



city council agenda

Agenda
July 17, 2018 * 6:30 PM
City Council Meeting
City Hall Chambers, 1600 Nela Avenue

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

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Mike Sims, District 4 Commissioner
3. Approve absence of Commissioner Weinsier
4. Request from County District 3 Commissioner Pete Clarke to address Council
5. Consent Items - no report.

6. 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.

7. Unfinished Business

- a. Report on annexation for the Hoffner Avenue Area

8. New Business

- a. Discuss and Approve donation of 4.07 acres of land to the City by Thirumala Property's LLC located at 2635 McCoy Road

9. Attorney Report

10. City Manager's Report

- a. City Manager's Designee
- b. Issues Log
- c. Chief's Report

11. Mayor's Report

12. City Council Reports

13. Adjournment

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." --Page 1 of 26



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

Meeting Date: July 17, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Annexation

Background: The City Council held an annexation workshop on January 11, 2018 to determine what direction the City Council may want to go in annexing contiguous property in the City,. The City Attorney gave a short presentation on the ways in which Council could annex properties in the City. The Council then discussed four areas that could be annexed: Vicinity of Hoffner and Hansel, properties in the Pine Castle Urban Center from Sand lake Rd to Hoffner; and commercial properties in the Conway and Hoffner area.

Annexation of property is not an easy task, nor is it a quick task. This memo outlines what needs to be done and asks questions for discussion (**red font**) that will provide direction to the staff on what to prepare and approximate timelines. This may provide a clearer picture for the Council and after some discussion may provide clear direction.

Pre-Annexation:

1. **Priority of Annexation?**
2. Does proposed area meet criteria?
 - a. Contiguous?
 - b. Reasonably Compact?
 - c. Wholly Unincorporated?
 - d. Developed for Urban purposes?
3. If so, City shall prepare a report describing the plan to provide urban services:
 - a. Plan contains:
 - i. Map of the area to be annexed (**What does Council want annexed?**)
 1. City limits and adjacent area shown
 2. Shows water, sewer and outfalls
 3. Land Use pattern
 - b. A statement by City each major municipal service performed within the City at the time of annexation. How will the City:
 - i. Provide for extending urban services in the same ways as they are provided now to the rest of the City.

- ii. Provide for the extension of existing municipal water and sewer services into the area.
 - iii. If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, set forth a proposed timetable for construction.
 - iv. How to finance extension of services.
 - c. Services to provide:
 - i. Police – City
 - ii. Fire - County
 - iii. Water – OUC
 - iv. Sewer - OUC
 - v. Public works – City
 - vi. Code Enforcement – City
 - vii. Solid Waste/Recycling – City
 - viii. Other Services?**
- 4. Public Relations
 - a. Why should I annex?
 - b. What are the costs? Taxes up or down?
 - c. Will the services be better?
 - d. Other Questions?
 - e. Social Media Support and Other Support
 - i. Will FB community provide support for this?**
 - ii. Leg Work for those not on Social Media?**
 - 1. Volunteers?**
 - 2. Elected Officials?**
 - 3. Staff?**
 - 4. Others?**
- 5. 15 days after report is approved
 - a. Filed with Board of County Commissioners
- 6. Hold Public Hearings on Proposed Ordinance
 - a. 10 Days prior to 1st Public Hearing
 - i. Mail Notices to each property owner
 - ii. Notice consists of:
 - 1. Annexation proposed (**Metes and bounds of the area – Surveyor hired to do this work**)
 - 2. Time/date for Public Hearings (2 needed)
 - a. 1st PH (Weekday 7 days after 1st Ad)
 - b. 2nd PH (Weekday 5 days after 2nd Ad)

7. Prepare Ordinance
 - a. State the Area
 - b. “Reasonably Compact” **(Are the areas considered “reasonably compact”? Do Orange Avenue in phases or at once? What has best chance of success?)**
 - c. Ordinance is adopted (non-emergency ordinance guidelines)
 - d. Referendum done prior to adopted ordinance becoming effective (10 days after referendum)
8. Referendum
 - a. Adopted ordinance voted on by electors in the area **–OR–**
 - b. Separate vote of registered electors in the City. **(Which has better chance to succeed?)**
 - c. Paid by the City
 - d. Referendum by Special Election **–OR–**
 - e. Referendum on next regularly scheduled election (To County by November for March election). **Which election should we do? What is the cost of each?**
 - f. Publish Notice of Referendum
 - i. 1 week for 2 weeks prior to referendum date
 - ii. Notice contains:
 1. Ordinance Number
 2. Time/Location of Referendum
 3. Brief description of area
 4. Map of area
 5. Place where ordinance is available for viewing
 - g. Referendum Held
 - i. Only questions on ballot
 1. For Annexation
 2. Against Annexation
 - h. If Referendum passes, ordinance goes in to effect
 - i. If Referendum fails, ordinance does not go in to effect **(Must wait 2 years before area can be looked at again, so we have to do it right the first time.)**
9. No Referendum
 - a. Owners of 51% of parcels must consent to annexation
 - b. Consents must be obtained by final adoption of Ordinance
10. By Petition
 - a. Area must meet criteria
 - b. Adopt Ordinance and define new City Boundaries
 - c. Ordinance is posted or published for 4 consecutive weeks
 - d. Different criteria for Pine Castle Preservation overlay **(See County Code references attached).**

