



**CITY OF BELLE ISLE, FL**  
**CITY COUNCIL MEETING**

Held in City Hall Chambers 1600 Nela Avenue

Tuesday, December 05, 2023 \* 6:30 PM

**AGENDA**

**City Council Commissioners**

Nicholas Fouraker, Mayor

Vice-Mayor – Beth Lowell, District 5

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

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Jim Partin, District 7
3. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
  - a. [Approval of the City Council Meeting Minutes - November 21, 2023](#)
4. **Citizen's Comments - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form.** When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, staff, or audience. **Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes.** Questions will be referred to staff and answered within a reasonable period following the meeting date.
5. **New Business**
6. **Attorney's Report**
  - a. Form 6 Update - District Vacancies
7. **City Manager's Report**
  - a. NAV Board Updated on Curb Inlet Basket Project
  - b. Sol Project Reimbursement Update
  - c. [Approval of the SOE Use Agreement Elections 2024](#)
  - d. [Approval of Declaration of Surplus Items](#)
  - e. Public Works Report
  - f. Chief's Report
8. **Items from Council**
9. **Adjournment**



**CITY OF BELLE ISLE, FL  
CITY COUNCIL MEETING - UPDATED**

Tuesday, November 21, 2023 \* 6:30 pm  
**MINUTES**

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Beth Lowell - Zoom
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

NA

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed the quorum. Also present were Attorney Langley, Public Works Director Phil Price, and City Clerk Yolanda Quiceno. Mayor Fouraker announced that the City Manager was not feeling well and would not be in attendance.

**2. Invocation and Pledge to Flag** – Commissioner Smith gave the invocation and led the pledge to the flag.

Mayor Fouraker welcomed all attendees, said he is grateful to be the Mayor of the City, and apologized for interrupting the Council during their reports. He looks forward to continuing productive meetings.

**3. West Point Sophia Fernandez**

Sophia Fernandez, a Belle Isle resident and second-year cadet at West Point, was selected by West Point Public Relations to speak on behalf of the Thanksgiving Hometown Visit Program at West Point with local communities. The program consists of participating in public relations events with local schools, cities, or other settings to encourage future applicants of West Point.

**4. RVi Planning Comp Plan Update**

Stephen Noto from RVi Planning gave an update on the process of the Comp Plan long-range planning document required by the Community Planning Act (Ch 163 FSS). Mr. Noto said the project is progressing and has completed the Assessment report. They are currently working on the draft text changes and map amendment which should be completed by Feb 2024. They will be holding a public hearing in 2024, with a projected final adoption no later than Sept 2024. The Council consensus was to have further discussions at Council workshops regarding survey results, annexation, and new development standards.

**5. Consent Items**

- a. Approval of the City Council meeting minutes – October 17, 2023
- b. Approval of the Budget Hearing and Council Meeting Minutes – October 24, 2023
- c. Pioneer Days Acoustic Stage Sponsorship

Mayor Fouraker called for approval of the consent items.

**Comm Smith moved to approve the Consent Items as presented.  
Comm Carson seconded the motion, which passed unanimously.**

**6. Citizen's Comments**

Mayor Fouraker opened for citizen comments.

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

**7. Unfinished Business**

- a. Resolution 23-17 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, PROVIDING AN EFFECTIVE DATE.

Mayor Fouraker read the Resolution by title.

**Comm Smith moved to approve Resolution 23-17 as presented.**

**Comm Shuck seconded the motion, which passed unanimously.**

- b. NAV Board Request for Water Quality Project

Mayor Fouraker said Tara Urbanik from the Orange County NAV Board reached out to the City and asked if the City would be in favor of Curb Inlet Baskets (CIB) being installed in the area near Montmart Dr & Alsace Ct subbasin and the Conway MSTU would fund the installation and future maintenance of the baskets.

Comm Smith said this project is requested to improve lake quality and that the MSTU tax would fund the installation and future maintenance. Comm Gold briefly spoke of other baffle boxes installed in the city.

Comm Carugno said he would have preferred to hear from a NAV Board member on the project. He is unsure if other alternatives exist or if the City will have additional fiscal impacts. In addition, the red lines on the map show areas outside of the City limits that are paid out of the MSTU taxes. He agrees with keeping the lakes clean but is unclear about the process presented.

Attorney Langley said the Council could have the Attorney's office contact Orange County to research whether an ordinance was established regarding the red lines outside the city limits because it may raise a jurisdictional issue.

**Comm Shuck moved forward to approve the Curb Inlet Basket project on Montmart Dr and Alsace Ct and have the MSTU tax fund the installation and future maintenance.**

**Comm Partin seconded the motion, which passed unanimously.**

**The Council consensus was to have the staff, City Manager, and City Attorney ask how the NAV Board spends the MSTU tax dollars and clarify the map boundaries for street sweeping. Comm Lowell asked if the staff could request an invitation to the NAV Board at a future meeting to address some of the council's concerns.**

**8. Attorney Report – No report.**

**9. New Business**

- a. Surplus PD Computers, AEDs, and Public Works Equipment

By Section 2-223, If the property has been determined to be surplus to be of some commercial value, but such value does not exceed \$100, the city manager shall dispose of such property in any reasonable manner which the city manager, in the city manager's sole discretion, determines will bring the greatest price. The City Clerk noted because the items may have a greater value, the staff is asking for Council direction on the disposal method to sell the surplus property.

