



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL

Held the 1st and 3rd Tuesday of Every Month

Tuesday, April 04, 2023 \* 6:30 PM

### AGENDA

#### City Council Commissioners

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

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. City Council Swear-In District 1 and District 7

[a.](#) Oath of Office for Comm Gold, District 1, and Comm Partin, District 7

#### 2. Call to Order and Confirmation of Quorum

#### 3. Invocation and Pledge to Flag - Comm Jim Partin, District 7

#### 4. Presentations

- a. Introduction of Code Enforcement and Community Service Officer Julie Wilk
- b. Swear-In of Officer Britzzy Diaz
- c. Promotion of Cpl. Lugo to Sgt. and Officer Gargano to Cpl.

#### 5. 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 - March 20, 2023
- [b.](#) Approval of the City Council Meeting Minutes - March 21, 2023
- [c.](#) Approval of the City Council Special Called Session - March 27, 2023
- [d.](#) Proclamation Declaring May Neurofibromatosis Awareness Month

#### 6. Citizen's Comments - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, staff, or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and answered within a reasonable period following the meeting date.

#### 7. Unfinished Business

- [a.](#) Discuss Criteria for RV Parking and Survey Monkey Circulation
- [b.](#) Discuss Change to the Municipal Code for Fences and Survey Monkey Circulation

#### 8. New Business

- [a.](#) At-Large Appointment of Planning & Zoning Member District 3 (Per Section 42-32)B)(3)
- [b.](#) Approval of BING Grant for Conway Lakes HOA, Inc.
- [c.](#) Approve Extension of Albert Moore's Contract Agreement
- [d.](#) Approval of Surplus Miscellaneous Office Equipment

#### 9. Attorney's Report

#### 10. City Manager's Report

- a. Chief's Report
- b. Public Works Report

#### 11. Mayor's Report

#### 12. Items from Council

#### 13. Adjournment

**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL**

a.

Before the opening of the City Council Meeting, there will be a swearing-in Ceremony with the Oaths of Office administered to:

- **Ed Gold**      **Commissioner, District 1**
- **Jim Partin**   **Commissioner, District 7**



**CITY OF BELLE ISLE, FL**  
**CITY COUNCIL SPECIAL CALLED SESSION**

Monday, March 20, 2023, \* 6:30 pm  
**MINUTES**

Present was:

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

Absent was:

District 2 Commissioner – Anthony Carugno

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

Mayor Fouraker called the meeting to order at 6:00 pm, and t

Also present were City Manager Francis, Attorney Geller, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

**2. Invocation and Pledge to Flag**

Comm Gold gave the invocation and led the pledge to the flag.

**3. Reports from City Manager on Interim Candidate Search from Colin Baenziger and FCCMA**

City Manager Francis said that at the last Council meeting, the Council made two motions, 1- Contact Colin Baenziger to see if they had someone on staff who could function as Interim City Manager, and 2- contact FCCMA and ask if they had range riders on staff. Ken Parker from FCCMA said Senior Advisors are prohibited from being range riders. Both Colin Baenziger and FCCMA said they did not have anyone on staff. Since those did not work out Council said they would move forward with the top candidates. A couple of days later, Colin Baenziger said they had a candidate, Ron Williams. Mr. Francis thanked him for the call but would not consider the candidate since Mr. Williams is not on staff and the monthly fee was high.

Mayor Fouraker called the City Attorney and said Mr. Williams should have been on the agenda, and it wasn't his judgment call to make.

Mayor Fouraker said he reviewed the correspondence between Mr. Francis and Colin Baenziger. If they find a recruit that matches, that person should be considered. That resume stood in Mr. Francis's office for a week. The Council did not give budget parameters or deadlines and believed adding Mr. Williams as a candidate was important. Mayor Fouraker said the process should be inclusive. He said the City Attorney had reviewed the motion and said it was in the right direction, and Council could decide and use their discretion.

Comm Smith and Comm Shuck agreed that they understood that if Colin Baenziger had some on staff, they would be considered not finding someone to fill the role. Comm Shuck also noted that the monthly fee is an exuberate amount. Mayor Fouraker asked how can the monthly fee seem exuberant; it was not discussed, or the monthly rate for the other candidates was known.

Comm Gold said he does not believe it is an excessive salary and would recommend that the interim position be approximately five months. He believes that Mr. Williams should be considered.

#### 4. Interim City Manager Candidate Interviews

The City Council welcomed and interviewed the following candidates,

- Howard Brown
- Lynne Ladner
- Jane Shang
- Alan Rosen

Mayor Fouraker said it was late in the evening; he asked Council if they wanted to move forward with the discussion or continue at the Council Meeting on Tuesday. Comm Holihan said he would like to continue at another date.

Comm Partin asked at what point Council can meet to discuss the process for hiring. Comm Partin said we do not have the benefit of having Comm Carugno and would also like his input.

Comm Gold said Council might want to wait 1-2 weeks to allow the public to comment on their choice and would like to have Comm Carugno present for the vote. He said it is Council's responsibility to negotiate and approve the contract.

Comm Shuck and Comm Smith agreed and said they would prefer to schedule a special called session. Council discussed Colin Baenziger's involvement in facilitating the negotiation process for an interim candidate.

Comm Lowell said having a copy of the current City Manager's contract might be helpful.

Mayor Fouraker said, for the record, that Comm Carugno was not feeling well and asked for an excused absence. He noted that an excused absence is unnecessary at a special session.

Attorney Geller said he sees nothing about the Interim City Manager on the March 21 agenda. The Council would not want the residents to feel like they did not have enough notice.

Mayor Fouraker said he could call and email Colin Baenziger, confirm their availability for a Council presentation, and copy the City Attorney on any correspondence. **Comm Gold moved to authorize Mayor Fouraker to conduct the discussions with Colin Baenziger for the interim city manager negotiations and to schedule a special meeting. Comm Smith seconded the motion, which passed unanimously 6:0.**

City Clerk Quiceno said the City Manager's last day is March 22 and would like clarification on who will be responsible for signing off on general duties, i.e., payables and payroll. After discussion, Attorney Geller said that due to the emergency, he recommended updating the agenda to discuss payroll and payable approval.

#### 12. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn.  
The motion passed unanimously at 10:20 pm.



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, March 21, 2023, \* 6:30 pm

### MINUTES

Present was:

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

Absent was:

District 2 Commissioner – Anthony Carugno

#### 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 City Manager Francis, Attorney Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

#### 2. Invocation and Pledge to Flag

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

Mayor Fouraker called for a motion to excuse Comm Carugno from the meeting.

Comm Gold moved to excuse Comm Carugno from the meeting.

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

#### 3. Consent Items

- a. Approval of the City Council Meeting Minutes – February 21, 2023
- b. Approval of the City Council Meeting Minutes - March 7, 2023
- c. Proclamation – 25<sup>th</sup> Anniversary of Water Conservation Month in Florida
- d. Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ending 9/30/2021
- e. Monthly reports

**Comm Holihan moved to approve the consent items as presented.**

**Comm Lowell seconded the motion, which passed unanimously 7:0.**

Mayor Fouraker read the Proclamation for the record.

#### 4. Citizen's Comments

Mayor Fouraker opened for Citizen Comments.

Anita Saaco residing at 4913 Jinou Avenue, spoke and shared her concerns about the lack of a City Manager and the lack of following the selection process discussed. She feels it is unacceptable that the City is now without an interim city manager.

#### 5. Unfinished Business

- a. Approval of a Contract with Colin Baenziger and Associates for City Manager Search

Mayor Fouraker opened a discussion on hiring an interim City Manager.

