



city council agenda

Agenda
May 1, 2018 * 6:30 PM
City Council Meeting
City Hall Chambers 1600 Nela Avenue

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

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Commissioner Weinsier - District 3
3. CAFR Presentation by Auditors McDirmit Davis – *Page 74*
4. Vice Mayor Appointment - According to Section 4.03 of the City charter, at the first Council meeting in May, after each City election, the Council shall elect one of its members as vice-mayor.
5. Consent Items
 - a. Approval of the City Council meeting minutes for April 17, 2018 – *Page 3*
 - b. Proclamation: Declaring May 2018 Neurofibromatosis (NF) Awareness Month – *Page 8*
 - c. Proclamation: Municipal City Clerk Week May 6-12, 2018 – *Page 9*
 - d. Approval of FEMA contract – *Page 10*

6. Citizen's Comments

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

7. Unfinished Business

- a. ORDINANCE NO.18-04 FIRST READING AND CONSIDERATION- AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE LAND DEVELOPMENT CODE, CHAPTER 48 ARTICLE II CONCERNING DOCK REGULATIONS, INCLUDING BUT NOT LIMITED TO PERMITTING, CRITERIA, EXCEPTIONS, REQUIREMENTS, MAINTENANCE, REPAIR, VARIANCES, APPLICATION PROCEDURES, DEFINITIONS, NONCONFORMING DOCKS, NUMBER, LOCATION, AND RELATED MATTERS; PROVIDING FINDINGS BY THE CITY COUNCIL; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. – *Page 15*
- b. Lake Conway Shores Drainage Project Bid Approval – *Page 27*

8. New Business

- a. ORDINANCE NO.18-03 FIRST READING AND CONSIDERATION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA APPROVING THE REZONING APPLICATION OF THE CITY OF BELLE ISLE, PROPERTY OWNER/APPLICANT OF "LOT 2 WALLACE

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 177

STREET” AND REZONING THAT CERTAIN PROPERTY LOCATED ON WALLACE STREET, BELLE ISLE, FLORIDA, IDENTIFIED IN THE ORANGE COUNTY TAX ROLLS WITH PARCEL NUMBER 24-23-29-8977-00-021 MORE PARTICULARLY DESCRIBED IN ORANGE COUNTY RECORDS, ORANGE COUNTY, FLORIDA, FROM SINGLE-FAMILY DWELLING DISTRICT (R-1-AA) TO OPEN SPACE (OS); PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE – *Page 31*

b. A request for Council to approve a lot split pursuant to Belle Isle Code Ch. 50, Art. II, Section 50-33(6) for the parcel located at 1303 E Wallace Street, also known as Parcel ID: 24-23-29-3400-00-074. The applicant is requesting the lot split in order to convey a portion of the property to an abutting parcel at 1130 Waltham Avenue. (Plans available at City Hall for review) – *Page 36*

c. Cornerstone Charter School HVAC Bid – *Page 41*

9. Attorney Report

10. City Manager Report

a. Chief’s Report

b. Issues Log – *Page 62*

c. Forensic Audit Interviews

d. AAR on Easter Egg Hunt – *Page 66*

11. Mayor's Report

a. Final Easter Egg Hunt Budget – *Page 73*

b. AIRnB Town Hall Meeting -Set Date

12. Council Reports

13. Adjournment

Attachments

a. 2016-2017 CAFR – *Page 74*



city council minutes

MINUTES
April 17, 2018
City Council Regular Session:
Regular Session 6:30pm

The Belle Isle City Council met in a regular session on April 17, 2018 at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Lydia Pisano
Vice Mayor/Commissioner Harvey Readey
Commissioner Gold
Commissioner Anthony Carugno
Commissioner Jeremy Weinsier
Commissioner Mike Sims
Commissioner Jim Partin
Commissioner Sue Nielsen

Absent was:

N/A

Also present was City Manager Bob Francis, Attorney Kurt Ardaman, Deputy Chief Grimm, Code Enforcement Office Winters and City Clerk Yolanda Quiceno.

CALL TO ORDER

Mayor Pisano called the regular session to order at 6:30pm and the City Clerk confirmed quorum. Comm Gold gave the invocation and led the Pledge to the flag.

CONSENT ITEMS

- a. Proclamation: Celebrating Arbor Day April 28, 2018
- b. Approval of the City Council meeting minutes for April 3, 2018

Comm Gold motioned to approve the Consent Items as presented.
Comm Weinsier seconded the motion which passed unanimously.

CITIZEN COMMENTS

Mayor Pisano opened for citizen comments.

- Kent Perroux residing at 7222 Seminole Drive spoke on the boat dock ordinance and stated that there is a loop hole that remains open. He said Section 48-34c regarding grandfathering of boat docks remains open to interpretation for anything that is changed or repaired that the City does not know about to be grandfathered. He would like City Council to review the section before adoption of the ordinance.

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

Mayor Pisano stated that she will be changing the order of the agenda to allow those in attendance to speak on item number 5b.