Sec. 33-304. - Purpose and intent.

The purpose of this article is solely to implement section 505 of the Charter as it pertains to the district. This article deals exclusively with the procedure for annexation of unincorporated territories in the district, which territories have been found to be existing historical and cohesive residential communities. The intent of this article is to provide the exclusive method for voluntary annexation in the district in the very limited circumstances as particularly set forth in this section.

It is not the purpose or intent of this article to regulate density of development, intensity of development, or the issuance of development permits on lands located within the district nor is it the intent to create a special district, either dependent or independent, as those terms are defined in F.S. ch. 189.

Nothing contained in this article and the corresponding section of the Orange County Charter is intended to modify or supersede in any way the Orange County/Ocoee Joint Planning Area Agreement dated February 11, 1994, or any other applicable joint planning area agreement. It is the intent of the Board of County Commissioners of Orange County, Florida, that this article and the corresponding Charter section (section 505) shall provide a method for annexation only in the event that such Joint Planning Area Agreement or other applicable joint planning area agreement is modified to delete or weaken the prohibitions against annexation; terminated (including expiration under the terms of such Joint Planning Area Agreement or other applicable joint planning area agreement) by the parties; repudiated by either party; or declared invalid by a court of competent jurisdiction.

(Ord. No. 95-1, § 4, 3-7-95)

Sec. 505. - Voluntary annexation.

- (a)
 - (1) The board of county commissioners may designate as "preservation districts" any areas of Orange County that are not within municipalities and that have existing historical and cohesive residential communities located within rural settlements as identified by the county's comprehensive plan (or within such successor land use categories as the board may from time to time use in the comprehensive plan).
 - (2) There is created as a preservation district the "Dr. Phillips Urban Preservation District" in unincorporated Orange County. It has existing historical and residential communities which form a cohesive whole. Its boundaries and description are respectively set forth at Appendixes "A" and "B" to Orange County Ordinance No. 98-08.
 - (3) There is created as a preservation district the "Taft Urban Preservation District" in unincorporated Orange County. It has existing historical and residential communities which form a cohesive whole. Its boundaries and description are respectively set forth at Appendixes "A" and "B" to Orange County Ordinance No. 2000-18.
 - (4) There is created as a preservation district the "Pine Castle Urban Preservation District" in unincorporated Orange County. It has existing historical and residential communities which form a cohesive whole. Its boundaries and description are respectively set forth at Appendixes "A" and "B" to Orange County Ordinance No. 2002-11.
- (b) Voluntary annexation in a preservation district may occur only if it is approved by a majority of the board of county commissioners after an advertised public hearing and by a majority of the registered electors residing within the boundaries of the preservation district in which the property or properties lie and voting on the question. The vote by the registered electors residing within the preservation district shall be conducted in accordance with Florida laws pertaining to annexation elections, and the board of county commissioners may adopt regulations and procedures to implement this method of voluntary annexation.
- (c) The annexation requirements in subsection (b) shall not apply to the Dr. Phillips Urban Preservation District, or the Taft Urban Preservation District, or the Pine Castle Urban Preservation District if and to the extent their application would impair contractual rights under any agreement existing prior to the date the district in question was created.

(Created November 1992, Amended September 1998; Ord. No. 2000-18, § 2, 8-9-00; Ord. No. 2002-11, § 1, 8-20-02)

Sec. 33-306. - Procedure for annexation of properties located within district.

In order to voluntarily annex properties located within the boundaries of the district into a municipality, the following procedure must be followed:

- (1) The Orange County Board of County Commissioners must approve, by majority vote, such annexation at an advertised public hearing. Such public hearing shall be advertised as an ordinance pertaining to the use of land, pursuant to the requirements of F.S. § 125.66(6), as may be amended and replaced from time to time.
- (2) After Orange County Board of County Commissioners approval, a majority of the registered electors residing within the boundaries of the district must approve the annexation by a majority vote.
- (3) The vote by the registered electors residing within the district shall be conducted in accordance with Florida laws pertaining to annexation elections, and more particularly in accordance with those procedures set forth in F.S. § 171.0413, as those sections may be amended and replaced from time to time.

