bal ance	% Expd
001-541-00-5400	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	0.00	500.00	0.00	0.00	0.00	500.00	0
001-541-00-5500	TRAINING	0.00	250.00	0.00	0.00	0.00	250.00	0
001-541-00-6320	CIP - RESURFACING & CURBING	0.00	200,000.00	0.00	0.00	0.00	200,000.00	0
001-541-00-6330	CIP - SIDEWALKS	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0
001-541-00-6380	CIP - PARK IMPROVEMENTS	20,699.20	10,000.00	0.00	0.00	0.00	10,000.00	0
001-541-00-6430	CIP - EQUIPMENT	6,000.00	0.00	0.00	0.00	0.00	0.00	0
001-584-00-0000	NON-OPERATING	0.00	0.00	0.00	0.00	0.00	0.00	0
001-584-00-7100	PAYMENT ON BOND - PRINCIPAL	0.00	181,000.00	0.00	0.00	0.00	181,000.00	0
001-584-00-7200	BOND DEBT - INTEREST	0.00	63,000.00	0.00	35,053.30	0.00	27,946.70	56
001-590-00-0000	RESERVES	0.00	0.00	0.00	0.00	0.00	0.00	0
001-590-00-2710	UNDESIGNATED RESERVE	0.00	2,457,540.00	0.00	0.00	0.00	2,457,540.00	0
GENERAL FUND Expend Total		345,782.68	9,328,053.00	508,026.66	3,666,292.82	0.00	5,661,760.18	39

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
001	GENERAL FUND	377,083.96	501,876.77	5,142,478.50	345,782.68	508,026.66	3,666,292.82	1,476,185.68

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

e.

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
102-324-310	IMPACT FEES - RESIDENTIAL - TRANSPORTATI	0.00	3,000.00	1,430.00	2,860.00	0.00	140.00-	95
102-361-100	INTEREST - TRANSPORTATION IMPACT	196.23	1,000.00	54.63	650.78	0.00	349.22-	65
102-389-200	UNDESIGNATED RESERVE - TRANSPORTATION IM	0.00	146,874.00	0.00	0.00	0.00	146,874.00-	0
	TRANSPORTATION IMPACT FEE Revenue Total	196.23	150,874.00	1,484.63	3,510.78	0.00	147,363.22-	2

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Bal ance	% Expd
102-541-00-3100	PROFESSIONAL SERVICES	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0
102-541-00-6425	ROADWAY IMPROVEMENTS	0.00	14,500.00	0.00	14,500.00	0.00	0.00	100
102-590-00-2710	UNDESIGNATED RESERVE - TRANSPORTATION IM	0.00	126,266.00	0.00	0.00	0.00	126,266.00	0
	TRANSPORTATION IMPACT FEE FU Expend Tota	0.00	190,766.00	0.00	14,500.00	0.00	176,266.00	8

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
102	TRANSPORTATION IMPACT FEE FUND	196.23	1,484.63	3,510.78	0.00	0.00	14,500.00	10,989.22-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
103-343-900	SERVICE CHARGE - STORMWATER	12,569.27	391,087.00	29,178.26	358,880.48	0.00	32,206.52-	92
103-361-100	INTEREST - STORMWATER	196.23	1,000.00	54.63	650.78	0.00	349.22-	65
103-389-200	UNDESIGNATED RESERVE - STORMWATER	0.00	59,268.00	0.00	0.00	0.00	59,268.00-	0
STORMWATER FUND Revenue Total		12,765.50	451,355.00	29,232.89	359,531.26	0.00	91,823.74-	80

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Bal ance	% Expd
103-541-00-1200	REGULAR SALARIES & WAGES	42,177.56	94,500.00	0.00	0.00	0.00	94,500.00	0
103-541-00-2100	FICA/MEDI CARE TAXES	3,226.58	7,230.00	0.00	0.00	0.00	7,230.00	0
103-541-00-2200	RETIREMENT CONTRIBUTIONS	5,483.08	12,500.00	0.00	0.00	0.00	12,500.00	0
103-541-00-2300	HEALTH INSURANCE	7,020.11	16,000.00	0.00	0.00	0.00	16,000.00	0
103-541-00-2310	DENTAL & VISION INSURANCE	258.53	500.00	0.00	0.00	0.00	500.00	0
103-541-00-2320	LIFE INSURANCE	211.90	500.00	0.00	0.00	0.00	500.00	0
103-541-00-2330	DISABILITY INSURANCE	625.01	1,350.00	0.00	0.00	0.00	1,350.00	0
103-541-00-3100	PROFESSIONAL SERVICES	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
103-541-00-3110	LEGAL SERVICES - STORMWATER FUND	0.00	3,000.00	270.00	562.50	0.00	2,437.50	19
103-541-00-3120	ENGINEERING FEES	9,528.89	50,000.00	0.00	23,267.80	0.00	26,732.20	47
103-541-00-3430	NPDES	0.00	15,000.00	0.00	400.00	0.00	14,600.00	3
103-541-00-3450	LAKE CONSERVATION	903.00	15,000.00	1,003.00	5,806.00	0.00	9,194.00	39
103-541-00-4600	REPAIRS & MAINTENANCE	0.00	75,000.00	1,895.00	16,282.08	0.00	58,717.92	22
103-541-00-4900	OTHER CURRENT CHARGES	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
103-541-00-6300	CIP - CAPITAL IMPROVEMENTS	20,699.20	236,575.00	0.00	43,861.00	0.00	192,714.00	19
103-541-00-7100	PRINCIPAL	0.00	19,000.00	0.00	0.00	0.00	19,000.00	0
103-541-00-7200	INTEREST	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
103-590-00-2710	UNDESIGNATED RESERVE - STORMWATER	0.00	204,870.00-	0.00	0.00	0.00	204,870.00-	0
STORMWATER FUND Expend Total		90,133.86	355,285.00	3,168.00	90,179.38	0.00	265,105.62	25

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
103	STORMWATER FUND	12,765.50	29,232.89	359,531.26	90,133.86	3,168.00	90,179.38	269,351.88

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

e.

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
104-351-200	JUDGEMENT & FINES - LE EDUCATION FUND	108.87	1,500.00	392.84	1,643.85	0.00	143.85	110
104-361-100	INTEREST - EDUCATION FUND	196.23	1,000.00	54.63	747.61	0.00	252.39-	75
104-389-200	UNDESIGNATED RESERVE - LE EDUCATION FUND	0.00	11,000.00	0.00	0.00	0.00	11,000.00-	0
	LAW ENFORCEMENT EDUCATION Revenue Total	305.10	13,500.00	447.47	2,391.46	0.00	11,108.54-	18

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
104-521-00-5500	TRAINING	0.00	6,000.00	0.00	5,734.73	0.00	265.27	96
104-541-00-4900	OTHER CURRENT CHARGES	0.00	200.00	0.00	0.00	0.00	200.00	0
104-590-00-2710	UNDESIGNATED RESERVE - LE EDUCATION	0.00	14,063.00	0.00	0.00	0.00	14,063.00	0
	LAW ENFORCEMENT EDUCATION FU Expend Total	0.00	20,263.00	0.00	5,734.73	0.00	14,528.27	28

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
104	LAW ENFORCEMENT EDUCATION FUND	305.10	447.47	2,391.46	0.00	0.00	5,734.73	3,343.27-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
201-331-100	FEMA REIMBURSEMENT - FEDERAL - FUND 201	7,603.56	0.00	0.00	0.00	0.00	0.00	0
201-331-110	FEMA REIMBURSEMENT - STATE - FUND 201	3,801.78-	0.00	0.00	0.00	0.00	0.00	0
201-361-100	INTEREST - CHARTER FUND	1,026.73	10,000.00	0.00	0.00	0.00	10,000.00-	0
201-362-000	RENT REVENUE	88,428.28	1,040,141.00	87,495.00	614,098.24	0.00	426,042.76-	59
201-389-200	UNDESIGNATED RESERVE - CHARTER FUND	0.00	974,271.00	0.00	0.00	0.00	974,271.00-	0
	CHARTER SCHOOL DEBT SERVICE Revenue Total	93,256.79	2,024,412.00	87,495.00	614,098.24	0.00	1,410,313.76-	30

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
201-569-00-1200	REGULAR SALARIES & WAGES	32,576.16	75,000.00	0.00	0.00	0.00	75,000.00	0
201-569-00-2100	FICA/MEDICARE TAXES	2,492.08	5,738.00	0.00	0.00	0.00	5,738.00	0
201-569-00-2200	RETIREMENT CONTRIBUTIONS	4,690.24	11,000.00	0.00	0.00	0.00	11,000.00	0
201-569-00-2300	HEALTH INSURANCE	4,403.52	10,000.00	0.00	0.00	0.00	10,000.00	0
201-569-00-2310	DENTAL & VISION INSURANCE	191.04	400.00	0.00	0.00	0.00	400.00	0
201-569-00-2320	LIFE INSURANCE	163.00	400.00	0.00	0.00	0.00	400.00	0
201-569-00-2330	DISABILITY INSURANCE	473.40	1,100.00	0.00	0.00	0.00	1,100.00	0
201-569-00-3100	PROFESSIONAL SERVICES - CHARTER	0.00	12,950.00	750.00	12,950.00	0.00	0.00	100
201-569-00-3110	LEGAL SERVICES - CHARTER	157.50	8,000.00	0.00	1,100.00	0.00	6,900.00	14
201-569-00-4600	MAINTENANCE - CHARTER SCHOOL	321.00	20,000.00	0.00	18,623.00	0.00	1,377.00	93
201-569-00-6210	CIP - CHARTER ROOF	0.00	114,000.00	0.00	0.00	0.00	114,000.00	0
201-569-00-7100	PRINCIPAL	0.00	185,000.00	0.00	0.00	0.00	185,000.00	0
201-569-00-7200	INTEREST	261,412.50	515,000.00	256,600.00	256,600.00	0.00	258,400.00	50
201-590-00-2710	UNDESIGNATED RESERVE - CHARTER FUND	0.00	1,432,547.00	0.00	0.00	0.00	1,432,547.00	0
	CHARTER SCHOOL DEBT SERVICE Expend Total	306,880.44	2,391,135.00	257,350.00	289,273.00	0.00	2,101,862.00	12

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
201	CHARTER SCHOOL DEBT SERVICE FUND	93,256.79	87,495.00	614,098.24	306,880.44	257,350.00	289,273.00	324,825.24

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
301-361-100	INTEREST - CAP EQUIP REPL FUND	196.22	1,000.00	54.61	553.92	0.00	446.08-	55
301-389-200	UNDESIGNATED RESERVE - CAP EQUIP REPL FU	0.00	17,023.00	0.00	0.00	0.00	17,023.00-	0
	CAPITAL EQUIPMENT REPLACEMENT Revenue Total	196.22	18,023.00	54.61	553.92	0.00	17,469.08-	3

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
301-590-00-2710	UNDESIGNATED RESERVE - CAP EQUIP REPL FU	0.00	19,131.00	0.00	0.00	0.00	19,131.00	0
	CAPITAL EQUIPMENT REPLACEMENT Expend Total	0.00	19,131.00	0.00	0.00	0.00	19,131.00	0

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
301	CAPITAL EQUIPMENT REPLACEMENT FUND	196.22	54.61	553.92	0.00	0.00	0.00	553.92

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	RIGHT OF WAY FUND Revenue Total	0.00	0.00	0.00	0.00	0.00	0.00	0
	RIGHT OF WAY FUND Expend Total	0.00	0.00	0.00	0.00	0.00	0.00	0

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
	CAPITAL IMPRV REVENUE NOTE Revenue Total	0.00	0.00	0.00	0.00	0.00	0.00	0

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
303-517-00-6200	BUILDINGS - BANK OF AMERICA PURCHASE	0.00	2,057,900.00	0.00	2,057,899.28	0.00	0.72	100
303-590-00-2710	UNDESIGNATED RESERVE - CAPITAL IMPROVEME	0.00	442,100.00	0.00	0.00	0.00	442,100.00	0
	CAPITAL IMPRV REVENUE NOTE 2 Expend Tota	0.00	2,500,000.00	0.00	2,057,899.28	0.00	442,100.72	82

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
303	CAPITAL IMPRV REVENUE NOTE 2020 PROJ FUN	0.00	0.00	0.00	0.00	0.00	2,057,899.28	2,057,899.28-

CITY OF BELLE ISLE
Statement of Revenue and Expenditures

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Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
001	GENERAL FUND	377,083.96	501,876.77	5,142,478.50	345,782.68	508,026.66	3,666,292.82	1,476,185.68
102	TRANSPORTATION IMPACT FEE FUND	196.23	1,484.63	3,510.78	0.00	0.00	14,500.00	10,989.22-
103	STORMWATER FUND	12,765.50	29,232.89	359,531.26	90,133.86	3,168.00	90,179.38	269,351.88
104	LAW ENFORCEMENT EDUCATION FUND	305.10	447.47	2,391.46	0.00	0.00	5,734.73	3,343.27-
201	CHARTER SCHOOL DEBT SERVICE FUND	93,256.79	87,495.00	614,098.24	306,880.44	257,350.00	289,273.00	324,825.24
301	CAPITAL EQUIPMENT REPLACEMENT FUND	196.22	54.61	553.92	0.00	0.00	0.00	553.92
302	RIGHT OF WAY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
303	CAPITAL IMPRV REVENUE NOTE 2020 PROJ FUN	0.00	0.00	0.00	0.00	0.00	2,057,899.28	2,057,899.28-
	Final Total	483,803.80	620,591.37	6,122,564.16	742,796.98	768,544.66	6,123,879.21	1,315.05-

WEEKDAY ACTIVITY REPORT

ALPHA SHIFT

06-07-2021 through 06-08-2021

(7) Traffic Warnings

(2) Non-Moving Uniform Traffic Citations

(14) Moving Uniform Traffic Citations

(0) Parking/Municipal Code Warnings

(1) Parking/Municipal Code Citations

(0) Criminal Uniform Traffic Citations

(0) Boating Citations

(0) DUI

06/07/2021	
DAY SHIFT	<p>21-600364 – 5903 Randolph Avenue (Cornerstone Charter Academy) – Crash Investigation</p> <p>Officer Steven Shaffer investigated a single vehicle crash that occurred at the above location. The driver lost control of their vehicle and struck the fence on the west side of the employee parking lot.</p> <p>21-600365 – 2714 Hoffner Avenue – Informational Report</p> <p>Chief Laura Houston completed an informational report regarding Ralph Yarbrough, who entered a Pike Electric work zone and was harassing their workers. Yarbrough was asked to leave, he complied, and a report was completed.</p> <p>21-600366 – 2323 McCoy Road (Palm Square Apartments) – Overdose</p> <p>Officer Andrew Clark responded to the above location and made contact with Jose Cartagena Perez (H/M, 06-13-1984), who was having an apparent overdose. Officer Clark administered Narcan to Perez, then gave chest compressions. Sgt. Vincent Ferraiuolo arrived on scene and gave his Narcan to Officer Clark. Officer Clark administered Sgt. Ferraiuolo’s Narcan as well. Orange County Fire Rescue 73 arrived on scene and took over the medical</p>

	<p>call. Perez was transported to Orlando Regional Medical Center for an apparent drug overdose. Two juveniles were present during the overdose and DCF was notified. Officer Roman Watkins responded to the Hospital and made contact with Medical Personnel. They advised that he was taken into the Intensive Care Unit. Medical Personnel advised Perez had multiple drugs in his system.</p> <p>21-600367 – 7425 Lake Drive – Fraud/Theft</p> <p>Officer Ivar Ruiz is investigating a fraud and theft of \$499.95. The victim was led to believe she was transferring money to herself. She transferred the above amount of money to an unknown account.</p>
NIGHT SHIFT	No Significant Activity
06/08/2021	
DAY SHIFT	<p>21-600367 – 7425 Lake Drive – Fraud/Theft</p> <p>Officer Ivar Ruiz is investigating a fraud and theft of \$499.95. The victim was led to believe she was transferring money to herself. She transferred the above amount of money to an unknown account.</p> <p>21-600368 – McCoy Road & Aircenter Court – Crash Investigation</p> <p>Officer Christopher Burns responded to a two vehicle crash and completed an investigation. He issued a UTC to the at-fault driver for careless driving.</p>
NIGHT SHIFT	<p>Corporal Oscar Lugo stopped a vehicle for speeding, 55 MPH in a 25 MPH on Hoffner Avenue & Oak Island Road. The driver was cited and issued a court date.</p> <p>Officer Roman Watkins stopped a vehicle for speeding, 75 MPH in a 35 MPH on McCoy Road & Via Flora Drive. The driver was cited and issued a court date.</p>



Belle Isle Police Department

1521 NELA AVENUE
 BELLE ISLE, FL 32809
 PHONE (407) 240-2473
 FAX (407) 850-1616

Marine Stat Sheet

<i>Date(s)</i>	1-May	2-May	8-May	9-May	15-May	16-May	22-May	23-May	30-May	31-May
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Patrol Activity

Totals

Vessels Observed	50	45	50	40	50	45	25	40	60	75	480
Boat Stops	2	1	3	1	0	2	2	0	1	2	14
PWC Stops	8	11	6	5	7	10	3	4	7	4	65
Boat Citations	2	1	0	0	0	2	1	0	1	2	9
PWC Citations	8	10	7	4	5	7	3	5	7	4	60
Warnings Issued	1	1	2	0	2	3	1	1	0	0	11
Noise Ordinance NOV	0	0	0	0	0	0	0	0	0	0	0
Boat Inspections	0	0	0	0	0	0	0	0	0	0	0
Boats Towed	0	0	0	0	0	2	0	0	0	2	4
Dispatched Calls	2	1	1	0	2	1	1	0	0	0	8
Reports Written	0	0	0	0	0	0	0	0	0	0	0
Vessel Accidents	0	0	0	0	0	0	0	0	0	0	0
Ramp Checks	6	12	5	9	6	15	5	2	6	7	73
FIR's	0	0	0	0	0	0	0	0	0	0	0
Patrol Assists	0	1	1	1	0	0	0	0	0	0	3
<u>Arrests</u>											0
Felony	0	0	0	0	0	0	0	0	0	0	0
Misdemeanor	0	0	0	0	0	0	0	0	0	0	0
BUI	0	0	0	0	0	0	0	0	0	0	0



**CITY OF BELLE ISLE,
FLORIDA**

Code Enforcement - Monthly Overview

MAY 2021

New Violations	26
Inspections	67
Violation Compliance	65
Signs Collected	39
Total Contacts	197

CODE VIOLATIONS/CONTACTS

e.

5/1/2021 THROUGH 5/31/2021

<u><i>CodeViolation</i></u>	<u><i>Count</i></u>
HIGH GRASS/WEEDS	9
NO PERMIT - BUILDING	1
NO PERMIT - TREE REMOVAL	1
NUISANCE - LIGHTS	1
PARKING OF RV	1
PARKING OF TRAILER	5
POD - Portable Storage Unit - NO PERMIT	2
PUBLIC NUISANCE - DEAD/DAMAGED TREE	1
TRASH & DEBRIS	3
WATERING - NON DESIGNATED DAY/TIME	2
<i>Grand Total</i>	26

6/9/2021
6:16 PM

Complaint Status

e.

5/1/2021 through 5/31/2021

<u>Status</u>	<u>Count</u>
CLOSED COMPLIANCE	63
CLOSED REFERRED OUT	2
CLOSED UNFOUNDED	2
COURTESY NOV - OPEN	1
MONITOR - OPEN	1
NOV ISSUED - OPEN	6
	<hr/>
	75

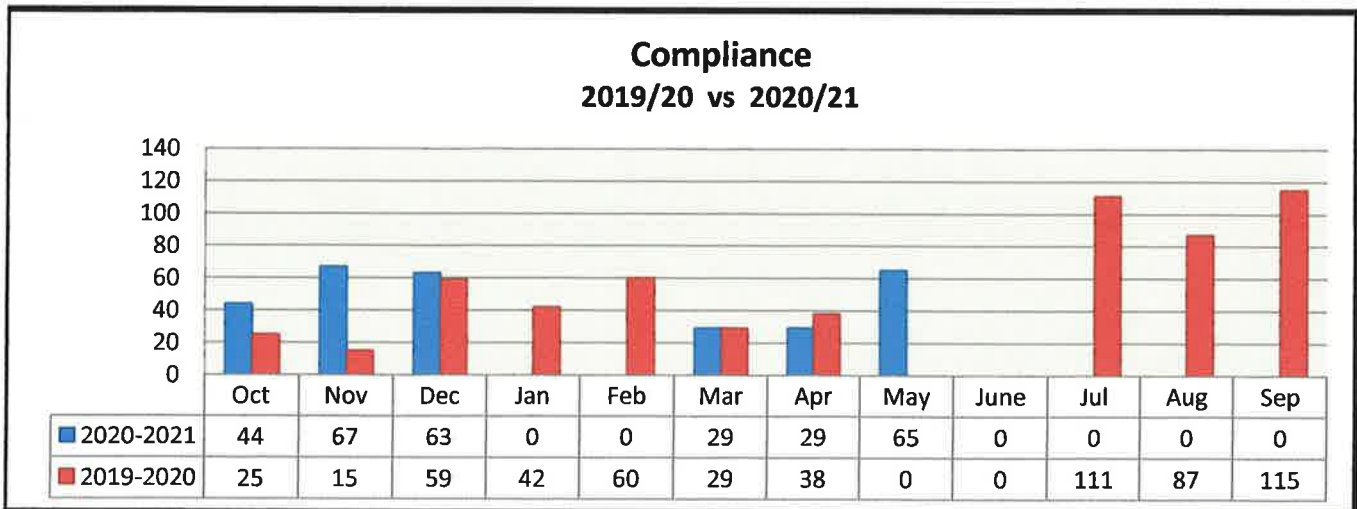
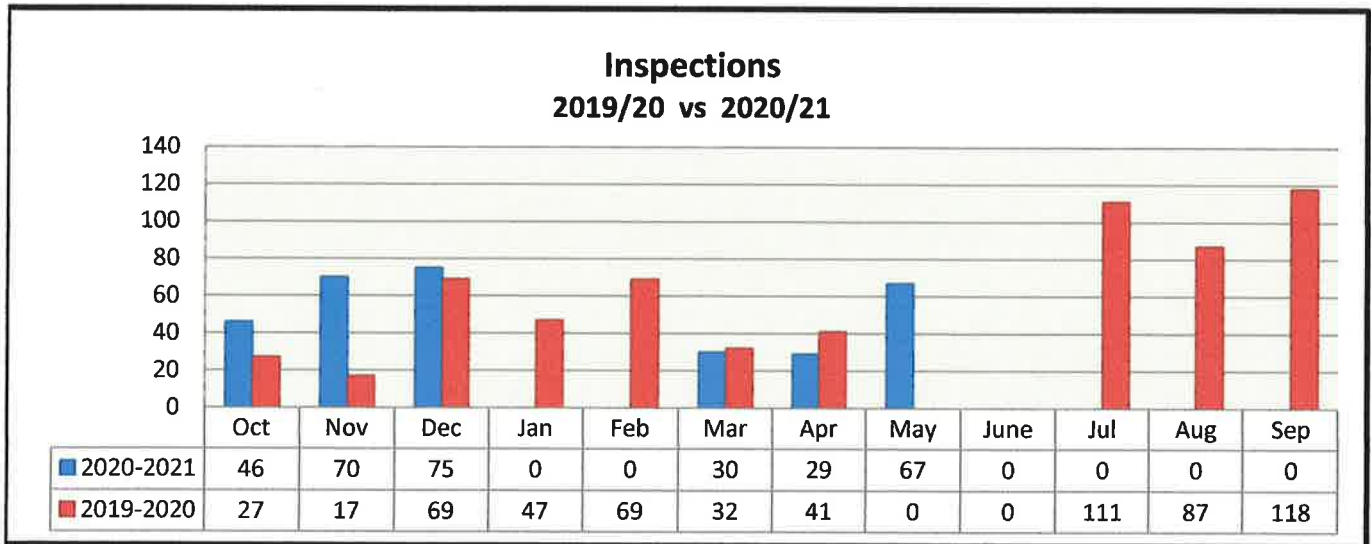
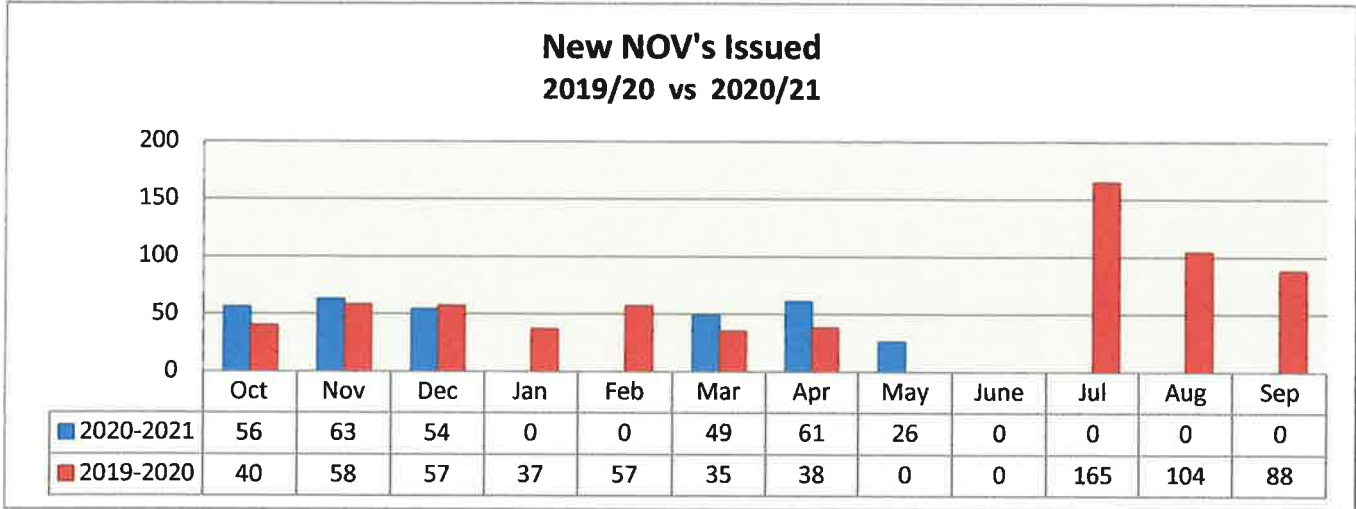
**CODE ENFORCEMENT
YEAR TO YEAR COMPARISON
2019-2020 vs. 2020-2021**