UNFINISHED BUSINESS

Request by Adam McGinnis: Petition of City Waiver of Riparian Rights

Mr. Francis said the City received a petition of Riparian Rights of Cross Lake Beach from Adam McGinnis. The City Attorney, upon review, said the petition was deficient for a number of reasons and communicated same with Mr. McGinnis. However, at the last Council meeting Cross Lake was discussed because the City has filed a petition with the State and Orange County to purchase Cross Lake. At that meeting Council consensus was to have the City Manager contact Mr. McGinnis to discuss why he would like to purchase the property at Cross Lake Beach and what he intends to do with the property.

Carlo Baez with offices at 1018 East Robinson Street, Orlando FL representing the applicant said his client does not have any intention of purchasing the State owned land in an attempt to keep anyone from enjoying the lake access. There has been a lot of misinformation via Facebook and in person. In an attempt to clarify he gave a brief overview of the events and stated the following,

- In the 1990 Comp Plan Cross Lake Beach was designated
- The City has never obtained rights from the State of Florida to have a park in that location. They did however; obtain permission for all the other parks in the City.
- For the past few years, residents have been dealing with riparian rights because of the overcrowding on the lake.
- Eight months ago, his client started dialogue with the City Manager and City Attorney with regards to Cross Lake Beach
- City Council directed the City Manager to meet and discuss options and/or remedies.
- City Attorney drafted a memorandum. This memorandum was drafted after their meeting and should have been given to Council for review; for reasons unknown it never occurred. The memorandum accurately reflects the applicants intent
- About one month ago, the applicant found that the land is owned by the State of Florida and was contacted by FDEP and was informed of the City's intent to purchase the land. The City's purpose was to have it as a public park and/or beach.
- In an abundance of caution the applicant filed an application with the City asking them to waive certain riparian rights to preserve any rights the applicant may have.
- The City and County believed the area was a right of way given the applicant more access to their property. Once it was discovered that there was no right of way the purchase of this property would have landlocked the applicant's property causing personal harm.

Attorney Baez stated that the applicant never demanded to block access, public structures, fences, walls on the subject property. They do have severe concerns on the limitation of access, the increase of out of town residents and the abuse of open space. The applicant is asking for a resolution mutually. They will be improving the land with landscaping, create a buffer from the park and create access to their property.

City Manager Francis stated that the Attorney memorandum referenced was about a year old and drafted by the previous City Attorney. The Council was not given time to review the memorandum because the previous attorney upon his departure did not complete his findings. After the previous Attorney left he was contacted by the current City Manager and the final letter was provided. City Manager Francis further stated that he has not been able to find in the Comprehensive Plan the reference to Cross Lake Beach ever having a boat dock

Mayor Pisano opened for public comment.

1. Steve Upp residing at 5413 Pasadena Drive spoke in opposition for the sale of the Cross Lake Beach property to the applicant and was in favor of the City purchasing the property as a park/open space. He would like to see the City and the resident work together to provide the homeowner access to their property.
2. Gayle Bouck residing at 2205 Cross Lake Road spoke in opposition for the sale of the Cross Lake Beach property to the applicant and was in favor of the City purchasing the property as a park/open space. Ms. Bouck provided signed petitions from the neighborhood for the record. Anna Maria Fiola residing at 2493 Trentwood Blvd gave her time to speak to Ms. Bouck.
3. Tom Bouck residing at 2205 Cross Lake Road spoke in opposition for the sale of the Cross Lake Beach property to the applicant and was in favor of the City purchasing the property as a park/open space.
4. Ted Spruill residing at 3218 Cullen Lake Shore Drive spoke in favor of the City's purchase of the Cross Lake as a park and to allow in/egress to the applicant.
5. Sheena Hesson residing at 5120 Pleasure Island spoke in favor of the City's purchase of the Cross Lake Beach property.
6. David Middleton residing at 5238 Pleasure Island spoke in opposition of the City's purchase of the property. He would like to see the Council come forward with a better plan of action to give the applicant access to their property.
7. Cheryl Leonard residing at 5124 Oak Island spoke in opposition for the sale of the Cross Lake Beach property to the applicant and was in favor of the City purchasing the property as a park/open space.
8. Holly Bobrowski residing at 2400 Hoffner Avenue spoke in favor of the City's purchase of the Cross Lake Beach property.
9. David Evertsen residing at 5131 St. Michael spoke in favor of the City's purchase of the Cross Lake Beach property.