(Ord. No. 95-1, § 6, 3-7-95)

Sec. 33-313. - Procedure for voluntary annexation of properties located within district.

In order to voluntarily annex any property or properties located within the district, the following procedures shall be followed:

- (a) A majority of the board must first approve the proposed annexation at a single public hearing. The public hearing shall be advertised as an ordinance pursuant to the requirements of F.S. 125.66(b)2 (1997).
- (b) If a majority of the board approves the proposed annexation, a majority of the registered electors residing within the boundaries of the district in which the property or properties lie shall approve the annexation by a majority vote. The vote by the registered electors residing within the boundaries of the district in which the property or properties lie shall be conducted in accordance with Florida laws pertaining to annexation elections, and more particularly in accordance with those procedures set forth in F.S. § 171.0413, as those sections may be amended, renumbered and/or replaced from time to time.

(Ord. No. 99-13, § 6, 6-15-99)

Sec. 33-319. - Procedure for voluntary annexation of properties located within district.

In order to voluntarily annex any property or properties located within the district, the following procedures shall be followed:

- (a) A majority of the board must first approve the proposed annexation at a single public hearing. The public hearing shall be advertised as an ordinance pursuant to the requirements of F.S. 125.66(b)2 (1997).
- (b) If a majority of the board approves the proposed annexation, a majority of the registered electors residing within the boundaries of the district in which the property or properties lie shall approve the annexation by a majority vote. The vote by the registered electors residing within the boundaries of the district in which the property or properties lie shall be conducted in accordance with Florida laws pertaining to annexation elections, and more particularly in accordance with those procedures set forth in F.S. § 171.0413, as those sections may be amended, renumbered and/or replaced from time to time.

(Ord. No. 99-14, § 6, 6-15-99)

Sec. 33-320.6. - Procedure for voluntary annexation of properties located within district.

In order to voluntarily annex any property or properties located within the district, the following procedure shall be followed:

- (1) A majority of the board must first approve the proposed annexation at a single public hearing. The public hearing shall be advertised as an ordinance pursuant to the requirements of F.S. § 125.66(b)2.
- (2) If a majority of the board approves the proposed annexation, a majority of the registered electors residing within the boundaries of the district in which the property or properties lie shall approve the annexation by a majority vote. The vote by the registered electors residing within the boundaries of the district in which the property or properties lie shall be conducted in accordance with Florida laws pertaining to annexation elections, and more particularly in accordance with those procedures set forth in F.S. § 171.0413, as those sections may be amended, renumbered and/or replaced from time to time.

(Ord. No. 2000-15, § 6, 7-18-00)

Sec. 33-311. - Purposes and intent.

The purposes of this division are to designate and create the district as a preservation district pursuant to section 505 of the Charter and to implement section 505(a)(1) and (b) of the Charter as it pertains to the district. This division deals with the procedure for annexation of unincorporated territories in the district, which territories have been found to be part of an existing historical and cohesive residential community. The intent of this division is to provide the exclusive method for voluntary annexation in the district in the very limited circumstances set forth in this section.

It is neither the purpose nor the intent of this division to regulate density of development, intensity of development, or the issuance of development permits on lands located within the district. It is also not the purpose or intent to create a special district, either dependent or independent, as those terms are defined in F.S. ch. 189.

(Ord. No. 99-13, § 4, 6-15-99)



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

Meeting Date: July 17, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Donation of 4.07 Acres at 2635 McCoy road

Background: As part of the approval for the commercial development at 2635 McCoy Road, several conditions were placed on the application. One of the conditions was that the property owner donate the R-1A Zoned portion of the parcel to the City in exchange for being allowed to build a hotel to a height of 48 feet (4 stories) on the commercial part of the parcel.

As part of the agreement with the Trentwood Boulevard neighborhood, once the land is conveyed to the City, the City will immediately apply to rezone this property from R-1A to OS and leave land in its present condition to allow for a vegetative buffer of approximately 150 feet between the commercial property and the Trentwood Neighborhood. This buffer will be in addition to an 8-foot wall that is to be built on the commercial parcel.

The R-1A parcel is approximately 4.07 acres.

Staff Recommendation: Approve the Agreement

Suggested Motion: I move we approve the Donation Agreement with Thirumala Property's LLC for the donation of 4.07 acres of land located at 2635 McCoy Road.

Second Motion: I move that upon conveyance of the land that the City Manager apply to have the property rezoned from R-1A to OS (Open Space).