Attorney Langley said the position of the City Manager is vital to the City. As the City's Chief Executive Officer, the staff needs someone to report to. Many ordinances, charter provisions, and inhouse policies require the City Manager. The position must be filled even in a temporary, interim position. Since there was no decision made last night on an interim city manager, he recommends appointing an employee of the City based on the Code and the Charter until a decision is made on someone permanent.

Comm Holihan moved to appoint Chief Grimm as the Interim City Manager.  
Comm Gold seconded the motion.

Comm Partin clarified that Comm Holihan was on the prevailing side and could not make the motion. The motion and the second were withdrawn.

Attorney Langley said if the motion is adopted, Chief Grimm must appoint an Interim Chief of Police for the duration. He will not be able to serve in both capacities.

**Comm Partin moved to appoint Chief Grimm as the Interim City Manager effective upon the end date of the current City Manager's employment.**  
**Chief Grimm accepted the position. He added that he would appoint DC Millis as the Acting Chief of Police.**  
**Comm Gold seconded the motion.**  
**The motion passed unanimously 6:0.**

Mayor Fouraker clarified that the Council did approve the contract at a previous meeting. Council agreed that the contract was approved at the last session and should be signed accordingly. Mayor Fouraker announced that Colin Baenziger said he would be available for a presentation to Council on the hiring process for a permanent City Manager. Council agreed to hold a special called session on Monday, March 27, at 6 pm.

Comm Gold said he would like the interim city manager candidates added to the list for permanent City Manager consideration.

**After discussion, Comm Holihan moved to hold a special called session on Monday, March 27 at 6 pm to discuss the steps for hiring a permanent City Manager.**  
**Comm Gold seconded the motion, which passed 6:0.**

b. Approval of Employment Contracts with the Police Chief and City Clerk

Attorney Langley said he had reviewed the agreements, made some changes, and is ready for discussion and vote. He has referenced the Charter section to the City Clerk, the maximum severance by the law of 20 weeks, and the expectations for hours of employment. The Chief's role is not an 8-5 pm position and was corrected.

The City Clerk asked if the At-Will statement standard language for an employment contract. Attorney Langley said Florida is an At-Will state and remains the status. The Agreement does give protections that most employees don't have with severance pay.

**Comm Lowell moved to approve the Employment Agreements with the City Clerk and Chief of Police.**  
**Comm Holihan seconded the motion, which passed unanimously 6:0.**

- c. Discuss Criteria for RV Parking
- d. Discuss Change to the Municipal Code for Fences

City Manager Francis said he received a call from Comm Carugno, who asked if the discussion on Fences and RVs be tabled until the next meeting.

**Comm Smith moved to table discussion on Fences and RVs until Comm Carugno could be present.**  
**Comm Holihan seconded the motion, which passed unanimously 6:0.**

## 6. New Business

- a. Discussion Regarding Payroll and Payable Approval

City Manager Francis said this item was discussed at yesterday's meeting and is moot since we now have an interim City Manager.

- b. Appointment of Orange County Tourist Development Tax (TDT) Advisory Board  
City Manager Francis presented the three applicants for the TDT Advisory Board.  
Council welcomes former Comm Peter Clarke, who spoke on his interest in serving on the TDT Board.

**Comm Gold appointed former Comm Pete Clarke to the TDT Advisory Board.**  
**Comm Partn seconded the motion with the caveat that George Roden was the alternate.**  
**Motion passed unanimously 6:0.**

- c. Appointment of Phil Price to MetroPlan Orlando TSMO Committee  
**Comm Gold moved to appoint Phil Price to the MetroPlan Orlando TSMO Committee.**  
**Comm Lowell seconded the motion, which passed 6:0.**

- d. Approval of Surplus Miscellaneous Office Equipment  
**Comm Smith moved to approve the surplus items presented.**  
**Comm Partin seconded the motion, which passed unanimously 6:0.**

- e. Review/Approve RFP for Staffing Study  
City Manager Francis presented an RFP for a staffing study review by the Budget Committee. The study will determine the appropriate staffing level for the responsive departments within the City organization to meet its operational requirements and help develop strategies that utilize staff resources most effectively.  
**Comm Smith moved to direct the City Clerk to advertise the RFP for a staffing study.**  
**Comm Lowell seconded the motion, which passed unanimously 6:0.**

- f. Legal Update - PRM Membership Regarding Florida Legislation Concerning Increasing Sovereign Immunity Cap Limits

City Manager Francis said Comm Smith received a letter from PRM regarding Florida Legislation concerning increasing the sovereign community cap limits. Before a commissioner represents the City, it should be reviewed and approved by the Council to move forward. If agreed, Commissioner Smith can sign on behalf of the City.

Attorney Langley said the City has sovereign immunity, and the Bill will increase or eliminate the insurance. It will have a substantial fiscal impact on all cities and counties if passed.

**Comm Lowell moved to authorize Commissioner Smith, as the City's PRM Board representative, to sign a letter opposing Senate Bill 604.**  
**Comm Partin seconded the motion, which passed unanimously 6:0.**

## 8. Attorney's Report - na

## 9. City Manager's Report

City Manager Francis thanked the Council, staff, and the community for their support throughout the years.

### a. Chief's Report:

Chief Grimm reported on the month's citations, arrests, and warrants and that the agency had issued 755 traffic citations. He said he would present one new hire and promotions at the next meeting.  
Congratulation to Officer Tren completed 12 years of service with the City of Belle Isle.

Chief Grimm said the license readers are not yet active; they are currently coordinating permit approvals. He noted that the redlight camera on Judge and Conway is active.

b. Public Works Report

Phil Price reported that he and Harris Engineering would continue to close the FEMA projects.

# 10. Mayor's Report

Mayor Fouraker thanked City Manager Francis for six years of service and said that the City is in a better place because of his proactive commitment to the City.

Holly Bobrowski, Special Events Chairman, announced May 13 for the Servants Heart 5K. They have approached the City to participate. She asked if representatives of the City would like to participate; please let her know. In addition, she noted that the Special Events Committee would assist the Tree Board and have Arbor Day piggyback with the Easter celebration.

# 11. Items from Council

Comm Lowell attended the Hot Rod or Heroes and was proud to be part of the festivities.

Comm Holihan thanked OC and Mr. Francis for their assistance in removing the weeds on the south shoreline. He asked what the policy was for attending meetings via zoom. Attorney Langley said a physical quorum must be present, and Council can approve allowing video conferencing. Comm Holihan said e would be away on vacation starting May, June, and July and would like to request participation via zoom. Mr. Francis said the zoom participant could not be counted for the quorum; however, they could vote. Council asked the City Clerk to send a copy of the Resolution regarding Zoom participation.

**Comm Gold moved to allow Comm Holihan Zoom participation from the months of May-July 2023.**

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

Comm Gold shared his concern about having multiple emails for City business. He would like to request that City emails remain as @belleislefl.gov.

# 12. Adjournment

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

The motion passed unanimously at 8:06 pm.





**CITY OF BELLE ISLE, FL**  
**CITY COUNCIL SPECIAL CALLED SESSION**

Monday, March 27, 2023, \* 6:00 pm  
**MINUTES**

Present was:

Nicholas Fouraker, Mayor  
 District 2 Commissioner – Anthony Carugno  
 District 3 Commissioner – Karl Shuck  
 District 4 Commissioner – Randy Holihan  
 District 5 Commissioner – Beth Lowell

Absent was:

District 1 Commissioner – Ed Gold  
 District 6 Commissioner – Stan Smith  
 District 7 Commissioner – Jim Partin

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

Mayor Fouraker called the meeting to order at 6:00 pm, and the City Clerk confirmed quorum. Also present were Interim City Manager Grimm and City Clerk Yolanda Quiceno.