10. Michael Repass residing at 5009 Pleasure Island spoke in reference to two flyers he received stating that the City will be building a boat dock on the Cross Lake Beach property. He is not in favor of any boat dock and would like assurances that the City will not place a boat dock on the property.
11. Luddy Goetz 4948 Oak Island Road spoke in favor of the City's purchase of the Cross Lake Beach property and asks for the City's assurance that they will never build a boat dock on that property.
12. Sara Cunnard 3752 Gaitlan Place spoke in favor of the City's purchase of the Cross Lake Beach property.
13. Jocelyne Graviano residing at 2305 Cross Lake Road spoke in favor of the City's purchase of the Cross Lake Beach property and provided pictures for the record.
14. Nicholas Graviano residing at 2305 Cross Lake Road spoke in favor of the City's purchase of the Cross Lake Beach property.
15. Janet Spruill residing at 3218 Cullen Lake Shore Drive spoke in favor of the City's purchase of the Cross Lake Beach property. Ms. Spruill provided a copy of her comments for the record.
16. Josiane Cathey residing at 2305 Cross Lake Road spoke in favor of the City's purchase of the Cross Lake Beach property.
17. Susan Maloof residing at 817 N. Summerlin Avenue said she is in opposition of the City's purchase of the Cross Lake Beach property. For the record she read and provided emails from the following residents, Jeff Husby, Keith Ingersoll, Chris Whittaker and Agent B. Woolwine.
18. Anita Sacco residing at 4913 Jinou Avenue provided for the record additional signatures in favor of the City's purchase of the Cross Lake Beach property. She also asked, what is the cost of the property, what the standard is and what determines the use for a city park.
19. Jason Asa residing at 6563 Gibson Drive shared his concern if a boat ramp was to be placed on Cross Lake Beach.

There being no further comments Mayor Pisano closed citizen comments and opened for Council discussion.

Attorney Baez said the issue is the absence of a right of way. He would like to ensure that the applicants continue to have access to their property.

Comm Nielsen said she believes a City is required to provide in/egress to a homeowner who is landlocked adjacent to the land. She would like to have the City purchase the property and dedicate a piece of the park as a driveway for the applicant.

Comm Gold spoke in favor of working towards a solution to dedicate a piece of the park as a driveway for the applicant.

Comm Carugno said the homeowner knew of their limitations when the home was purchased and the City should not start giving ownership to any private individual. He is in favor of the City Manager moving forward with the purchase of the property. After the property is purchased by the City the other issues can be addressed.

Comm Readey said he is in favor of the City purchasing the property. In addition, he would like staff to provide a plan to provide the applicant with a driveway.

Comm Sims said he is in favor of the City purchasing the property and providing an easement for the applicant.

Mayor Pisano said she is in favor of the City purchasing the property for to preserve residential access and environmental issues. She is also in favor of allowing the applicant access to their home.

Comm Partin spoke in favor of the City purchasing the property and providing access to the applicant.

Comm Weinsier said he is in favor of the City purchasing the property and has received a number of emails in favor of. He further inquired whether the open space ordinance would prohibit a boat dock from being constructed on the property.. In addition, he would like to see the City provide in/egress access to the applicant.

After discussion, Council consensus was to continue with the purchase of the property and work with the applicant to guarantee them access to their property.

Mayor Pisano called for a five minute recess.

Mayor Pisano reported that Former First Lady Barbara Bush passed away and asked for a minute of silence.

AirBnB / Short Term Rental Discussion with Public Comment

Mayor Pisano opened for public comment.

1. Jennifer Baggs residing at 5109 St. Germaine Avenue spoke in opposition to AirBnB as a use in the City. She shared her concerns on the negative impact to local communities, lost of property values and the quality of the neighborhood.
2. Jennifer Baggs residing at 5109 St. Germaine Avenue spoke in opposition to AirBnB as a use in the City.
3. Chris Shenefelt residing at 1722 Hoffner spoke in favor of AirBnB's with restrictions and said it is a preferred way of travel for his family. For the record he also provided a letter from Bill Kennedy residing at 1724 Hoffner who is in favor of AirBnBs.
4. Chris Grenier was not present.
5. Michael Jengen residing at 2010 Hoffner Avenue said the current municipal controls are a bit outdated with the new and is in favor of AirBnBs with controls.
6. Pam Love residing at 3563 Country Lakes Drive is an AirBnB host and is in favor of the use in the City.
7. Peter Kovachev residing at 5120 St Germaine Avenue is an AirBnB host and spoke in favor of the use in the City. He gave a brief overview of the AirBnB process and further added that Section 7-30 effectively bans an activity that allows homeowners to earn a living for their family. He would like to see the City relax on the code
8. Charles Motely residing at 1805 Swann Avenue is an AirBnB host and is in favor of the use in the City.
9. Fran Sowicz residing at 5114 St. Germaine Avenue said she is the neighbor of an AirBnB. She was unaware that they have been in business for over a year. They are good neighbors and have never had a complaint. She is in favor of AirBnBs as long as they are regulated and licensed.
10. Pam Crotty residing at 6642 The Landings spoke in favor of AirBnBs.

There being no further comments Mayor Pisano closed citizen comments and opened for Council discussion.

Comm Nielsen said the City should change the City code and allow short term rentals in an owner occupied home that are regulated and structured.

Mayor Pisano spoke in favor of short term rentals in an owner occupied residence.

Comm Sims spoke in favor of allowing the use as long as it is permitted with conditional renewal.

Comm Partin said he was contacted by some residents who are not in support of AirBnBs

Comm Readey said he is favor of a change to the code; however, he would not like to see every home in the City as an AirBnB.

"Comm Weinsier stated that his biggest concern is that state law will not allow the city to change its short term rental ordinance back once it has been relaxed. While AirBnB might not be causing many problems in the city right now, we don't know what the landscape will look like in 5-10 years."