Alternatives: Do not accept the donation

Fiscal Impact: TBD by appraisal

Attachments: Donation Agreement

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (the "Agreement") is made this ____ day of July, 2018, by and between **Thirumala Property's LLC**, a Florida limited liability company, whose address is 10644 Lago Bella Drive, Orlando, Florida 32832 ("Owner") and **City of Belle Isle**, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 ("City"). The Owner and City are sometimes herein jointly referred to as the "Parties."

RECITALS:

WHEREAS, the Owner represents and warrants that it is the fee simple owner of that certain 4.07 +/- acre real property located in Belle Isle, Orange County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property") which is a portion of that larger parcel owned by Owner having Orange County Tax Parcel Identification Number 30-23-30-0000-00-005; and

WHEREAS, the Owner desires to make a donation of the Property to the City and the City desires to accept such donation upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Donation. The Property shall be conveyed by Owner to City as a donation to the City, and there is no purchase price or other monetary consideration from the City to the Owner for such conveyance. Owner shall not receive any impact fee credits or ad valorem tax credits concerning the conveyance of the Property to the City. The Parties agree that the Owner may seek a federal income tax deduction or credit for this donation of Property to the City. Owner is donating the land in part to satisfy a voluntary condition of a building height variance for the remainder of Orange County Tax Parcel Identification Number 30-23-30-0000-00-005 which will be continued to be owned by the Owner after the Closing. If for any reason the Closing contemplated by this Agreement does not occur, the variance condition for conveying the Property to the City shall not have been satisfied and the building height variance cannot be used or enjoyed by the Owner or its successors and assigns. Thus, no further development orders or building permits utilizing such building height variance for the remainder property will be issued unless and until the Closing hereunder occurs.

2. Title. The Owner shall convey good, marketable and insurable title to the Property to the City by special warranty deed, which shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in City's sole judgment, interfere with the City's intended use of the Property. Without limiting the generality of the foregoing, the Property shall not be subject to any (i) mortgage, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases, rental agreements or other rights of occupancy of any kind, whether written or oral. Owner shall, at its cost, secure all necessary partial release of mortgages and releases of other encumbrances on the Property. Possession of the Property shall be given to the City on the date of conveyance. Owner shall cooperate with the City in correcting any deficiencies in the conveyance documents (including post-Closing), if any, including executing corrective instruments reasonably requested by the City.

3. Beneficial Interest Disclosure. In the event the Property subject to this Agreement is held by an entity or form of ownership as set forth in section 286.23, Florida Statutes, Owner agrees to fully comply with said statutory disclosure of beneficial interest requirements and such disclosures shall be made by affidavit under oath at or prior to Closing, subject to the penalties prescribed for perjury.

4. Ad Valorem Taxes. Owner shall be responsible for paying the ad valorem taxes and special assessments related to the Property and its parent tract, including past due taxes and the pro-rated ad valorem taxes for the Property from January 1, 2018 to the date of conveyance and for all special assessments for 2018 and previous years. If applicable, pro-rated ad valorem taxes and assessments shall be paid and escrowed with the Orange County Tax Collector by the Owner in accordance with the provisions of Section 196.295, Florida Statutes. The City is exempt from paying ad valorem taxes; in no event shall the City be responsible for paying ad valorem taxes or previously assessed special assessments relating to or arising from this transaction.

5. Inspection Period. Owner agrees that City shall have from the Effective Date until the Closing Date, the right to inspect the Property (“Inspection Period”). During the Inspection Period, the City shall have the right to make such investigations, visual inspections, appraisals, land use, engineering studies, environmental site assessments, boundary and topographical surveys, and soil borings of and concerning the Property (“Inspections”). Any entry made on the Property by City or its representatives shall be upon reasonable notice to Owner, and at reasonable times. City shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons performing Inspections and all other persons who may or could be harmed during the performance of the Inspections. In the event the closing does not occur, City shall return the Property to its previously existing condition or better, and shall pay for all work and inspections performed on its behalf in connection with the inspections of the Property.

City shall not permit the creation of any lien upon the Property in favor of any contractor, materialman, mechanic, surveyor, architect or laborer as the result of the City’s Inspections, and City shall promptly satisfy or have bonded off any such lien filed in the public records. City holds the Owner harmless against and from all disputes, claims, liens, claims of lien, injuries, losses, liabilities, obligations, damages and expenses (including reasonable attorneys’ fees, paralegal fees, experts’ fees and litigation costs at all trial and appellate levels) resulting or arising from or in any way related to the City’s Inspections of the Property. Nothing herein is intended to nor shall constitute a waiver of sovereign immunity by the City or any other privileges, immunities or defenses afforded by law to the City and its officials, officers, employees and agents. This Paragraph 5 shall survive termination and expiration of the Inspection Period and this Agreement.