**2. Introduction of Colin Baenziger & Associates**

Colin Baenziger, Owner of Colin Baenziger & Associates, 2055 South Atlantic Avenue, Daytona Beach, FL, summarized his Executive Recruiting Company and the City Manager search process. He added that the Senior PVP of Operation Lynnelle Klein would also be working on the project moving forward.

Mr. Baenziger said an agreement had been executed with a search fee of \$32,500. He spoke in detail of the typical process for candidate selections as follows,

1. Notice to Proceed is approved by the City Council.
  - a. Meet with Council members
  - b. Prepare Recruitment Profile
  - c. Recruit Candidates
  - d. Place Advertisements
2. Consult/Email to Database
  - a. Develop a list of top candidates
  - b. Conduct thorough background screenings (criminal, DMV, civil/federal/state, social media, credit history, verify education and employment)
  - c. Council selects finalists with the consultant
  - d. Council interview the Finalists
3. Council Select the Best Candidate
  - a. Negotiate the contract with the selected candidate
  - b. Council and candidate agree on terms
  - c. Notify all candidates of their status throughout the process

Mr. Baenziger stated that the process could take 4-5 months to contract with a new City Manager. He added that Colin Baenziger and Associates does provide a one-year guarantee and repeat the search, except for an act of God which will be exempt from the warranty.

Mayor Fouraker opened Q&A.

**Comm Lowell**

**1. Do you often get referrals from other City Managers?**

Colin: Yes, we often do. The Firm does manage about 2/3rds of the market. He said they currently have a list of 13,500 people who may forward the email blasts to others; initially blasts and another in two weeks. The link is also posted on the executive search brochure and the City's website.

2. Do you typically find if a candidate is currently employed, they may require a 30-45-day notice?  
Colin: Once a selection is made, he anticipates 1-2 weeks to negotiate the contract, a 30-day notice period, and another week or two to move. Typically, two months.
3. Who determines the salary range?  
Colin: The Firm collects a survey of salary ranges from the surrounding cities and will make a recommendation to the City Council.

#### **Comm Shuck**

1. What is generally the timeline from start to finish of the process?  
Colin: 4-5 months.
2. How long does the Firm give for potential candidates to respond?  
Colin: There is an official application deadline – soft closing. However, if someone applies 1-2 weeks after the deadline and is a strong candidate, they will work to get them into the mix for review. Comm Lowell shared her concern that may be an issue because deadlines are important and should be followed regardless.
3. How many candidates will the Firm identify for Council consideration?  
Colin: The Firm will identify 6-8 candidates for consideration. The search for a candidate is State and Countrywide.
4. Do most people who apply for the interim apply for the permanent?  
Colin: He is unsure; it is not a situation that happens often. He would expect maybe two of the interim candidates to apply for the permanent position.

#### **Comm Carugno**

1. Comm Carugno asked if he knew any applicants who were interviewed for the interim position.  
Colin: Yes, he is familiar with the candidates.
2. Comm Carugno asked if the City Council was to select one of the interviewed candidates for interim at this time; how does it affect the contract with Colin Baenziger & Associates?  
Colin: Mr. Baenziger said it has no impact, but it may short-circuit the process, and the Firm will bill for what has been completed to date.
3. If the Council was to select from the interim group, would Colin Baenziger assist with the contract negotiations?  
Colin: Yes.
4. Comm Carugno asked Council members if those interim candidates could run the City and become the permanent City Manager.  
The Council consensus was to move forward with Colin Baenziger & Associates because it may open other opportunities with candidates that the City is unaware of. In addition, their background check is extensive and beneficial for the City. Comm Lowell said it was clear to the interim candidates that the interview was for interim only and Council needs to take the time to find the right candidate.

Comm Carugno asked if the candidates could be posted on the website to allow the residents to review the selected candidates. Mr. Baenziger said they would also coordinate an open house for the candidates to meet the residents of the City, or the City Clerk could provide the information to anyone interested.

**Mayor Fouraker****1. Does the Firm use LinkedIn?**

Colin: Yes, however, it is not the preferred vehicle. They usually use their internal email list, ICMA International City County Association.

**2. Would it be wise to schedule a timeline for Council interviews?**

Colin: Yes, it would be beneficial to move the process along. Council agreed to schedule the 30-45 minutes internal interviews by the end of next week. Once all interviews with Council are complete, he will notify staff with a draft brochure in approximately two weeks.

Council spoke briefly on salary and agreed they would rather have the best person for the job and compete with surrounding cities. Mr. Baenziger noted there are costs that most don't think about often, such as severance of 4-5 months if the candidate does not work out.

**12. Adjournment**

There being no further business, Mayor Fouraker called for a motion to adjourn.  
The motion passed unanimously at 7:00 pm.

# CITY OF BELLE ISLE



## Proclamation

### Declaring May 2023 Neurofibromatosis (NF) Awareness Month

Whereas, The Children's Tumor Foundation is observing May 2023 as World Neurofibromatosis (NF) Awareness month to educate the public about this rare genetic disorder; although over 2.5 million people around the world are living with NF, and 1 in every 3,000 births is diagnosed with NF, it is still relatively unknown to the public; and Whereas, NF affects all populations equally, regardless of race, ethnicity or gender; and



Whereas, NF causes tumors to grow on nerves throughout the body and also can affect the development of the brain, cardiovascular system, bones, and skin, the disorder can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and

Whereas, The Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF; and

Whereas, The Children's Tumor Foundation is actively fostering collaborative partnerships in both science and industry to speed the drug research and development process through a number of consortia called Synodos; and

Whereas, The Children's Tumor Foundation works to improve access to quality patient healthcare through its national NF Clinic Network, and the Children's Tumor Foundation provides patient and family support through its information resources, youth programs, and local chapter activities; and

Whereas, the Children's Tumor Foundation proudly celebrates 40 years of driving research, expanding knowledge, and advancing care for the NF community, this year reflects on the many key advancements in NF research that can be traced to the Foundation; and

Whereas, Much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

**Now Therefore, I, Nicholas Fouraker**, Mayor, in recognition of this important initiative, do hereby proclaim the month of May 2023 as **"Neurofibromatosis Awareness Month"** In the City of Belle Isle and urge our citizens to join the Children's Tumor Foundation's effort to increase awareness of the importance of finding a treatment and a cure to NF.

Attest \_\_\_\_\_

Yolanda Quiceno, City Clerk

\_\_\_\_\_  
**Mayor Nicholas Fouraker**



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

a.

**Meeting Date:** April 4, 2023

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

**From:** T. Grimm, Interim City Manager

**Subject:** Consideration of RV Parking Changes

**Background:** Council directed that the City staff look at the language that would allow for a waiver or special exception to allow recreational equipment to park in the front yard. This change is being considered because some properties do not allow side or rear yard parking of recreational equipment. The agenda item was postponed at the March 21 CC meeting.

**Staff Recommendation:** Council to discuss changes and, if acceptable, draft an ordinance to incorporate the changes.

**Suggested Motion:** I move that we direct the staff to draft an ordinance to change the parking code that would allow exceptions to RV parking on residential property.

**Alternatives:** Do not make any changes or table discussion until a permanent City Manager is appointed.

**Fiscal Impact:** N/A

**Attachments:** Changes to code for discussion

Council directed that the City staff look at language that would allow for a waiver or special exception to allow recreational equipment to park in the front yard. This change is being considered because there are some properties that do not allow side or rear yard parking of recreational equipment.