	YTD OCT-MAY <u>2019-2020</u>	YTD OCT-MAY <u>2020-2021</u>
New Notices of Violation Issued	322	400
Inspections Performed	302	400
Compliance	268	377
Signs Collected	455	208
Trash, Grass, Debris Related	62	115
Vehicle, Boat and RV Related	109	111
Permitting	56	27
Cases Presented to CEH - Special Magistrate	0	0
Cases Adjudicated and Fined	0	0

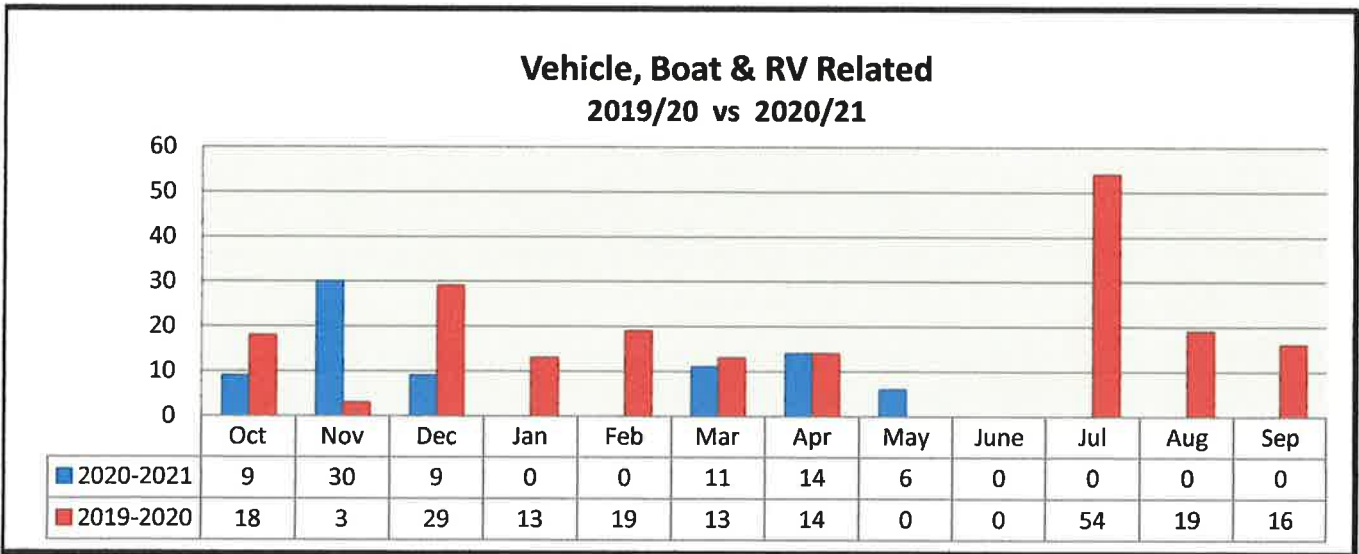
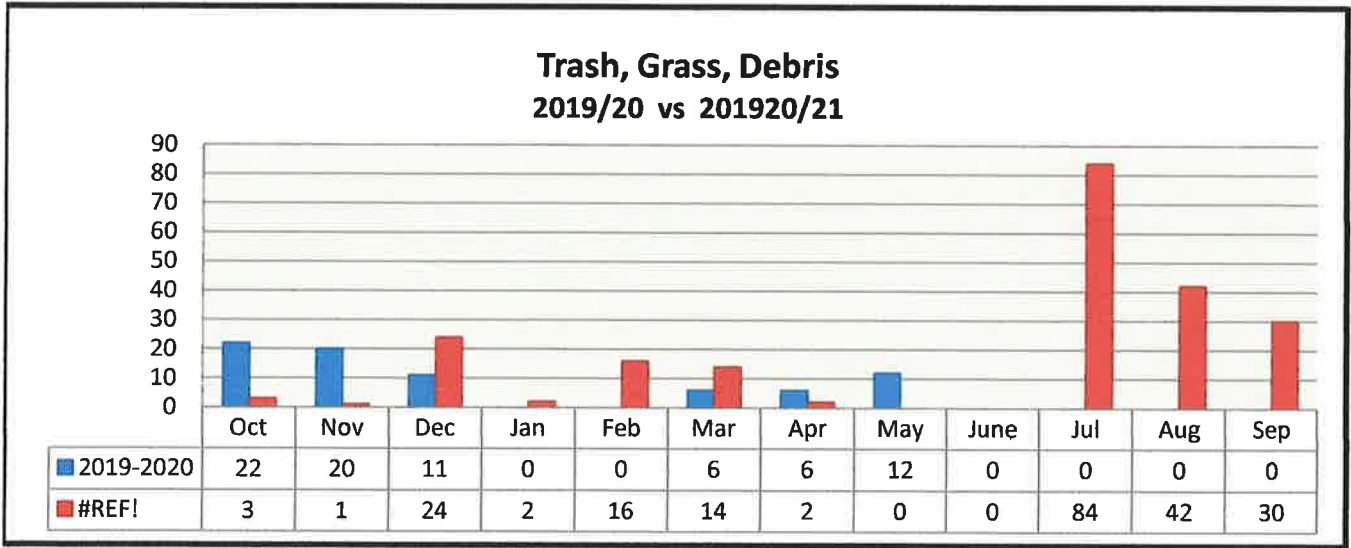
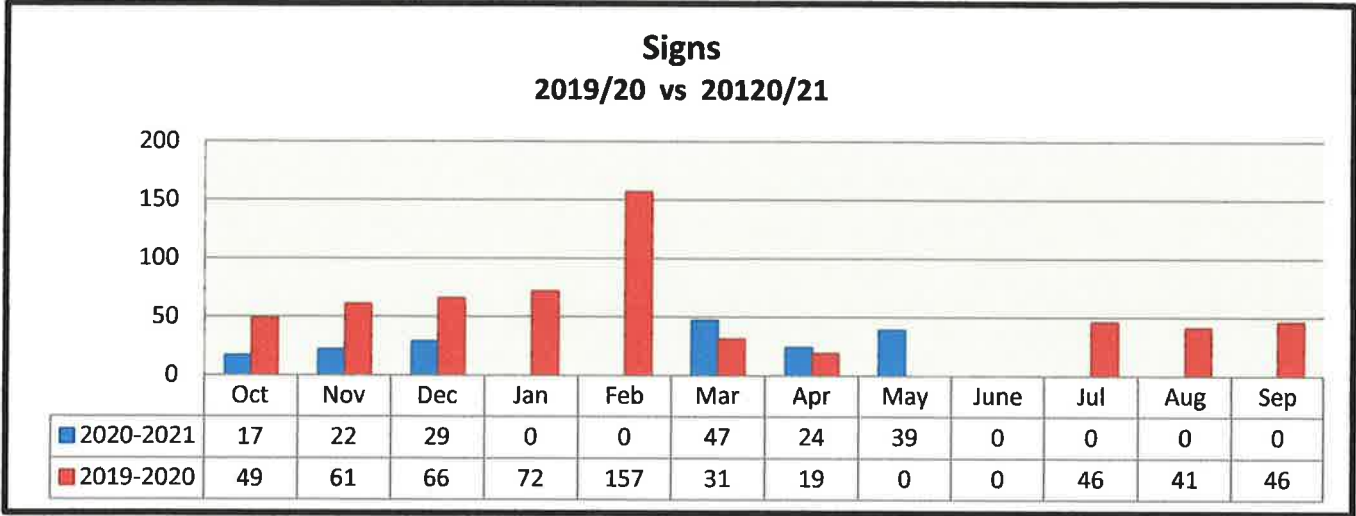
CODE ENFORCEMENT ACTIVITY

2019/20 vs 2020/21

e.



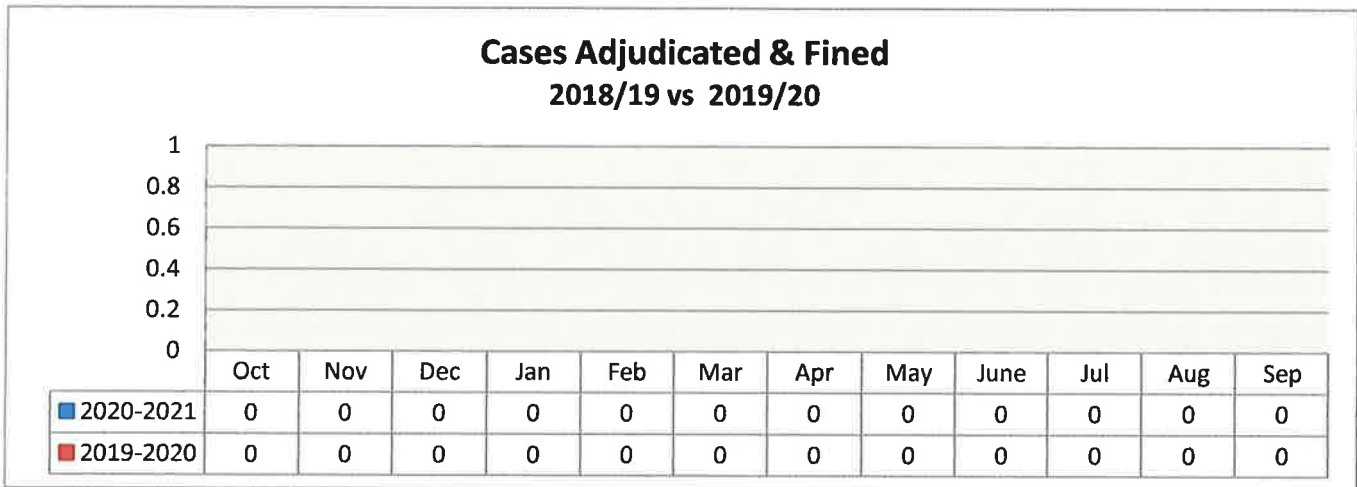
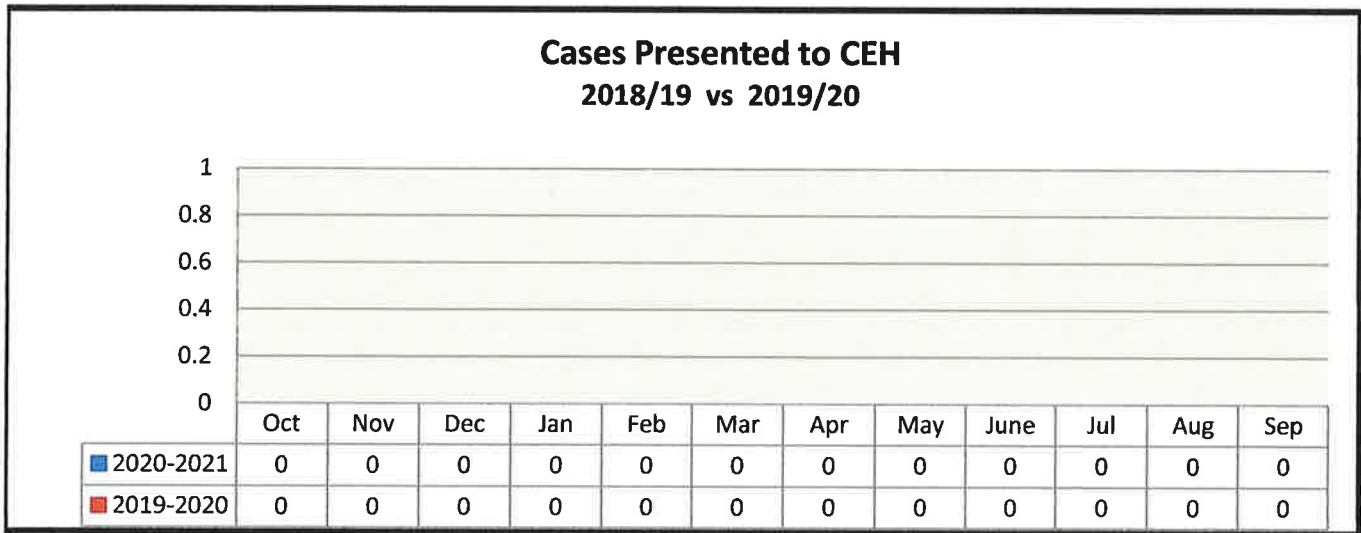
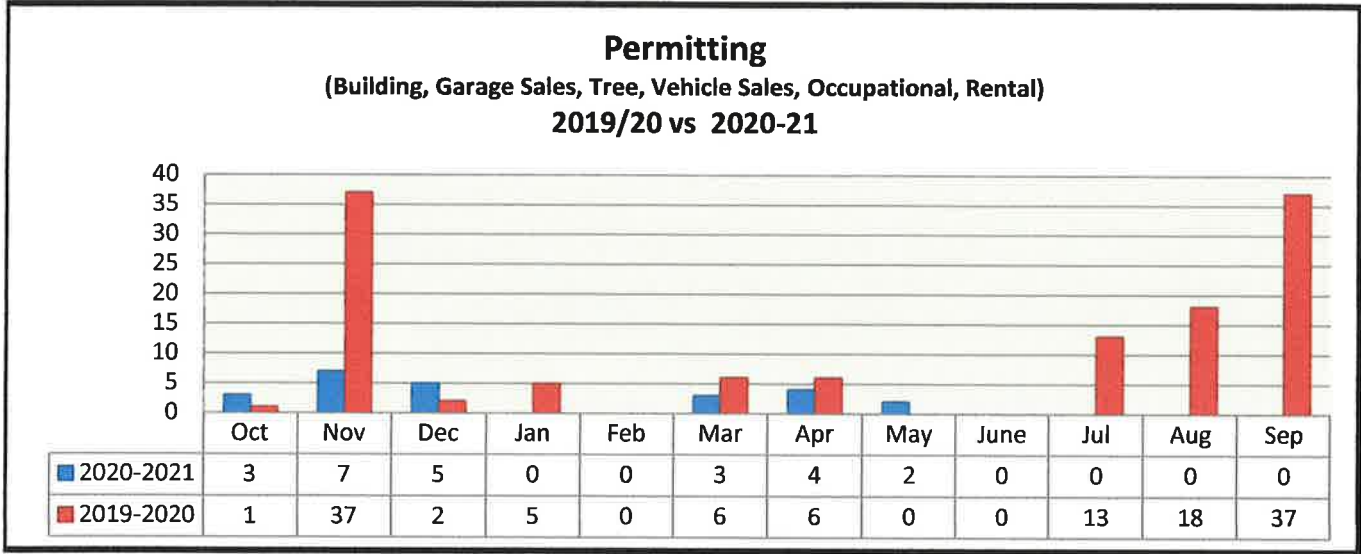
CODE ENFORCEMENT ACTIVITY 2019/20 vs 2020/21



CODE ENFORCEMENT ACTIVITY

2019/20 vs 2020/21

e.



ADDRESS STATUS REPORT
(By District)

Address by District

(05/01/2021 through 05/31/2021)

District	StreetName	CodeViolation	Status	CodeOfficer
1	ALSACE	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
2	HOFFNER	TRASH & DEBRIS	CLOSED COMPLIANCE	WINTERS
3	GONDOLA	TRASH & DEBRIS	CLOSED COMPLIANCE	WINTERS
3	PAM	NO PERMIT - TREE REMOVAL	CLOSED UNFOUNDED	WINTERS
3	SWANN	TRASH & DEBRIS	CLOSED COMPLIANCE	WINTERS
3	SWANN	NO PERMIT - BUILDING	CLOSED COMPLIANCE	WINTERS
4	FLOWERTREE	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
4	SEMINOLE	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
4	TRENTWOOD	WATERING - NON DESIGNATED DAY/TIME	CLOSED UNFOUNDED	WINTERS
5	CONWAY LAKES	PARKING OF RV	CLOSED REFERRED OUT	WINTERS
5	ST. PARTIN	WATERING - NON DESIGNATED DAY/TIME	CLOSED COMPLIANCE	WINTERS
5	WATERS EDGE	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
6	COVE	NUISANCE - LIGHTS	CLOSED COMPLIANCE	WINTERS
6	COVE	PUBLIC NUISANCE - DEAD/DAMAGED TREE	VERBAL	WINTERS
7	DARDEN	POD - Portable Storage Unit - NO PERMIT	MONITOR - OPEN	WINTERS
7	DUBAN	POD - Portable Storage Unit - NO PERMIT	CLOSED COMPLIANCE	WINTERS
7	DUBAN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	DUBAN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS

District	StreetName	CodeViolation	Status	CodeOf
7	PELLEPORT	HIGH GRASS/WEEDS	CLOSED COMPLIANCE	WINTERS
7	PELLEPORT	HIGH GRASS/WEEDS	CLOSED COMPLIANCE	WINTERS
7	ST. GERMAIN	HIGH GRASS/WEEDS	CLOSED COMPLIANCE	WINTERS
7	ST. MARIE	HIGH GRASS/WEEDS	CLOSED COMPLIANCE	WINTERS
7	ST. MICHAEL	HIGH GRASS/WEEDS	CLOSED COMPLIANCE	WINTERS
7	ST. MICHAEL	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
7	ST. MORITZ	HIGH GRASS/WEEDS	CLOSED COMPLIANCE	WINTERS
7	ST. MORITZ	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS

Solid Waste Recycling Committee
Meeting Minutes
Thursday May 13, 2021

Chairman Richard Weinsier called meeting to order at 6:05pm on May 13, 2021.

Members present – Richard Weinsier, Clayton Van Camp, Katie Durni, Frank Noge.

1. Citizen comments – none.
2. Approval of minutes from Jan 14.
 - a. Motion to approve from Clayton Van Camp, Frank Noge seconded.
 - b. All present voted in favor.
3. Elect Chair and Vice Chair
 - a. Richard Weinsier elected chair.
 - b. Katie Durni elected Vice Chair.
4. Nomination for committee secretary.
 - a. Frank Noge
5. Electronic recycling
 - a. Update on Feb 20 collection; Richard W. reports all went well.
 - b. Next collection scheduled for Saturday August 21 from 9am to 1pm.
 - i. Motion to approve Aug 21 date made by C. Van Camp, seconded by K. Durni.
ii. All present voted in favor.
 - c. Request made for 20 additional yard signs for Aug 21st event.
 - i. Motion to request signs made by C. Van Camp, seconded by K. Durni.
ii. All present voted in favor.
6. Update from Waste Provider, JJ's Darren Bateson – Branch Manager
 - a. Total collection for Jan-Apr 2021
 - i. Yard waste - 440.41 tons.
 - ii. General waste – 1,078.37 tons.
 - iii. Recycling - 182.12 tons
 - b. Reported no more complaints about collections slowing traffic on Hoffner Ave since switch to early morning pickup.
 - c. JJ spent \$100k on "Third Eye" cameras for trucks, providing 360 video with sound. Cameras were installed in late April.
 - d. Discussed several challenging situations they had to deal with.
 - i. One cleanup on Hoffner where residents left huge pile of debris in yard.
 - ii. A contractor who attempted to bribe a JJ driver to take construction debris, then complained to B.I. City Manager that JJ driver solicited the bribe. Video from JJ showed what happened.
 - iii. One resident who complained to City Manager about television not being picked up.

iv. One resident complaint that JJ would not take large barrel completely filled with concrete. JJ took barrel but insisted the resident load it on the truck himself.

v. "99.9% of people are happy, complaints are generally from people the City Manager is already familiar with."

7. Adopt-a-street/area update for Hoffner Ave.
 - a. C. Van Camp will speak with City Manager about purchasing garbage bags and safety-orange vests for this effort.
8. Quorum discussion on absenteeism and frequent no shows.
9. Next meeting – scheduled for 6pm on August 12, 2021 at City Hall.
10. Adjournment
 - a. Motion to adjourn at 7pm made by C. Van Camp, seconded by K. Durni.
 - b. All present voted in favor.



Orange County Fire Rescue Unit Activity in Belle Isle for May 2021

e.

BELLE ISLE INCIDENT TOTAL	66
Total OCFR Units Used	137
Total OCFR Transports	44

	EMS	Fire Service	Vehicle Accident
Total	59	4	3

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
OF210043814									
	E72	5/1/21	0:17:27	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	5/1/21	0:44:09	EMDD	72	Belle Isle	YES	72733B	HOFFNER AV/CONWAY RD
OF210043833									
	E73	5/1/21	0:31:38	EMDA	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R70	5/1/21	0:01:13	EMDA	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R73	5/1/21	1:08:34	EMDA	73	Belle Isle	YES	73777B	2323 MCCOY RD, BI
OF210043893									
	E72	5/1/21	1:25:00	SNKHOLE	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
OF210043966									
	E70	5/1/21	0:04:03	EMDA	70	Belle Isle		70769B	WARREN PARK, BI
	R70	5/1/21	0:05:12	EMDA	70	Belle Isle		70769B	WARREN PARK, BI
OF210044355									
	E70	5/2/21	0:14:23	EMDD	70	Belle Isle		70736B	HANSEL AV/FAIRLANE AV
	R70	5/2/21	0:57:23	EMDD	70	Belle Isle	YES	70736B	HANSEL AV/FAIRLANE AV
OF210044386									
	E72	5/2/21	0:18:12	EMDC	72	Belle Isle		72733B	4251 ISLE VISTA AV, BI
	R72	5/2/21	1:03:44	EMDC	72	Belle Isle	YES	72733B	4251 ISLE VISTA AV, BI
OF210044724									
	E72	5/3/21	0:24:46	PA	72	Belle Isle		72732B	4149 BELL TOWER CT, BI
	R72	5/3/21	0:02:07	PA	72	Belle Isle		72732B	4149 BELL TOWER CT, BI
OF210044765									
	E70	5/3/21	0:22:21	EMDD	70	Belle Isle		70736B	6109 MATCHETT RD, BI
	R70	5/3/21	0:49:39	EMDD	70	Belle Isle	YES	70736B	6109 MATCHETT RD, BI
OF210044918									
	B4	5/3/21	0:03:33	AA	72	Belle Isle		72734B	HOFFNER AV/BELLEVILLE ,
	E72	5/3/21	0:38:45	AA	72	Belle Isle		72734B	HOFFNER AV/BELLEVILLE ,
	R72	5/3/21	0:56:54	AA	72	Belle Isle	YES	72734B	HOFFNER AV/BELLEVILLE ,
	SQ4	5/3/21	0:06:49	AA	72	Belle Isle		72734B	HOFFNER AV/BELLEVILLE ,
OF210044936									
	E73	5/3/21	0:20:18	EMDD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R73	5/3/21	1:07:12	EMDD	73	Belle Isle	YES	73777B	2323 MCCOY RD, BI
OF210045098									
	B4	5/4/21	0:03:27	EMDD	70	Belle Isle		70736B	6437 MATCHETT RD, BI
	E70	5/4/21	0:07:37	EMDD	70	Belle Isle		70736B	6437 MATCHETT RD, BI
	R70	5/4/21	0:10:48	EMDD	70	Belle Isle		70736B	6437 MATCHETT RD, BI
OF210045832									

e.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	E72	5/5/21	0:25:09	EMDB	72	Belle Isle		72732B	4201 PLAYA CT, BI
	R72	5/5/21	1:02:55	EMDB	72	Belle Isle	YES	72732B	4201 PLAYA CT, BI
OF210046085									
	E72	5/6/21	0:20:32	EMDD	72	Belle Isle		72732B	4305 QUANDO DR, BI
	R72	5/6/21	1:18:24	EMDD	72	Belle Isle	YES	72732B	4305 QUANDO DR, BI
OF210046183									
	E70	5/6/21	0:18:19	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R70	5/6/21	0:55:03	EMDD	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
OF210046275									
	E73	5/7/21	0:33:26	EMDD	73	Belle Isle		73777B	2490 TRENTWOOD BLVD, E
	R73	5/7/21	1:10:28	EMDD	73	Belle Isle	YES	73777B	2490 TRENTWOOD BLVD, E
OF210046296									
	E73	5/7/21	0:36:08	EMDA	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	5/7/21	2:04:41	EMDA	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
OF210046466									
	E72	5/7/21	0:29:29	EMDC	72	Belle Isle		72732B	4221 BELL TOWER CT, BI
	R70	5/7/21	1:20:56	EMDC	72	Belle Isle	YES	72732B	4221 BELL TOWER CT, BI
OF210046984									
	E70	5/8/21	0:11:26	AA	70	Belle Isle		70736B	E OAK RIDGE RD/S ORANG
	R51	5/8/21	0:10:57	AA	70	Belle Isle		70736B	E OAK RIDGE RD/S ORANG
OF210047082									
	E70	5/9/21	0:21:10	ANMLRES	70	Belle Isle		70773B	1708 WIND WILLOW RD, BI
OF210047130									
	E70	5/9/21	0:36:56	EMDE	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	5/9/21	1:29:14	EMDE	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
OF210047234									
	E70	5/9/21	0:28:46	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	5/9/21	0:28:47	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
OF210047365									
	E70	5/10/21	0:16:04	EMDC	70	Belle Isle		70769B	2618 HOMEWOOD DR, BI
	R70	5/10/21	0:58:03	EMDC	70	Belle Isle	YES	70769B	2618 HOMEWOOD DR, BI
OF210047479									
	E72	5/10/21	0:15:34	EMDA	72	Belle Isle		72733B	5058 CONWAY RD, BI
	R72	5/10/21	0:28:41	EMDA	72	Belle Isle		72733B	5058 CONWAY RD, BI
OF210047554									
	E72	5/10/21	0:17:37	EMDA	72	Belle Isle		72732B	4210 KEZAR CT, BI
	R72	5/10/21	0:17:55	EMDA	72	Belle Isle		72732B	4210 KEZAR CT, BI
OF210047608									
	E70	5/10/21	0:19:19	EMDC	70	Belle Isle		70735B	2117 HOFFNER AV, BI
	R70	5/10/21	1:18:05	EMDC	70	Belle Isle	YES	70735B	2117 HOFFNER AV, BI
OF210047622									
	E70	5/10/21	0:22:03	EMDA	72	Belle Isle		72734B	2815 MONTMART DR, BI
	R51	5/10/21	1:23:36	EMDA	72	Belle Isle	YES	72734B	2815 MONTMART DR, BI
OF210047800									
	B4	5/11/21	0:03:02	EMDB	70	Belle Isle		70736B	5802 WOODBINE DR, BI
	E70	5/11/21	0:12:09	EMDB	70	Belle Isle		70736B	5802 WOODBINE DR, BI
	R70	5/11/21	0:13:32	EMDB	70	Belle Isle		70736B	5802 WOODBINE DR, BI
OF210047922									
	E70	5/11/21	0:08:52	EMDD	70	Belle Isle		70769B	WARREN PARK, BI
	R72	5/11/21	0:59:26	EMDD	70	Belle Isle	YES	70769B	WARREN PARK, BI
OF210048493									
	E72	5/13/21	0:09:04	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R71	5/13/21	0:06:37	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	5/13/21	0:03:36	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD

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Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
OF210048590									
	E70	5/13/21	0:16:39	EMDC	70	Belle Isle		70773B	1765 PAM CIR, BI
	M5	5/13/21	0:14:23	EMDC	70	Belle Isle		70773B	1765 PAM CIR, BI
OF210048632									
	E70	5/13/21	0:07:46	EMDD	70	Belle Isle		70773B	1927 WIND WILLOW RD, BI
	R73	5/13/21	0:26:48	EMDD	70	Belle Isle		70773B	1927 WIND WILLOW RD, BI
OF210048893									
	E70	5/14/21	0:24:34	EMDC	70	Belle Isle		70773B	1927 WIND WILLOW RD, BI
	R70	5/14/21	1:09:00	EMDC	70	Belle Isle	YES	70773B	1927 WIND WILLOW RD, BI
OF210048905									
	E70	5/14/21	0:21:37	EMDC	70	Belle Isle		70769B	2514 NELA AV, BI
	R73	5/14/21	0:58:56	EMDC	70	Belle Isle	YES	70769B	2514 NELA AV, BI
OF210049006									
	E73	5/14/21	0:22:44	EMDD	73	Belle Isle		73777B	3213 FLOWERTREE RD, BI
	R72	5/14/21	1:11:57	EMDD	73	Belle Isle	YES	73777B	3213 FLOWERTREE RD, BI
OF210049014									
	E72	5/14/21	0:29:00	EMDD	72	Belle Isle		72733B	5058 CONWAY RD, BI
	R70	5/14/21	0:56:48	EMDD	72	Belle Isle	YES	72733B	5058 CONWAY RD, BI
OF210049119									
	E73	5/14/21	0:27:25	EMDD	73	Belle Isle		73777B	1936 MCCOY RD, BI
	R51	5/14/21	0:03:12	EMDD	73	Belle Isle		73777B	1936 MCCOY RD, BI
	R73	5/14/21	1:20:26	EMDD	73	Belle Isle	YES	73777B	1936 MCCOY RD, BI
OF210049274									
	E70	5/15/21	0:16:24	EMDD	72	Belle Isle		72734B	2826 HOFFNER AV, BI
	R70	5/15/21	1:02:11	EMDD	72	Belle Isle	YES	72734B	2826 HOFFNER AV, BI
OF210049934									
	B4	5/16/21	0:01:42	EMDA	70	Belle Isle		70773B	2121 MCCOY RD, BI
	E53	5/16/21	0:22:49	EMDA	70	Belle Isle		70773B	2121 MCCOY RD, BI
	R53	5/16/21	0:21:55	EMDA	70	Belle Isle		70773B	2121 MCCOY RD, BI
OF210050188									
	E70	5/17/21	0:31:03	EMDD	70	Belle Isle		70769B	7035 WILLOUGHBY LN, BI
	M4	5/17/21	1:34:24	EMDD	70	Belle Isle	YES	70769B	7035 WILLOUGHBY LN, BI
OF210050515									
	E72	5/18/21	0:17:30	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R71	5/18/21	0:52:26	AA	72	Belle Isle	YES	72733B	HOFFNER AV/CONWAY RD
OF210050529									
	E70	5/18/21	0:04:57	EMDA	70	Belle Isle		70737B	1412 HORIZON CT, BI
	R70	5/18/21	0:47:15	EMDA	70	Belle Isle	YES	70737B	1412 HORIZON CT, BI
OF210050741									
	E70	5/19/21	0:08:43	EMDD	70	Belle Isle		70736B	6305 STOCKBRIDGE AV, BI
	R73	5/19/21	0:05:23	EMDD	70	Belle Isle		70736B	6305 STOCKBRIDGE AV, BI
OF210050811									
	E70	5/19/21	0:02:28	EMDB	72	Belle Isle		72733B	5170 CONWAY RD, BI
	R72	5/19/21	0:02:24	EMDB	72	Belle Isle		72733B	5170 CONWAY RD, BI
OF210050863									
	E71	5/19/21	0:02:06	EMDA	72	Belle Isle		72733B	4426 HOFFNER AV, BI
	E72	5/19/21	0:24:15	EMDA	72	Belle Isle		72733B	4426 HOFFNER AV, BI
	R72	5/19/21	1:00:43	EMDA	72	Belle Isle	YES	72733B	4426 HOFFNER AV, BI
OF210050907									
	E72	5/19/21	0:19:22	EMDD	72	Belle Isle		72732B	4327 ARAJO CT, BI
	R72	5/19/21	1:33:26	EMDD	72	Belle Isle	YES	72732B	4327 ARAJO CT, BI
OF210051087									
	E70	5/20/21	0:19:02	EMDA	70	Belle Isle		70773B	1765 PAM CIR, BI
	R73	5/20/21	0:18:57	EMDA	70	Belle Isle		70773B	1765 PAM CIR, BI

e.

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
OF210051101	E70	5/20/21	0:25:33	AFA	73	Belle Isle		73777B	7830 HOLIDAY ISLE DR, BI
OF210051256	E72	5/20/21	0:15:19	EMDD	72	Belle Isle		72733B	3726 ST MORITZ ST, BI
	R72	5/20/21	0:55:37	EMDD	72	Belle Isle	YES	72733B	3726 ST MORITZ ST, BI
OF210051321	CPT4	5/20/21	0:06:49	EMDD	70	Belle Isle		70736B	6501 MATCHETT RD, BI
	E73	5/20/21	0:08:56	EMDD	70	Belle Isle		70736B	6501 MATCHETT RD, BI
	R70	5/20/21	0:09:48	EMDD	70	Belle Isle		70736B	6501 MATCHETT RD, BI
OF210051384	E71	5/20/21	0:26:18	ANMLRES	72	Belle Isle		72732B	4222 PLAYA CT, BI
OF210051541	E70	5/21/21	0:16:22	EMDC	72	Belle Isle		72734B	2826 HOFFNER AV, BI
	R70	5/21/21	1:23:23	EMDC	72	Belle Isle	YES	72734B	2826 HOFFNER AV, BI
OF210051883	E72	5/22/21	0:23:35	EMDC	72	Belle Isle		72732B	4222 PLAYA CT, BI
	R72	5/22/21	0:59:23	EMDC	72	Belle Isle	YES	72732B	4222 PLAYA CT, BI
OF210052364	E72	5/23/21	0:19:47	EMDB	72	Belle Isle		72732B	4221 PLAYA CT, BI
	M5	5/23/21	0:13:00	EMDB	72	Belle Isle		72732B	4221 PLAYA CT, BI
OF210052523	E72	5/23/21	0:16:58	EMDB	72	Belle Isle		72732B	4222 PLAYA CT, BI
	R72	5/23/21	1:10:54	EMDB	72	Belle Isle	YES	72732B	4222 PLAYA CT, BI
OF210052541	E73	5/23/21	0:29:51	EMDD	73	Belle Isle		73777B	2601 MCCOY RD, BI
	R73	5/23/21	1:08:15	EMDD	73	Belle Isle	YES	73777B	2601 MCCOY RD, BI
OF210052946	E70	5/25/21	0:20:02	EMDD	73	Belle Isle		73777B	2601 MCCOY RD, BI
	R70	5/25/21	0:50:47	EMDD	73	Belle Isle	YES	73777B	2601 MCCOY RD, BI
OF210053048	R70	5/25/21	1:28:38	EMDC	70	Belle Isle	YES	70735B	1903 HOFFNER AV, BI
OF210053233	E73	5/25/21	0:22:32	EMDC	73	Belle Isle		73777B	2822 TRENTWOOD BLVD, E
	R73	5/25/21	0:52:53	EMDC	73	Belle Isle	YES	73777B	2822 TRENTWOOD BLVD, E
OF210053264	E70	5/25/21	0:13:49	EMDB	70	Belle Isle		70773B	1701 PERKINS RD, BI
	R70	5/25/21	0:45:03	EMDB	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
OF210053294	E50	5/25/21	0:04:57	EMDA	70	Belle Isle		70737B	7211 MATCHETT RD, BI
	R51	5/25/21	0:23:05	EMDA	70	Belle Isle		70737B	7211 MATCHETT RD, BI
OF210054162	E70	5/28/21	0:22:45	EMDD	70	Belle Isle		70773B	1723 WIND HARBOR RD, BI
	R70	5/28/21	0:51:26	EMDD	70	Belle Isle	YES	70773B	1723 WIND HARBOR RD, BI
OF210054169	E72	5/28/21	0:36:24	EMDB	72	Belle Isle		72734B	2829 MONTMART DR, BI
	R72	5/28/21	1:06:05	EMDB	72	Belle Isle	YES	72734B	2829 MONTMART DR, BI
OF210054378	E73	5/28/21	0:21:08	EMDD	73	Belle Isle		73777B	3213 FLOWERTREE RD, BI
	R72	5/28/21	1:15:26	EMDD	73	Belle Isle	YES	73777B	3213 FLOWERTREE RD, BI
OF210054676	R70	5/29/21	1:04:57	EMDA	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
OF210055096	E70	5/30/21	0:30:51	EMDA	70	Belle Isle		70773B	1701 WIND WILLOW RD, BI
	R70	5/30/21	2:09:52	EMDA	70	Belle Isle	YES	70773B	1701 WIND WILLOW RD, BI

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
OF210055125									
	E72	5/30/21	0:17:03	EMDD	72	Belle Isle		72734B	5003 GRAMONT AV, BI
	R72	5/30/21	2:18:56	EMDD	72	Belle Isle	YES	72734B	5003 GRAMONT AV, BI

SERVICE AREA INCIDENT TOTAL 66

Total OCFR Units Used 137

Total OCFR Transports 44

	EMS	Fire Service	Vehicle Accident
Total	59	4	3



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

Meeting Date: June 15, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 21-07 designating Swim Only areas

Background: The Council tabled the first reading of the ordinance until the areas could be looked at to see if the Council could designate some city parks as swim only areas. Commissioner Carugno volunteered to look at the areas and report back to Council. Commissioner Carugno and I looked at the areas to determine which lakeside parks may be better for swim areas. Those lakeside areas were Labelle Beach, Peninsular Park, Cross Lake Park, Swann Beach and Delia Beach. We concluded that LaBelle Beach and Delia Beach were best for Swim Only beaches; Cross Lake Beach and Peninsular Park were best to allow vessels to pull up to and Swann Beach could be a combination of Swim Only and pull up due to its layout.

Staff Recommendation: Move forward with a second reading of the ordinance.

Suggested Motion: I move that we place the second reading and adoption of Ordinance 21-07 on the July 6, 2021 Agenda.

Alternatives: Continue to make changes to the draft ordinance.

Fiscal Impact: None at this time

Attachments: Ordinance 21-07 (Revised)
Photos

ORDINANCE NO. 21-07

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING CHAPTER 34, ARTICLE II OF THE CITY CODE GOVERNING BOAT EQUIPMENT AND OPERATION; CREATING A NEW 34-39 DESIGNATING SWIM AREAS, AND ESTABLISHING A RELATED VESSEL-EXCLUSION ZONE, ON THE LAKE CONWAY CHAIN OF LAKES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, DIRECTION TO CITY STAFF, AND THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, for years, members of the public have utilized that certain area located on the Lake Conway Chain of Lakes, as more particularly described in this Ordinance and including the sandbar located therein, as a public swim area (hereinafter the “Swim Areas”); and

WHEREAS, the City finds that protection of the safety, health, and welfare of the public necessitates that the City establish a vessel-exclusion zone at the Swim Areas; and

WHEREAS, the City is authorized to establish a vessel-exclusion zone at the Swim Areas in accordance with Section 327.46(1)(b)3., Florida Statutes.

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

SECTION 2. City Code Amendment. A new Section 34-39 is hereby created in Chapter 34, Article II of the City Code, as follows:

Sec. 34-39. – Swim Area Vessel-Exclusion Zone.

The City hereby designates the following described areas as public swim areas and establishes vessel-exclusion zones corresponding to such areas in accordance with Section 327.46(1)(b)3., Florida Statutes:

- a. **Swann Beach (Coordinates: 28.46016112, -81.35484684; 28.4601725,-81.35485002; 28.46018966,-81.35470137; 28.46019786,-81.35476337) (Dimensions: 25’w/75’d approximate)**
- b. **Delia Beach (Coordinates: 28.46845601,-81.36028986; 28.46842758,-81.36028657; 28.46842934,-81.36028371; 28.4684252,-81.36028579) (Dimensions: 50’w/75’d approximate)**
- c. **LaBelle Beach (Coordinates: 28.47379257, -81.35900769; 28.47380679, -81.35899351; 28.47369044; -81.35893945; 28.47369013,-8135894275) (Dimensions: 25’w/75’d approximate)**

SECTION 3. Codification. This Ordinance shall be incorporated into the Belle Isle City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Direction to City Staff. City staff, under direction of the City Manager, are hereby directed and authorized, as of the Effective Date of this Ordinance, to apply to the Florida Fish and Wildlife Conservation, Boating and Waterways Section to construct, install, and/or contract for the construction and installation of such regulatory markers and signs as necessary to implement and inform the public of the swim areas and vessel-exclusion zones established by this Ordinance.

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

FIRST READING: _____, 2021

SECOND READING: _____, 2021

ADOPTED this ____ day of _____, 2021, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL
CITY OF BELLE ISLE

Nick Fouraker, Mayor

ATTEST:

Yolanda Quiceno, City Clerk

Date





NO
BOATS
WITHIN
100 FEET



NO
BOATS
WITHIN
100 FEET















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

Meeting Date: June 15, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Resolution 21-08, MOU with State for Opioid Litigation Allocation

Background: Since 2018, the State of Florida and several local governments (approximately 100 counties and cities) have been engaged in ongoing litigation against manufacturers and distributors of opioid medications such as Vicodin, Oxycodone, and Hydrocodone seeking damages suffered as a result of the opioid epidemic within the state.

To increase its bargaining power in settlement negotiations with the defendants involved in the opioid supply chain and maximize the amount of any settlement the state and its political subdivisions might realize, the state is requesting that local governments throughout the state, including those governments not currently involved in the litigation, join the state and other local governments in a Memorandum of Understanding to be used as a guide in developing and implementing a statewide unified plan for the allocation and distribution of settlement proceeds.

Belle Isle is not presently involved in the opioid litigation. Regardless, participation in the Memorandum of Understanding and assent to the formal agreements to be developed and executed in connection pursuant thereto would entitle the city to an allocation of funds to be used for the express purpose of prospective abatement of the opioid epidemic, including, but not limited to, programs, services, and training designed to curtail or otherwise mitigate opioid addiction and its consequences.

According to current estimates from the state, the City of Belle Isle could, in exchange for its participation, receive up to \$2,105.66 to be used for Approved Purposes, which are defined as forward looking strategies, programming, and services used to expand the availability of treatment for individuals impacted by substance abuse disorders, including, but not limited to, FDA-approved drugs used to reverse overdoses and other items and programs as more comprehensively set forth in Schedules A & B of the Memorandum of Understanding.

Staff Recommendation: Approve Resolution 21-08 and the Memorandum of Understanding.

Suggested Motion: I move that we approve Resolution 21-08 and the Memorandum of Understanding with the state.

Alternatives: Do not approve the Resolution or MOU.

Fiscal Impact: Revenue of \$2,105.66

Attachments: Clarifying Letter from AGO
Resolution 21-08
Proposed MOU

RESOLUTION NO. 21-08

A Resolution authorizing The City of Belle Isle (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the City of Belle Isle has suffered harm from the opioid epidemic;

WHEREAS, the City of Belle Isle recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and several Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No.2804 (N.D. Ohio) (the "Opioid Litigation") and City of Belle Isle [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid-related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds, and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

1 WHEREAS, participation in the Florida Plan by a large majority of Florida
2 cities and counties will materially increase the amount of funds to Florida and
3 should improve Florida's relative bargaining position during additional
4 settlement negotiations;

5 WHEREAS, failure to participate in the Florida Plan will reduce funds
6 available to the State, City of Belle Isle, and every other Florida city and
7 county;

8
9 NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT

10 SECTION 1. That this Governmental Unit finds that participation in the
11 Florida Plan would be in the best interest of the Governmental Unit and its
12 citizens in that such a plan ensures that almost all of the settlement funds go
13 to abate and resolve the opioid epidemic and each and every city and county
14 receives funds for the harm that it has suffered.

15 SECTION 2. That this Governmental Unit hereby expresses its support of a
16 unified plan for the allocation and use of opioid settlement proceeds as
17 generally described in the Florida Plan, attached hereto as Exhibit "A."

18 SECTION 3. That [official name] is hereby expressly authorized to execute
19 the Florida Plan in substantially the form contained in Exhibit "A."

20 SECTION 4. That the City of Belle Isle is hereby authorized to execute any
21 formal agreements implementing a unified plan for the allocation and use of
22 opioid settlement proceeds that are not substantially inconsistent with the
23 Florida Plan and this Resolution.

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1 SECTION 5. That the Clerk is and hereby is instructed to record this
2 Resolution in the appropriate record book upon its adoption.

3 SECTION 6. The Clerk of this Governmental Unit is hereby directed to
4 furnish a certified copy of this Ordinance/Resolution to The Florida (Florida
5 League of Cities/Florida Association of Counties]

6 Attorney General Ashley Moody
7 c/o John M. Guard
8 The Capitol, PL-01
9 Tallahassee, FL 32399-1050

10 SECTION 7. This Resolution shall take effect immediately upon its adoption
11 Adopted this day of _____, 2021.

12
13 _____
14 Mayor Fouraker

15 ATTEST:
16 _____
17 Yolanda Quiceno, City Clerk

18
19 _____

20 APPROVED AS TO FORM AND LEGALITY
21 CITY ATTORNEY

22
23
24
25

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing
4 Resolution _____ was duly and legally passed and adopted by the Belle Isle City Council in session
5 assembled, at which session a quorum of its members were present on the ____ day of _____ 2021.

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7 _____

8 Yolanda Quiceno, City Clerk

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PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government’s share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’ fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys’ fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
- 2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
- 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
- 6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
- 7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
- 3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
- 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund	15%
Regional Fund	35%
Scenario 1	\$ 130,000,000.00
City/County Fund Scenario 1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	\$ 100,000,000.00
City/County Fund Scenario 2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	\$ 70,000,000.00
City/County Fund Scenario 3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,229.46		\$ 123,253.43		\$ 86,277.40	
	Alachua		0.013113332457%	\$ 2,957.10		\$ 1,967.00		\$ 1,376.90	
	Archer		0.000219705515%	\$ 42.84		\$ 32.96		\$ 23.07	
	Gainesville		0.381597611347%	\$ 74,411.53		\$ 57,239.64		\$ 40,067.75	
	Hawthorne		0.000270546460%	\$ 52.76		\$ 40.58		\$ 28.41	
	High Springs		0.011987568663%	\$ 2,337.58		\$ 1,798.14		\$ 1,258.69	
	La Crosse		0.000975056706%	\$ 190.14		\$ 146.26		\$ 102.38	
	Micanopy		0.002113530737%	\$ 412.14		\$ 317.03		\$ 221.92	
	Newberry		0.006102729215%	\$ 1,190.03		\$ 915.41		\$ 640.79	
	Waldo		0.002988721299%	\$ 582.80		\$ 448.31		\$ 313.82	
Baker		0.193173804130%			\$ 87,894.08		\$ 67,610.83		\$ 47,327.58
	Baker County		0.169449240037%	\$ 33,042.60		\$ 25,417.39		\$ 17,792.17	
	Glen St. Mary		0.000096234647%	\$ 18.77		\$ 14.44		\$ 10.10	
	Macclenny		0.023628329446%	\$ 4,607.52		\$ 3,544.25		\$ 2,480.97	
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508772605155%	\$ 99,210.66		\$ 76,315.89		\$ 53,421.12	
	Callaway		0.024953825527%	\$ 4,866.00		\$ 3,743.07		\$ 2,620.15	
	Lynn Haven		0.039205632015%	\$ 7,645.10		\$ 5,880.84		\$ 4,116.59	
	Mexico Beach		0.005614292988%	\$ 1,094.79		\$ 842.14		\$ 589.50	
	Panama City		0.15513855596%	\$ 30,255.00		\$ 23,273.08		\$ 16,291.15	
	Panama City Beach		0.080897023117%	\$ 15,774.92		\$ 12,134.55		\$ 8,494.19	
	Parker		0.008704696178%	\$ 1,697.42		\$ 1,305.70		\$ 913.99	
	Springfield		0.016354442736%	\$ 3,189.12		\$ 2,453.17		\$ 1,717.22	
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74		\$ 22,713.65		\$ 15,899.55	
	Brooker		0.000424885045%	\$ 82.85		\$ 63.73		\$ 44.61	
	Hampton		0.002839829959%	\$ 553.77		\$ 425.97		\$ 298.18	
	Lawtley		0.003400896108%	\$ 663.17		\$ 510.13		\$ 357.09	
	Starke		0.031392468132%	\$ 6,121.53		\$ 4,708.87		\$ 3,296.21	
Brevard		3.878799180444%			\$ 1,764,853.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323022668525%	\$ 452,989.42		\$ 348,453.40		\$ 243,917.38	
	Cape Canaveral		0.045560750209%	\$ 8,884.35		\$ 6,834.11		\$ 4,783.88	
	Cocoa		0.149245411423%	\$ 29,102.86		\$ 22,386.81		\$ 15,670.77	
	Cocoa Beach		0.084363286155%	\$ 16,450.84		\$ 12,654.49		\$ 8,858.15	
	Grant-Valkaria		0.000321387406%	\$ 62.67		\$ 48.21		\$ 33.75	
	Indialantic		0.024136738902%	\$ 4,706.66		\$ 3,620.51		\$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	\$ 4,112.53		\$ 3,163.49		\$ 2,214.44	
	Malabar		0.002505732317%	\$ 488.62		\$ 375.86		\$ 263.10	
	Melbourne		0.383104682233%	\$ 74,705.41		\$ 57,465.70		\$ 40,225.99	
	Melbourne Beach		0.012091066302%	\$ 2,357.76		\$ 1,813.66		\$ 1,269.56	
	Melbourne Village		0.003782203200%	\$ 737.53		\$ 567.33		\$ 397.13	
	Palm Bay		0.404817397481%	\$ 78,939.39		\$ 60,722.61		\$ 42,505.83	
	Palm Shores		0.000127102364%	\$ 24.78		\$ 19.07		\$ 13.35	
	Rockledge		0.096603243798%	\$ 18,837.63		\$ 14,490.49		\$ 10,143.34	
	Satellite Beach		0.035975416224%	\$ 7,015.21		\$ 5,396.31		\$ 3,777.42	
	Titusville		0.240056418924%	\$ 46,811.00		\$ 36,008.46		\$ 25,205.92	
	West Melbourne		0.051997577066%	\$ 10,139.53		\$ 7,799.64		\$ 5,459.75	
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,286.94		\$ 2,219,200.85
	Broward County		3.966403576878%	\$ 773,448.70		\$ 594,960.54		\$ 416,472.38	
	Coconut Creek		0.101131719448%	\$ 19,720.69		\$ 15,169.76		\$ 10,618.83	
	Cooper City		0.073935445073%	\$ 14,417.41		\$ 11,090.32		\$ 7,763.22	
	Coral Springs		0.323406517664%	\$ 63,064.27		\$ 48,510.98		\$ 33,957.68	
	Dania Beach		0.017807041180%	\$ 3,472.37		\$ 2,671.06		\$ 1,869.74	
	Davie		0.266922227153%	\$ 52,049.83		\$ 40,038.33		\$ 28,026.83	
	Deerfield Beach		0.202423224725%	\$ 39,472.53		\$ 30,363.48		\$ 21,254.44	
	Fort Lauderdale		0.830581264531%	\$ 161,963.35		\$ 124,587.19		\$ 87,211.03	
	Hallandale Beach		0.154950491814%	\$ 30,215.35		\$ 23,242.57		\$ 16,269.80	
	Hillsboro Beach		0.012407006463%	\$ 2,419.37		\$ 1,861.05		\$ 1,302.74	
	Hollywood		0.520164608456%	\$ 101,432.10		\$ 78,024.69		\$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48		\$ 3,421.14		\$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	\$	12,211.90	\$	9,393.77	\$	6,575.64	
	Lauderhill		0.144382838130%	\$	28,154.65	\$	21,657.43	\$	15,160.20	
	Lazy Lake		0.000021788977%	\$	4.25	\$	3.27	\$	2.29	
	Lighthouse Point		0.029131861803%	\$	5,680.71	\$	4,369.78	\$	3,058.85	
	Margate		0.143683775129%	\$	28,018.34	\$	21,552.57	\$	15,086.80	
	Miramar		0.279280208419%	\$	54,459.64	\$	41,892.03	\$	29,324.42	
	North Lauderdale		0.066069624496%	\$	12,883.58	\$	9,910.44	\$	6,937.31	
	Oakland Park		0.100430840699%	\$	19,584.01	\$	15,064.63	\$	10,545.24	
	Ocean Breeze		0.005381877237%	\$	1,049.47	\$	807.28	\$	565.10	
	Parkland		0.045804060448%	\$	8,931.79	\$	6,870.61	\$	4,809.43	
	Pembroke Park		0.024597938908%	\$	4,796.60	\$	3,689.69	\$	2,582.78	
	Pembroke Pines		0.462832363603%	\$	90,252.31	\$	69,424.85	\$	48,597.40	
	Plantation		0.213918725664%	\$	41,714.15	\$	32,087.81	\$	22,461.47	
	Pompano Beach		0.335472163493%	\$	65,417.07	\$	50,320.82	\$	35,224.58	
	Sea Ranch Lakes		0.005024174870%	\$	979.71	\$	753.63	\$	527.54	
	Southwest Ranches		0.025979723178%	\$	5,066.05	\$	3,896.96	\$	2,727.87	
	Sunrise		0.286071106146%	\$	55,783.87	\$	42,910.67	\$	30,037.47	
	Tamarac		0.134492458472%	\$	26,226.03	\$	20,173.87	\$	14,121.71	
	Weston		0.138637811283%	\$	27,034.37	\$	20,795.67	\$	14,556.97	
	West Park		0.029553115352%	\$	5,762.86	\$	4,432.97	\$	3,103.08	
	Wilton Manors		0.031630331127%	\$	6,167.91	\$	4,744.55	\$	3,321.18	
Calhoun		0.047127740781%		\$	21,443.12	\$	16,494.71	\$	11,546.30	
	Calhoun County		0.038866087128%	\$	7,578.89	\$	5,829.91	\$	4,080.94	
	Altha		0.000366781107%	\$	71.52	\$	55.02	\$	38.51	
	Blountstown		0.007896688293%	\$	1,539.85	\$	1,184.50	\$	829.15	
Charlotte		0.737346233376%		\$	335,492.54	\$	258,071.18	\$	180,649.83	
	Charlotte County		0.690225755587%	\$	134,594.02	\$	103,533.86	\$	72,473.70	
	Punta Gorda		0.047120477789%	\$	9,188.49	\$	7,068.07	\$	4,947.65	
Citrus		0.969645776606%		\$	441,188.83	\$	339,376.02	\$	237,563.22	
	Citrus County		0.92971566117%	\$	181,294.55	\$	139,457.35	\$	97,620.14	
	Crystal River		0.021928789266%	\$	4,276.11	\$	3,289.32	\$	2,302.52	
	Inverness		0.018001326222%	\$	3,510.26	\$	2,700.20	\$	1,890.14	
Clay		1.193429461456%		\$	543,010.40	\$	417,700.31	\$	292,390.22	
	Clay County		1.055764891131%	\$	205,874.15	\$	158,364.73	\$	110,855.31	
	Green Cove Springs		0.057762577142%	\$	11,263.70	\$	8,664.39	\$	6,065.07	
	Keystone Heights		0.000753535443%	\$	146.94	\$	113.03	\$	79.12	
	Orange Park		0.078589207339%	\$	15,324.90	\$	11,788.38	\$	8,251.87	
	Penney Farms		0.000561066149%	\$	109.41	\$	84.16	\$	58.91	
Collier		1.551333376427%		\$	705,856.69	\$	542,966.68	\$	380,076.68	
	Collier County		1.354673336030%	\$	264,161.30	\$	203,201.00	\$	142,240.70	
	Everglades		0.000148891341%	\$	29.03	\$	22.33	\$	15.63	
	Marco Island		0.062094952003%	\$	12,108.52	\$	9,314.24	\$	6,519.97	
	Naples		0.134416197054%	\$	26,211.16	\$	20,162.43	\$	14,113.70	
Columbia		0.446781150792%		\$	203,285.42	\$	156,373.40	\$	109,461.38	
	Columbia County		0.341887201373%	\$	66,668.00	\$	51,283.08	\$	35,898.16	
	Fort White		0.000236047247%	\$	46.03	\$	35.41	\$	24.78	
	Lake City		0.104659717920%	\$	20,408.64	\$	15,698.96	\$	10,989.27	
DeSoto		0.113640407802%		\$	51,706.39	\$	39,774.14	\$	27,841.90	
	DeSoto County		0.096884684746%	\$	18,892.51	\$	14,532.70	\$	10,172.89	
	Arcadia		0.016755723056%	\$	3,267.37	\$	2,513.36	\$	1,759.35	
Dixie		0.103744580900%		\$	47,203.78	\$	36,310.60	\$	25,417.42	
	Dixie County		0.098822087921%	\$	19,270.31	\$	14,823.31	\$	10,376.32	
	Cross City		0.004639236282%	\$	904.65	\$	695.89	\$	487.12	
	Horseshoe Beach		0.000281440949%	\$	54.88	\$	42.22	\$	29.55	
Duval		5.434975156935%		\$	2,472,913.70	\$	1,902,241.30	\$	1,331,568.91	
	Jacksonville		5.270570064997%	\$	1,027,761.16	\$	790,585.51	\$	553,409.86	
	Atlantic Beach		0.038891507601%	\$	7,583.84	\$	5,833.73	\$	4,083.61	
	Baldwin		0.002251527589%	\$	439.05	\$	337.73	\$	236.41	
	Jacksonville Beach		0.100447182431%	\$	19,587.20	\$	15,067.08	\$	10,546.95	
	Neptune Beach		0.022814874318%	\$	4,448.90	\$	3,422.23	\$	2,395.56	
Escambia		1.341634449244%		\$	610,443.67	\$	469,572.06	\$	328,700.44	
	Escambia County		1.005860871574%	\$	196,142.87	\$	150,879.13	\$	105,615.39	
	Century		0.005136751249%	\$	1,001.67	\$	770.51	\$	539.36	
	Pensacola		0.330636826421%	\$	64,474.18	\$	49,595.52	\$	34,716.87	
Flagler		0.389864712244%		\$	177,388.44	\$	136,452.65	\$	95,516.85	
	Flagler County		0.279755934409%	\$	54,552.41	\$	41,963.39	\$	29,374.37	
	Beverly Beach		0.000154338585%	\$	30.10	\$	23.15	\$	16.21	
	Bunnell		0.009501809575%	\$	1,852.85	\$	1,425.27	\$	997.69	
	Flagler Beach		0.015482883669%	\$	3,019.16	\$	2,322.43	\$	1,625.70	
	Marineland		0.000114392127%	\$	22.31	\$	17.16	\$	12.01	
	Palm Coast		0.084857169626%	\$	16,547.15	\$	12,728.58	\$	8,910.00	
Franklin		0.049911282550%		\$	22,709.63	\$	17,468.95	\$	12,228.26	
	Franklin County		0.046254365966%	\$	9,019.60	\$	6,938.15	\$	4,856.71	
	Apalachicola		0.001768538606%	\$	344.87	\$	265.28	\$	185.70	
	Carabelle		0.00188837978%	\$	368.23	\$	283.26	\$	198.28	
Gadsden		0.123656074077%		\$	56,263.51	\$	43,279.63	\$	30,295.74	
	Gadsden County		0.090211810642%	\$	17,591.30	\$	13,531.77	\$	9,472.24	