Comm Carugno said most of feedback he has received from residents is that they are not in favor of AirBnBs. For the record, Comm Carugno provided a letter from Daniel Hillman not in favor of AirBnBs.

Comm Gold said he is in favor of the use however, once there is one complaint the license will be voided or revoked.

Person spoke out from the audience.

Matt Gifford residing on Oak Island said he was not aware of AirBnBs in the City and believes in less government regulation.

Holly Bobrowski residing at 2400 Hoffner Avenue asked staff to prepare a proposal for review that includes code, regulations and specifications on use before making a decision.

Person spoke out from the audience.

Karl Shuck residing at 1658 Wind Willow Road shared his concern with the conduct of the meeting and the lack of control and orderly process. He asked that Council come up with a proposal for review and decision at the next meeting.

Rick Wilson 5437 Pasadena Drive spoke in opposition of allowing AirBnBs in the City. He feels it should be placed on a ballot and voted for by the citizens.

Robyn Winters, Code Enforcement Officer said the City cannot enforce AirBnBs because they are not easy to find. She is in support of updating the code to allow the staff to track, permit and enforce and control a neighborhood from becoming a rental district.

Comm Nielsen motioned to have the City Manager move forward in changing the code to allow owner-occupied only AirBnBs; to be able to enforce, license and create a fine structure for violations to protect the neighborhoods.

City Manager Francis clarified the direction from Council as follows,

- **Allow owner-occupied only AirBnBs with restrictions and strict permitting**
- **Poll residents of the City and put out more information**
- **Do not allow for clustering of permits for AirBnBs**
- **Can we ever go back to the current code if the landscape changes**
- **Staff should research and prepare a formal presentation as discussed before approval**

Comm Sims motioned to adjourn the meeting and discuss the remaining agenda items at the next schedule session.

Comm Readey seconded the motion.

After discussion, the City Clerk was asked to cancel the legal notice for Ordinance 18-04 and report as required for the following scheduled meeting.

Comm Gold motioned to table the motion by Comm Sims.

Motion failed for lack of a second.

The motion to adjourn the meeting passed 4:3 with Comm Weinsier-nay, Comm Carugno-nay and Comm Gold-nay.

ADJOURNMENT

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 9:35 p.m.

Yolanda Quiceno, CMC, City Clerk

CITY OF BELLE ISLE



Proclamation

Declaring May 2018 Neurofibromatosis (NF) Awareness Month

Whereas, The Children’s Tumor Foundation is observing May 2018 as World Neurofibromatosis (NF) Awareness month to educate the public about this rare genetic disorder; and although over 2 million people around the world are living with NF and 1 in every 3,000 births is diagnosed with NF, it is still is 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 development of the brain, cardiovascular system, bones and skin; and 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 reflecting 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, Lydia Pisano, Mayor, in recognition of this important initiative, do hereby proclaim the month of May, 2018 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 Lydia Pisano



Office of the Mayor

CITY OF BELLE ISLE



Proclamation

Declaring May 6-12 - Municipal Clerks Week

- Whereas,** The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
- Whereas,** The Office of the Municipal Clerk is the oldest among public servants, and
- Whereas,** The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
- Whereas,** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.
- Whereas,** The Municipal Clerk serves as the information center on functions of local government and community.
- Whereas,** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.
- Whereas,** It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Lydia Pisano, Mayor of the City of Belle Isle do recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Belle Isle to be affixed this 1st day of May, in the year two thousand eighteen.

Attest _____

Yolanda Quiceno, City Clerk

Mayor Lydia Pisano



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

Meeting Date: May, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: FEMA Contracts

Background: The City completed the documentation needed to apply to FEMA for funding of projects related to Hurricane Irma. This is the first of many contracts we will have coming to the City over the next few months. Time is of the essence on these contracts. This contract is for the City to be awarded \$4,646.07 for the replacement of street signs and poles damaged.

The attachment is the important pages of the 60-page contract. If you want to review the entire contract, please let me know and I will send one electronically.

Staff Recommendation: Approve the contract

Suggested Motion: Motion would be approval under the consent agenda.

Alternatives: N/A

Fiscal Impact: \$4,646.07 reimbursement for Irma damage.

Attachments: Excepts from contract

Contract Number: Z0063

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Belle Isle, City of</u>
Sub-Recipient's PA ID/FIPS Number:	<u>095-05300-00</u>
Sub-Recipient's unique entity identifier:	<u>025070145</u>
Federal Award Identification Number (FAIN):	<u>4337DRFLP0000001</u>
Federal Award Date:	<u>9/30/2017</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>9/4/17 - 3/10/18</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>9/10/17-3/10/19</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$4,646.07</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$4,646.07</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$4,646.07</u>
Federal award project description (see FFATA)	<u>Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>

Name of pass-through entity:	<u>Florida Division of Emergency</u> <u>Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: **\$4,646.07**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

Emergency Work

Category A: Debris Removal

Category B: Emergency Protective Measures

Permanent Work

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.