1. Recreational equipment includes recreational vehicles, boats, boat trailers, travel trailers, pickup campers or coaches, tent trailers or pop-out campers, houseboats, self-propelled van-type campers, motor homes and similar vehicles or items.
2. Recreational equipment may be parked in a parking area, on a plot in a residential zoning district if all of the following requirements are met:

- (1) The plot has a dwelling upon it which was constructed prior to May 1, 1992.

- (2) The recreational vehicle or trailer coach cannot pass between the dwelling and the side lot line because (i) the distance between the dwelling and the side lot line is too narrow, or (ii) a natural, non-man-made obstacle such as trees or a steep slope would make it impossible or unsafe.

## 2. Waiver

Any property owner who cannot meet the requirements of these sections, and would suffer a hardship if not allowed to park recreational equipment on his property, may apply to the city council for a waiver from the restrictions imposed by this section for a specified period of time. The City shall charge a fee, asset by the Council, to process the waiver request and notices of the public hearing on such waiver. The requested waiver shall only be granted for a one calendar year period and shall be reviewed on an annual basis. The City Clerk's Office will be responsible for administration of the waivers

Limitations on a waiver: A person who is eligible for a waiver may utilize such waiver for only one of the following three: (i) one boat/boat trailer, or (ii) one recreational vehicle/ trailer coach, or (iii) one general use trailer.

A person who can park *any one* of the following three in compliance with the requirements of this section: (i) boat/boat trailer, or (ii) recreational vehicle/ trailer coach, or (iii) general use trailer, is not eligible to utilize a waiver. For example, a person who can park a recreational vehicle in the side- or rear-yard area in compliance with the code, but cannot park a general use trailer or boat/boat trailer in the areas required by the code is not eligible to utilize a waiver under this section.

When granted a waiver, the following restrictions shall apply:

- Recreational equipment. Recreational equipment, up to 25 feet in length may be parked in the front, side or rear yard of a residential zoning district but no closer than one foot to any abutting property line, provided such equipment is not parked within any right-of-way. Such recreational equipment shall not obstruct the visibility at intersections as defined in this code.
- Recreational equipment over 25 feet and less than 35 feet in length shall be parked in the rear yard but no closer than five feet to any abutting property line.

- Recreational equipment over 35 feet in length may be parked only in a garage, carport, or other area as approved by the city manager or his designee.

Upon obtaining a permit from the city manager or his designee, city residents may allow their guests to park a recreational vehicle, not for living purposes, for up to ten days in the driveway, or in the side or rear yard, provided that at least 30 days must elapse before such guest parking will be permitted on the same property.

## New Parking-101

On September 11, 2018, the City Commission by unanimous vote adopted Ordinance No. 2018-09 related to the parking and storage of certain vehicles on residential lots.



Lot Size	Total Number of Vehicles That can be Parked
Under 11,000 square feet	6
11,000 to 22,000 square feet	8
Over 22,000 Square Feet	8 and 1 more for every 10,000 square feet over 22,000, to a max of 12.

•Motor vehicles, RV's, boats, and trailers may be parked or stored on a residential lot only if that **lot has a principal structure**.

•When three or more adjacent residential lots are combined by the Property Appraiser, one bus, one truck, or one truck tractor may be parked or stored on there so long as it is **at least 80% concealed**.

•Up to two unregistered and unlicensed vehicles and boats may be parked on a residential lot.

•**Vehicles under repair, maintenance, and disassembly must be covered** with a non-transparent tarp in good condition.

•A boat on or anything else on a trailer is considered one vehicle.

•**No vehicle or boat shall be parked on any public roadway zoned for residential use unless making a delivery, pick-up, or service activity.**

•Parallel parking of motor vehicles is permitted on the berm, shoulder, or swale right-of-way area next to any residential lot.

•**No vehicle or boat parked on a residential lot will interfere with the use of any sidewalk.**

•On-duty or on-call wreckers are now permitted to be parked so long as they are parked on an improved surface.

•Vehicles parked for storage purposes is prohibited. Storage is when the vehicle has not been moved in five days.

City Hall  
Property Standards  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286

**NorthPort**  
FLORIDA

Property Standards  
Phone: 941-429-7186  
Fax: 941-429-7195  
Email: ckozabo@cityofnorthport.com

G) Parking of one (1) recreational vehicle is permitted on a front driveway provided that the following conditions are met:

(1) There is no reasonable access to the rear or side yard. A lot shall be deemed to have reasonable access to the rear or side yard if:

(a) the side yards are ten (10) feet or more in width;

(b) there is less than ten (10) feet of difference in the elevation of the front and rear yards as measured at the front and rear lot lines; and

(c) there are no large trees (trunk four [4] inches in caliper DBH) or large shrubs (six [6] feet in height) in the side yards. Corner lots shall normally be deemed to have reasonable access to the rear yard. A fence shall not be deemed as preventing reasonable access.

(2) Inside parking is not possible.

(3) No part of the recreational vehicle shall extend over side yards, sidewalks or street right-of-way.

(a)

**Recreation vehicles** and *private pleasure craft*. Any owner of **recreation vehicles** and private pleasure craft may park or store such equipment on private residential property subject to the following conditions:

(1)

At no time shall such **recreation vehicles** or crafts be occupied or used for living, sleeping or housekeeping purposes.

(2)

Parking is permitted anywhere on a lot for loading and unloading purposes for a period not exceeding twenty-four (24) hours.

(3)

At no time shall **recreation vehicles** be connected to any utility service.

(4)

Parking is not permitted within a waterfront yard except for boats when provisions have been made to place the boat directly into the water from its place of parking.

(5)

a.

If such **recreation vehicle** or craft is parked or stored outside of an enclosed garage, it may be parked in any rear, side or corner yards; however, no more than one-third ( $\frac{1}{3}$ ) of the **recreation vehicle** or craft shall extend past the front facade of the house, excluding the porch or any architectural feature. Such **recreation vehicle** or craft, including any trailers or equipment used to transport same, may be parked or stored a minimum of zero (0) feet from the side or rear property lines, and shall comply with the corner yard setback of the underlying zoning district.

b.



If it is not possible to park a **recreation vehicle** or craft in accordance with the provisions of subsection (5)a. above due to the existence of a tree or other natural feature or existing structural or mechanical equipment as shown on a sealed survey, then it shall be permissible to park such **recreation vehicle** or craft in the front yard, subject to the following limitations:

1.

The **recreation vehicle** or craft (including any trailer or equipment to transport the same) shall be setback ten (10) feet from the front property line.

2.

No **recreation vehicle** or craft shall be parked in a location in the front yard that causes a sight obstruction to any pedestrian or operator of any motor **vehicle** by either materially impeding or obstructing the visibility of oncoming traffic or the visibility of a lawfully placed traffic control device. In accordance with [section 27-283.5](#), visibility at intersections.

3.

No more than one (1) **recreation vehicle** (including private pleasure crafts) shall be parked in the front yard.

4.

The **recreation vehicle** or private pleasure crafts may only be parked within the front yard on an existing driveway area which was designed and intended to provide ingress and egress of vehicular traffic from the street.

5.

The height limitation on **recreation vehicles** and crafts shall be ten (10) feet and the length limitation shall be twenty-six (26) feet. Height shall be measured from the highest point of the **vehicle** or craft to the lowest point of the **vehicle** or craft, including all antennas, extensions, appurtenances and trailers (and extensions thereof). Length shall be measured from the longest distance from the front of the **vehicle** or craft to the back or end of the **vehicle** or craft, including all antennas, extensions, appurtenances and trailers (and extensions thereof).

c.