Acting Chief Millis said, per FDLE guidelines, the hard drive must be removed and destroyed before selling or donating any hardware from the Police Department.

**After discussion, Comm Gold moved to offer the computers to the staff or sell them at a minimal price. Comm Gold offered to provide hard drives if needed. In addition, the staff should try to sell the public works items for the best price or dispose of them accordingly after 60 days.**

**Comm Smith seconded the motion, which passed unanimously.**

b. Election 2024 Districts 5 & 6 Update

The City Clerk announced that the incumbents for Districts 5 & 6 have qualified for another 3-year term. No other applications were submitted. The Clerk is waiting for the Supervisor of Elections Office certification of petitions before a formal announcement.

c. Discuss rescheduling/canceling the Dec 5<sup>th</sup>, Dec 19<sup>th</sup> and Jan 2<sup>nd</sup> City Council meetings

**The Council discussed the upcoming events in December. After discussion, Comm Shuck moved to have December 5<sup>th</sup> as a council meeting and canceled the December 19<sup>th</sup> meeting. Comm Carson seconded the motion, which passed unanimously.**

**Comm Carson moved to cancel the January 2<sup>nd</sup> workshop.**

**Comm Smith seconded the motion, which passed 5:2 with Comm Carugno and Comm Gold, nay.**

**10. City Manager's Report**

Acting Chief Milis reported on the recent uptick in vehicle burglaries. The Agency has four ongoing investigations thanks to all the calls they have received. He further reported on stats on citations and arrests for the year.

**11. Mayor's Report**

Holly Bobrowski, Chairman of the Special Events Committee, announced the following events,

- Light the Way 2024- Dec 6<sup>th</sup>: Sponsors are welcome, and we are looking for auction items.
- Facebook Page: CelebrateBelleIsle
- Santa Ride – Dec 12<sup>th</sup> and Dec 14<sup>th</sup>
- Boat Parade – Dec 15<sup>th</sup> – South, Dec 16<sup>th</sup> – Middle, and Dec 17<sup>th</sup> - North
- Golf Cart Parage – Dec 22<sup>nd</sup>

**12. Items from Council**

Comm Gold spoke briefly on the clock tower on Hoffner. He would like the Council to consider placing the clock on a pedestal to avoid being hidden from the palm trees.

**13. Adjournment**

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

The motion passed unanimously at 8:00 pm.

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

**Meeting Date:** December 5, 2023

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

**From:** Interim City Manager, Chief Travis Grimm

**Subject:** 2024 OC Supervisor of Elections (SOE) Office Facility Use Agreement

**Background:** The SOE has provided the Use Agreement for the 2024 Elections to be held on Tuesday, March 19<sup>th</sup>, and April 16, 2024, if necessary.

This is a standard form for the use of equipment for the election days noted above.

Page 9 of the agreement asks for approval to have the City give the County Canvassing Board authority to canvass ballots for the joint PPP/Municipal Election.

**Staff Recommendation:** The staff recommends approving the County’s Canvassing Board and executing the document for the 2024 Elections.

**Suggested Motion:** I move to approve the 2024 Orange County Supervisor of Elections Use Agreement, give the County Canvassing Board authority, and direct the City Manager or designee to execute the agreement.

**Alternatives:** None

**Fiscal Impact:** None

**Attachments:** SOE Use Agreement



2024 ORANGE COUNTY SUPERVISOR OF ELECTIONS  
VOTE PROCESSING EQUIPMENT  
USE AGREEMENT AND ELECTIONS SERVICES CONTRACT  
FOR MUNICIPAL ELECTIONS

c.

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

**RECITALS:**

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

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

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

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

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

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

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

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

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on **Tuesday, March 19, 2024**, in conjunction with the Presidential Preference Primary (PPP) and a Run-off Election, if necessary, to be held on Tuesday, **April 16, 2024**, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

**\*\* Not applicable for this election cycle unless a runoff is necessary**

SECTION 3. Operation and Programming Services.

**\*\*DS300** For a election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any DS200 tabulator and Seventy-five Dollars (\$75.00) for each additional identically programmed tabulator. For Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance, and operation of each DS200 tabulator that is identically programmed and operated as the Election Day DS200 tabulators.

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

**\*\*High-Speed Counter** For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance, and operation of any M950 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

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

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

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

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

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

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

SECTION 5. \*\*Other Election Charges.

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

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

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

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

\*\* Not applicable for this election cycle unless a runoff is necessary



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Vote by Mail ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-five Cents (\$1.75) for each Vote by Mail ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE ten Cents (\$.10) for each Vote by Mail ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote by Mail ballots at the actual cost incurred.