	Lafayette County	0.031555885457%	\$ 6,153.40	\$ 4,733.38	\$ 3,313.37
	Mayo	0.000355886619%	\$ 69.40	\$ 53.38	\$ 37.37
Lake	1.139211224519%		\$ 518,341.11	\$ 398,723.93	\$ 279,106.75
	Lake County	0.757453827343%	\$ 147,703.50	\$ 113,618.07	\$ 79,532.65
	Astatula	0.002727253579%	\$ 531.81	\$ 409.09	\$ 286.36
	Clermont	0.075909163209%	\$ 14,802.29	\$ 11,386.37	\$ 7,970.46
	Eustis	0.041929254098%	\$ 8,176.20	\$ 6,289.39	\$ 4,402.57
	Fruitland Park	0.008381493024%	\$ 1,634.39	\$ 1,257.22	\$ 880.06
	Groveland	0.026154034992%	\$ 5,100.04	\$ 3,923.11	\$ 2,746.17
	Howey-In-The-Hills	0.002981458307%	\$ 581.38	\$ 447.22	\$ 313.05
	Lady Lake	0.025048244426%	\$ 4,884.41	\$ 3,757.24	\$ 2,630.07
	Leesburg	0.091339390185%	\$ 17,811.18	\$ 13,700.91	\$ 9,590.64
	Mascotte	0.011415608025%	\$ 2,226.04	\$ 1,712.34	\$ 1,198.64
	Minneola	0.016058475803%	\$ 3,131.40	\$ 2,408.77	\$ 1,686.14
	Montverde	0.001347285057%	\$ 262.72	\$ 202.09	\$ 141.46
	Mount Dora	0.041021380070%	\$ 7,999.17	\$ 6,153.21	\$ 4,307.24
	Tavares	0.031820984673%	\$ 6,205.09	\$ 4,773.15	\$ 3,341.20
	Umatilla	0.005623371728%	\$ 1,096.56	\$ 843.51	\$ 590.45
Lee	3.325371883359%		\$ 1,513,044.21	\$ 1,163,880.16	\$ 814,716.11
	Lee County	2.115268407509%	\$ 412,477.34	\$ 317,290.26	\$ 222,103.18
	Bonita Springs	0.017374893143%	\$ 3,388.10	\$ 2,606.23	\$ 1,824.36
	Cape Coral	0.714429677167%	\$ 139,313.79	\$ 107,164.45	\$ 75,015.12
	Estero	0.012080171813%	\$ 2,355.63	\$ 1,812.03	\$ 1,268.42
	Fort Myers	0.431100350585%	\$ 84,064.57	\$ 64,665.05	\$ 45,265.54
	Fort Myers Beach	0.000522935440%	\$ 101.97	\$ 78.44	\$ 54.91
	Sanibel	0.034595447702%	\$ 6,746.11	\$ 5,189.32	\$ 3,632.52
Leon	0.897199244939%		\$ 408,225.66	\$ 314,019.74	\$ 219,813.82
	Leon County	0.471201146391%	\$ 91,884.22	\$ 70,680.17	\$ 49,476.12
	Tallahassee	0.425998098549%	\$ 83,069.63	\$ 63,899.71	\$ 44,729.80
Levy	0.251192401748%		\$ 114,292.54	\$ 87,917.34	\$ 61,542.14
	Levy County	0.200131750679%	\$ 39,025.69	\$ 30,019.76	\$ 21,013.83
	Bronson	0.005701448894%	\$ 1,111.78	\$ 855.22	\$ 598.65
	Cedar Key	0.005180329202%	\$ 1,010.16	\$ 777.05	\$ 543.93
	Chiefland	0.015326729337%	\$ 2,988.71	\$ 2,299.01	\$ 1,609.31
	Fanning Springs	0.000808007885%	\$ 157.56	\$ 121.20	\$ 84.84
	Inglis	0.004976965420%	\$ 970.51	\$ 746.54	\$ 522.58
	Otter Creek	0.000408543312%	\$ 79.67	\$ 61.28	\$ 42.90
	Williston	0.01774357715%	\$ 3,466.00	\$ 2,666.15	\$ 1,866.31
	Yankeetown	0.000884269303%	\$ 172.43	\$ 132.64	\$ 92.85
Liberty	0.019399452225%		\$ 8,826.75	\$ 6,789.81	\$ 4,752.87
	Liberty County	0.019303217578%	\$ 3,764.13	\$ 2,895.48	\$ 2,026.84
	Bristol	0.000096234647%	\$ 18.77	\$ 14.44	\$ 10.10
Madison	0.063540287455%		\$ 28,910.83	\$ 22,239.10	\$ 15,567.37
	Madison County	0.053145129837%	\$ 10,363.30	\$ 7,971.77	\$ 5,580.24
	Greenville	0.000110760631%	\$ 21.60	\$ 16.61	\$ 11.63
	Lee	0.000019973229%	\$ 3.89	\$ 3.00	\$ 2.10
	Madison	0.010264423758%	\$ 2,001.56	\$ 1,539.66	\$ 1,077.76
Manatee	2.721323346235%		\$ 1,238,202.12	\$ 952,463.17	\$ 666,724.22
	Manatee County	2.201647174006%	\$ 429,321.20	\$ 330,247.08	\$ 231,172.95
	Anna Maria	0.009930326116%	\$ 1,936.41	\$ 1,489.55	\$ 1,042.68
	Bradenton	0.379930754632%	\$ 74,086.50	\$ 56,989.61	\$ 39,892.73
	Bradenton Beach	0.014012127744%	\$ 2,732.36	\$ 2,101.82	\$ 1,471.27
	Holmes Beach	0.028038781473%	\$ 5,467.56	\$ 4,205.82	\$ 2,944.07
	Longboat Key	0.034895046131%	\$ 6,804.53	\$ 5,234.26	\$ 3,663.98
	Palmetto	0.052869136132%	\$ 10,309.48	\$ 7,930.37	\$ 5,551.26
Marion	1.701176168960%		\$ 774,035.16	\$ 595,411.66	\$ 416,788.16
	Marion County	1.303728892837%	\$ 254,227.13	\$ 195,559.33	\$ 136,891.53
	Belleview	0.009799592256%	\$ 1,910.92	\$ 1,469.94	\$ 1,028.96
	Dunnellon	0.018400790795%	\$ 3,588.15	\$ 2,760.12	\$ 1,932.08
	McIntosh	0.000145259844%	\$ 28.33	\$ 21.79	\$ 15.25
	Ocala	0.368994504094%	\$ 71,953.93	\$ 55,349.18	\$ 38,744.42
	Reddick	0.000107129135%	\$ 20.89	\$ 16.07	\$ 11.25
Martin	0.869487298116%		\$ 395,616.72	\$ 304,320.55	\$ 213,024.39
	Martin County	0.750762795758%	\$ 146,398.75	\$ 112,614.42	\$ 78,830.09
	Jupiter Island	0.020873839646%	\$ 4,070.40	\$ 3,131.08	\$ 2,191.75
	Ocean Breeze Park	0.008270732393%	\$ 1,612.79	\$ 1,240.61	\$ 868.43
	Sewall's Point	0.008356072551%	\$ 1,629.43	\$ 1,253.41	\$ 877.39
	Stuart	0.081223857767%	\$ 15,838.65	\$ 12,183.58	\$ 8,528.51
Miami-Dade	5.232119784173%		\$ 2,380,614.50	\$ 1,831,241.92	\$ 1,281,869.35
	Miami-Dade County	4.282797675552%	\$ 835,145.55	\$ 642,419.65	\$ 449,693.76
	Aventura	0.024619727885%	\$ 4,800.85	\$ 3,692.96	\$ 2,585.07
	Bal Harbour	0.010041086747%	\$ 1,958.01	\$ 1,506.16	\$ 1,054.31
	Bay Harbor Islands	0.004272455175%	\$ 833.13	\$ 640.87	\$ 448.61
	Biscayne Park	0.001134842535%	\$ 221.29	\$ 170.23	\$ 119.16
	Coral Gables	0.071780152131%	\$ 13,997.13	\$ 10,767.02	\$ 7,536.92
	Cutler Bay	0.009414653668%	\$ 1,835.86	\$ 1,412.20	\$ 988.54
	Doral	0.013977628531%	\$ 2,725.64	\$ 2,096.64	\$ 1,467.65

	El Portal		0.000924215760%	\$	180.22	\$	138.63	\$	97.04
	Florida City		0.003929278792%	\$	766.21	\$	589.39	\$	412.57
	Golden Beach		0.002847092951%	\$	555.18	\$	427.06	\$	298.94
	Hialeah		0.098015895785%	\$	19,113.10	\$	14,702.38	\$	10,291.67
	Hialeah Gardens		0.005452691411%	\$	1,063.27	\$	817.90	\$	572.53
	Homestead		0.024935668046%	\$	4,862.46	\$	3,740.35	\$	2,618.25
	Indian Creek		0.002543863026%	\$	496.05	\$	381.58	\$	267.11
	Key Biscayne		0.013683477346%	\$	2,668.28	\$	2,052.52	\$	1,436.77
	Medley		0.008748274131%	\$	1,705.91	\$	1,312.24	\$	918.57
	Miami		0.292793005448%	\$	57,094.64	\$	43,918.95	\$	30,743.27
	Miami Beach		0.181409572478%	\$	35,374.87	\$	27,211.44	\$	19,048.01
	Miami Gardens		0.040683650932%	\$	7,933.31	\$	6,102.55	\$	4,271.78
	Miami Lakes		0.007836768608%	\$	1,528.17	\$	1,175.52	\$	822.86
	Miami Shores		0.006287935516%	\$	1,226.15	\$	943.19	\$	660.23
	Miami Springs		0.006169911893%	\$	1,203.13	\$	925.49	\$	647.84
	North Bay Village		0.005160355974%	\$	1,006.27	\$	774.05	\$	541.84
	North Miami		0.030379280717%	\$	5,923.96	\$	4,556.89	\$	3,189.82
	North Miami Beach		0.030391990953%	\$	5,926.44	\$	4,558.80	\$	3,191.16
	Opa-locka		0.007847663096%	\$	1,530.29	\$	1,177.15	\$	824.00
	Palmetto Bay		0.007404620570%	\$	1,443.90	\$	1,110.69	\$	777.49
	Pinecrest		0.008296152866%	\$	1,617.75	\$	1,244.42	\$	871.10
	South Miami		0.007833137111%	\$	1,527.46	\$	1,174.97	\$	822.48
	Sunny Isles Beach		0.007693324511%	\$	1,500.20	\$	1,154.00	\$	807.80
	Surfside		0.004869836285%	\$	949.62	\$	730.48	\$	511.33
	Sweetwater		0.004116300842%	\$	802.68	\$	617.45	\$	432.21
	Virginia Gardens		0.001172973244%	\$	228.73	\$	175.95	\$	123.16
	West Miami		0.002654623657%	\$	517.65	\$	398.19	\$	278.74
Monroe		0.476388738585%		\$	216,756.88	\$	166,736.06	\$	116,715.24
	Monroe County		0.330124785469%	\$	64,374.33	\$	49,518.72	\$	34,663.10
	Islamorada		0.022357305808%	\$	4,359.67	\$	3,353.60	\$	2,347.52
	Key Colony Beach		0.004751812661%	\$	926.60	\$	712.77	\$	498.94
	Key West		0.088087385417%	\$	17,177.04	\$	13,213.11	\$	9,249.18
	Layton		0.000150707089%	\$	29.39	\$	22.61	\$	15.82
	Marathon		0.030916742141%	\$	6,028.76	\$	4,637.51	\$	3,246.26
Nassau		0.476933463002%		\$	217,004.73	\$	166,926.71	\$	116,848.70
	Nassau County		0.392706357951%	\$	76,577.74	\$	58,905.95	\$	41,234.17
	Callahan		0.000225152759%	\$	43.90	\$	33.77	\$	23.64
	Fernandina Beach		0.083159445195%	\$	16,216.09	\$	12,473.92	\$	8,731.74
	Hillard		0.000842507098%	\$	164.29	\$	126.38	\$	88.46
Okaloosa		0.819212865955%		\$	372,741.85	\$	286,724.50	\$	200,707.15
	Okaloosa County		0.612059617545%	\$	119,351.63	\$	91,808.94	\$	64,266.26
	Cinco Bayou		0.000733562214%	\$	143.04	\$	110.03	\$	77.02
	Crestview		0.070440130066%	\$	13,735.83	\$	10,566.02	\$	7,396.21
	Destin		0.014678507281%	\$	2,862.31	\$	2,201.78	\$	1,541.24
	Fort Walton Beach		0.077837487644%	\$	15,178.31	\$	11,675.62	\$	8,172.94
	Laurel Hill		0.000079892914%	\$	15.58	\$	11.98	\$	8.39
	Mary Esther		0.009356549730%	\$	1,824.53	\$	1,403.48	\$	982.44
	Niceville		0.021745398713%	\$	4,240.35	\$	3,261.81	\$	2,283.27
	Shalimar		0.001824826796%	\$	355.84	\$	273.72	\$	191.61
	Valparaiso		0.010456893052%	\$	2,039.09	\$	1,568.53	\$	1,097.97
Okeechobee		0.353495278692%		\$	160,840.35	\$	123,723.35	\$	86,606.34
	Okeechobee County		0.314543851405%	\$	61,336.05	\$	47,181.58	\$	33,027.10
	Okeechobee		0.038951427287%	\$	7,595.53	\$	5,842.71	\$	4,089.90
Orange		4.671028214546%		\$	2,125,317.84	\$	1,634,859.88	\$	1,144,401.91
	Orange County		3.063330386979%	\$	597,349.43	\$	459,499.56	\$	321,649.69
	Apopka		0.097215150892%	\$	18,956.95	\$	14,582.27	\$	10,207.59
	Bay Lake		0.023566594013%	\$	4,595.49	\$	3,534.99	\$	2,474.49
	Belle Isle		0.010798253686%	\$	2,105.66	\$	1,619.74	\$	1,133.82
	Eatonville		0.008325204835%	\$	1,623.41	\$	1,248.78	\$	874.15
	Edgewood		0.009716067845%	\$	1,894.63	\$	1,457.41	\$	1,020.19
	Lake Buena Vista		0.010355211161%	\$	2,019.27	\$	1,553.28	\$	1,087.30
	Maitland		0.046728276209%	\$	9,112.01	\$	7,009.24	\$	4,906.47
	Oakland		0.005429086686%	\$	1,058.67	\$	814.36	\$	570.05
	Ocoee		0.066599822928%	\$	12,986.97	\$	9,989.97	\$	6,992.98
	Orlando		1.160248481490%	\$	226,248.45	\$	174,037.27	\$	121,826.09
	Windemere		0.007548064667%	\$	1,471.87	\$	1,132.21	\$	792.55
	Winter Garden		0.056264584996%	\$	10,971.59	\$	8,439.69	\$	5,907.78
	Winter Park		0.014903028159%	\$	20,456.09	\$	15,735.45	\$	11,014.82
Osceola		1.073452092940%		\$	488,420.70	\$	375,708.23	\$	262,995.76
	Osceola County		0.837248691390%	\$	163,263.49	\$	125,587.30	\$	87,911.11
	Kissimmee		0.162366006872%	\$	31,661.37	\$	24,354.90	\$	17,048.43
	St. Cloud		0.073837394678%	\$	14,398.29	\$	11,075.61	\$	7,752.93
Palm Beach		8.601594372053%		\$	3,913,725.44	\$	3,010,558.03	\$	2,107,390.62
	Palm Beach County		5.552548475026%	\$	1,082,746.95	\$	832,882.27	\$	583,017.59
	Atlantis		0.018751230169%	\$	3,656.49	\$	2,812.68	\$	1,968.88
	Belle Glade		0.020828445945%	\$	4,061.55	\$	3,124.27	\$	2,186.99
	Boca Raton		0.472069073961%	\$	92,053.47	\$	70,810.36	\$	49,567.25