**Attachment A
Budget and Project List**

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337		Sub-Recipient: Belle Isle, City of						
PW #	Cat	Project Title	Estimated Total	Fed %	Federal Share	State Share	Local Share	Total Funding
128	C	Street and Welcome signs	\$6,194.76	75%	\$4,646.07	\$774.35	\$774.34	\$6,194.76
							DR-4337 Total	\$6,194.76



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

Meeting Date: May 1, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Dock Ordinance (Ordinance 18-04)

Background: In February 2017, the Council adopted Ordinance 17-02 for the regulation, construction and repair of docks. Since its adoption, there has been difficulty in administering this ordinance due to places where it conflicts with itself. The City Manager requested the City Council to place a moratorium on dock permits until the ordinance could be written to eliminate the conflicts. The moratorium has expired.

The City Manager presented a draft of a new ordinance at the November 7 Council Meeting and an updated ordinance at the November 21st meeting incorporating the changes directed by the City Council.

At the November 21st meeting, the Council recommended new changes to the draft ordinance which are highlighted in the document. This document is now clearer for reviewing applications against the regulations; does not conflict with itself; and is not confusing as it does not allow for misinterpretation.

At the February 6, 2018 Council Meeting, the Council approved final changes to the Dock Ordinance and directed it be sent to the Planning and Zoning (P&Z) Board for their review and recommendations. The P&Z Board recommended changes to the ordinance. Most of those changes were for sentence structure, grammar, or to make a passage clearer so they were not highlighted in this version of this draft.

At the April 3, 2018 Council meeting, the Council discussed the recommendations by the P&Z Board and directed that the ordinance be put in final form and read for the 1st time at the April 17, 2018 Council meeting. The April 17th meeting was adjourned before this topic was discussed by Council. Under public comment at the April 17th Meeting, Kent Perroux, a resident suggested a change to the "grandfather" language in Section 48-34 (c) which is incorporated in the final draft.

Staff Recommendation: Briefly discuss any remaining items and approve the ordinance for a first reading.

Suggested Motion: I move that we read Ordinance 18-04, Docks for the first time by title only

Alternatives: Do not approve ordinance and provide further direction to city staff

Fiscal Impact: None

Attachments: Draft of Ordinance 18-04

ORDINANCE No.: 18-04

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE LAND DEVELOPMENT CODE, CHAPTER 48 ARTICLE II CONCERNING DOCK REGULATIONS, INCLUDING BUT NOT LIMITED TO PERMITTING, CRITERIA, EXCEPTIONS, REQUIREMENTS, MAINTENANCE, REPAIR, VARIANCES, APPLICATION PROCEDURES, DEFINITIONS, NONCONFORMING DOCKS, NUMBER, LOCATION, AND RELATED MATTERS; PROVIDING FINDINGS BY THE CITY COUNCIL; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Citizens of the City of Belle Isle have expressed concern to the City Council about the scope and extent of regulation of docks within the City; and

WHEREAS, on March 21, 2017, the City Council adopted Ordinance No. 17-02 amending Chapter 48, Article II the City Land Development Code with respect to dock regulations; and

WHEREAS, the City Council has determined that further amendment to Chapter 48, Article II of the City Land Development Code is necessary in order to further improve and clarify the City's dock regulations and to respond to the concerns of citizens of Belle Isle; and

WHEREAS, the City of Belle Isle Planning and Zoning Board serves as local planning agency for the City; and

WHEREAS, the Planning and Zoning Board, acting in its capacity as the City's Local Planning Agency, has duly considered and recommended approval to the City Council of the revisions to the dock regulations effected by this Ordinance at a public meeting on March 27, 2018; and

WHEREAS, the City Council has found and determined that the adoption of this Ordinance is in the interests of the public health, safety and welfare, will aid in the harmonious, orderly and progressive development of the City, and serves a valid public purpose.

BE IT ORDAINED by the City Council of Belle Isle, Florida:

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

SECTION 2. Amendment of Land Development Code. Chapter 48, Article II of the City Land Development Code is hereby repealed in its entirety and replaced with the following:

ARTICLE II. - DOCKS

Sec. 48-30. – Definitions

The following words, terms and phrases, when used in this article, will have the following meanings unless the context clearly indicates a different meaning:

Access walkway means that portion of the dock that commences on the upland parcel and extends to and terminates at the junction with the terminal platform.

Boat(s) means all inboard and outboard motorized and nonmotorized vessels, including, but not limited to, rowboats, sailboats, canoes, kayaks, skiffs, rafts, dugouts, dredges, personal watercraft, paddleboards, and other vehicles of transportation for use on water, including any and all objects tied to or connected therewith while being propelled through the water.

Boathouse means a roofed structure constructed over or adjacent to water to provide a covered mooring or storage place for boats.

Boathouse lot means a lot that is waterfront and was platted as a "B" lot to a primary "A" lot under the same parcel identification number and serves as a lake access lot for the parcel with the primary "A" lot having a principal structure.

Dock means any permanently fixed or floating structure, slip, platform (whether covered or uncovered) extending from the upland into the water, capable of use for boat mooring and other water-dependent recreational activities. The term "dock" also includes the area used to dock or moor a boat, and any device or structure detached from the land that is used for or is capable of use as a swimming or recreational platform, boat lift and/or for other water-dependent recreational activities, or as a platform for non-boating use. This term does not include any boat that is temporarily docked, moored, or anchored for less than 72 hours in any one day.