The VRB, ARC OR BLC, as applicable, is authorized to vary the limitations set forth in subsections b.1, b.3., b.4., and b.5. above in accordance with the criteria set forth in [section 27-80](#), [27-96](#) or [27-114](#), as applicable; however, the limitation set forth in subsection b.2. may not be varied.

(6)

If a craft is parked or stored outside of an enclosed garage, it shall be located on a trailer with tires, and if a **recreation vehicle** is parked or stored outside of an enclosed garage, it shall be on wheels.

(7)

All recreation vehicles, crafts and trailers parked anywhere on residential property shall be licensed in accordance with all laws of the State of Florida.

CITY COUNCIL AGENDA ITEM COVER SHEET

**Meeting Date:** April 4, 2023

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

**From:** T. Grimm, Interim City Manager

**Subject:** Discuss Changes to BIMC for Fences

**Background:** Commissioner Carugno, with approval from Council, requested a discussion take place on possible changes to the municipal code for fencing. The Planning and Zoning Commission previously discussed changes to the code and looked at a possible zoning overlay for fences and walls on Hoffner Avenue. The Commission took no action. The agenda item was postponed at the March 21 CC meeting.

If the Council directs changes to the fencing code, it will have to go to the Planning and Zoning Commission for review and action, as fencing is part of the Land Development Code.

**Staff Recommendation:** Discuss the requested changes and move this to the Planning Commission for further review and action.

**Suggested Motion:** None needed, but direct that the Planning Commission review the changes at their April meeting.

**Alternatives:** Do not make any changes or table discussion until a permanent City Manager is appointed.

**Fiscal Impact:** N/A

**Attachments:** P&Z Meeting minutes

It is the intent of this Section to allow the continuation of such non-conforming fences and walls until they are discontinued as provided herein. However, it is not the intent of this Section to encourage the survival of non-conforming fences and walls and such fences and walls that are declared to be incompatible with permitted fences and walls within the City.

An existing fence or wall not allowed by this Section, except when required by law or ordinance, shall not be enlarged, extended, reconstructed, or structurally altered unless such fence is changed to comply with the requirements of this Section. Maintenance of a non-conforming fence will be allowed when this includes necessary repair and incidental alterations which do not expand or intensify the non-conformity.

Fences or walls that are currently in the City's right-of-way (ROW) may remain in place if the property owner executes a ROW agreement with the City.

Fences or walls, other than decorative fences and walls, may be erected, placed, or located in front yards not to exceed four (4) feet in height; except that fences and walls up to six (6) feet in height are permissible in front yards having a depth of at least seventy-five (75) feet or more, or where a fence or wall forms a logical connection, or is in-line, with a wall or fence on either side of an existing wall or fence on the adjacent property.

This section does not apply to fences in existence before the effective date of this Ordinance, except that on sale or transfer of the property on which a non-conforming fence is located, or except when the fence is declared a nuisance or hazard as determined by the City Manager, or the Manager's designee, such fence may be made to conform with the requirements of this chapter, or removed within 90 days of the closing or transfer or declaration of the fence as a nuisance or hazard.

Any non-conforming fence may be repaired like-for-like in height, location and material, up to 75% of the overall linear footage of any the total non-conforming section. A section shall be defined as that portion of the fence or wall located on a given property line. The City Manager, or the Manager's designee, can approve repair to a non-conforming fence under that criteria.

#### Maintenance

- Maintenance of fences and walls shall comply with the following:
  - Fences and walls shall be maintained in good order and repair.
  - Painted surfaces of fences, walls, and other surfaces associated with fences and/or walls shall not be faded and shall be free of discoloration, staining, or peeling.
  - Surfaces of a wall or fence shall be cleaned or repainted if either of the following occurs:
    - When 20% or more of the surface is stained or discolored; or
    - When 15% or more of the paint is peeling off the surface.
- All fences, walls or other similar structures erected in any residential district shall be maintained by the property owner. Property owners shall be responsible for maintaining the appearance of the fence, wall, or other similar structure in a manner that there are no missing boards or slats, cracks, open gaps, leaning sections, crooked

posts, missing blocks or bricks, cracked or crumbling blocks or bricks and to maintain the structural integrity of the fence, wall or similar structure. Any broken, missing, deteriorated, dilapidated, or otherwise damaged portion of a fence, including boards, posts, slats, rails, stiles, structural members or elements, or fittings and any broken, chipped, missing, deteriorated, dilapidated, or otherwise damaged portion of walls shall be replaced.

- Fences and walls shall be maintained in an upright and vertical position, shall not be allowed to lean or to otherwise be out of plumb, and not have the hedge and vegetation material support the fencing. Fence rails and posts shall be structurally sound and shall not be bent, twisted, warped, or otherwise misshaped. Fences shall not be propped up to prevent the fence from falling.
- A building permit shall be required for repair to a fence or wall when the damage exceeds 25%, or more, of the length of the fence or wall section. A section shall be defined as that portion of the fence or wall located on a given property line. The replaced section of the fence or wall shall match the color and material of the existing fence or wall.
- The finished side of all fences shall face the street or adjacent property.

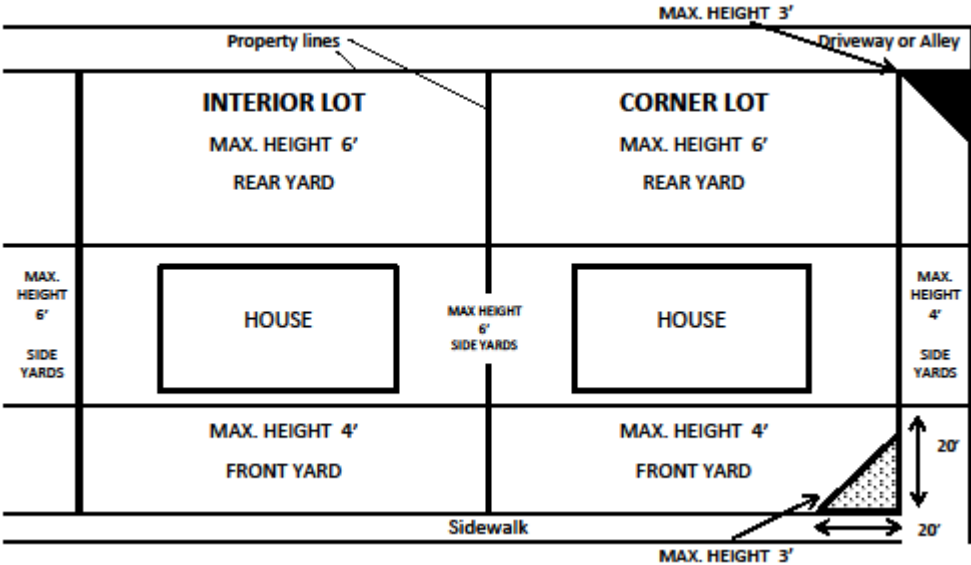
Fence height shall be measured from highest elevation of the ground on either side of the fence. There shall be no more than a 2-inch gap between the ground and the bottom of the fence section.

Civil disputes over the location of a fence or wall at adjoining private properties are not within the enforcement authority of the City to resolve.

### **Front Yard Types and Materials**

1. Front yard fences shall be see-through type fence to avoid vision obstructions. The maximum opacity for fencing in the front yard is 75% (25% of fence must be open, meaning the gaps between boards)
2. Fences may be wood, vinyl or decorative metal
3. Chain-link fences are not permitted in the front yard
4. Front yard fences and walls shall not exceed a height of four feet, except as described in Section \_\_\_\_ above.
5. Fences, if located on a side yard line in the front yard, shall be no more than 4 feet high.