	Frostproof		0.005857603227%	\$	1,142.23	\$	878.64	\$	615.05
	Haines City		0.047984773863%	\$	9,357.03	\$	7,197.72	\$	5,038.40
	Highland Park		0.000063551182%	\$	12.39	\$	9.53	\$	6.67
	Hillcrest Heights		0.000005447244%	\$	1.06	\$	0.82	\$	0.57
	Lake Alfred		0.007489960729%	\$	1,460.54	\$	1,123.49	\$	786.45
	Lake Hamilton		0.002540231530%	\$	495.35	\$	381.03	\$	266.72
	Lakeland		0.294875668468%	\$	57,500.76	\$	44,231.35	\$	30,961.95
	Lake Wales		0.036293172134%	\$	7,077.17	\$	5,443.98	\$	3,810.78
	Mulberry		0.005414560702%	\$	1,055.84	\$	812.18	\$	568.53
	Polk City		0.001080370093%	\$	210.67	\$	162.06	\$	113.44
	Winter Haven		0.097033576087%	\$	18,921.55	\$	14,555.04	\$	10,188.53
Putnam		0.384893194068%		\$	175,126.40	\$	134,712.62	\$	94,298.83
	Putnam County		0.329225990182%	\$	64,199.07	\$	49,383.90	\$	34,568.73
	Crescent City		0.005561636294%	\$	1,084.52	\$	834.25	\$	583.97
	Interlachen		0.001877483489%	\$	366.11	\$	281.62	\$	197.14
	Palatka		0.046955244716%	\$	9,156.27	\$	7,043.29	\$	4,930.30
	Pomona Park		0.000379491344%	\$	74.00	\$	56.92	\$	39.85
	Welaka		0.000893348043%	\$	174.20	\$	134.00	\$	93.80
Santa Rosa		0.701267319513%		\$	319,076.63	\$	245,443.56	\$	171,810.49
	Santa Rosa County		0.592523984216%	\$	115,542.18	\$	88,878.60	\$	62,215.02
	Gulf Breeze		0.061951507906%	\$	12,080.54	\$	9,292.73	\$	6,504.91
	Jay		0.000159785829%	\$	31.16	\$	23.97	\$	16.78
	Milton		0.046632041562%	\$	9,093.25	\$	6,994.81	\$	4,896.36
Sarasota		2.805043857579%		\$	1,276,294.96	\$	981,765.35	\$	687,235.75
	Sarasota County		1.924315263251%	\$	375,241.48	\$	288,647.29	\$	202,053.10
	Longboat Key		0.044489458856%	\$	8,675.44	\$	6,673.42	\$	4,671.39
	North Port		0.209611717277%	\$	40,874.30	\$	31,441.77	\$	22,009.24
	Sarasota		0.484279979635%	\$	94,434.60	\$	72,642.00	\$	50,849.40
	Venice		0.142347384560%	\$	27,757.74	\$	21,352.11	\$	14,946.48
Seminole		2.141148264544%		\$	974,222.46	\$	749,401.89	\$	524,581.32
	Seminole County		1.508694164839%	\$	294,195.36	\$	226,304.12	\$	158,412.89
	Altamonte Springs		0.081305566430%	\$	15,854.59	\$	12,195.83	\$	8,537.08
	Casselberry		0.080034542791%	\$	15,606.74	\$	12,005.18	\$	8,403.63
	Lake Mary		0.079767627827%	\$	15,554.69	\$	11,965.14	\$	8,375.60
	Longwood		0.061710013415%	\$	12,033.45	\$	9,256.50	\$	6,479.55
	Oviedo		0.103130858057%	\$	20,110.52	\$	15,469.63	\$	10,828.74
	Sanford		0.164243490362%	\$	32,027.48	\$	24,636.52	\$	17,245.57
	Winter Springs		0.062262000824%	\$	12,141.09	\$	9,339.30	\$	6,537.51
St. Johns		0.710333349554%		\$	323,201.67	\$	248,616.67	\$	174,031.67
	St. Johns County		0.656334818131%	\$	127,985.29	\$	98,450.22	\$	68,915.16
	Hastings		0.000010894488%	\$	2.12	\$	1.63	\$	1.14
	Marineland		0.000000000000%	\$	-	\$	-	\$	-
	St. Augustine		0.046510386442%	\$	9,069.53	\$	6,976.56	\$	4,883.59
	St. Augustine Beach		0.007477250493%	\$	1,458.06	\$	1,121.59	\$	785.11
St. Lucie		1.506627843552%		\$	685,515.67	\$	527,319.75	\$	369,123.82
	St. Lucie County		0.956156584302%	\$	186,450.53	\$	143,423.49	\$	100,396.44
	Fort Pierce		0.159535255654%	\$	31,109.37	\$	23,930.29	\$	16,751.20
	Port St. Lucie		0.390803453989%	\$	76,206.67	\$	58,620.52	\$	41,034.36
	St. Lucie Village		0.000132549608%	\$	25.85	\$	19.88	\$	13.92
Sumter		0.326398870459%		\$	148,511.49	\$	114,239.60	\$	79,967.72
	Sumter County		0.302273026046%	\$	58,943.24	\$	45,340.95	\$	31,738.67
	Bushnell		0.006607507174%	\$	1,288.46	\$	991.13	\$	693.79
	Center Hill		0.001312785844%	\$	255.99	\$	196.92	\$	137.84
	Coleman		0.000748088199%	\$	145.88	\$	112.21	\$	78.55
	Webster		0.001423546476%	\$	277.59	\$	213.53	\$	149.47
	Wildwood		0.014033916721%	\$	2,736.61	\$	2,105.09	\$	1,473.56
Suwannee		0.191014879692%		\$	86,911.77	\$	66,855.21	\$	46,798.65
	Suwannee County		0.161027800555%	\$	31,400.42	\$	24,154.17	\$	16,907.92
	Branford		0.000929663004%	\$	181.28	\$	139.45	\$	97.61
	Live Oak		0.029057416132%	\$	5,666.20	\$	4,358.61	\$	3,051.03
Taylor		0.092181897282%		\$	41,942.76	\$	32,263.66	\$	22,584.56
	Taylor County		0.069969851319%	\$	13,644.12	\$	10,495.48	\$	7,346.83
	Perry		0.022212045963%	\$	4,331.35	\$	3,331.81	\$	2,332.26
Union		0.065156303224%		\$	29,646.12	\$	22,804.71	\$	15,963.29
	Union County		0.063629259109%	\$	12,407.71	\$	9,544.39	\$	6,681.07
	Lake Butler		0.001398126003%	\$	272.63	\$	209.72	\$	146.80
	Raiford		0.000012710236%	\$	2.48	\$	1.91	\$	1.33
	Worthington Springs		0.000116207876%	\$	22.66	\$	17.43	\$	12.20
Volusia		3.130329674480%		\$	1,424,300.00	\$	1,095,615.39	\$	766,930.77
	Volusia County		1.708575342287%	\$	333,172.19	\$	256,286.30	\$	179,400.41
	Daytona Beach		0.447566475212%	\$	87,273.51	\$	67,133.47	\$	46,993.43
	Daytona Beach Shores		0.039743093439%	\$	7,749.90	\$	5,961.46	\$	4,173.02
	DeBary		0.035283616215%	\$	6,880.31	\$	5,292.54	\$	3,704.78
	DeLand		0.098983689498%	\$	19,301.82	\$	14,847.55	\$	10,393.29
	Deltona		0.199329190038%	\$	38,869.19	\$	29,899.38	\$	20,929.56
	Edgewater		0.058042202343%	\$	11,318.23	\$	8,706.33	\$	6,094.43
	Flagler Beach		0.000223337011%	\$	43.55	\$	33.50	\$	23.45

	Holly Hill		0.031615805143%	\$	6,165.08		\$	4,742.37		\$	3,319.66				
	Lake Helen		0.004918861482%	\$	959.18		\$	737.83		\$	516.48				
	New Smyrna Beach		0.104065968306%	\$	20,292.86		\$	15,609.90		\$	10,926.93				
	Oak Hill		0.004820811087%	\$	940.06		\$	723.12		\$	506.19				
	Orange City		0.033562287058%	\$	6,544.65		\$	5,034.34		\$	3,524.04				
	Ormond Beach		0.114644516477%	\$	22,355.68		\$	17,196.68		\$	12,037.67				
	Pierson		0.002333236251%	\$	454.98		\$	349.99		\$	244.99				
	Ponce Inlet		0.023813535748%	\$	4,643.64		\$	3,572.03		\$	2,500.42				
	Port Orange		0.177596501562%	\$	34,631.32		\$	26,639.48		\$	18,647.63				
	South Daytona		0.045221205323%	\$	8,818.14		\$	6,783.18		\$	4,748.23				
Wakulla		0.115129321208%				\$	52,383.84		\$	40,295.26	\$	28,206.68			
	Wakulla County		0.114953193647%	\$	22,415.87		\$	17,242.98		\$	12,070.09				
	Sopchoppy		0.000107129135%	\$	20.89		\$	16.07		\$	11.25				
	St. Marks		0.000068998426%	\$	13.45		\$	10.35		\$	7.24				
Walton		0.268558216151%				\$	122,193.99		\$	93,995.38	\$	65,796.76			
	Walton County		0.224268489581%	\$	43,732.36		\$	33,640.27		\$	23,548.19				
	DeFuniak Springs		0.017057137234%	\$	3,326.14		\$	2,558.57		\$	1,791.00				
	Freeport		0.003290135477%	\$	641.58		\$	493.52		\$	345.46				
	Paxton		0.023942453860%	\$	4,668.78		\$	3,591.37		\$	2,513.96				
Washington		0.120124444109%				\$	54,656.62		\$	42,043.56	\$	29,430.49			
	Washington County		0.104908475404%	\$	20,457.15		\$	15,736.27		\$	11,015.39				
	Caryville		0.001401757499%	\$	273.34		\$	210.26		\$	147.18				
	Chipley		0.012550450560%	\$	2,447.34		\$	1,882.57		\$	1,317.80				
	Ebro		0.000221521263%	\$	43.20		\$	33.23		\$	23.26				
	Vernon		0.000361333863%	\$	70.46		\$	54.20		\$	37.94				
	Wausau		0.000680905521%	\$	132.78		\$	102.14		\$	71.50				
		100.00%	100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	35,000,000.00	\$	10,500,000.00	\$	24,500,000.00

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT¹

Issue	Description
<p>1. APPLICABILITY OF AGREEMENT</p>	<p>These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the “Chapter 11 Plan”) in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, “Purdue”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) between the states, territories and the District of Columbia (each a “State”) on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act (“DDLA Claims”) under State law (collectively, the “Local Governments”), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a “Tribe”) on the other.</p>
<p>2. PURPOSE</p>	<p>Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.²</p>

¹ As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

² See, e.g., Hrg. Tr at 149:22-150:5 (Oct. 11, 2019) (“I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it’s more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important.”); *id.* At 175:24-176:6 (“I also think, and again, I didn’t say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily.”); Hrg’g Tr. At 165:3-165:14 (Nov. 19, 2019) (“I continue to believe that the states play a major role in [the allocation] process. The role I’m envisioning for them is not one where they say we get everything.

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Issue	Description
	<p>This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the “Abatement Funds”) to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (Abatement Funds net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as “Public Funds”). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%) of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule B (the “Approved Opioid Abatement Uses”); (ii) priority shall be given to the core abatement strategies (“Core Strategies”) as identified on Schedule A; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of Public Funds for implementing those programs and in connection with the Government Participation Mechanism³ (“Allowed Administrative Expenses,” and together with the Approved Opioid Abatement Uses, “Approved Uses”).⁴ Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.</p>
<p>3. GENERAL NOTES</p>	<p>The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this</p>

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state.”); Hr’g Tr. at 75:19-76:1 (Jan. 24, 2020) (“Even if there ultimately is an allocation here – and there’s not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors’ value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . .”).

³ Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

⁴ Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue’s chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	<p>approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims.</p> <ol style="list-style-type: none"> a. Resolution of States’ and Local Governments’ claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All Public Funds distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such Approved Uses. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
<p>4. DISBURSEMENT OF FUNDS</p>	<p>Disbursement of Abatement Funds</p> <p>The Bankruptcy Court shall appoint [a third-party administrator (“Administrator”)] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions.</p> <p>[Points to be addressed regarding disbursements:</p>

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Issue	Description
	<ul style="list-style-type: none"> • Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
<p>5. ATTORNEYS' FEES AND COSTS FUND</p>	<p>A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.</p>
<p>6. TRIBAL ABATEMENT FUNDING</p>	<ol style="list-style-type: none"> a. [X%] of the Abatement Funds will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see Schedule B) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.⁵ The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as Schedule []. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

⁵ [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	<p>Public Funds are allocated among the States, the District of Columbia and Territories in the percentages set forth on Schedule C.</p> <p>Except as set forth below in section 7(C) for the District of Columbia and Territories, each State’s Schedule C share shall then be allocated within the State in accordance with the following:</p> <ol style="list-style-type: none"> 1. Statewide Agreement. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan]⁶ (the “Agreement Date”) to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a “Statewide Abatement Agreement” or “SAA”). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. <p>A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives⁷ of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State’s counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State’s incorporated cities or towns), by number.⁸</p>

⁶ Should there be provision for extension of the date for filing Statewide Abatement Agreement?

⁷ An authorized “representative” of local, or even State, government can differ in this Term Sheet depending on the context.

⁸ All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

Issue	Description
	<p>Population Percentages shall be determined as follows:</p> <p>For States with counties or parishes that function as Local Governments,⁹ the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,¹⁰ divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.</p> <p>The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>2. Default Allocation Mechanism (excluding Territories and DC addressed below). The Public Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in 7(1) above (each a "Non-SAA State") shall be allocated as between the State and its Local Governments to be</p>

⁹ The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

¹⁰ Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	<p>used only for Approved Uses, in accordance with this Section (B) (the “Default Allocation Mechanism”).</p> <p>a. Regions. Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “Regions” as follows: (a) each Qualifying Block Grantee (as defined below) shall constitute a Region; and (b) the balance of the State shall be divided into Regions (such Regions to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-Qualifying Block Grantee Regions are referred to herein as “Standard Regions”). The Non-SAA States which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish Regions;¹¹ such a State that does not establish Regions but which does contain one or more Qualifying Block Grantees shall be deemed to consist of one Region for each Qualifying Block Grantee and one Standard Region for the balance of the State.</p> <p>b. Regional Apportionment. Public Funds shall be allocated to each Non-SAA State, as defined in 7(1) above, as (a) a Regional Apportionment or (b) a Non-Regional Apportionment based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows:</p> <ol style="list-style-type: none"> i. First \$1 billion – 70% Regional Apportionment/30% Non-Regional Apportionment ii. \$1-\$2.5 billion – 64% Regional Apportionment /36% Non-Regional Apportionment iii. \$2.5-\$3.5 billion – 60% Regional Apportionment /40% Non-Regional Apportionment iv. Above \$3.5 billion – 50% Regional Apportionment /50% Non-Regional Apportionment

¹¹ To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai’i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

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Issue	Description
	<p>c. Qualifying Block Grantee. A “Qualifying Local Government” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (<i>e.g.</i>, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.¹² A Qualifying Local Government that elects to receive Public Funds through Local Government Block Grants is referred to herein as a Qualifying Block Grantee.¹³</p> <p>d. Proportionate Shares of Regional Apportionment. As used herein, the “Proportionate Share” of each Region in each Non-SAA State shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such Region under the allocation model employed in connection with the Purdue Bankruptcy (the “Allocation Model”),¹⁴ divided by the aggregate shares for all counties or parishes in the State under the Allocation Model; and (b) for all other States, the aggregate shares of the cities and towns in that Region under the Allocation Model’s intra-county allocation formula, divided by the aggregate shares for all cities and towns¹⁵ in the State under the Allocation Model.</p> <p>e. Expenditure or Disbursement of Regional Apportionment. Subject to 7(2)(i) below regarding Allowed Administrative Expenses, all Regional Apportionments shall be disbursed or expended in the form of Local Government Block Grants or otherwise for Approved Opioids Abatement Uses in the Standard Regions of each Non-SAA State.</p>

¹² As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

¹³ [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

¹⁴ Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

¹⁵ Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	<p>f. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”).</p> <p>Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Allowed Administrative Expenses in accordance with 7(2)(i) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (“Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the Agreement Date [or some later specified date], the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in 7(2)(d) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program.</p> <p>g. Standard Regions. The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 8 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be</p>

Issue	Description
	<p>accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following:</p> <ul style="list-style-type: none"> i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. <p>h. Expenditure or Disbursement of Public Funds Other Than Regional Apportionment. All Public Funds allocable to a Non-SAA State that are not included in the State’s Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State’s lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions.</p> <p>i. Allowed Administrative Expenses. Qualifying Block Grantees States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund Local Government Block Grants, for Allowed Administrative Expenses. Qualifying Block Grantees may use up to 5% of their Local Government Block Grants to fund their Allowed Administrative Expenses.</p> <p>3. Records. The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.¹⁶ Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State’s required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.</p>

¹⁶ Additional records and reporting requirements?

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Issue	Description
	<p>(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].¹⁷</p>
<p>8. GOVERNMENT PARTICIPATION MECHANISM</p>	<p>In each Non-SAA State, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “Government Participation Mechanism” or “GPM”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed.</p> <p>Government Participation Mechanisms shall conform to the following:</p> <p>(A) Composition. For each State,</p> <ol style="list-style-type: none"> a. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State’s Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States’ executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State’s Local Governments.¹⁸ <p>Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related</p>

¹⁷ Territory and DC provisions to be discussed

¹⁸ Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

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Issue	Description
	<p>topics as is necessary to assure the effective functioning of the GPM.</p> <p>(B) Consensus. Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. GPM Recommendations and other action shall note the existence and summarize the substance of objections where requested by the objector(s).</p> <p>(C) Proceedings. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State’s open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws.</p> <p>(D) Consultation and Discretion. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.¹⁹</p> <p>(E) Recommendations. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (“GPM Recommendations”). In carrying out its obligations to provide GPM Recommendations, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State’s opioid epidemic, which recommendations may be Statewide or specific to Regions; recommend Statewide or Regional funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for</p>

¹⁹ Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	<p>Approved Opioid Abatement Uses; monitor the level of Allowed Administrative Expenses expended from Public Funds.</p> <p>The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State’s greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the Public Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond.</p> <p>(F) Review. Local Governments and States may object to an allocation or expenditure of Public Funds (whether a Regional Apportionment or Non-Regional Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures; (iii) is not for an Approved Use, or (iv) violates the limitations set forth herein with respect to Allowed Administrative Fees. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State (“State Court”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an “Objection”). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.</p>
<p>8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY</p>	<p>At least annually, each State shall publish on the lead State Agency’s website or on its Attorney General’s website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the</p>

Issue	Description
	<p>amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees.</p> <p>At least annually, each Qualifying Block Grantee which has elected to take a Local Government Block Grant shall publish on its lead Agency’s or Local Government’s website a report detailing for the preceding time period, respectively (i) the amount of Local Government Block Grants received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations.</p> <p>As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that Public Funds are only being used for Approved Uses, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such Public Funds with respect to opioids abatement can be publicly monitored and evaluated.</p> <p>The expenditure and disbursement of Public Funds shall be subject to audit by States as follows: [details of audit scope, process, output, etc.]</p> <p>(a) A court with jurisdiction within the applicable State (“State Court”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction.</p>

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

- A. Naloxone/Narcan
 - 1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
 - 2. Increase distribution to non-Medicaid eligible or uninsured individuals.

- B. Medication Assisted Treatment (“MAT”) Distribution and other opioid-related treatment
 - 1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
 - 2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

- C. Pregnant & Postpartum Women
 - 1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
 - 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
 - 3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

- D. Expanding Treatment for Neonatal Abstinence Syndrome
 - 1. Expand comprehensive evidence-based and recovery support for NAS babies;
 - 2. Expand services for better continuum of care with infant-need dyad; and
 - 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses²⁰

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

²⁰ [NTD: Discuss expanded list of Approved Uses to be included. Discuss “self-executing” function based on additional information received from NCSG.]

OD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

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2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

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intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

- a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
- b. Research non-opioid treatment of chronic pain.
- c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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- e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- g. Research on expanded modalities such as prescription methadone that can expand access to MAT.
- h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule C
State Allocation Percentages

[TO BE INSERTED]

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April 13, 2021

Mayor John Rees
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
jrees@cwgd.com

RE: Opioid Litigation

Dear Mayor Rees:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

What cases does this MOU apply?

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. (“Purdue”) bankruptcy, the Mallinckrodt PLC (“Mallinckrodt”) bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the “Distributors”)) and Johnson & Johnson (“J&J”) potential deal, as well as any additional settlements obtained related to the opioid litigation.

Why is an allocation agreement necessary and why now?

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs’ Executive Committee for the Opioid Litigation Multi-District Litigation panel (the “PEC”) are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks. Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

How can funds be utilized?

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders (“Approved Purposes”). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

How are the funds allocated amongst the States?

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida’s interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States’ population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida’s allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

How much money does the State expect for it and its subdivisions?

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is \$120-140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

How are the funds allocated amongst the State and its subdivisions?

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the “Negotiation Class Metrics.” This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

For Counties with populations greater than 300,000: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

For Counties with populations less than 300,000 or that do not qualify as a Qualified County: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

Why should we agree to this allocation?

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida’s subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State’s claim, the State’s claim was more than four, almost five times larger than all the subdivisions’ claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

If individual subdivisions do not agree to a settlement, what will happen?

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.¹ That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

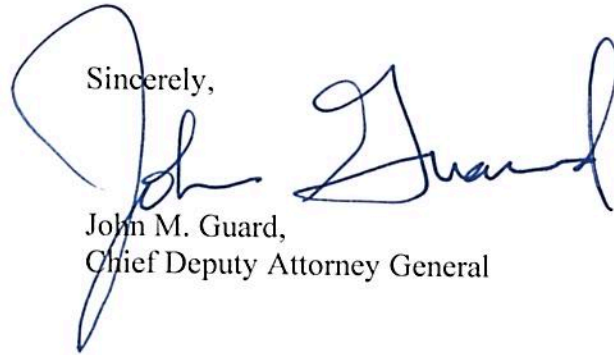
What are the next steps and the timeline?

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida’s government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

¹ See Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring “[a]n action on behalf of one or more consumers or **government entities** for actual damages...” under Florida’s Deceptive and Unfair Trade Practices Act); e.g., *Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA1979); *City of New Port Richey v. State ex rel. O’Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); also *State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding “[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction.”); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).

anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "John M. Guard". The signature is fluid and cursive, with a large loop at the beginning and a long tail extending to the right.

John M. Guard,
Chief Deputy Attorney General

cc: A. Kurt Ardaman
Fishback Dominick Et Al
1947 Lee Road
Winter Garden, FL 32789-1834
ardaman@fishbacklaw.com

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet



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

Meeting Date: June 15, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Proposed New Lease with Cornerstone Charter Academy (CCA)

Background: A subcommittee of Council, in conjunction with the City Attorney’s Office, met over the past few weeks to revise the new draft lease with Cornerstone Charter Academy which is needed for refinancing the current 2012 bond debt and expansion of the CCA Campus.

Highlighted are the sections that were major points of discussion during prior meetings.

Staff Recommendation: Review the draft and if acceptable, move to forward to the CCA Board for their review. Also request this be an agenda item on the next CCA Board Meeting.

Suggested Motion: I move that we accept the subcommittee’s revisions to the draft lease and forward it the the CCA Board of Directors for review.

Alternatives: Make additional changes to the draft prior to sending to CCA.

Fiscal Impact: Positive revenue to the City of approximately \$737,000 annually

Attachments: Draft Lease

LEASE AGREEMENT

by and between

CITY OF BELLE ISLE, FLORIDA

as LANDLORD

and

CORNERSTONE CHARTER ACADEMY, INC. as

TENANT

Property Address:

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

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 20__ by and between City of Belle Isle, FLORIDA, a Florida municipal corporation ("Landlord, or City") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and CORNERSTONE CHARTER ACADEMY, INC., a Florida not-for-profit corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

WITNESSETH:

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

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

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

WHEREAS, the Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from the Landlord for the Permitted Use (as hereinafter defined) and pursuant to and in accordance with the terms and conditions more specifically set forth herein;

NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

"Lease Revenues" mean Rent payable by the Tenant to the Landlord pursuant to this

Lease.

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

"Lease Term" means the Term of the Lease as defined in § 4.1 *infra*, and the anniversary for each year of the lease during the term shall be on the the month and day of the Effective Date.

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

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

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

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

(b) Costs and expenses for reasonable and necessary professional, engineering, architectural, legal, financial, auditing and consulting services;

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

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

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

(f) Lease payments including, but not limited to equipment, provided, however, the term "Operating Expenses" may not be construed to include depreciation or other non-cash expenses.

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

ARTICLE II
TENANT REPRESENTATIONS

Section 2.1. Representations by the Tenant. The Tenant represents and covenants that: (a)

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

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

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

(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's ability to execute, deliver, and perform with respect to any of the Tenant's Documents.

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

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

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

(h) The Tenant shall comply fully and in all respects with the Charter School Law and the Charter Contracts and will take all reasonable action to maintain, extend, and renew the Charter Contracts so long as any amounts under this Lease are due and payable. Tenant will, within 5 days, notify Landlord regarding any Charter renewals or changes to the Charter.

(i) The Tenant has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Leased Property to

operate the Leased Property as charter schools, and to enter into, execute, and perform its obligations under this Lease and the other Tenant Documents.

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

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

(l) Tenant has entered into this Lease based on its own full investigation, including third party acting for the Tenant, of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation, or that of the third party.

(m) There is no completed, pending or, to Tenant's knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Tenant.

ARTICLE III
DEMISING CLAUSE

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

ARTICLE IV
TERM, SURRENDER

Section 4.1 Term. The term of this Lease shall commence on the Effective Date (as hereinafter defined) and end on the date that is twenty-two (22) years thereafter unless sooner terminated in accordance with the terms and conditions hereof (the “**Termination Date**”). The period from the Effective Date through the Termination Date shall be referred to herein as the “**Term.**” unless earlier terminated pursuant to Section 4.2 below.

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

- (a) The occurrence of an Event of Default and termination of the Term by the Landlord under Article XIV of this Lease;
- (b) The end of the Term;

Section 4.3. Lease Void - Conditions. To the extent that the parties have entered into this Lease in order to secure additional Bond financing for the Tenant, this Lease is contingent upon the acquisition of such financing and shall become null and void if the Tenant fails to secure such financing within _____ days of executing this Lease Agreement, and the prior lease will be reinstated as previously agreed to by and executed between the parties. To the extent that the Tenant must make certain amendments to its bylaws, procedures, or other internal policies in order to meet the terms and conditions of this Lease, such amendments must be made within thirty (30) days of execution of this Lease; otherwise, this lease will become null and void, and the prior lease will be reinstated as previously agreed to by and executed between the parties.

Section 4.4. End of Term. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Property in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All alterations, additions or improvements and fixtures made to the Premises made by either party shall remain upon and be surrendered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant’s movable trade fixtures, furniture, furnishings and equipment not permanently attached to the Improvements or Premises and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of the Term, the same shall, at Landlord's option, become the property of Landlord. The Tenant will pay to the Landlord an amount equal to \$350,000.00) as security for any damages not repaired by the Tenant. If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 20 days after termination/expiration of the Leased Premises to Tenant. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenant, including damages and such charges shall be deemed additional rent.

Section 4.5 Holdover Tenancy. If Tenant does hold over following the expiration or earlier termination of this Lease without Landlord’s express or implied consent, the Base Rent payable during such holding over shall be as follows: (i) for the first thirty (30) days, one hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such holding over,

(ii) for the next sixty (60) days, one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over, and (iii) thereafter, two hundred percent (200%) of the Base Rent in effect immediately preceding such holding over. The foregoing sentence shall not imply any right to holdover, nor shall it limit Landlord's right to collect its damages including reasonable legal fees, lost profits and consequential damages, in the event of a holdover.

Section 4.6 Covenant not to Purchase. Tenant agrees during and throughout the term of this Lease not to purchase any property located within a 5 mile radius of the Leased Property so as not to compete with the City for the acquisition of property to be used for municipal or educational purposes. If the City acquires any property located within such 5 mile radius and the City does not intend to use such property for its own purposes, the Tenant will be provided with the option to lease such additional property from the City at a price and subject to such terms and conditions as may be negotiated between such parties at such time.

ARTICLE V
RENT

Section 5.1 Rent Payment Period. The "Annual Rent" (as defined below) shall be paid in equal monthly installments beginning October 1st of each of the consecutive 12-month periods during the Term. The Annual Rent due from Tenant to Landlord shall generally pay for consecutive 12-month periods during the Term (i.e. October 1st to September 30th). Notwithstanding the foregoing, the first 12 monthly installments that Tenant begins paying on _____, 20__ shall pay be prorated commencing on the Lease Term Effective Date and ending September 30, 20__.