Within five (5) days from the Effective Date, Owner will provide the City with a copy of any environmental reports, soil reports and boundary surveys Owner has relating to the Property.

If subsequent to the Effective Date, but prior to the Closing Date, City determines, in its sole discretion, for any reason, or no reason that it does not want to proceed further with the acceptance of the conveyance of the Property, City shall, on or before the Closing Date, have the right to terminate this Agreement by written notice to the Owner, and thereafter be relieved from any obligations under this Agreement.

6. Closing. On or before sixty (60) days after the Effective Date (the “Closing Date”), the Closing of the transaction contemplated by this Agreement shall occur at the office of the Closing Agent, located at 1947 Lee Road, Winter Park, Florida 32789, or City of Belle Isle City Hall at 1600 Nela Avenue, Belle Isle, Florida, 32809 whichever the Closing Agent may choose; provided, however, the

Closing Date may be extended as provided in Paragraph 7. The Owner and City may mutually agree to move up the Closing Date.

7. Title Commitment/Insurance.

A. The City may obtain at Owner's expense, by or through Fishback Dominick as Title Agent within fifteen (15) days from the Effective Date, an A.L.T.A. Form B (Florida) title commitment for title insurance (the "Commitment") on the Property. When used herein, the term "title company" shall mean the title insurance company that issued the Commitment. The Property shall be free and clear of all liens, easements, restrictions and encumbrances except for easements and restrictions of record, which shall not, in City's sole judgment, interfere with the City's intended use of the Property (the "Permitted Exceptions"). In the event the Commitment shows any exceptions to title, exclusive of the Permitted Exceptions, that are unacceptable to the City, the City shall notify Owner of any objections in writing within ten (10) business days of City's City Manager's receipt of the Commitment specifying the title defects on the Property, and Owner shall have a period of five (5) business days after receipt of such written notice within which to: (i) elect to cure any title defects to the satisfaction of City; or (ii) notify City that Owner elects not to cure any title defects. If Owner elects by written notice to cure the title defects, Owner shall have thirty (30) days to attempt to cure such title defects. Upon Owner's election not to cure or failure to cure the title defects, the City may, at its option, either: (i) terminate this Agreement and upon such termination all rights and liabilities arising hereunder shall terminate; or (ii) waive all conditions in this subsection and, subject to all the other terms and provisions of this Agreement, close this transaction in the same manner as if no such title defects had been found; provided, however, that exceptions may be made to the title insurance policy for such uncured title defects. The Closing Date shall be extended as necessary to effectuate the intent of this section.

B. The City shall have the right, but not obligation to purchase a title insurance policy for the Property upon the election of the City's City Manager. If the City's City Manager elects to purchase an Owner's Policy of Title Insurance for the Property, such is to be purchased by and issued to City at City's expense after closing. Since there is no purchase price, the title insurance policy will be issued for an amount to be agreed upon by title insurance company and City's City Manager.

8. Closing Costs. Owner shall be responsible for deed recording costs, documentary stamp taxes, title commitment expenses, corrective instrument recording, costs for clearing encumbrances and curing title defects and costs for satisfying mortgages and other liens on the Property conveyed and other closing costs for which the City is not responsible pursuant to the next sentence. The City will be responsible for the any title insurance policy premium costs if the City's City Manager elects for the City to purchase a title insurance policy and the fees of Fishback Dominick for handling the Closing Agent duties.

9. Owner's Warranties and Representations.

A. The Property is vacant and is to be conveyed "as-is". The provisions of this Paragraph and its subparagraphs shall survive Closing.

B. Owner represents and warrants that Owner does not know of any facts that materially affect the value of the Property, other than those that City can readily observe or that are known by or have been disclosed to City, including but not limited, to concerning: (i) underground or above-ground storage tanks on the Property, or any petroleum, hazardous waste and other environmental contamination, or (ii) unrecorded judgments, leases, options, liens or encumbrances. Owner represents and warrants that it has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule or regulation with respect to the Property.

C. Owner warrants that Owner is in sole constructive or actual possession of the Property and Owner has no actual knowledge of another person having any right to possession of the Property, or asserts any claim of title or other interests in it. Owner warrants that Owner has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. Owner warrants that the Property IS NOT the homestead of Owner.

D. Owner has no actual knowledge of any outstanding contracts for the sale of the Property to any person or persons whomsoever except for the City, nor any unrecorded deed, mortgage, lease or other conveyances affecting the title to the Property. Owner represents that there are no mortgages upon the Property. Owner has not executed and will not execute any instruments that would adversely affect the title to the Property or the lien of any mortgage.