Linear shoreline frontage shall mean the width of lot measured in a straight line between the two outermost property corners at the NHWC.

Maintenance means the act of keeping the dock in a safe and useable condition consistent with original design specifications.

Mooring area means the portion of a docking facility used for the mooring of boats.

Normal High Water Contour (NHWC) means the horizontal location of the theoretical shoreline when the lake level is at the Normal High Water Elevation as defined herein. This is more specifically the horizontal location of the surface ground elevation points which match the Normal High Water Elevation as defined herein.

Normal High Water Elevation (NHWE) means the water surface elevation of Lake Conway and its directly connected water bodies as defined by Orange County. As of December 2016 the NHWE was 85.45, NAVD 88.

Personal watercraft (Florida Statutes 327.39) means a vessel less than 16 feet in length which uses an inboard motor powering a water jet pump as its primary source of motive power and

which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Principal structure means the building or structure in which the principal use of the parcel or lot is conducted. A dock shall not be the principal structure on a parcel or lot.

Principal use means a use of the upland parcel for residential, commercial or governmental purposes.

Private dock means a dock, which may be used by only those persons living on the upland parcel and their usual and customary guests.

Projected property line means a continuation of, and extension to, the upland property line. In cases of privately owned bottomland, that is, non-sovereignty submerged lands underlying a water body; the projected property line is the actual property line.

Public dock means a dock which is subject to public access. Docks associated with governmental and non-governmental institutions, and private organizations are included in the definition of public dock.

Repair means to restore to the permitted design specifications of a dock structure, including the replacement of the entire dock or portions of the dock.

Semi-private dock means a dock, which may be used by a group of residents living in and authorized by a subdivision association or multifamily development and their usual and customary guests.

Slip or boat-slip means a space designed for the mooring or storage of a single boat.

Terminal platform means that portion of a dock beginning at the point where the lateral width of the dock exceeds the maximum allowed width of the access walkway or provision is made for mooring boats. The terminal platform shall be designed for the mooring and launching of boats, or other water-dependent activities.

Sec. 48-31. - Application process.

(a) Permit and review. Any person desiring to construct a new dock, repair an existing non-conforming dock or add to an existing dock, regardless of whether it is made of wood or another material, within the city shall first apply for a permit to the city. The City shall determine for a pre-existing dock, whether a permit for repair is necessary under sec. 48-34 below. The city shall review the application for completeness and sufficiency as to whether all data, documentation, and materials required herein are provided and shall contact the applicant if the application fails to meet any of the requirements set forth in this section. After an application has been deemed complete and sufficient by the City, the City shall perform a site review of the proposed dock location.

(1) City's administrative review fees. Application fees shall be in accordance with the city fee schedule. The administrative review fee does not include the City of Belle Isle building permit's processing fee.

(2) Application. The applicant shall submit a completed city dock application, a survey and five sets of plans showing the proposed dock. The application shall be available in the city hall office.

(3) The survey of the property, performed within the last three (3) years, shall be a boundary survey signed and sealed by a surveyor holding a current license with the State of Florida and certifying to the applicant and the City accuracy of the information listed below. A survey greater than three (3) years old may be submitted if it includes an affidavit by the owner stating there is no change to the information in the survey.

- (i) Lot lines or boundaries of the upland area;
- (ii) Location, date and elevation of the edge of water;
- (iii) Location of any wetlands vegetation both upland or aquatic;
- (iv) Any fences, docks, bulkheads, seawalls, ramps, buildings, paths or walkways or any structure on the upland and lake area;
- (v) The NHWC line across the property;
- (vi) The location of Elevation 79.5 (NAVD 1988) of the lake bottom within ten (10) feet of the proposed dock;
- (vii) The location of Elevation 80.0 (NAVD 1988) contour of the lake bottom within ten (10) feet of the proposed dock.

(4) The plans shall include a scale drawing(s) signed and sealed by a professional licensed professional engineer or architect and accompanied by five (5) copies that provide accurate information as to each of the following elements:

- (i) An arrow indicating the northerly direction and an indication of the scale to which the drawing was prepared. All drawings must be drawn utilizing an industry standard engineering scale;
- (ii) The dimensions of the property, and the length and location of the proposed dock, or dock addition, as measured from the NHWC to the point most waterward of the NHWC, and identify the licensed contractor who will be installing or constructing the improvements;
- (iii) The exact distance between the shoreward end of the proposed dock and two permanent objects (e.g., house, tree) to be used as reference points;

(iv) The exact distance of setbacks from adjacent property lines and projected property lines to the nearest portion of the proposed dock and mooring area, and an approximation of the distance from the closest dock on each side of the property;

(v) The deck and roof elevation of the proposed dock, boathouse or other structure connected to the dock;

(vi) Location of any water lines, electrical outlets or sources, hose bibs;

(vii) All items of the survey in (3) above; and

(viii) Location of lifts, hoists, mooring pilings and mooring areas of any boat.