Section 5.2 Absolute Net Lease. It is intended that the Annual Rent shall be an absolutely net return to Landlord throughout the Term of this Lease, free of any expense, charge, or other deduction whatsoever with respect to the Premises or Landlord's interest therein, or the ownership, leasing, operation, management, maintenance, repair, use or occupation thereof. This Lease is an "absolute lease" and Tenant's obligations arising or accruing during the Term to pay all Annual Rent, additional rent and all other payments hereunder required to be made by Tenant shall be absolute and unconditional and Tenant shall pay all such amounts without notice, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction (except as otherwise expressly provided in this Lease), free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. All costs, expenses and obligations of every kind and nature whatsoever relating to the Property and the appurtenances thereto and the use, maintenance and occupancy thereof which may arise or become due and payable with respect to the Term (whether or not the same shall become payable during such Term or thereafter) or for any period prior to the expiration of the Term shall be paid by Tenant (except as otherwise expressly provided in this Lease). Tenant assumes the sole responsibility for the condition, use, operation, maintenance, underletting and management of the Premises, and Landlord shall have no responsibility in respect thereof and shall have no liability for damage to Tenant's personality or any subtenant of Tenant on any account or for any reason whatsoever. Except as otherwise expressly provided for in this Lease, this Lease shall not terminate, nor shall Tenant have any right to terminate, rescind or void this Lease or to be released or discharged from any obligations or liabilities hereunder for any reason, including, without limitation: (i) any damage to or destruction of the Premises; (ii) any restriction, deprivation (including eviction) or prevention of, or any interference with, any use or the occupancy of the Premises; (iii) any condemnation, requisition or other taking or sale of the use, occupancy or title of or to the Premises; (iv) any action, omission or breach on the part of Landlord under this Lease or under any other agreement between Landlord and Tenant; or (v) the inadequacy or failure of the description of the Premises to demise and let to Tenant the property intended to be leased hereby. Tenant will remain obligated under this Lease in accordance with its terms, and will not take any action to terminate, rescind or void this Lease as a result of any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord, or any action with respect to this Lease which may be taken by any receiver, trustee or liquidator or by any court.

Section 5.3 Annual Rental Amount. The tenant will pay an annual minimum rent of \$500 per student of actual enrollment (not estimated), not to ever be less than \$737,500 annually, less any rent credit earned pursuant to Section 5.7. Rent Credits *infra*.

Section 5.4 Rent Adjustments: Rent will increase on an annual basis based upon the annual increase of the Consumer Price Index for all Urban Consumers (CPI-U) as measured from the beginning of the last anniversary of the lease to the month preceding the current anniversary of the lease, or upon the percentage increase in State and federal funding per pupil that the Tenant has received or will receive for the next year of tenancy, whichever is greater. Rent increases will become effective each year on the anniversary of the Lease Term. In no event will Rent be decreased except as may be decreased through lease credits granted pursuant to § 5.7 Rent Credits *infra*. In determining the percentage increase in State funding received by the Tenant per pupil, the parties agree to refer to the latest Every Student Succeeds Act (ESSA) per-pupil expenditure report as published by the Florida Department of Education as such pertains to Orange County, Florida. Such percentage increase will be measured by the percentage increase in per pupil state and federal funding to eligible schools throughout Orange County, Florida.

Section 5.5 Additional Rent. All sums, liabilities, obligations, and other amounts which Tenant is required to pay or discharge pursuant to this Lease, including taxes (if any) and insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or other sums which may be added for late payment thereof, shall constitute “**Additional Rent**” hereunder. The Annual Rent, Additional Rent, and any other sums required to be paid by Tenant to Landlord hereunder are collectively referred to as the “**Rent**”. All Rent shall be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease.

Section 5.6 Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage shall (i) bear 5% interest from the due date for amounts past due to the Landlord until paid in full; (ii) include a reasonable administrative charge to cover the costs of processing and handling delinquent debts, but not in excess of \$100.00; and (iii) include an assessment of an additional 5% penalty charge on any portion of a debt that is more than 90 days past due.

Section 5.7 Rent Credits: Notwithstanding anything to the contrary, the Landlord will provide tenant with an incentive to enroll Belle Isle students to better serve the local population of the City of Belle Isle in the form of rent credits. Rent Credits will be based on the number of Belle Isle Students enrolled at the beginning of the school year as a percentage of the total student enrollment as follows:

- BI Student Population increase to 30% of the total student population: 10% rent credit
- BI Student Population increase to 40% of the total student population: 15% rent credit
- BI Student Population increase to 50% of the total student population: 20% rent credit

Enrollment records, including verification of student home addresses, will be subject to audit in order to confirm that the Tenant qualifies for the credits allowed pursuant to this section. If such enrollment records are not disclosed to the Landlord, then the Landlord reserves the right to revoke any rent credits granted pursuant to this section and will be entitled to repayment of same from the Tenant.

Section 5.8. Payments.

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

(b) All Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto).

Section 5.9. Taxes and Assessments. Tenant shall pay and discharge, punctually as and when the same shall become due and payable, each and every item of expense, of every kind and nature whatsoever relating to the ownership, use, maintenance, operation, or occupancy of the Property, or for the payment of which Landlord is, or shall or may be or become, liable by reason of any rights or interest of Landlord in or under this Lease, including all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, including any sales tax imposed on the rental payments hereunder or under a sublease, occupational license taxes, water charges, sewer charges, assessments of any nature and all other governmental impositions and charges of every kind and nature whatsoever (collectively, the “**Taxes,**” and individually, a “**Tax**”), when the same shall be due and payable without penalty or interest. It is the intention of the parties hereto that, insofar as the same may lawfully be done, Landlord shall be, except as specifically provided for herein, free from all expenses in any way related to the Premises and the use, maintenance, or occupancy thereof.

Section 5.10. Pledge By Tenant. In order to secure the payment in full of the Bonds and payment of all sums due or to become due under this Lease, including advances which may be made in the future, and to secure the performance by the Tenant of all the covenants expressed or implied by this Lease (a) the Tenant hereby grants, bargains, sells, conveys and mortgages unto the Landlord, to the extent permitted by law and subject to any and all Permitted Encumbrances, all of the Tenant's interest in the Leased Property and the facilities, buildings, fixtures, equipment, personal property of every kind in connection therewith, and other improvements located or to be constructed thereon, and any fixtures or appurtenances now or hereafter erected thereon; together with all rents and leases, profits, royalties, mineral rights, geothermal resources, oil and gas rights and profits, easements and access rights, now owned or hereafter acquired by, used by or belonging to the Tenant, or in any way connected with the Leased Property, all of which are declared to be a part of said Leased Property, and all of the Tenant's rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to the Leased Property, subject to Permitted Encumbrances, and (b) the Tenant hereby pledges and grants to the Landlord, to the extent permitted by law and subject to any and all Permitted Encumbrances, a present security interest, within the meaning of the Florida Uniform Commercial Code in the Charter School Revenues, whether now owned or hereafter acquired, and including the products and proceeds of the same.

The foregoing provisions of this Section 5.10 constitute an absolute and unconditional present assignment of the Charter School Revenues, subject however to the conditional permission hereby given to the Tenant to collect and use Charter School Revenues so long as no Event of Default under this Lease shall have occurred and be continuing, upon which Event of Default that permission shall automatically terminate; provided that the existence or exercise of any privilege of the Tenant granted pursuant to that permission shall not be construed and shall not operate to subordinate the assignment made or the security interest granted in this Section 5.4, in whole or in part, to any subsequent assignment made or security interest granted by the Tenant. The assignment, security interest, and agreement to pay shall not inhibit, and this Lease allows (except as otherwise herein provided), the sale or other transfer of such Charter School Revenues for Tenant expenditures, provided that an Event of Default will not have occurred and be continuing or occur on account of such sale or transfer.

ARTICLE VI
USE AND MAINTENANCE OF PREMISES

Section 6.1 Permitted Use. The Leased Premises shall be used for the purposes of the maintenance, repair, and operation of a Charter School as defined in and governed by § 1002.33, Florida Statutes (2020), as may be amended or transferred, which will consist of an elementary school (prekindergarten through fifth grade); a middle school (sixth through eighth grade); and high school (ninth through twelfth grade) currently consisting of eight (8) buildings and related ancillary facilities and improvements (collectively, sometimes herein referred to as the “School”), for purposes reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, club or association meetings) and for no other purpose (all the foregoing collectively hereinafter referred to as, the “Permitted Use”). Notwithstanding the foregoing, Tenant hereby grants the Landlord the right to use the Leased Premises, including, without limitation, the School facilities, during non-school hours, for any purpose, including, without limitation, for government services, to the extent that such use does not interfere with Tenant’s after-hour school activities (“City Use of the Schools”).

- a. Tenant agrees that, unless and to the extent that it shall obtain Landlord’s prior approval (which may be withheld in Landlord’s absolute discretion), it will not use the Premises, nor will it suffer or permit the same to be used, for any purpose that (i) is not permitted under applicable zoning regulations, or (ii) would void insurance policies required to be carried by Tenant pursuant to the terms of this Lease, or (iii) would cause material, permanent damage to the structural components of the Building, or (iv) would violate the Permitted Encumbrances, or (v) would violate Tenant’s obligations regarding the storage of Hazardous Materials pursuant to Section 6.1.c below and Article XII, or (vi) would involve the storage or sale of gasoline (in no event, however, shall the terms of this Section 6.1 or any other provision of this Lease prohibit Tenant from installing, maintaining, or operating one or more stand-by emergency generators or gas-operated maintenance equipment on the Property, provided that such activities are conducted in compliance with all applicable Legal Requirements, as defined below, Hazardous Materials Laws (as defined in Section 6.1.c below and Article XII below) and only reasonably necessary amounts of fuel are stored at the Property). Tenant shall not seek, make, consent to or acquiesce in any change in the zoning of the Property.

- b. Tenant shall, throughout the Term hereof, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations, and requirements (“Legal Requirements”) of all federal, state, county and municipal governments which may be applicable to the Premises, foreseen or unforeseen, ordinary as well as extraordinary, even if the same shall require structural or extraordinary repairs, alterations or additions. Tenant accepts the Premises in the actual condition in which the same are as of the Commencement Date. If the use of the Property becomes a non-conforming use, Tenant shall not permit such use to be discontinued or abandoned. Tenant shall comply and have sole responsibility for complying with the provisions of the Americans with Disabilities Act as now promulgated or as amended after the date hereof and any similar type of legislation, federal, state or local or other legislation hereinafter promulgated or hereinafter amended by any governmental authority applicable to the Premises. Tenant and Guarantor each is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control,

Department of the Treasury (“OFAC”) and/or on any other similar list and is in compliance with OFAC, (ii) not an entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (iii) not an “Embargoed Person”, (iv) in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and regulations promulgated thereunder. None of the funds or assets of Tenant or Guarantor constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government that is an Embargoed Person and no Embargoed Person has any interest in Tenant.

- c. Without limiting the foregoing, Tenant hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a) any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance; (b) activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (as hereinafter defined) (excepting normal cleaning supplies, pesticides, glues, and paints kept and used in reasonable and customary quantities; (c) activities that the City determines adversely affect the health, safety, morals, welfare, and morale; or (d) partisan political activities.

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

Section 6.3 Maintenance and Repair. Tenant shall, throughout the Term hereof and at no expense whatsoever to Landlord, take good care of the Premises and the Building and other Improvements and structural components thereof now or hereafter erected thereon and shall not do or suffer any waste with respect thereto, and Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other Improvements (including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems) in good and lawful order and in at least as good condition as such premises are in on the Commencement Date but subject to reasonable wear and tear. When used in this Article, the term “repairs” shall include replacements, capital improvements or renewals when necessary. Tenant shall keep and maintain all portions of the Premises, in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the parties. To the extent not prohibited by law, Tenant hereby waives and

releases all rights now or hereinafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 6.3. In addition, the provisions of this Section 6.3 are subject to the limitations imposed by Article VII below.

Regardless of the foregoing, if the Landlord determines that the Tenant has failed or is failing to comply with the foregoing paragraph, the Landlord may provide the Tenant with written notice of such failure, whereupon, the Tenant will have ten (10) days to respond to the Landlord in writing indicating what corrective actions the Tenant will undertake and initiate corrective action in good faith. If the Landlord does not receive a timely response to such notice, deems the corrective action indicated by the Tenant as being insufficient to address the non-compliance, or otherwise determines that the Tenant is not prosecuting cure of the conditions in good faith, the Landlord may access the property as permitted pursuant to § 6.5. Landlord's Right of Access *infra* and effect whatever repairs, alterations, or additions the Landlord deems necessary or desirable to restore and/or preclude further wasting or deterioration of the Leased Property or portions thereof in good and lawful order. Upon completion such repairs, alterations, or additions, the Landlord shall invoice the Tenant and the Tenant will be liable to the Landlord for the total cost and expense to the Landlord of such repairs, alterations, or additions, including the costs of any procurement, solicitations, materials, work, or labor for same.

Where exigent circumstances require the Landlord's immediate attention to repair or otherwise preclude severe damage to the Leased Property, Landlord may disregard notice to the Tenant and immediately enter the Leased Property to remedy or mitigate the issue(s). Exigent circumstances include, but are not limited to, releases of hazardous or toxic materials, fires, severe storm damage, and other situations in which immediate action may be required to comply with state and federal laws or to otherwise mitigate or preclude impending catastrophic loss or damage to the Leased Property.

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

Section 6.5. Landlord's Right of Access. Landlord and any other party designated by Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the Leased Property, (b) to show all or any portion of the Premises to prospective Tenants, subtenants or licensees and (c) to make such repairs, alterations, or additions to all or any portion of the Leased Property as may be deemed necessary or desirable by the Landlord to remedy instances of discovered neglect and/or severe damage to the Leased Property or to preclude wasting, deterioration, or further damage to the Leased Property, (i) as Landlord may deem necessary or appropriate or (ii) which Landlord may elect to perform following Tenant's failure to perform. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to enter the Leased Property, whether for purpose of making repairs, exhibiting the same to prospective tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular

business hours, (c) in such a manner so as to minimize interference with the conduct of Tenant's business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and (d) Landlord's and Tenant's access to the Leased Property is subject to compliance with all applicable background screening requirements of state and federal law. Notwithstanding anything herein to the contrary, at any time that all or any portion of the Leased Property is not being used for school-related purposes (such as after Charter School hours, weekends, etc.), the Landlord shall have the right to enter and occupy the Premises, or such portion thereof, including, without limitation, the right to sublease or license the use of same for any lawful purpose. Landlord shall provide Tenant advance notice of such use to ensure the availability of all or any portion of the Leased Property. Landlord shall not use or allow the use or occupancy of the Leased Property for any unlawful purpose nor shall Landlord do or permit any act or thing at the Leased Property which would constitute a public or private nuisance or waste.

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

ARTICLE VII
ALTERATIONS AND IMPROVEMENTS

Section 7.1 Tenant Improvements.

a. *Generally.* Prior to any improvements or alterations and any repairs beyond preservation and maintenance of existing operating conditions to the School, Tenant must submit plans and designs for any proposed improvements, alterations or changes to the Leased Premises for the Landlord’s review and evaluation. After completion of the review and evaluation process and in accordance with all applicable laws, a “**Notice to Proceed**” with all applicable conditions will be issued by the Landlord to Tenant. The Notice to Proceed will not be unreasonably conditioned, delayed or withheld. Such improvements or alterations to be constructed by Tenant after its receipt of the Notice to Proceed (the “**New Improvements,**” together with the improvements existing as of the Effective Date are collectively referred to herein as the “**Improvements**” or the “**School**”) must comply with all Applicable Laws (as hereinafter defined) and City requirements.

Committed Improvements. To the extent that the parties have entered into this Lease Agreement for the purpose of facilitating Tenant’s acquisition of additional Bond funds, Tenant hereby commits to commencing the improvement projects listed and described in Exhibit _____ attached hereto and incorporated herein, to which the amounts indicated therein must be applied. Tenant further covenants to initiate such improvements within 5 years of the Effective Date of this Lease Agreement.

Add subsections

7.1

- a. Add New Bond funds tied to tenant improvements – attach exhibit.
- b. Council agrees to size and location. Council will be the applicant. Refer to Use Agreement.
- c. Written approval by P&Z of site plan 180 days

Placeholder – covenants to build following improvements per schedule, identify projects with dates (May need to have the framework from CCA-?)

Note: CCA has an entire site plan proposed – does not include the BOA building)

Contingent on approval of financing.

Section 7.2. Tenant Installation of Machinery, Tenant Equipment and Removable.

During the Term, the Tenant shall have the right at its sole cost and expense, to install such of its own machinery and equipment (“**Tenant Equipment**”), to make improvements, and to attach such removable fixtures including but not limited to Tenant Equipment in, on, below or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Tenant Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Tenant of this Lease. In the event of termination of this Lease by the Landlord, the Tenant shall have a reasonable period of time following the effective termination date to remove such property, including the Tenant Equipment. The installation of Tenant Equipment shall be done in accordance with Applicable Laws, including the National Electrical Code, the Florida Building Codes (current edition) and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

Section 7.3. Improvements. Except as expressly permitted in this Lease, Tenant will not make any alteration, addition or improvements or install any fixtures (collectively "Alterations") in or to any portion of the interior or exterior of the Leased Property without first obtaining the prior written consent of Landlord. Tenant shall cause all Alterations permitted by Landlord to be made by qualified, licensed and insured contractors and conform to all Legal Requirements. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations to the Leased Property that do not affect the structural integrity of the Buildings without the consent of the Landlord.

Section 7.4. Covenant Against Liens. Tenant shall not suffer or permit any liens to stand against the Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof by, through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Tenant shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same. Any amount reasonably paid or deposited by Landlord for any of the aforesaid purposes, including all legal and other expenses of Landlord, including counsel fees, in defending or commencing any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Interest Rate, shall become due and payable forthwith by Tenant to Landlord.

Section 7.5 Notices Nothing in this Lease may be construed as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises. Notice is hereby given that Landlord shall not be liable for any labor or material or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises or this Lease. Tenant shall post and keep posted at the Premises during the course of any Alterations such written notices as are necessary to effect the terms of this Section 7.4 or are otherwise necessary in Landlord's reasonable opinion to prevent any claim from attaching to the fee or reversionary or other estate or interest of Landlord in the Premises or in this Lease pursuant to Florida Statutes 713.

Section 7.6 Payment and Performance Bonds. Prior to commencement of construction on the Leased Premises, which the Landlord, in its discretion, reasonably considers material or substantial, and as a condition to obtaining a Notice to Proceed, Tenant shall provide to the Landlord one or more bonds obtained by the general contractor of Tenant or its subtenant (and not from any subcontractor of that general contractor) ensuring payment and performance of that general contractor's obligations under the prime construction contract directly between that general contractor and the Tenant with respect to the construction covered by the Notice to Proceed to be issued pursuant to this Lease. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of the total cost of constructing the portion of the Improvement covered by such Notice to Proceed, as such cost is stipulated in the construction contract between

the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvement in accordance with final construction plans and specs that have been approved by the City Manager (or his duly authorized representative); and (v) provide that the Landlord is an obligee on such bonds as its interests may appear. A “**Qualified Surety**” is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best’s Insurance Reports.

Section 7.7. Quiet Enjoyment; Defense of Title. Landlord covenants and warrants that, except as provided herein, and so long as no Event of Default (as hereinafter defined) has occurred or is continuing, Tenant shall and will peacefully and quietly have, hold and enjoy the Leased Property for the Term subject to the terms and conditions of this Lease. Except for matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does hereby fully warrant the title to the Leased Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

ARTICLE VIII
DESTRUCTION AND CONDEMNATION

Section 8.1. Destruction of Premises. If any of the Buildings are totally or partially damaged or destroyed from any cause, Tenant shall give prompt notice to Landlord, and the damage shall be repaired by Landlord, at its expense but through the use of any proceeds from policies of insurance maintained by Tenant, to substantially the condition that existed prior to the damage. None of the Tenant's obligations to make payments of the Rent shall be abated in whole or in part during any period of repair or restoration. Notwithstanding the foregoing, if any of the Buildings are totally damaged or are rendered wholly untenable, or if any of the Buildings are so damaged that substantial alteration, demolition, or reconstruction is required, then in either of such events Landlord may, not later than 60 days following the date of the damage, give Tenant a notice terminating this Lease with respect to the Leased Property upon which such of the Buildings is located. If this Lease is so terminated, (a) the Term with respect to such portion of the Leased Property shall expire upon the date set forth in Landlord's notice, which shall not be less than 30 days after such notice is given, and Tenant shall vacate such portion of the Leased Property and surrender the same to Landlord no later than the date set forth in the notice, (b) all proceeds of policies of insurances maintained by Tenant with respect to such portion of the Leased Property shall become the property of Landlord and (c) this Lease shall remain in effect and unchanged with respect to of the remainder of the Leased Property and the Leased Property associated therewith. Additionally, in the event that any of the Buildings are totally or partially destroyed or condemned within the last six (6) months of the then current Term, then Tenant shall have the right, at its sole discretion, to deliver to Landlord any insurance proceeds received by or payable to Tenant with respect thereto and terminate this Lease with respect to such portion of the Leased Property. In such event, the Lease shall be terminated with respect to such portion of the Leased Property as of the date the insurance proceeds are delivered to Landlord.

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

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

ARTICLE IX
UTILITIES

Section 9.1. Utilities. Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, all communication services, trash collection and all other utility services used, rendered or supplied to or in connection with the Leased Property during the Term. Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Property for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor shall there be any allowance to Tenant for a diminution of rental value, nor shall the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations. Tenant hereby acknowledges and agrees that the Landlord shall not have any obligation or liability for the provision of utility services (including, without limitation, electric, gas, communications, potable water, and wastewater) to the Leased Premises or the School. Tenant shall be solely responsible for designing, permitting, and constructing all infrastructure and systems necessary for utility service connections and delivery to the Leased Premises and for obtaining such utility services from available local providers. Tenant shall be responsible for any impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without limiting the forgoing, the Landlord may but is not required to, via written agreement pursuant to an in accordance with all the terms, conditions, and requirements of applicable laws provide Tenant with utility services on a reimbursable basis.

b.

ARTICLE X
TRANSPORTATION

Section 10.1 Access and Transportation Improvements. Tenant shall, at its sole cost and expense, operate, repair and maintain all pedestrian and vehicular access and transportation improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on the Leased Premises. Tenant, its employees, representatives, contractors, agents, licensees and invitees shall have ingress/egress access to the Leased Premises as determined by the Tenant to the subject property as depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Access Areas**”). The Landlord shall not be responsible nor incur any cost or expense for providing transportation or bussing services for the Tenant or the Leased Premises or for the benefit of the Tenant’s operations thereon. In the event Tenant provides bus or transportation services to its students, Tenant shall do so at its sole cost and expense, and shall ensure that any such bus or transport servicing students outside the Leased Premises access the Leased Premises via the Access Areas.

ARTICLE XI
GENERAL LIABILITY AND INSURANCE

Section 11.1 Waiver. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Landlord, Tenant and its officers, members, partners, agents, employees, subtenants, licensees, invitees and contractors, and all persons claiming by and through them hereby waive, release and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, and other expenses (including attorneys’ and experts’ fees and expenses) against the Landlord and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Leased Premises or arising from the exercise of the rights granted to Tenant or performance of any obligation required by or for the Tenant under this Lease, including: (i) any interruption or stoppage of any utility services; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with Tenant’s business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Landlord of any right or the performance of any obligation under this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Landlord (City), which immunity is hereby reserved to the Landlord (City). This covenant in this Section 11.1 shall survive the expiration or earlier termination of this Lease.

Section 11.2. No City Liability. Except as otherwise provided in this Lease, the City shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Tenant, or injuries or death of the Tenant’s officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them. It is the intent of the Parties that the Tenant will, to the extent permitted by law, hold harmless the City for any loss or damage arising out of the use of the Leased Premises.

Section 11.3. Tenant Liability. Except as otherwise provided in this Lease, and the extent permitted by law, Tenant assumes all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Tenant, the Tenant’s officers, agents, servants, employees, or others (excluding those employees or agents of the Landlord (City) who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the “Tenant Parties”), or the activities conducted by or on behalf of the Tenant Parties under this Lease. The Tenant expressly waives all claims against the Landlord (City) for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Tenant Parties, or the conduct of activities or the performance of responsibilities under this Lease. Upon the request of the Landlord (City), Tenant agrees to request the execution of hold harmless agreements from the Tenant’s employees, students, contractors, vendors, officers, agents, servants, or other invitees, known by Tenant to be and remain in attendance on the Leased Premises for the entire period of daily school operations; this does not include persons or entities who may be on the Leased Premises for periods of less than the entire period of daily school operations. Such

agreements will be provided by the Landlord (City) for Tenant's use. If upon request of the Landlord (City) to obtain such agreements and upon request of Tenant to execute such agreements, any individual refuses to execute such agreement, the Landlord (City) will not hold Tenant in violation of the terms of this Lease, nor, because of such refusal alone, deny the person or entity access to the Leased Premises; however, the Tenant will notify the Landlord (City) of the persons and/or entities refusing to sign the agreements. Nothing herein shall require Tenant to coerce or encourage parties to execute these agreements.

Section 11.4. Insurance. Upon the Effective Date and throughout the Term of this Lease, Tenant shall, at a minimum and, at its sole cost and expense, obtain and maintain in force during the Term of this Lease, the types of insurances with such coverage and in such form as specified in Exhibit B attached hereto and incorporated herein by this reference (collectively, the "**Required Insurances,**" **Exhibit B**). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible).

Section 11.5. Insurance Requirements. All insurance required to be carried pursuant to the terms of this Lease (a) must contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or such third party provider shall be solely responsible for the payment of all premiums under such policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b) must be effected under valid and enforceable policies issued by either the Florida Municipal Insurance Trust or by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as an Independent Consultant may at any time consider appropriate.

Section 11.6. Delivery of Policies. On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by each party pursuant to this Article and Exhibit . Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of such policy.

ARTICLE XII
ENVIRONMENTAL

Section 12.1. Maintenance of Premises. Tenant, at Tenant's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access and at Landlord's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of the Landlord or any subtenant, licensee or other user of Landlord, to be in violation of any Environmental Laws. During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Tenant shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Tenant's use of the Leased Premises. As used herein, "**Environmental Laws**" shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Florida and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act ("RCRA"); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Protection; and all applicable state statutes and City ordinances applicable to the Leased Premises and the use thereof and operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Tenant shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, "**Hazardous Substances**" are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or

party acting at the direction or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Tenant may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws, if consented to and approved in writing by the Landlord. Except as otherwise expressly provided in this Lease,

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

Section 12.3. Environmental Liens. Neither Tenant nor Landlord shall create or suffer to exist with respect to the Leased Property, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section I 07(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Environmental Law.