*If the changes are adopted, recommend that diagrams be added to the code for clarity, such as:*



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

a.

**Meeting Date:** April 4, 2023

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

**From:** T Grimm, Interim City Manager

**Subject:** Planning & Zoning Board (P&Z) Appointment (District 3)

**Background:** District 3 Commissioner Shuck sought volunteers to fill the District 3 vacancy on the Planning & Zoning Board. The P&Z seat for District 3 has been open for more than six months (as of September 14, 2022), and Comm Shuck, with every effort, has been unable to find anyone in his district interested in filling the vacancy.

Section 42-32(B0(3) of the Charter reads, “Vacancies on the board. Any vacancy occurring during the unexpired term of office of any member of the planning and zoning board shall be filled by the council for the remainder of the term within 45 days after the vacancy occurs. The vacancy will be advertised to fill the vacancy by district; however if no candidate applies from the district for that district vacancy, the council may fill the vacancy from at-large candidates who are residents of the city regardless of district residency.”

**Staff Recommendation:** The vacancy can cause quorum issues moving forward, and staff is requesting to fill the vacancy At-Large for a 3-year term (May 2023-May 2026). The current term ends May 2023.

**Suggested Motion: I move we direct the staff to post the vacancy At-Large for Council consideration at the April 18<sup>th</sup> council meeting.**

**Alternatives:** None.

**Fiscal Impact:** None, as these are voluntary positions

**Attachments:**

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

b.

**Meeting Date:** April 4, 2023

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

**From:** T Grimm, Interim City Manager

**Subject:** BING Grant for Conway Lakes HOA, Inc.

**Background:** Conway Lakes HOA is applying for a BING Grant for landscaping and irrigation repairs on Judge Road and Conway Lakes Drive. The amount of the project is 12,824.67. The HOA is requesting \$6,412.33 (50%) of the approved amount of funding per District is \$7,000. District 6 Commissioner can approve the full amount or another Commissioner can agree to split the cost from their BING Grant funds.

**Staff Recommendation:** Approve the grant up to \$6,412.33 unless another Councilor allows their funds to be used.

**Suggested Motion:**

**(If no additional funds are allocated):**

**I move to approve the BING Grant for Conway Lakes HOA-District 6 for \$6,412.33.**

**(If additional funds are allocated):**

**I move to approve the BING Grant for Conway Lakes HOA for \$6,412.33, with \$3,307.00 from District 6 and \$3,307.00 from District.**

**Alternatives:** Do not approve.

**Fiscal Impact:** \$6,412.33 from BING Account(s)

**Attachments:** Grant application





CITY OF BELLE ISLE  
NEIGHBORHOOD PRIDE GRANTS

b.

Grant Application

Submit the original application along with any attachments to The City of Belle Isle, 1600 Nela Avenue, Belle Isle FL 32809. Grants will be awarded on a first come, first served basis by district.

PLEASE PRINT

Applicant Contact Information

Applicant Organization Name:

Conway Lakes Homeowners Association, Inc

Project Contact Name:

Andy Pomeroy

Mailing Address:

6521 st Partin Pl

Belle Isle, FL

City, State

32812

Zip

Daytime Phone:

321-388-3318

Evening Phone:

Same

Email:

drew31887@gmail.com

ALTERNATIVE CONTACT INFORMATION

Alternate Contact Name:

Debra Heard

Daytime Phone:

407-721-4658

Evening Phone:

Same

Email:

debra-heard@yahoo.com

GRANT INFORMATION

Type of Project — please select all that apply:

- ☒ Landscaping
- ☐ Reader Board Sign
- ☐ Ground Lighting
- ☐ Wall/Fence pressure washing and or painting
- ☒ Irrigation "Repairs"

- ☐ Fountains
- ☐ Other (please explain)
- ☐ Project Street Address or Nearest Intersection:  
Judge Rd & Conway Lakes Drive

Total amount of project: \$12,824.67

Grant amount requested: \$6,412.33

Neighborhood participation amount (remainder of invoice) \$6,412.34

## PROJECT INFORMATION




b.

Please provide the answers to the following questions.

1. Description of the Project - This summary should provide an overview of the entire project; include what improvements will be constructed, installed, or applied. Remember to demonstrate the need for the project.  
Beautification of front front Point Island bordering Judge Road. Includes removal of existing landscape, leveling of soil, and installation of new landscape.
2. State the location and land ownership of the proposed project - Is the project on public property? (Right-of-way use agreement/permit will be required.) Please state the exact location of the project, including an address or cross streets.  
Judge Road & Conway Lakes Drive. Area in question is median / Island between north & south neighborhood entryway.
3. Attach 2-5 photos, and include a brief description of each photo. Please also provide the original color photos.
4. Project Maintenance: Describe how the property has been maintained in the past, and how the project will be maintained and by whom after it is completed.  
Property was maintained by neighborhood volunteers. Will continue to be maintained by the HOA
5. Describe why this project is important to the community. Provide a brief summary of how the project will enhance the quality of life in the community. How will this project empower your organization to work together to accomplish common goals and objectives? (i.e., to improve neighborhood communication and participation).  
This project will enhance the vibrant lifestyle of our community & improve participation in our HOA & community events.

## BING TEAM ROSTER

Each organization is required to have at least a 3 to 5 member team who will help plan and implement your community project. Team members will be required to sign the team member roster as a part of the grant application. Each team member must indicate his or her role/responsibility on the team.

PRINT NAME & SIGNATURE	ADDRESS/PHONE/EMAIL	ROLE/RESPONSIBILITY
Print: Andy Pomeroy Signature: 	6521 St Partin Pl Belle Isle FL 32812 / 321.388.3318 drew31887@gmail.com	HOA President & Project Coordinator / Project manager
Print: Dennis Pomeroy Signature: 	6536 St Partin Pl Belle Isle 32812 / 407.826.0933 d.pomeroy@earthlink.net	Project Coordinator
Print: Debra Heard Signature: 	6610 Orange Knoll Dr Belle Isle FL 32812 407-721-4658 debra_heard@yahoo.com	HOA Vice-President
Print: _____ Signature: _____		
Print: _____ Signature: _____		

**SUGGESTED TEAM ROLES:** **PROJECT MANAGER** - Team Captain. Responsible for leading project, getting a group consensus on which project the group wants to pursue. **ASST PROJECT MANAGER** - Co-Captain. Will work in concert with the project manager and assist obtaining quote(s) once the project idea has been decided upon. This position can also serve as the "Fund Watcher" monitoring project expenses. **APPLICATION WRITER** - will work with project manager in organizing and developing BING application and submitting final report and pictures upon completion of project.

BELLE ISLE NEIGHBORHOOD GRANTS (BING)

b.