(5) Building permit. Following the approval by the city of a dock application, the applicant is also required to obtain a building permit from the City of Belle Isle building department prior to commencing construction. In the event electricity is run to the dock, the proper electrical permit must also be obtained from the City of Belle Isle building department.

(6) Each dock length will be measured perpendicularly from the NHWC to the most waterward point on the dock. A distance from two fixed objects or structures on each lot shall be referenced on the dock permit application plans.

(b) Commencement and completion of construction. All construction must be commenced, or completed, or both, within the guidelines established by the City of Belle Isle building department. The applicant is responsible for all fees associated with the procurement of the necessary permits.

(c) The approved permit is valid for one year from the date of the application.

Sec. 48-32. - Design criteria.

(a) Dock applications shall be reviewed under the following design criteria:

(1) Setbacks. Private docks shall have a minimum side setback of five (5) feet from the projected property lines of all abutting waterfront properties. Public and Semi-private docks shall have a minimum side setback of twenty-five (25) feet from the projected property lines of all abutting waterfront properties. For purposes of setback, the terminal platform includes any moored boats or intended boat mooring area. Any reduction from the minimum side setback will require a variance.

(2) Length. The lakeward end of the terminal platform shall be allowed to project to the greater of:

(i) Where the lake bottom has an elevation of 79.5 (NAVD 88);

(ii) 15 feet lakeward of the point where the lake bottom has an elevation of 80 (NAVD 88); or

(iii) 40' from the NHWC

(3) Total area. The terminal platform of the dock collectively may not exceed the square footage of ten times the linear shoreline frontage for the first 75 feet of linear shoreline frontage and then five times the linear shoreline frontage for each foot in excess of 75 feet thereafter, and the total of each when combined shall not to exceed a maximum of 1,000 square feet. A maximum terminal platform area of 400 square feet shall be allowed for properties with less than 40' of linear shoreline frontage. The area for the docking and mooring of boats and other appurtenances is included in the terminal platform area calculation

(4) Height. Except for floating docks, the minimum height of dock decks shall place them one foot above the NHWE of Lake Conway. The maximum height, which is to be measured from the top of the structure, shall be 14 feet above the NHWE of Lake Conway.

(5) Access Walkway. Access walkways shall be a minimum of four and a maximum of five feet in width. The area for a walkway shall not be included as part of the total area for the dock.

(6) Number and location of docks:

(i) No dock shall be allowed to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location for the dock or dock addition without a variance.

(ii) No dock construction permit shall be issued on a lot or combination of lots that does not have a principal structure first located thereon.

(iii) Only one dock per principal structure that is located on a lot or combination of lots shall be allowed on any such lot or combination of lots.

(iv) Dock(s) that are privately owned or attached to private property shall only be permitted on lots or combinations of lots zoned or used for residential purposes, and no docks shall be permitted on any lot or combination of lots used for agricultural, commercial, professional-office and/or industrial purposes. If the permit is for a combination of lots, the dock shall be built on the lot where the principal building is located.

(v) Dock(s) that are semi-private or owned by a homeowners association (HOA) or governmental agency shall be adjacent to and attached to upland property that is semi-private or owned by the HOA or public agency. These docks shall be exempt from the provisions of subsection 6 (ii) of this section so long as the HOA, public agency, or other relevant owner owns the attached upland property and is the applicant. Only one dock

per parcel may be located on the property. The term "parcel" as used in this subsection (v) shall mean all contiguous property owned by a HOA or by a public entity.

vi) All dock(s) shall be permanently affixed to the lake bottom, and shall be subject to the provisions of this article.

vii) A floating structure, unless it is associated with a permanent dock, shall be considered a separate dock subject to all provisions of this article.

viii) A floating structure shall be considered to be associated with a dock, if it is installed within the boat slip area, is attached to the dock, or is immediately adjacent to a side of the dock. In no case shall any floating structure extend the permitted length of a dock or extend into the side yard setback, or violate other relevant restrictions.

ix) Notwithstanding any other regulation to the contrary, no dock shall extend across more than 50% of the linear shoreline frontage. The linear shoreline frontage shall be measured in a straight line between the two outermost property corners at the NHWC.

(b) Dock or Boathouse on canal lot:

(1) Boathouses and docks on canal lots are subject to this article and the additional requirements of this subsection (b), notwithstanding that the lots along the canals interconnecting with Lake Conway within the city were platted and accepted by the city under the premise that these lots would serve as lake access for the residents of the associated parcel.

(2) Docks on canals are limited to the edge of the canal, and only if the proposed dock does not impede or restrict the boat traffic in the canal.

(3) The length, size and location of a Dock on a canal are further limited to no more than a width of 14 feet along the canal frontage if boat traffic in the canal is not impeded or restricted by the proposed Dock.

(4) A navigable travel way of 15' width along the axis (center) of the canal shall be maintained between all docks and potential docks.

(c) Restrictions. All docks are subject to the additional restrictions below:

(1) No dock or work for or on a dock shall be within areas which constitute easements for ingress or egress, or for drainage held by individuals or the general public.