Section 12.4. Responsibility. Landlord Tenant assumes all responsibility for and indemnifies and holds Landlord and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses, and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Tenant's failure to comply with any Environmental Laws or Tenant's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Tenant, its officers, agents, employees, contractors, subcontractors or any subtenants or licensees, or their respective invitees, giving rise to Landlord liability, civil or criminal, or other responsibility under Environmental Laws. Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the the Tenant, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Landlord's (or any subtenant, licensee or user of Landlord) use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Property. The foregoing indemnities shall survive the termination or expiration of this Lease.

ARTICLE XIII
COVENANTS OF THE TENANT

Section 13.1. Books, Records and Annual Reports.

(a) The Tenant shall keep proper books of record and account for each of the Charter Schools with full, true and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting in which complete and correct entries shall be made of its transactions relating to the Charter Schools, and which, together with all other books and records of the Tenant, including, without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject during regular business hours to the inspection of the public. The operational manager of the school (currently Academica Central Florida, LLC) shall keep physical copies of all books, records, and annual reports at the Cornerstone Administrative Offices located at 5903 Randolph Avenue, Belle Isle, FL 32809 if the operational manager’s main office is not physically located within Orange County. Tenant and Tenant’s representatives will comply with Chapter 119, Public Records, of the Florida State Statutes. (b)

To ensure transparency, Annual Financial Statements, as well as monthly financial reports (including revenues, expenses, and fund balances) must be conspicuously published on the school website and made available to the public within five (5) business days after the closing of the books for each respective reporting period.

Section 13.2. Consolidation, Merger, Sale or Conveyance. The Tenant agrees that during the term of this Lease it will (i) maintain its corporate existence, (ii) will maintain no less than 33% of voting seats on the Board appointed by the Belle Isle City Council, which seats will be deemed automatically confirmed regardless of confirmation from the Board, (iii) will continue to be a not- for-profit corporation duly qualified to do business in the State, or (iv) will not change the control structure of its governing board, merge, or consolidate with, or sell or convey, except as provided herein, all or substantially all of its interest in the corporation to, any Person unless the Tenant first acquires the written consent of the Landlord to such transaction and the Landlord (City) agrees to put the question to a referendum vote of the registered voters of the City of Belle Isle. All costs associated with the referendum will be paid by the Tenant. If the referendum passes, the acquirer of the interest the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

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

(b) shall provide the Landlord with an Opinion of Counsel to the Tenant (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other entities that are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business, or has any pending litigation that might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto;

(c) shall deliver to the Landlord within 30 days of the close of such transaction, copies

of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Tenant under the Tenant Documents shall become obligations of the new entity; provided, however, the Tenant shall not be released from same;

(d) shall continue to maintain no less than 33% of voting seats on the Board appointed by the City Council which seats will be deemed automatically confirmed regardless of confirmation from the Board.

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

(f) shall continue ,within 5-days after the end of month, to send to the City Clerk monthly financial reports as required of the Tenant and board agendas at least five (5) days in advance of Tenant’s board meetings.

Section 13.3. Further Assurances. The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 13.4. Financial Statements; Reports; Annual Certificate; Rate Covenant.

(a) Financial Reports, Enrollment Reports and Charter Compliance Reporting. The Tenant shall provide to the Landlord as soon as is practicable, and published on the Tenant’s website within five (5) business days as soon as such is available or as otherwise specified herein, the following information: (A) the amount of money that the Tenant will receive from the State (which may consist of copies of Florida Department of Education forms showing amounts due to the Tenant); (B) a copy of the Tenant’s annual budget, certified by the Tenant, on or before September 15 of each Charter School Fiscal Year, commencing September 15, 2021; (C) on or before March 15 and September 15 of each Charter School Fiscal Year, commencing March 15, 2021, a copy of the semi-annual budget for such semi-annual period and a statement comparing actual expenditures to budgeted expenditures for the immediately preceding semi-annual period, (D) enrollment numbers including the ratio of Belle Isle students to total enrollment for each Charter School; (E) copies of any written complaint notifications from the School Board, along with the Tenant’s responses thereto, within ten days of receiving such complaint notifications and responding thereto; (F) notices of any meetings in which the Tenant is before the School Board for issues of non-compliance along with the minutes of such meetings and any responses provided by the Tenant; and (G) copies of those annual financial disclosures required to be completed and filed by the charter school board members pursuant to § 1002.33(26), Florida Statutes (2021), or, if the legislature no longer requires such disclosures or reduces the

requirements for such disclosures, financial disclosures in the same form and detail as previously required by § 1002.33(26) as such statute existed in 2021. In addition to the foregoing, the Tenant shall provide to the City the Tenant’s Board meeting agendas not less than five (5) days before each meeting and provide the City with monthly financial reports within ten (10) days following the close of each such month.

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

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

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

(c) **Debt Service Coverage Ratio.** Within 30 days of the completion of the Annual Financial Statements, commencing with the Annual Financial Statements for the Charter School Fiscal Year ending June 30, 2021, the Tenant will deliver to the Landlord evidence of the Debt Service Coverage Ratio, which evidence may be in the form of a certificate of a Certified Public Accountant or included in the notes to the Annual Financial Statements. The Tenant covenants to maintain a Debt Service Coverage Ratio for each Charter School Fiscal Year, commencing with the Charter School Fiscal Year ending June 30, 2021, of at least 1.20. If any such Debt Service Coverage Ratio is below 1.20, the Tenant covenants to retain and, at its expense, within one hundred fifty (150) days of the end of such Charter School Fiscal Year, an Independent Consultant to submit a written report and make recommendations (a copy of such report and recommendations shall be filed with the Landlord), within ninety (90) days such Independent Consultant is retained, with respect to revenues or other financial matters of the Tenant which are relevant to increasing the Debt Service Coverage Ratio to at least 1.20. The Tenant agrees to use all commercially reasonable efforts to adopt and follow the recommendations of the Independent Consultant (excepting the instance when an Opinion of Counsel, addressed to the Landlord, is obtained excusing such actions by the Tenant as violative of applicable law). So long as the Tenant engages an Independent Consultant and uses commercially reasonable efforts to follow the Independent Consultant's recommendations as provided above, the Tenant will be deemed to have complied with its covenants hereunder; provided, however, that notwithstanding the foregoing, it shall be a default hereunder regardless of the engagement of an Independent Consultant if the Debt Service Coverage Ratio is below 1.00 for any Charter School Fiscal Year.

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

(e) **Additional Documents Upon Request.** The Tenant will provide the Landlord with

any of the documents specified in this Section in a timely manner upon request.

(f) Failure to Comply with Disclosure Requirements; Remedies. Where the Tenant (including any successor entity thereto or assignee thereof) has failed to timely comply with any of the disclosure or publication requirements of or requests for information, documents, or other records pursuant to this Article XIII, the parties acknowledge that termination of this Lease Agreement may be a harsh remedy to induce the production of such disclosures and therefore agree that the Landlord may impose an additional \$500 in rent per document or disclosure for each day that any such disclosure, publication, or submission remains tardy or overdue. If no specific time is set for a disclosure or other document to be provided, published, or submitted to the City or the public, such time shall be five (5) business days following a written request from the City for the purposes of this paragraph. Landlord further reserves the right to initiate an action for injunctive or other equitable relief to compel the Tenant to provide any such disclosures, documents, information, or other records, in which, in addition to being awarded access to such items, Landlord may also recover its reasonable attorneys' fees and costs expended in pursuing access to such disclosures, information, and records. This remedy is cumulative and in addition to any other remedies that may be available to the Landlord at law, including, but not limited to, any action pursuant to Chapter 119, Florida Statutes, as may be applicable.

Section 13.5. Authority of Authorized Representative of the Tenant. Whenever under the provisions of this Lease the approval of the Tenant is required, or the Landlord is required to take some action at the request of the Tenant, such approval or such request shall be made by the Authorized Representative of the Tenant unless otherwise specified in this Lease. The Landlord shall be authorized to act on any such approval or request and the Tenant shall have no complaint against the Landlord as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease by an Authorized Representative of the Tenant shall be on behalf of the Tenant and shall not result in any personal liability of such Authorized Representative.

Section 13.6. Authority of Authorized Representatives.

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

(b) Whenever under the provisions of this Lease the consent or approval of the Landlord is required, or the Tenant is required to take some action at the request of the Landlord, such approval or such request shall be made by the Authorized Representative of the Landlord unless otherwise specified in this Lease. The Tenant shall be authorized to act on any such approval, consent or request and the Landlord shall have no complaint against the Tenant as a result of any such action taken in accordance with such approval, consent or

request. The execution of any document or certificate required under the provisions of this Lease by an Authorized Representative of the Landlord shall be on behalf of the Landlord and shall not result in any personal liability of such Authorized Representative.

Section 13.7. Licenses and Qualifications. The Tenant will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its Tenants to comply, with such permits, licenses and other governmental approvals necessary for the uninterrupted and continued operation of its Charter Schools as charter schools under the Charter School Law and any applicable Charter Contracts.

Section 13.8. Right to Inspect. Following reasonable notice to the Tenant, at any and all reasonable times during business hours, the Landlord and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Charter Schools and the Leased Property, including all books and records of the Tenant (excluding records the confidentiality of which may be protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however, that they shall maintain these books and records in confidence unless required by applicable law to do otherwise and it is necessary to distribute the information to some other third party under applicable law.

Section 13.9. Nonsectarian Use. The Tenant agrees that it will be nonsectarian in its programs, admission policies and employment practices and all other operations. The Tenant will also comply with all applicable state and federal laws concerning discrimination of any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 13.10. Days Cash on Hand. On each June 30, commencing June 30, 2021, the Tenant shall have a balance of cash and unrestricted available funds on hand in an amount at least equal to 45 Days Cash on Hand. Within 30 days of the completion of the Annual Financial Statements, the Tenant will deliver to the Landlord evidence of the Days Cash on Hand as of such June 30, which evidence may be in the form of a certificate of a Certified Public Accountant or included in the notes to the Annual Financial Statements.

a. If the balance of cash and unrestricted available funds on hand is less than an amount at least equal to 45 Days Cash on Hand, the Tenant covenants to retain and, at its expense, within one hundred fifty (150) days of the end of such Charter School Fiscal Year, an Independent Consultant to submit a written report and make recommendations (a copy of such report and recommendations shall be filed with the Landlord), within ninety (90) days such Independent Consultant is retained, with respect to revenues or other financial matters of the Tenant which are relevant to increasing cash and unrestricted available funds on hand to at least 45 Days Cash on Hand. The Tenant agrees to use all commercially reasonable efforts to adopt and follow the recommendations of the Independent Consultant (excepting the instance when an Opinion of Counsel, addressed to the Landlord, is obtained excusing such actions by the Tenant as violative of applicable law). So long as the Tenant engages an Independent Consultant and uses commercially reasonable efforts to follow the Independent Consultant's recommendations as provided above, the Tenant will be deemed to have complied with its covenant hereunder.

Section 13.11. Transfer of Assets. Other than payments and Transfers contemplated by this Lease, the Tenant agrees that it will not Transfer Charter School Revenues, other than in the ordinary course of Tenant's business, or other assets of the Tenant.

Section 13.12. Renewals and Extensions of Charter Contracts. Under the provisions of Florida Statutes §1002.33(7)(b), Tenant has the right to apply to the School Board for an extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all amounts due hereunder are indefeasibly paid and satisfied in full.

Section 13.13. Liens. The Tenant covenants that, except as specifically provided in this Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien (other than Permitted Encumbrances).

Section 13.14. Procurement and Solicitation. In procuring goods and services, the Tenant agrees that it shall adopt and utilize the same competitive solicitation procedures and processes as are adopted by or otherwise imposed upon the Landlord by state and local law. In addition to the foregoing, Tenant shall require that all ethics rules applicable to the competitive solicitation processes of the Landlord apply to its solicitation processes and that bidders, respondents, and proposers are required to execute an Affidavit of Non-Collusion in a form approved by the City.

ARTICLE XIV
DEFAULT

Section 14.1. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Tenant to make any cash payment of Rent (inclusive of Additional Rent) required to be made in cash or any other monetary payment required to be made by Tenant hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Tenant (“**Notice of Default**”).

(b) Failure of Tenant to keep, observe, or perform any term, condition, or provision of this Lease, which failure is not remedied within (30) days after receiving Notice of Default, provided, however, if the failure cannot reasonably be cured within thirty (30) days, the Tenant shall not be in default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of the Notice of Default from Landlord.

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.

(d) Making of any offer or giving of any gratuities in the form of entertainment, gifts, or otherwise, by the Tenant, or any agent or representative of the Tenant, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement.

(e) If the Leased Property or more than fifty percent (50%) of the area of the Buildings shall become vacated, deserted or abandoned (and the fact that any of Tenant's property remains in the Leased Property shall not be evidence that Tenant has not vacated, deserted or abandoned the Leased Property) for more than thirty (30) days after notice by Landlord to Tenant of such vacation, desertion or abandonment. Without limitation, holidays, school breaks, including summer breaks, do not constitute vacation, desertion or abandonment.

(f) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the Charter Schools or to make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting either from a merger or consolidation of the Tenant into or with another domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 13.3 hereof.

(g) Any representation or warranty made by the Tenant herein or made by the Tenant in any statement or certificate furnished by the Tenant either required hereby or in connection with the execution and delivery of this Lease and the sale and the issuance of the Bonds, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(h) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Tenant, and the Tenant does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(i) The placement of any lien upon the Leased Premises, by Tenant or by Tenant’s contractors, sub-contractors, agents, representatives, or employees in connection with Tenant’s exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days

(j) The termination of either Charter Contract either by its terms or for any other reason.

Section 14.2. Remedies and Termination.

(a) Remedies. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may in its sole and absolute discretion pursue any remedies as may be available to the Landlord at law or in equity.

(b) Termination.

a. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.

The Landlord shall have the right to recover all unpaid Rent and other payments earned by Landlord prior to the date of termination of the Lease or date of repossession of the Leased Premises (whichever is earlier), and all of the Landlord’s damages, costs and expenses incurred, including reasonable attorneys’ fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Landlord from Tenant. Unless expressly provided otherwise herein, no action taken by the Landlord pursuant to this Section 14.2 shall be deemed to terminate this Lease unless written notice of termination, (a “**Notice of Termination**”) is given by the Landlord to Tenant.

The rights and remedies herein conferred upon or reserved to Landlord shall not be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

Section 14.3 No Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Tenant by the Landlord at any time when Tenant is in default under this Lease shall not be construed as a waiver of such default or of Landlord’s right to exercise any remedy arising out of such default, nor shall any waiver of indulgence granted by the Landlord to Tenant be taken as an estoppel against the Landlord, it being expressly understood that the Landlord may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 14.4 Surrender of Leased Premises. Upon expiration or earlier termination of this Lease, Tenant shall vacate and surrender the Leased Premises to the Landlord pursuant to and in accordance with the terms and conditions of this Section. The terms and conditions of this Section, inclusive of all subsections and sub-subsections, shall survive expiration or earlier termination of this Lease.

- a. Retention of Improvements. The Landlord, in its discretion, may retain all or any part of the Improvements upon the expiration or earlier termination of this Lease. The Landlord may exercise the aforementioned right by providing written notice of the same to Tenant two (2) years prior to the Expiration Date or in the Landlord’s Notice of Termination. Tenant shall execute any and all documentation necessary to convey all right title and interest in said Improvements to be so retained by the Landlord.

- b. Demolition and Removal of Improvements. In the event the Landlord does not exercise its right to retain the Improvements, then within one hundred eighty (180) days after the Expiration Date or termination date of this Lease (the “**Removal Period**”), Tenant shall demolish and/or remove, any and all the improvements placed, constructed or installed on the Leased Premises by or for the benefit of Tenant and any and all improvements placed, constructed or installed on the Installation (outside the Leased Premises) by Tenant or for the benefit of Tenant and Tenant shall restore the Leased Premises and the Access Area(s) to a condition substantially similar to the condition they existed in on the Lease Effective Date; reasonable wear and tear excepted. Notwithstanding the foregoing or anything to the contrary in this Lease, the Landlord may, in its sole discretion, require Tenant to remove all improvements from the Leased Premises, whether or not existing as of the Effective Date, and restore the Leased Premises to the condition that existed before the construction of improvements on the Leased Premises, whether such construction was performed by Tenant or a predecessor of Tenant in the operation of school(s) on the Leased

Premises. If the Tenant shall fail comply with the requirements of this section, then, at the option of the Landlord, the Improvements shall either become the property of the Landlord without compensation or cost to the Landlord, or the Landlord may cause it to be removed and the Leased Premises and Access Area(s) to be so restored at the expense of the Tenant, and no claim for damages against the Landlord or its officers, employees, or agents shall be created by or made on account of such removal and restoration work. Tenant's surrender of the Improvements shall not be deemed to be a payment of rent in lieu of any Rent due under this Lease.

- c. Demolition Reserve Account. To secure performance of the Tenant's requirement to demolish and remove all Improvements and restore the Leased Premises and the Access Area(s), Tenant shall, no later than two (2) years prior to the Expiration Date or no later than thirty (30) days after receipt of a Notice of Termination from the Landlord or any delivery of notice of termination by Tenant to the Landlord pursuant to this Lease, establish an escrow account into which Tenant shall deposit all funds necessary and required to comply with the requirements of this Section (the "**Demolition Reserve Account**"). The Demolition Reserve Account shall be established at a national banking institution or commercial escrow holder approved by the Landlord. The amount of funds deposited into the Demolition Reserve Account shall be established by a written estimate issued by a qualified construction and demolition expert approved by the Landlord, to be reviewed and approved by the Landlord, for all costs of demolishing and removing all Improvements on the Leased Premises and the Access Area(s) and restoring the Leased Premises and Access Area(s) to a condition substantially similar to the condition they were in on the Effective Date, reasonable wear and tear excepted (the "**Demolition Cost Estimate**"). The Demolition Reserve Account shall be established by written escrow agreement mutually agreed and entered into by the Tenant and the Landlord (the "**Demolition Reserve Account Escrow Agreement**"). The Demolition Reserve Account Escrow Agreement shall provide that funds in the Demolition Reserve Account shall be used solely to fulfill Tenant's obligations under this Section and provide that all disbursements from the Demolition Reserve Account shall be made upon Tenant's written direction to the escrow holder with the consent of the Landlord, provided that upon the occurrence of an Event of Default and the expiration of any applicable cure period provided for in this Lease, all disbursements from the Demolition Reserve Account shall be made solely upon the Landlord's written direction to the escrow agent without the consent of Tenant, or any other person. The Demolition Reserve Account Escrow Agreement shall provide that Tenant grants to the Landlord a continuing first lien security interest in and to all of Tenant's right, title, and interest in the Demolition Reserve Account, as well as all funds held, or designated for deposit in the Demolition Reserve Account, whether then owned, existing, or thereafter acquired, and regardless of where located, as security solely for the performance of Tenant's obligations under paragraph (a) of this Section and not as security for any other obligation of Tenant to Landlord. Tenant shall not grant or allow any other security interests in, liens to, or encumbrances on the Demolition Reserve Account or the funds in it. Tenant shall deliver to the Landlord for filing one or more financing statements, as necessary, in connection with the Demolition Reserve Account in the form reasonably required by the Landlord to properly perfect its security interest in the Demolition Reserve Account, and shall keep the lien secured by such statements perfected at all times during the existence of the Demolition Reserve Account in accordance with the laws of the State of Florida. Tenant shall deliver to the Landlord, within ten (10) days after

filing, the original and any amendments to, and continuations of, any financing statement. Except as otherwise expressly provided in the Demolition Reserve Account Escrow Agreement, Tenant shall be solely liable to the escrow agent for the fees and expenses related to the Demolition Reserve Account.

- d. Closeout Reports. To demonstrate Tenant’s compliance with obligations and requirements of this Lease, Tenant shall, at its sole cost and expense, provide a Final Physical Condition Report and the EBS Reports (each as herein after defined and collectively referred to as, the “**Closeout Reports**”). In the event that the Closeout Reports identify a physical or environmental condition on or at the Leased Premises and/or the Access Area(s) arising or due to the actions or inactions of Tenant, its employees, agents, contractors, licensees, or invitees or otherwise their use and occupancy of the Leased Premises, Tenant shall (at its sole cost and expense) promptly undertake and pursue diligently to completion any remedial measures required by the Landlord or any Landlord authority having jurisdiction.
 - i. No later than sixty (60) days prior to the later of: (a) the Expiration Date or earlier termination date of this Lease, or (b) the expiration of the Removal Period, if the Landlord does not exercise its right to retain any or all the Improvements, Tenant shall prepare a final physical condition report setting for the physical appearance and condition of the Leased Premises as of the Expiration Date of this Lease or the expiration of the Removal Period, whichever is later, to be mutually agreed to and signed by the Parties (the “**Final Physical Condition Report**”). The Landlord may compare the Final Physical Condition Report to the Initial Condition Report to identify changes regarding the physical condition of the Leased Premises and the Access Area(s) during the Term of this Lease.
 - ii. No later than sixty (60) days prior to the latter of: (a) the Expiration Date or earlier termination date of this Lease, or (b) the expiration of the Removal Period, if the Landlord does not exercise its right to retain any or all the Improvements, Tenant shall commence a Phase I Environmental Baseline Survey (“**Phase I EBS**”) in accordance with any standards recognized or required by the Landlord at the time. If the Phase I EBS reveals any areas of environmental concern that were not based upon matters disclosed in the Landlord’s Environmental Documents and which, in the Landlord’s reasonable discretion, warrant further investigation, Tenant shall, at its sole cost and expense, commence a Phase II Environmental Baseline Survey (“**Phase II EBS**”) in accordance with the reasonable instructions and standards recognized or required by the Landlord at the time, including sampling and analysis of soil and groundwater, necessary to determine whether or not contamination has occurred. Copies of the Phase I EBS and the Phase II EBS and any other supplemental EBS reports made pursuant to this Section (collectively, the “**EBS reports**”) shall be certified to be for the benefit of the Landlord by the duly authorized, licensed, and qualified environmental consultant performing or creating the EBS reports. The Landlord may compare the EBS Reports to the Environmental Documents to identify any environmental conditions which may have occurred on the Leased Premises and the Access Area(s) during the Term of this Lease.

Section 14.5. No Recourse. Tenant shall look solely to Charter School revenues for satisfaction of any remedy it may have against Landlord and shall not look to any other assets of

Landlord or of any other person, firm or corporation. There shall be absolutely no personal liability on the part of any present or future council member, officer, agent, employee, or representative of the Landlord, or the like, or any of its successors or assigns, with respect to any obligation of Landlord hereunder.

Section 14.6. No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, regardless of whether Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant may not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord or its members, officers, agents or employees.

Section 14.7. Landlord's Defaults. Upon a default by Landlord under this Lease, Tenant shall have all rights and remedies available under the law or in equity, but specifically excluding rights of setoff or abatement as to Charter School Revenues and Rent.

Section 14.8. Waiver of Trial by Jury. LANDLORD AND TENANT AND THEIR ASSIGNS, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR OCCUPANCY OF THE LEASED PROPERTY, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

Section 14.9. Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party shall be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

Section 14.10. Indemnification. To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, Tenant covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the Landlord-Related Parties (as defined in this Section 6.1 below) and Mortgagee against and from any and all loss, cost, damage, or claims by or on behalf of any person, firm, or corporation (a) from the conduct or from management of or from any work or thing whatsoever done in or about the Premises during the Term hereof, (b) from the operation, management, maintenance, repair, use, or occupation of the Premises, and the condition of any building or other Improvements on the Premises, (c) from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, and (d) from any act, whether or not negligent, by Tenant, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever occurring during the Term hereof in or about the Premises. In case any action or proceeding be brought against the Landlord-Related Parties by reason of any such claim Tenant, upon notice from the Landlord-Related Parties, covenants to resist or defend such action or proceedings by counsel chosen by Tenant, but reasonably satisfactory to Landlord. As used in this

Lease, the term “**Landlord-Related Parties**” shall mean, collectively, Landlord and the Landlord’s shareholders, directors, officers, partners, members, employees, representatives, agents, and their successors and assigns.

Section 14.11. Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any amounts by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing by that party.

Section 14.12. Force Majeure. Except as otherwise expressly provided in this Lease, any prevention, delay or stoppage caused by fire, earthquake, explosion, flood, hurricane, the elements, or any other similar cause beyond the reasonable control of the party from whom performance is required, or any of their contractors; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war, invasion, insurrection, rebellion; riots; strikes or lockouts, or inability to obtain necessary materials, goods, equipment, services, utilities or labor shall excuse the performance of such party for a period equal to the duration of such prevention, delay or stoppage; provided, however that (i) in no event shall financial incapability excuse the performance of either party, (ii) the terms of this Section 14.12 shall in no event excuse Tenant’s obligation to timely pay Annual Rent and the other sums owing under this Lease.

Section 14.13 Waiver of Claims for Defects. Tenant further covenants and agrees that Landlord shall not be liable to Tenant, or any one claiming by, through or under Tenant, for any defect in the Premises, or any buildings, building components, fixtures, apparatuses and personal property located thereon latent or otherwise for any injury, loss or damage to any persons or to the Premises, or to any property of Tenant, or of any other person, contained in or upon the Premises, caused by or arising or resulting from such defect.

ARTICLE XV
GOVERNMENT RIGHTS

Section 15.1 Government Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or authority of the City over the Leased Premises relating to the security or the health, welfare, safety, or security of persons on the Leased Premises, as established in law, regulation, or ordinances.