E. Owner has no actual knowledge of any assessments that are now liens on the Property as shown in the Official Records. Owner has no actual knowledge of any judgments, claims, disputes, demands or other matters pending against Owner that could attach to the Property or affect title to the Property or any part thereof, or does or could prohibit or make unlawful the consummation of this transaction, or render the Owner unable to consummate this transaction.

F. Owner warrants that there have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.

G. Owner warrants that the undersigned entities and person(s) signing for Owner have full authority to bind Owner to this Agreement and to convey the Property to the City.

H. If, before the conveyance to City, Owner discovers any information or facts that would materially change the foregoing warranties and representations, Owner shall immediately give notice to City of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the required Closing date, City may elect to terminate this Agreement and thereby be released from any and all obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the City shall have all remedies available at law or equity if Owner breaches the warranties provided in this Paragraph 9.

I. From and after the Effective Date of this Agreement to the date of the Closing, Owner shall maintain the Property at its expense in the same condition in which the Property exists on the date of this Agreement, natural wear and tear excepted, and Owner shall pay in due commercial course, all uncontested taxes, charges and assessments against the Property and all other costs and expenses of maintaining and operating the Property.

J. Owner shall execute an affidavit at closing attesting that the warranties and representations herein are true on and as of the closing date and that such warranties and representations survive closing.

10. Default. If the City fails to perform any of the covenants of this Agreement, Owner shall have as its sole remedy the right to terminate this Agreement. If Owner fails to perform any of the covenants of this Agreement prior to conveyance of the Property, City shall have as its remedy: (i) the right to terminate this Agreement and thereby be released from any and all obligations under this Agreement, or (ii) seek specific performance of this Agreement. The provisions of this Paragraph shall survive Closing and termination of this Agreement.

11. Closing Agent. Owner and City agree that Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller LLP (herein "Fishback Dominick" or "Closing Agent"), shall serve as legal counsel to City, the Closing Agent and title insurance agent in this transaction. In the event of any dispute, conflict or lawsuit, involving any deposit, or this Agreement or the transaction or obligations or rights under this Agreement, Fishback Dominick may interplead the disputed funds or documents with the Clerk of the Circuit Court. Fishback Dominick makes no representations or warranties (implied or expressed) regarding the Property, including without limitation, concerning the marketability of title, condition, mortgage payoff, liens and encumbrances. Fishback Dominick does not represent the Owner in this transaction and in no event shall Fishback Dominick be conflicted out from representing the City in the event of a dispute between the Parties. Monies held by Closing Agent under this Agreement will be placed in a non-interest bearing account. The provisions of this Paragraph shall survive Closing and termination of this Agreement.

12. Notices. All written notices required to be given hereunder shall be sent via U.S. Mail or overnight delivery (e.g. UPS, Federal Express) to the address for the parties shown in the opening paragraph of this Agreement. Notices to the City shall be sent to the attention of the City Manager with copy at the same address to the attention of the City Attorney.

13. Release. Owner, on behalf of itself and its agents, successors, and assigns hereby fully and forever waives and releases the City of and from any and all compensation, damages and claims for or arising from the conveyance of the Property to the City, including, without limitation, any and all damage, if any, to Owner's remaining property.

14. Complete Agreement. This Agreement embodies the complete agreement between the Parties hereto and cannot be varied or terminated except by the written agreement of the parties.

15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective heirs, personal representatives, successors and assigns.

16. Attorneys' Fees. In the event of any litigation between the parties to enforce any provision or right under this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation.

17. Time. Time is of the essence of this Agreement.

18. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday or legal holiday.

19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed to be originals.

20. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any lawsuits filed arising from or relating to this Agreement shall be in a court of proper jurisdiction in Orange County, Florida.

21. Mediation. Any dispute, difference, claim or counterclaim between Owner and City arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The Parties shall, by mutual agreement, select a mediator within twenty (20) days of the date of the request for mediation. In the event that the Parties cannot agree on a mediator, then each Party shall select a mediator and those two mediators shall select a third mediator certified by the Supreme Court of Florida, who shall serve as the mediator. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to the completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Owner and City has executed same and after the City Council approves this Agreement. This Agreement and City's obligations to perform hereunder is expressly made contingent upon approval of this transaction by the City Council.

23. Radon Gas Notification. In accordance with the requirements of Florida Statutes Section 404.056(5) the following notice is hereby given:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

24. Open Space. If the Closing occurs, within thirty (30) days after the Closing, the City will apply to amend the future land use designation for the Property to the Recreation/Open Space future land use and to rezone the Property to the Open Space district zoning.

25. No Waiver. Nothing herein shall constitute a waiver of or be deemed a waiver of the City's sovereign immunity protections. Nothing herein shall constitute or be deemed a waiver or limitation of City's home rule, comprehensive planning, zoning and police power authority. IN WITNESSES WHEREOF, the Parties have executed this document on the dates written below.