BUDGET AND GRANT REQUEST		
NAME OF BUSINESS	TOTAL COST	DESCRIPTION OF SERVICES
Baker Commercial Landscaping	\$12,824.67	- Remove all current landscaping inc Palm trees. - Grade bed removing excess dirt - Reinstal new plant material - mulch - Repair irrigation
<b>TOTAL AMOUNT OF PROJECT</b>	<b>\$12,824.67</b>	
<b>GRANT AMOUNT REQUESTED</b>	<b>\$6,412.33</b>	
<b>NEIGHBORHOOD PARTICIPATION AMOUNT (REMAINDER OF INVOICE)</b>	<b>\$6,412.34</b>	

## Estimate

**Bel-Air Lawn & Landscapes**  
 3208 E. Colonial Drive #121  
 FL 32803 US  
 407-567-8509  
 jesse@belairlawnncare.com



**ADDRESS**  
 Andy Pomeroy  
 6521 St Partin Pl  
 Orlando, FL 32812

**SHIP TO**  
 Andy Pomeroy  
 6521 St Partin Pl  
 Orlando, FL 32812

ESTIMATE #	DATE
1591	09/13/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Landscaping</b>	<b>Remove Existing Plants and Excess Dirt</b>	3.50	1,000.00	3,500.00
	<b>Tree Removal</b>	<b>Grade and Level</b>	4	500.00	2,000.00
	<b>Emerald Goddess Litope 1 Gal</b>	<b>Remove Sabal Palm Trees</b>	200	6.99	1,398.00
	<b>Pentas</b>	1 Gal(Annuals)- Sign	50	5.00	250.00
	<b>Japanese Blueberry Trees</b>	15 Gal	2	250.00	500.00
	<b>Indian Hawthorne</b>	3 Gal	60	24.99	1,499.40
	<b>Loropetalum</b>	3 Gal	100	24.99	2,499.00
	<b>Regina Iris</b>	3 Gal- Sign	10	24.99	249.90
	<b>Mulch</b>	Mulch(Pine Bark)	7	85.00	595.00
<b>TOTAL</b>					<b>\$12,491.30</b>



Conway Lake & Landscaping H.O.A.  
6521 Saint Pater Place  
Belle Isle, Florida 32512

Estimate #6510

From: RLC Landscaping  
407-385-8528  
rlc@rlc-landscaping.com  
www.rlc-landscaping.com  
P.O. Box 189817  
Casselberry, FL 32718-0817  
Bill To: 6521 Saint Pater Place  
Belle Isle, Florida 32512  
Sent On: 06/22/2013  
Job Title: Master Entertainment services island  
Account: Chris Everman  
Manager

PRODUCT / SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Acres Care -	Remove/ Stamp grind 4 Sinks. Removal of all debris, stump grind to 25" depth, removal of excess debris to ground level only	1	\$3,900.00	\$3,900.00
Arboreal	Arboreal - 4" To be installed at each end cap of the center island	200	\$1.70	\$340.00*
Blue Dune	Blue Dune - as the bearing plant material at the base of the island around the core lip	300	\$7.10	\$2,130.00*
Formal Iron 3gal	Formal Iron - to be installed and the second level of landscaping just under the canopy	52	\$21.00	\$1,092.00
Canella 7-gal	Canella - to be installed in the upper corner portion of the island	55	\$65.00	\$4,290.00*
Pine Bark Mulch - Mini	Mini Pine Bark Mulch - per yard	16	\$47.25	\$756.00*
Prop-work removal and disposal	The proposed scope of work is for the removal of existing plant material along with the purchase and installation of new plant material located in the entryway island	30	\$70.00	\$2,100.00
Irrigation Landscape -	Irrigation Tech to check, coverage and repair and irrigation damage during prep only And set irrigation to grow program	2	\$65.00	\$130.00
Landscape Shrub Losses	Soil to even out the holes created by the removal of tree (4) palms and root ball mounds	3	\$52.50	\$157.50*
Hawaiian TI 3-gal	Hawaiian TI - to be installed (3) to either side of the monument and removed at opposite end of the island	12	\$21.00	\$252.00*

\* Non-Residue

This quote is valid for the next 30 days, after which value may be subject to  
change.

Total

\$18,147.00

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

March 07, 2023



Proposal #43608  
Page 1 of 3

**Bid To:** Conway Lakes and Landings HOA  
6321 St. Patten Pl  
Belle Isle, FL 32812

**Work Location:** Conway Lakes HOA  
6321 St. Patten Pl  
Belle Isle, FL 32812

**RLU - Entrance Plant Install**

**RLU MULCH OS**

QTY	TYPE	DESCRIPTION	COST
15.00	CU YD	Brown Mulch per yard	\$925.00
Total:			\$925.00

**RECOMMENDED LANDSCAPE UPGRADES**

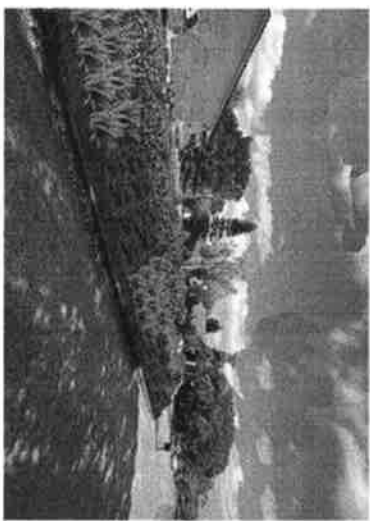
Remove all landscape material from the front entrance strip, including 4 Sabie palms and Landscape boulders.

Regrade bed, lowering the overall height of the crown.

Reinstall boulders and new plant material as per decided pictures.

Mulch all of planting bed

Irrigation to repair and adjust to return to proper operating condition and ensure all plant material has proper water.



## VENDOR ACKNOWLEDGEMENT FORM

b.

Your company is bidding to be selected to perform services for a neighborhood organization as part of Belle Isle Neighborhood Grant (BING).

Please read this acknowledgement in its entirety before proceeding with any activity. By the below form you are accepting the terms set forth:

- Please attach proof of insurance for workman compensation (waiver of subrogation), Commercial General Liability and Business Automobile Liability policies with submission of your quote. *(see attached sample)*
- You acknowledge that you will comply with all vendor requirements.
- You are **not** to start any work on the proposed project until you have been granted permission by The City of Belle Isle.
- The quote provided by your organization should include all costs associated with completing this project, i.e. — labor, material, permitting, engineering and design.
- You understand that if you are completing work that requires permitting, you must be a Belle Isle registered contractor. There is no cost associated with this process.
- You understand that the City of Belle Isle will not be responsible for costs exceeding the amount on the original quote.
- You are aware that the project must be completed within 45 days of approval of the Project.
- If your services or costs have changed or the project is delayed, the City of Belle Isle must be contacted immediately.
- Upon completion of the project, you are to invoice the City of Belle Isle with the exact products/services identified on the original quote. Any deviation may result in loss of payment.

Baker Commercial Landscaping

Company Name

MARC A. BLUM

Print Name

Signature:



Title:

PRESIDENT OF BCL, INC.

Date:

3/27/23

**Tracey Richardson**

---

**From:** drew31887@gmail.com  
**Sent:** Monday, March 27, 2023 6:46 PM  
**To:** Tracey Richardson  
**Subject:** Conway Lakes Estates HOA Bing Grant  
**Attachments:** Belle Isle (Marc).pdf

Good Day

My name is Andy Pomeroy and I am the president of the Conway Lakes Estates HOA. We (last week) dropped off an application for the BING grant program and I realized we missed a page in our packet.

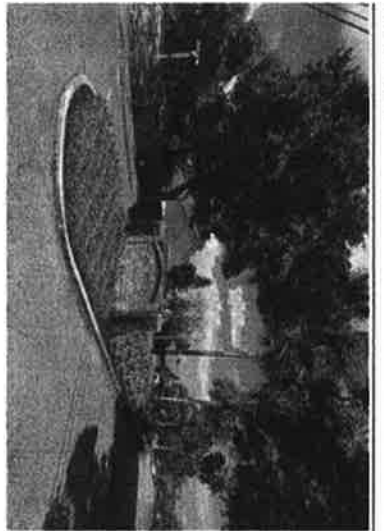
Could you please include the attached with our submitted paperwork?