Section 15.2 Government Continued Right of Entry. In addition to the City’s Use of the Schools as set forth in Section 6.1, subject to the terms and upon the conditions set forth in this Section, any agency of the City, its officers, agents, employees, and contractors, may enter upon the Leased Premises, at all times for any purposes not inconsistent with Tenant’s quiet use and enjoyment of them under this Lease, including, but not limited to, the purpose of inspection and ensuring that the terms and conditions of this Lease are being met. The City shall have the right to enter the Leased Premises at any time during business hours (9:00 am to 5:00 pm, Monday through Friday) upon at least twenty four (24) hours advance written notice to Tenant. Notwithstanding the foregoing, however, in the event of a declared emergency, the City may enter the Leased Premises at any time. Further, the City acknowledges and agrees that any entry upon the Leased Premises by the City, its employees, agents, contractors or representatives shall be at their sole risk, and in no event shall Tenant be liable to the City or any such person for any personal injury, loss of life or property damage resulting from or occasioned by their entry onto the Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Tenant.

Section 15.3 Permanent Removal and Disbarment. Without limiting the foregoing, and notwithstanding anything contained in this Lease to the contrary, the City and Tenant have the right at all times to order the permanent removal and disbarment of anyone from the Leased Premises if either determines, in its sole discretion, that the continued presence on the leased Premises of that person represents a threat to the security of the Leased Premises, poses a threat to the health, welfare, safety, or security of persons on the Leased Premises, or compromises the Leased Premises in any way.

Section 15.4 Sovereign Immunity. Landlord expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Regardless of anything set forth in any part or section of this Lease Agreement to the contrary, nothing in this Lease may be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this agreement may inure to the benefit of any third party for the purpose of allowing any claim against the Landlord, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE XVI
MISCELLANEOUS

Section 16.1 Recitals. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 16.2 Effective Date. The “**Effective Date**” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 16.3 Brokers. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from such claim made by or through the indemnifying party.

Section 16.4. Assignment and Subletting. Tenant shall not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent of the Landlord. Any transfer, assignment or sublease which is not in strict compliance with the terms and conditions of this Section shall be void ab initio, and shall be of no force and effect whatsoever. So long as an Event of Default has occurred and is continuing, Tenant shall not have the right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and shall not sublet (or underlet), or permit the Leased Property or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole discretion and that the Tenant may assign, or otherwise transfer this Lease as permitted by the Landlord so long as the rent from the assignee or other transferee equals or exceeds fair market rent at that time. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Section shall be void. The consent by Landlord to any assignment, sublease, mortgage, pledge, encumbrance or transfer shall not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

Section 16.5. Prohibition on Transfer of Real Property. Tenant shall not permit any sale, conveyance, assignment, transfer, mortgage or lease any or all of their interest in the Leased Property for the duration of the Term.

Section 16.6 Leasehold Encumbrances/Financing of Improvements. Tenant shall not encumber any leasehold estate nor its interest in the Improvements under any circumstances, whether by the execution and delivery of a mortgage, deed of trust or collateral assignment of lease.

Section 16.7. Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue for any and all claims brought hereunder or in connection herewith shall be in Orange County, Florida. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Tenant shall comply with and require all of its officers, employees, agents,

suppliers, contractors, licensees and invitees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, ordinances, policies, directives and instructions including the Environmental Laws (collectively, the “**Applicable Laws**”), as may be in effect or modified from time to time during the Term of this Lease.

Section 16.8. Estoppels. Within seven (7) days following request from Landlord, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord, (a) stating the Effective Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Rent has been paid, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Property, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Property.

Section 16.9 Bankruptcy. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code operates to stay or otherwise affect the City’s ability to enforce any rights it has under any agreement between the Parties, or any other rights that the City has, whether now or hereafter acquired, against any party responsible for the debts or obligations of Tenant under such agreements. Tenant shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the City’s ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Tenant. The covenants in this Section are material in inducing the City to enter into this Lease and Tenant agrees that no grounds exist for equitable relief that will bar or impede the exercise by the City of its rights and remedies under such agreements against Tenant or any party responsible for the debts or obligations of Tenant. If any part of Tenant’s interest in the Leased Premises or the Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the City shall immediately become entitled, in addition to all other relief to which the City may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the City to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Tenant’s use of all “cash collateral,” as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Tenant shall not assert in any pleading or petition filed in any court proceeding that the City lacks sufficient grounds for relief from the automatic stay. Tenant agrees that any bankruptcy petition or other action taken by Tenant to stay, condition, or prevent the City from exercising its rights or remedies under this Lease or any other agreement between the Parties shall be deemed bad faith. If any voluntary or involuntary petition is filed under the

Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall notify the City of such filing within ten (10) business days after receiving notice. If any part of Tenant’s interest in the Leased Premises or Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Tenant shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 16.10. Memorandum of Lease. Tenant shall not be permitted to record a copy of this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to record a memorandum of this Lease on such Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date and renewal options.

Section 16.11. Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 16.12. Interpretations. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

Section 16.13. Disputes. If a dispute regarding this Lease arises, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and are mutually agreeable. The City’s obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. Under no circumstances will the failure of the City to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party may take any additional actions it may deem necessary to resolve the dispute.

Section 16.14 Notices. All notices, demands and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail, return receipt requested, or by a nationally recognized overnight delivery service making receipted deliveries to the addresses first above appearing or to such other addresses as are hereinafter designated by either party to the other.

Section 16.15. Relationship of Parties. The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor shall it cause any Party to be responsible in any way for the debts and obligations of the other.

Section 16.16. Third Party Beneficiary. Landlord and Tenant are the only parties to

this Lease. Nothing in the Lease provides any benefit or right, directly or indirectly, to third parties. The Parties agree to reasonably cooperate in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under the Lease.

Section 16.17. Severability. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 16.18 Headings. Headings contained in this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 16.19 Press Releases. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

Section 16.20 Anti-Discrimination. Tenant shall comply with Federal laws, rules and regulations prohibiting discrimination any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status. Tenant shall further maintain the Leased Property and provide its programs and services in accordance with the applicable provisions of the Americans with Disabilities Act, including Titles I, II, and III, and including any regulations, design standards, or rules promulgated or adopted pursuant thereto. Tenant further agrees to indemnify, defend, and hold harmless the Landlord from and against any claims, sanctions, penalties, or other costs, including attorneys' fees and costs, made or assessed against the Landlord arising from the Tenant's failure to comply with the requirements of this paragraph, including the Tenant's failure to provide accessible programs or facilities as required by the ADA.

Section 16.21 Time is of the Essence. Time is of the essence with respect to this Lease.

Section 16.22 Anti-Kickback Procedures. Tenant shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to believe that any of the activities described in this Section may have occurred, Tenant or Landlord shall promptly report in writing such activities to the State Attorney General, State Ethics Commission and/or FDLE. Tenant shall cooperate fully with any federal or state agency investigating such activities.

Section 16.23 Binding Effect and Beneficiaries. The provisions of this Lease shall inure to the benefit and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease shall not be assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto and no other person or entity shall have any right of action under this Lease.

Section 16.24 No Individual Liability of City Officials. No covenant or commitment contained in this Lease shall be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of City, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 16.25 Immunities and Defenses. Nothing in this Lease shall be construed to waive any immunity from or defense to claims which Landlord or Tenant may enjoy under federal law, including the Federal Tort Claims Act, or under state law, including the Florida Tort Claims Act.

Section 16.26 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Facsimile and electronic copies of this Lease, bearing the parties' respective signatures, shall be enforceable as originals.

Section 16.27 Interpretation. This Lease was jointly negotiated and jointly drafted by the Parties with the advice or their respective legal counsel, and it shall not be interpreted or construed in favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 16.28 Notices and Consents. Any and all notices or other communications required or permitted to be given under this Lease shall be in writing and either (i) personally delivered, in which case notice shall be deemed delivered upon receipt, (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine, (iii) sent by any nationally recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service, or (iv) sent by United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Landlord: City of Belle Isle
ATTN: City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Tenant: Cornerstone Charter Academy
ATTN: Chair, Board of Directors
5903 Randolph Avenue
Belle Isle, FL 32809

Section 16.28 Entire Agreement; Amendments.

(a) This Lease constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

(b) This Lease shall not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by written agreement executed by the Parties hereto. Except as expressly permitted by the terms of this Lease, no modification, alteration or amendment shall be made to this Lease which adversely affects the rights of the Landlord to exercise their rights and any remedies with respect to this Lease upon the exercise of an Event of Default (as defined herein).

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

Legal Description

PARCEL A

Lot I and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL B

The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL C

Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL D

Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL E

Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL F

Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL G

Lots 10, 11, 12 and 13, of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S HOMESTEAD, more particularly described as follows:

North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9, together with any other interest of party of the first part in and to that part of said Lot 9, lying North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL H

The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida. ALSO DESCRIBED AS:

Begin at a stone at the Northeast corner of land formerly belonging to C.J. SWEET AT PINE CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173 feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF BEGINNING.

AND

PARCEL J-3

Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more particularly described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89 degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page I, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet; thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF BEGINNING.

AND

PARCEL K-1:

North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida.

AND

PARCEL K-2:

The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-3:

Begin at the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10, thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees 59 minutes 34 seconds East 3.5 feet more or less, to the Northwest comer of the above described Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the Northeast comer of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34 seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest comer of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

From the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10; thence run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING; thence run East 3.5 feet to the Northwest comer of the above described Parcel K-1, thence South 00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast comer of the above described Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest comer of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes 36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-4:

A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest comer of said Lot 10; thence due East 145.00 feet along the North line of said Lot 10 for a POINT OF BEGINNING; thence continue along said North line, due East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of

said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50 feet to the Northeast comer of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North 00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.

AND

PARCEL K-5

The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K6:

Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K7

The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-8:

The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-9

The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 10:

The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 11

Begin 763 feet East and 250 feet North of the Southwest corner of Lot 10, HARNEY HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE OF BEGINNING.

Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc., a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County, Florida, more particularly described as follows:

A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a point on the East line of lands described in Official Records Book 6253, Page 6532, Public Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10 feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet along said southerly projection to the POINT OF BEGINNING.

AND PARCEL

K12:

Beginning 465 feet East of the Southwest corner of Lot 10, HARNEY HOMESTEAD, in Section 24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and South 250 feet to the POINT OF BEGINNING.



AND Former Bank of America Parcel

Being that property located within the City of Belle Isle, Orange County, Florida, more particularly described as follows:

Lot 9 of HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, less the East 100 feet thereof; less the North 391.8 feet thereof; less portions of road right of way on the North, bounded by Fairlane Avenue, and on the South, bounded by East Wallace Street, as the same may have been conveyed to or taken by the City of Belle Isle or Orange County, Florida for road widening purposes.

LESS AND EXCEPT:

That part of Lot 9 conveyed to the State of Florida by Special Warranty Deed recorded in Official Records Book 779, Page 14, of the Official Records of Orange County, Florida, being described as follows:

That part of: Lot 9, Harney Homestead Subdivision, as shown in Plat Book "C", Page 53, said public records, LESS the North 391.8 feet of said Lot 9; lying within 30 feet Easterly of the survey line of State Road 527, Section 75040, said survey line being described as follows:

Begin on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, public records, Orange County, Florida, at a point 31.16 feet East of the Northeast corner of said Lot 18, and run thence North 0°15'17" West, 579.36 feet to the center of Section 24, Township 23 South, Range 29 East;

ALSO, the East 30 feet of the West 60 feet of the South 30 feet of the North 421.8 feet of said Lot 9, Harney Homestead;

ALSO, that part of said Lot 9, Harney Homestead, lying within 30 feet Northerly of a line described as follows:

Commence on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, Public Records, Orange County, Florida, at a point 31.16 feet East of the Northeast Corner of said Lot 18, and run thence North 0°15'17" West 33.70 feet for a POINT OF BEGINNING; From said Point of Beginning run South 89°42'47" East, 60 feet;

The lands herein described contain .172 acre (7499 square feet), more or less, exclusive of area in existing roads.

FURTHER LESS AND EXCEPT

That part conveyed to Pine Castle Methodist Church, Inc. by Special Warranty Deed recorded in Official Records Book 8382, Page 274, of the Official Records of Orange County, Florida, being described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the public records of Orange County, Florida, thence run North 89 deg 57 min 29 sec East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN- CASTLE, as recorded in Plat Book "P", Page 1, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 deg 04 min 16 sec East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 deg 58 min 20 sec East, a distance of 173.95 feet; thence leaving said South line South 00 deg 18 min 56 sec East along the West line of the East 100.00 feet of said Lot 9, a distance of 224.65 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 deg 57 min 29 sec West, a distance of 175.47 feet to the POINT OF BEGINNING.

Address (as shown in Tax Records): 6300 Hansel Ave., Orlando, FL 32809
Address (actual): 6003 Hansel Ave., Belle Isle, FL Orange County Tax Parcel No. 24-23-29-3400-00-094

Additional Space:

A. Pine Castel Methodist Church, 942 Fairlane Avenue (TAX ID: 24-23-29-3400-00-093) and commonly known as "Oasis" Property.

The east 100 fl. of Lot 9 (less the North 391.8 ft. thereof), Harney Homestead, Plat Book C, Page 53, Public Records of Orange County, Florida. with a total land area of 50,658 sqft (+/-) | 1.16 acres (+/-)

B. Parcel 2. 1106 E. Wallace Street. Orlando. Orange County. Florida. Tax parcel #24-23-29-3400-00-170

Begin at a stake 60 feet east of the northwest comer of Lot 16, Harney Homestead, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, said stake being on the south line of Wallace Street, then run east along said lot line 100 feet to a stake, thence south 110.60 feet to a stake, thence west 100 feet to a stake, thence north 110.60 feet to point of beginning.

C. City Of Belle Isle Charter Schools Inc, 5929 Hansel Ave (TAX ID: 24-23-29-8820-00-050)
commonly known as the “former Texaco Property”

J G TYNERS SUB F/44 LOTS 5 & 6 (LESS W 10 FT OF LOT 6 FOR R/W PER OR 802/595)
21,799 sqft (+/-) | 0.50 acres (+/-)

EXHIBIT B
INSURANCE

Insurance	Coverages	Other Requirements
Worker's Compensation	Statutory	<p>Waiver of subrogation in favor of City.</p> <p>No "alternative" forms of coverage permitted without City approval.</p>
Employers' Liability	\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.	Waiver of subrogation in favor of City.
General Liability	<p>\$2,000,000 per occurrence</p> <p>\$2,000,000 general aggregate</p> <p>\$1,000,000 products/completed operations aggregate limit</p> <p>\$2,000,000 personal and advertising injury</p> <p>\$100,000 damaged to rented premises</p> <p>\$10,000 medical expense limit</p>	<ol style="list-style-type: none"> 1. Coverage shall be written on a "per occurrence" insurance form. 2. Coverage shall include contractual liability, independent contractors' liability, products and completed operations liability, and personal injury liability. 3. Coverage shall be primary and non-contributory. 4. City shall be named as "Additional Insured". 5. Separation of Insured language shall not be modified. 6. Waiver of subrogation in favor of City. 7. General Aggregate and Products/Completed Operations Aggregate limits apply on a "per location" basis. 8. No exclusion of liability assumed under contract.

Insurance	Coverages	Other Requirements
Business Automobile Liability	\$1,000,000 combined single limit per accident	<p>City shall be named as “Additional Insured.”</p> <p>Waiver of subrogation in favor of City.</p> <p>Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Tenant’s owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.</p>
Excess/Umbrella Liability Insurance	\$10,000,000 each occurrence / \$5,000,000 aggregate	<ol style="list-style-type: none"> 1. Coverage shall be written on an “occurrence” insurance form. 2. City shall be named as “Additional Insured.” 3. Waiver of subrogation in favor of City. 4. Coverage shall apply to excess claims to Employers’ Liability, General Liability, Automobile Liability, and, if required under Article XI, Errors & Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages.
Property	Replacement Cost Value	<ol style="list-style-type: none"> 1. Coverage shall be for Special (“All-Risks”) perils or causes of loss. 2. Coverage shall be for Tenant’s business personal property, improvements and betterments, equipment and tools. 3. No coinsurance. 4. City shall be named as Additional Insured and Loss Payee. 5. Waiver of Subrogation in favor of City. 6. Ordinance and Law coverage.

Insurance	Coverages	Other Requirements
Property - Extra Expense	Extra Expense (including all ongoing expenses) of not less than six (6) months.	<ol style="list-style-type: none">1. Actual Loss Sustained valuation coverage.2. Extended Period of Indemnity of at least one hundred eighty (180) days.3. City shall be named as Additional Insured and Loss Payee.4. Waiver of subrogation in favor of City.5. Coverage of losses arising from interruption of utilities outside any Leased Premises.
Property – Builders’ Risk	Replacement Cost Value of any improvements made on the Leased Premises during the Term of the Lease.	<ol style="list-style-type: none">1. Coverage shall be for Special (“All-Risks”) perils or causes of loss.2. Coverage shall be for any improvements made during the Term of the Lease.3. No coinsurance.4. City shall be named as Additional Insured and Loss Payee.6. Waiver of Subrogation in favor of City.



EXHIBIT C

“Initial Physical Condition Report”

As of (Date)

This is to confirm that the Tenant of the Leased Premises, which consists of approximately ___ acres, described in Exhibit A and is familiar with the condition and characteristics of the Leased Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept the Leased Premises in “as-is, where-is” condition, without any representation or warranty by the Landlord or City concerning the condition of the Leased Premises and without obligation on the part of the Landlord or City to make any alterations, repairs, additions, or improvements to the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease of Property. The Leased Premises have been continuously used for a charter school since (date). Except as otherwise defined in this Acknowledgement, the terms used herein shall have the same meanings as set forth in the Leased Property.



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

Meeting Date: June 15, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Appointment to Redistricting Committee

Background: The City Redistricting Committee needed one more appointment to have the required eight individuals. Jackie Hoevenaar, a District 2 resident contacted the City and would like to serve on the Committee.

Staff Recommendation: Appoint Jackie Hoevenaar to the Committee.

Suggested Motion: I move we appoint Jackie Hoevenaar to the Redistricting Committee.

Alternatives: None

Fiscal Impact: None

Attachments: None

Belle Isle Issues Log
6/15/21

a.

Issue	Description	Start Date	POC	Last Completed Action	Next steps
Street Paving	The City staff will conduct a street assessment to determine the pavement conditions and determine if the prior assessment is still valid. When complete, the staff will set-up a Capital Improvement Program for street paving. Program	7/1/2020	PW/CM	The City has been successful in paving several streets over the past few years; most recently the area around City Hall.	2021 Goal: City to conduct Pavement Assessment and develop CIP for paving (next Fiscal Year). About 60% complete. Continue to work toward goal
Storm Drainage	The City Engineer recently completed an assessment of the storm system. Some trouble spots have been corrected (Wind Drift, Derine, Chiswick) CM and Finance Director developed Storm Water CIP	4/3/2017	ENG/CM	Stormwater CIP was developed and reviewed by Budget Committee, who recommend approval. City staff to start reconditioning swales in trouble areas. Work at Jade Circle Swales done. 1631 Wind Willow (completed). Pipe lining on St. Moritz and Jade completed.	Preliminary Plan done for Sol avenue (Under Staff review). St. Partin Outfall waiting on Orange County bid for lift station (Lift Station will be rebid so City may consider moving forward). Meeting with new contractors for Stafford/Pam for new estimates. Working with OCEPD on Barby Lane drainage. OC Nav Advisory Board approved \$3,500 for pet waste stations and \$94.020 reimbursement for Delia Beach Project.
Traffic Studies	Increased traffic in and through Belle Isle prompted the Council to allocate funds for city-wide traffic study to improve traffic flow. Study was done and resulting Traffic Master Plan was adopted by Council. Due to the City's membership in Metroplan Orlando, they are conducting additional studies focusing on Hoffner Ave.	4/3/2017	CM/Eng.	City's TMP completed and adopted. Metroplan study is nearing completion. Hoffner median constructed but still needs additional work. WaWa to reconfigure entrance (Working on permit with OC). Citizen feedback sent back to MetroPlan. Metroplan Consultant to work toward finalizing report. RRFB installed and is functional at Monet/Hoffner crosswalk. Staff incorporated comments from open house in TMP. Next step is to plan for improvements and funding through long term budgeting. Staff considers this issue closed.	Impact Fee Study is continuing to move forward. Staff sent information to consultant for review.
Wallace Field	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	Use Agreement adopted. CCA planning park site plan. CCA/City staff met to go over site plan requirements. CCA working with City Planner for site plan submission. CCA completed site plan. Council approved site plan concepts. P&Z decision granting special exception was approved by City Council. The site plan was approved with conditions. Staff is preparing documents to address the conditions. P&Z decision is being appealed to Council. Council approved Wallace Field Site Plan with conditions.	Continuing to plan for drainage project with OC. Discuss grading of site with CCA.
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property.	3/20/2018	CM	Cross lake purchase is on hold until County reschedules PH. Mayor/CM to meet with Commissioner Uribe and Adjacent property owner on Cross Lake on March 4. CM/Comm. Cross Lake Property deed recorded and improvements made (closed). BoA agreement finalized.	Financing complete. PSA executed by Mayor and BoA. BoA is now owned by the City. No Updates
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Capital Facility Plan complete. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues. CM sent memorandum to CCA outlining conditions for refinancing. CCA discussed and rejected all the conditions sent by Council.	New Lease draft sent to Budget Committee for review. Budget Committee reviewed draft lease. Market Rent Study completed. Being reviewed by Budget Committee. Subcommittee of Council revising the new lease.

**Belle Isle Issues Log
6/15/21**

a.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Meet with consultant to determine what was done and what is left to do. P&Z Board looking at possible changes to fence/wall requirements. Discussion of sidewalk maintenance. Ordinance adoption for Home Occupation and Golf Carts. New Sign Ordinance (adopted and closed). Ordinance on at-large appointments (adopted and will advertise vacancies).	Changes to Impervious surface ratio were discussed and will remain unchanged. P&Z discussions on definition of "kitchen" and look at possible ordinance for installation of artificial turf on residential property.
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Council Planner CM	Meet with consultant to determine what was done and what is left to do.	City Manager and Planner to review 2009 Comp Plan for errors discovered in Zoning Map. No Update
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	Council determined the priority to annex. Planner completed 1st report. City Staff reviewing. CM and Mayor met with Management Company for Publix Shopping Center (another meeting is set for 5/19/21). CM to meet with private owner for annexation of 5 acres. Sienna place signed consents for annexation about 35% done.	Sienna condo about 70% complete. Discussion with Brixmor going well. Brixmor asked for additional information.
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding of PWCs and issues with wake boats. Council would like more local control over the lake.	6/1/2019	CM, CA, Chief	City Attorney looking at how other communities have control of lakes. Staff drafting an ordinance for No Wake Zones. City waiting for County to meet with stakeholders. Draft ordinance is put on hold for now. City/OCSO looking at other avenues to allow enforcement. Lobbyist Presentations to BC on April 8. CM received information from FWC on Canoe Trail & Swim Areas. City staff to get public input on both.	Agenda Item (Ordinance on Swim Areas).
IT Issues	City Council wants Staff to research changes in IT from Gmail back to Outlook	8/6/2019	City Clerk Chief	City staying with Gmail. City has new pages on website for financial transparency and new work order tracking program. City doing ADA conversion. City Clerk working with ADA compliance company. New website developed & ADA compliant Issue Closed). Bids received on RFP for Chambers A/V. Council approved bid.	Contract executed. Looking at a completion date of September 30.
Grady (Lancaster) House	PCHS requested the Council not demolish Grady House and give up to a year to have it moved.	2/5/2019	CM	Discussion at PCHS. CM contacted State Historic Office on house and homestead and getting it registered on National Registry. Council directed PCHS top provide dates for moving the house and for renovations. PCHS responded to council stating they will not be moving or taking the house. Council set deadline of July 1, 2020 to have the house removed. Neighbor is working to get approvals to move the House to 5817 Randolph so it can be donated to her. Council extended deadline until September 1. Duke contacted for moving wires; quotes received for moving house; met with possible new owner; National Registry Application moving forward. Need cooperation of County to annex property across Waltham. Comm. Uribe will work with property owner to get OC variances. Private property owner was contacted by OC District 3 Office. City will assist where possible. Private property owner applied to County for variances to relocate the house.	County needs additional informaiton from private property owner with a deadline is June 9, 2021 for a hearing on August 5, 2021. Letters of Support provided to property owner from City and PCHS. CCA will also write a Letter of Support.

Belle Isle Issues Log
6/15/21

a.

Sidewalk at BI Commons	Resident requested a sidewalk be installed from the public sidewalk on Hoffner to the Shopping Center promanade so residents don't have to walk in the driveway.	3/16/2021	CM	CM contacted BI Commons Management Company to request sidewalk.	Issue Closed.
New City Zip Code	Council directed that the City Manager research the possibility of applying to the USPS for a new zip code. Realtors state that proeprty values may increase if the City has its own zip code and possibility insurance rates may also change.	3/16/2021	CM and Comm. Shuck	CM and Comm. Reviewed USPS informaiton necessary for changing zip code. CM reached out to OCPA to see if Belle Isle could substitute for Orlando on property page which may lessen confusion.	Discuss response from OCPA. Develop "pro/con" list for Council review. Check with service providers to see if utility taxes are being sent to Orlando for homes in BI. State revenues are based on municipality, not zip code. No Update
Traffic Calming Requests/Projects	With the completion of the TMP as well as other traffic requests, the staff will track them here for Council information.	4/6/2021	CM, CE, PW, BIPD	Speed Humps Requested: Seminole, Cullen Lake Shore Drive, Oak IslandRoad, LCS, Daetwyler Shores. Speed Limit Reduction: Judge Rd, Daetwyler Shores All-Way Stop on Via Flora. Seminole in data gathering (temp. speed humps in place). Indian Drive and Barby Lane depend on Seminole decision. Daetwyler Shores scheduled for next budget year; CLSD and OIR were sent application packets. Speed reduction on Judge started (35 MPH). All-Way stop at Via Flora and Flowertree completed. Last traffic count on Seminole started.	Seminole data complete and justiifes installation of speed humps. OCFD has no issues with speed humps. Discussion with BIPD on active enforcement for next 4 months on Seminole. If placed on Seminole, then speed humps should be placed on Barby and Indian. City to start planning for RRFB on Hoffner and Pleasure Island and Hoffner and Peninsular. City to start discusion with OC on TSP projects developed by Traffic Consultant.