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

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

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

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

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

SECTION 7. \*\*Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the statutes, codes, municipal charter provisions, and ordinances referenced

\*\* Not applicable for this election cycle unless a runoff is necessary

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above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

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

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

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

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

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

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

MUNICIPALITY shall furnish, immediately upon the conclusion of the

**\*\*** Not applicable for this election cycle unless a runoff is necessary

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

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

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

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

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services.

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

\*\* Not applicable for this election cycle unless a runoff is necessary

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

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

SECTION 14. Vote by Mail Ballots. MUNICIPALITY shall refer all requests for Vote by Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote by Mail ballots by telephone, mail, or in person. SOE also agrees to mail Vote by Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote by Mail ballots. SOE will verify the signatures on any returned voted Vote by Mail ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote by Mail ballots.

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

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick-up of any voting equipment. One day prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. One day after Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results. The County Canvassing Board will be

\*\* Not applicable for this election cycle unless a runoff is necessary

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responsible for all canvassing activity to cover the March 19, 2024, election. \*\*If a runoff is needed, MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election. MUNICIPALITY shall convene the canvassing board to determine which voted Vote by Mail ballots are to be tabulated.

SECTION 18. \*\*Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit of a runoff.

SECTION 19. Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

\*\*Post-Election Records Retention for Runoff. SOE will provide to MUNICIPALITY all records involved in or needed to conduct a runoff election for the MUNICIPALITY. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History. SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

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

A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

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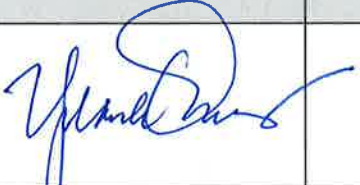
B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

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

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

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

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

Please initial in the appropriate columns	YES	NO
MUNICIPALITY gives County Canvassing board authority to canvass ballots for the joint PPP/Municipal Election		

**2024 ELECTIONS AGREEMENT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bill Cowles

\_\_\_\_\_

Name (Printed or Typed)

Name (Printed or Typed)

\_\_\_\_\_  
Orange County Supervisor of Elections

\_\_\_\_\_

Title

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

**Meeting Date:** December 5, 2023  
**To:** Honorable Mayor and City Council Members  
**From:** Interim City Manager, Chief Travis Grimm  
**Subject:** Declaration of Surplus Property

**Background:** Per Section 2-221 of the BIMC, the city council shall have the discretion to classify as surplus any of the city's obsolete property or the continued use of which is uneconomical or inefficient, or which serves no useful function. Any such determination of the council that such property is surplus shall also estimate the value of such property.

In accordance with Section 2-223 of the BIMC, if the council has estimated property which it has determined to be surplus to be of some commercial value, but such value does not exceed \$100.00, the city manager shall dispose of such property in any reasonable manner which the city manager, in the city manager's sole discretion, determines will bring the greatest price.

**Staff Recommendation:** As with the computer surpluses at the November 2023 meeting, Admin and BIPD purchased new desktops with ARPA funds. The staff has three old desktops that are outdated and other non-working items. Staff requests a surplus of computers for a minimal price to staff or dispose of the items after 60 days.

**Suggested Motion:** I move we declare the items surplus and direct the City Manager to sell the items to the staff at a minimal price or dispose of the surplus according to the BIMC.

**Alternatives:** None  
**Fiscal Impact:** \$50 or less for each item  
**Attachments:** Memo from City Clerk





# CITY OF BELLE ISLE

Yolanda Quico d.  
City Clerk  
yquiceno@belleislefl.gov

## ADMINISTRATION OFFICE

City Hall  
1600 Nela Avenue  
Belle Isle, FL 32809

Office of the City Manager  
Administration  
407.851.7730 x105  
407.240.2222 fax

Finance Department  
407.851.7730 x104

Public Works  
689.500.3473

Code Enforcement  
407.849.8450

Police Department (PD)  
407.240.2473 Office

407.836.4357  
Non-Emergency

Website:  
www.belleislefl.gov

TO: Travis Grimm, Interim City Manager

DATE: December 5, 2023

RE: Surplus of Old Computers and Misc. Equipment

The following equipment is either depreciating in value, in use, or not working.

I am requesting authorization to surplus the following item(s) - See Agenda Sheet 12/05/23,

Item	Model/Serial
Canon Desk Top Printer—not working	LBP 6000 / MTCA108116
2-Sets of desk top speakers—not working	Kardon/Office Depot Brand
2-Phonic Speakers—12+ years	Phonics
Pyle Amplifier	PTA1400
Dell Desk Top Computer-10+yrs	Optiplex 9020/948KW52
Gateway Desk Top Computer—10+yrs	DX4860
Dell Desk Top Computer—10+years	Optiplex 9020/78PPF02
Dell Monitor—Refurbished	E2010ht/ cn0c201R7444506cbrcu
Dell Monitor—Refurbished	E2010ht/ cn0c201R7444507a084u

Approved \_\_\_\_\_ Deny \_\_\_\_\_