Please let me know if there are any questions or concerns regarding our application as well as I am the point of contact for the application.

Thanks very much  
Andy Pomeroy  
321.388.3318  
Drew31887@gmail.com

Sent from my iPhone





QTY	TYPE	DESCRIPTION	COST
150.00	EACH	1 gal Blue Daze	\$1,883.48
2.00	EACH	15 gal Podocarpus	\$361.93
60.00	EACH	3 gal Foxtail Fern	\$1,296.90
64.00	EACH	3 gal Variegated Acorhoda	\$1,437.92
2.00	DAYS	Bobcat with Operator	\$2,421.94
1.00		Demolition Labor and Dump Fees	\$3,300.00
Total:			\$10,702.17

#### 200 IRRIGATION SERVICE FOR INSTALLATION

QTY	TYPE	DESCRIPTION	COST
10.00	HR	Supply labor and material to modify the existing irrigation system to ensure adequate water coverage to the newly installed plant material.	\$750.00
Total:			\$750.00

#### RLU ANNUALS

QTY	TYPE	DESCRIPTION	COST
2.00	CU YD	Putting Soil per yard	\$210.00
150.00	EACH	Standard Annuals Installation	\$337.50
Total:			\$547.50
Grand Total:			\$12,824.67



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/)  
3/20/201 b.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Florida LLC - LM1 300 Colonial Center Parkway, Suite 270 Lake Mary, FL 32746	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (407) 982-4451	<b>FAX (A/C, No):</b> (407) 203-9570
<b>INSURED</b> Baker Commercial Landscaping, Inc. Baker Commercial Landscaping of Tampa, LLC Baker Fertilization & Pest Control, LLC 7350 Old Cheney Highway Orlando, FL 32807	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Greenwich Insurance Company	<b>NAIC #</b> 22322
	<b>INSURER B:</b> XL Specialty Insurance Company	<b>37885</b>
	<b>INSURER C:</b> The North River Insurance Co.	<b>21105</b>
	<b>INSURER D:</b> Great American Alliance Ins Co	<b>26832</b>
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NGL-1004799-01	6/19/2022	6/19/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input checked="" type="checkbox"/> Contractual Per		MED EXP (Any one person) \$ 5,000				
	<input checked="" type="checkbox"/> GL Form		PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						LIMITED PESTICI \$ Included
B	<b>AUTOMOBILE LIABILITY</b>			NBA-1004800-01	6/19/2022	6/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		5821191045	6/19/2022	6/19/2023	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$	0					
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WCE833481-00	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below.						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CONWAY LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.  
6626 Orange Knoll Dr  
Belle Isle, FL 32812

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

c.

**Meeting Date:** April 4, 2023

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

**From:** T. Grimm, Interim City Manager

**Subject:** Extension of Albert Moore Tree Service Contract

**Background:** On December 4, 2018, the City entered a General Services Contract Agreement with Albert Moore LLC to provide Tree Removal Services to the City of Belle Isle. We are currently at the end of the initial term, and the contract allows for a term limit of 3 years with an option to extend the agreement on the same terms for a two-year renewal and one additional year period.

**Staff Recommendation:** Staff recommends approval for a two-year extension with the same terms to allow services to continue.

**Suggested Motion:** I move that we approve the contract for Albert Moore LLC for two years at the same terms.

**Alternatives:**

- I move that we approve the contract for Albert Moore LLC for one year at the same terms to allow services to continue until a permanent City Manager is hired.
- Do not adopt the contract and put out a bid for service.

**Fiscal Impact:** Based upon use.

**Attachments:** Albert Moore LLC contract

**GENERAL SERVICES AGREEMENT BETWEEN  
THE CITY OF BELLE ISLE AND  
Albert Moore, LLC**

This agreement for General Services ("Agreement") is entered into on December 4, 2018 (the "Effective Date") between the CITY OF BELLE ISLE, a municipal corporation, with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("City") and Albert Moore, LLC ("Contractor") a corporation organized and existing under the laws of the State of Florida, located at 5238 Phillips Oak Lane, Orlando, Florida 32812 and holding a certificate of authority to do business in the State of Florida.

**Section 1. SERVICES.** In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

**1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end three (3) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The City has the option to extend the contract on the same terms for two (2) additional one (1) year periods.

**1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

**1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

**1.4 Termination.** City may cancel this Agreement at any time and without cause upon sixty (60) days written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor for the Scope of Services, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein.

**2.1. Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have thirty (30) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such thirty (30) day period; Contractor shall waive its right to collect payment from City.

**2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

**2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

**2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

### **Section 3. CHANGES AND EXTRA SERVICES.**

**3.1** Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.

**3.2** City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

**Section 4. PROJECT SITE.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

**Section 5. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

**5.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

**5.2 Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.

**5.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

**5.4 All Policies Requirements.**

**5.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

**5.5.2 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**5.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

**Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

**6.1** Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

**Section 7. STATUS OF CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

**Section 8. LEGAL REQUIREMENTS.**



**8.1 Governing Law.** The laws of the State of Florida shall govern this Agreement.

**8.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

**8.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

**8.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

## **Section 9.      MODIFICATION.**

**9.1      Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**9.2      Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.

**9.3      Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

**9.4      Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

**9.5      Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**9.5.1**      Immediately terminate the Agreement;

**9.5.2**      Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

**9.5.3**      Retain a different Contractor to complete the Services not finished by Contractor;

**9.5.4**      Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

## **Section 10.      KEEPING AND STATUS OF RECORDS.**

**10.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

**10.2 Contractor's Books and Records .** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

**10.3 Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

## **Section 11. WARRANTY.**

**11.1** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement.

In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

**11.2** Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.



**Section 12. HEALTH AND SAFETY PROGRAMS.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

**12.1** Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.

**12.2** Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

**12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

**12.4** City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

**12.5** Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.

**12.6** Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.

**12.7** Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

**12.8** Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

**12.9** Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

**Section 13. MISCELLANEOUS PROVISIONS.**

**13.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the

prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**13.2 Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

**13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

**13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**13.5 Contract Administration.** This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

**13.6 Notices.** Any written notice to Contractor shall be sent to:

Albert Moore, LLC  
5238 Phillips Oak Lane  
Orlando, Florida 32812

Any written notice to City shall be sent to:

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

**13.7 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

**13.8 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.


The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim.

**13.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF BELLE ISLE

Date: 12/4/18

  
Bob Francis, City Manager

Attest:

  
Yolanda Quiceno  
City Clerk

CONTRACTOR

Date: 12/4/18

  
Albert Moore, Owner

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

d.

**Meeting Date:** April 4, 2023

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

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

**Subject:** Declaration of Surplus Property

**Background:** Following 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.

Under Section 2-223 of the BIMC, if the council has estimated property that 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.

The equipment is a Laserjet HP Model 227fdw.

**Staff Recommendation:** Declare the Laserjet HP Model 227fdw and picture frames as surplus and donate to the Russell Home.

**Suggested Motion:** I move we declare the Laserjet HP Model 227fdw and picture frames to be surplus and to direct the City Manager to dispose of the surplus according to the BIMC.

**Alternatives:** None

**Fiscal Impact:** \$100 or less for each item

**Attachments:** Memo from City Clerk



# CITY OF BELLE ISLE

Yolanda Quiceno  
City Clerk  
yquiceno@belleislefl.gov

d.

## 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: April 4, 2023

RE: Surplus of Misc Equipment

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

I am requesting authorization to surplus the following item,

Item	Model #
Laserjet Pro HP Printer	M227fdw
24x36 Picture Frames	Set (2)

\_\_\_\_\_

\_\_\_\_\_

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