CITY OF BELLE ISLE, A FLORIDA MUNICIPAL CORPORATION

By: _____
Lydia Pisano, Mayor

Attest:

Yolanda Quiceno, City Clerk

Date: _____

OWNER

Thirumala Property's LLC, a Florida limited liability company

By its Managing Members:

THIRUMALA INC.

By: _____
Print Name: _____
Title: _____

Date: _____

AND

ELIGETI LIMITED PARTERSHIP

By: _____

Print Name: _____

Title: _____

Date: _____

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EXHIBIT "A"

A portion of Government Lot 5, Section 30, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Government Lot 5, Section 30, Township 23 South, Range 30 East, Orange County, Florida, thence run South 89°42'04" West along the South line of Government Lot 5 a distance of 60.00 feet; thence run North 00°00'51" East a distance of 200.00 feet to the **Point of Beginning**; thence run North 00°00'51" East a distance of 250.80 feet to the Southeast corner of Lot 1, CONWAY SHORES, as recorded in Plat Book Page 58, Public Records of Orange County, Florida, thence along the South line of said CONWAY SHORES, run North 85°35'39" West a distance of 119.88 feet; thence run North 81°11'29" West a distance of 112.42 feet; thence run North 77°00'29" West a distance of 112.42 feet; thence run North 72°49'29" West a distance of 112.42 feet; thence run North 69°51'34" West a distance of 47.18 feet, thence run North 68°59'09" West a distance of 412.65 feet, thence run North 00°00'51" East a distance of 53.56 feet; thence run North 68°59'09" West a distance of 176.35 feet, thence run South 00°30'01" West a distance of 124.85 feet, thence run South 00°02'31" West a distance of 35.42' feet; thence run South 68°59'09" East a distance of 119.92 feet; thence run South 00°01'12" West a distance of 53.56 feet; thence run South 68°59'09" East a distance of 413.80 feet; thence run South 69°51'34" East a distance of 52.21 feet; thence run South 72°49'29" East a distance of 121.78 feet; thence run South 77°00'29" East a distance of 123.38 feet; thence run South 81°11'29" East a distance of 123.66 feet; thence run South 85°35'39" East a distance of 36.87 feet; thence run South 00°00'51" West a distance of 36.87 feet, to a point on the North right-of-way line of McCoy Road (S.R. #528); thence along said North right-of-way the run North 89°42'04" East a distance of 100.00 feet to the **Point of Beginning**.

Said lands containing 177,236 +/- square feet or 4.07 +/- acres.

**Belle Isle Issues Log
7/17/2018**

<u>Issue</u>	<u>Description</u>	<u>Start Date</u>	<u>POC</u>	<u>Expected Completion Date</u>	<u>Completed Action</u>	<u>Next steps</u>
Cornerstone Charter Academy Stormwater Discharge issue	In November, Orange County made City aware of turbidity issue with storm water discharge from CCA Property to OC Storm pipe. OC may fine City is not corrected.	1/11/2016	CM/CE	Open	Water sampling revealed that there are high levels of nitrogen causing algae blooms. OCEPD reviewing fertilizer put on the field. Harris Engineering to use GPR to find any unrecorded pipes. City will divert water from drainage ditch to Wallace Field.	Need to purchase materials and build system. On hold until the City and EDP meet to discuss further. Also on hold to see what plans are made for this area.
Gene Polk Park (Delia Beach)	Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem.	4/3/2017	CM/CE	9/30/2019	CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.	Another change to contract documents, so approval is delayed to determine FEMA Funds approval.
Street Paving	Council approved project for paving several streets in the City. Middlesex Paving is the contractor	8/12/2017	PW/CM	9/30/2017 Completed for 2017	CM to consider change in the Scope of the Project to look at curb replacement.	CM seeking quotes for curbing and paving around City Hall area.
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, McCawley Ct., Swann Beach, 3101 Trentwood.	4/3/2017	PW/ENG	8/31/2018	Construction plans being developed for St. Partins, Wind Drift, Nela Ave and Daetwyler for next budget year. LCS Project to begin June 18.	LCS Project: Curb inlets installed at lake lot. Curbing being installed along Jade Circle.
Traffic Studies	Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.	4/3/2017	CM/Eng.	12/31/2018	Trentwood issues completed except for repair of chicane. Focus is on Transportation Master Plan (TMP). Community Meeting on TMP held on June 21, 2018. 20 residents attended. Community Survey was put on line.	Consultant is creating an outline of goals and objectives to move forward with based on the comments gathered at the open house, from City staff and elected officials. Followup discussion with Consultant by end of July.
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	G'Werks to do fountain. Centerpiece is here. Should see demo of roundabout soon after Perkins Ramp is complete.	Meeting with Contractor next week to discuss traffic plan and construction schedule.
Standardize Park Signage	Council held a workshop on June 14 to discuss park issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.	6/14/2017	CM	9/30/2018	New signs will be made and replace the current signs for parks. Meeting with sign maker on August 1st. New signs in for design	Next year budget item

**Belle Isle Issues Log
7/17/2018**

Wallace/Matchett Area	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	9/30/2018	Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration.	Next step is for Council to determine what else (if anything) should be done to Wallace Field (example: community gardens). Possible workshop. Community Survey on FB.
Perkins Boat Ramps	Council discussed issues at June 14 meeting for Perkins ramp . Rules need to be put in place according to Ordinance 18-20. Perkins also needs to be upgrade with new fencing, ramp construction and road and dock construction. New drainage also needs to be installed. Council allocated \$38,.000 to drainage.	4/3/2017	CM	7/3/2018 Completed	Closure level agreed upon. New sign is installed. Process completed on other issues (drainage, fill in the void at end of the ramp, wheel stops on ramp, parking lot). New fence at Perkins Ramp. Dock is completed. Gauge and ramp markers are in place. Void at end of ramp still there due to power loading and wheel blocks are in place. Driveway improvements done.	Consider Perkins Ramp improvements completed with the exception of the void from power loading. Perkins Ramp is completed
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at	3/20/2018	CM	8/31/2018	Staff is identifying possible parcels for purchase or other means of acquiring property. Working on purchase of Cross Lake. Waiting on appraisal.	Phase 1 Environmental Site Assessment on Cross Lake Park is in progress. Contract with FDEP for purchase of Cross lake received and waiting results of ESA. 2635 McCoy is an agenda item.
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Ongoing	Capital Facility Plan complete. HVAC equipment to be here in July. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues.	Now that CFP is developed, then a joint agreement needs to be developed outlining which entity is responsible for maintenance costs. CM to meet with consultant 11 AM on 7/17 to go over report (Report result at meeting)
Short Term Rental	Council discussed short term rentals and directed staff prepare paper for April 17 Meeting	3/20/2018	CM	8/31/2018	Staff is preparing information on short term rentals. Council held workshop on June 29 to discuss issues.	Ordinacne revised. Next Council meeting.

**Belle Isle Issues Log
7/17/2018**

Strategic Plan	The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan.	4/3/2017	Council/CM	Ongoing	Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan.	Need guidance from council on when they want to do planning. The Council needs to set this date soon.
Bird Sanctuary Designation	The City has an ordinance designating Belle Isle as a Bird Sanctuary; however it is not recognized by the state (FWC). In speaking with the FWC Regional Director, the city has not applied for the designation IAW Florida Statutes. The Council would like to have BI recognized as a bird sanctuary hoping that it will protect many of the birds that call Lake Conway home.	4/3/2017	CM	12/31/2017 Completed 7/3/2018	Application completed per Florida Statutes and sent to FWC for consideration at FWC January Meeting. New ordinance adopted IAW FWC guidelines and FAL 68a-19.002	New ordinance read for the first time. Second Reading and adoption at August meeting. Signage per agreement is being made.
Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Ongoing	Meet with consultant to determine what was done and what is left to do.	In progress
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan. In March, the consultant told the Council that the plan is up to date and no changes are necessary. CM believes that changes are needed. They could be made anytime.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Comp Plan review started by CM. Revisions needed if Annexations occur
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	12/31/2017	Council to determine the priority to annex especially with the establishment of the Pine Castle Urban Center on S. Orange Ave. Workshop held on 1/11/18. Workshop held on 1/11/18.	Report for Hoofner Road Annexation on 7/17 Agenda. Staff prearing Orange Ave. Report.

**Belle Isle Issues Log
7/17/2018**

Sustainability	Council discussed sustainability and energy initiatives.	4/3/2017	CM	12/31/2107	Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)	Duke installed LED lights. Looking into feasibility of getting solar for BIPD
Tree Issues	There have been several issues regarding trees, tree care, and concerns on landscaping requirements to save trees. The City recently created a Tree Advisory Board that will review the standards of tree care	11/21/2017	CM Tree Board	3/31/2018	Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection. Arbor Day held.	Tree ordinance back to Tree Board for further changes. Tree City application approved at State Level. City received 11 free fruit trees for planting at Wallace field
Parking	Council directed review and possible changes to parking ordinance. Focus on parking on grass and in front yards	6/19/2018	CM Code Enf	9/30/2018	Staff to review parking ordinances and BIMC.	Changes made to parking Ordinance. Staff discussing changes. For August meeting.