(2) No flat roofs. Minimum roof pitch (slope) is 2:12; Maximum roof pitch (slope) is 5:12.

(3) No structure having enclosed sidewalls shall be permitted on any dock. The term "enclosed" shall include, by way of example but not by limitation, plastic, canvas and other screening enclosures, chain link and lattice fencing, or any form of paneling. For the purposes

of this section, a power curtain canvas, boat lift canopy skirt, retractable canopy curtain, or any other similar product made for the protection of a boat will not be considered as a dock enclosure.

(4) Under no circumstances shall a dock be used, permitted or occupied as living quarters, or as a bunk house, enclosed recreational use, or for any other non-water related use.

(5) Storage lockers shall not exceed 30 inches in height above the deck and 67 cubic feet of volume. Storage lockers on a dock shall not be used to store boat maintenance and/or repair equipment and materials, fuel, fueling equipment, and hazardous materials or hazardous wastes. Storage lockers are prohibited on semi-private or publicly owned docks.

(6) Any permit to place, locate, extend, expand, use or otherwise construct a dock, whether along Lake Conway or any canal or any other water body within the City, is subject to and shall not be construed as inconsistent with any law or regulation of the State of Florida or the United States. In addition, in granting or denying any application under this article the City may consider whether the proposed construction or activities would create unreasonable interference with the riparian or littoral rights of one or more nearby property owners, or the general public, as determined by the City in its discretion. As used in this subsection (6), "unreasonable interference" shall include but not be limited to situations in which a proposed structure or activity would impede access to, ingress to, or egress from the relevant body of water by boaters, swimmers, and others with a right to utilize the water body; encroaches upon, intersects, or otherwise interferes with commonly traveled boat routes or established watercraft channels; creates an unusual configuration of the shoreline that restricts boating access within navigable sections of the waterway; unreasonably impairs the view of the water body from one or more other waterfront properties; or otherwise unreasonably impairs or encroaches upon a riparian or littoral right held by one or more property owners or the general public under the law. Notwithstanding the foregoing, the City does not represent or guarantee that a dock or other permitted activity under this article will not affect a riparian or littoral right held by a property owner or the public, which rights are by law subject to local government regulations such as those contained in this article, and the City disclaims to the extent consistent with the law any liability for claims related to such.

Sec. 48-33. – Dock Variances.

(a) In the event the applicant wishes to construct, expand, extend, or repair a dock, or conduct any other activity not meeting one or more of the criteria or requirements described in section 48-32, a variance application must be made for hearing by the Belle Isle Planning and Zoning Board. Application fees shall be in accordance with the city fee schedule.

(b) The board shall not approve an application for a variance unless and until each of the following criteria have been met:

(1) The dock shall not create conditions hazardous to navigation nor any safety hazards;

(2) The location and placement of the dock shall be compatible with other docks in the area, and the NHWC of the lake;

(3) The current level of the lake shall not be a factor in deciding whether to approve or deny a variance

(4) The application does not confer a special benefit to the landowner over and above the adjoining landowners and does not interfere with the rights of the adjoining property owner to enjoy reasonable use of their property; and

(5) The requirements of subsection 42-64(1) Variances except for subsection 42-64(1)d (hardship).

Sec. 48-34. - Dock maintenance and repair and minor modifications.

(a) *Dock maintenance and repair, responsibility of property owner.* The owner of property on which a dock is located is responsible for maintaining a dock in safe and useable condition. Every dock and associated structures shall remain adequately supported, not create debris or obstructions, and shall be maintained in sound condition and good repair, so as to prevent negative impact on adjacent properties or waterway use and recreation.

(b) *Maintenance and repair of docks.* When maintenance and repair of docks involves the repair or replacement of pilings or other portions of the dock at or below the water surface, or of any roofed structure, the permit holder shall submit an application for a permit pursuant to section 48-31 of this article. Maintenance or repair of the deck surface of a dock that does not involve activity at or below the water surface, or of any roofed structure, is allowed without notice or permit, except that all such maintenance and repair activities must maintain the original design and original footprint of the dock and structures located on such dock or associated therewith.

(c) *Nonconforming "grandfathered" docks.* A dock that was duly permitted and authorized by the County when under County jurisdiction, or duly permitted and authorized by the City under and that complied with a previous version of the City's dock regulations, which dock does not conform with the City's current dock regulations under this article, shall be considered a "grandfathered" dock and shall be an authorized legally non-conforming structure. Except for maintenance and repair activities allowed by this article, the expansion or modification of a legally non-conforming (or "grandfathered") dock is not permitted except in situations where: (i) the dock is brought into conformance with the then current dock regulations of this article, or (ii) the city determines that the dock will be modified in such a way as to substantially decrease or mitigate the dock's non-conformity with the current dock regulations of this article. However, when a grandfathered dock is damaged or requires any maintenance or repairs, the costs of which equal or exceed 75 percent of the then current cost to reconstruct the dock, such maintenance or repair shall not be permitted unless the dock is brought into compliance with the current regulations under this article and any other relevant City regulation.

(d) *Minor modifications to permitted docks.* Minor modifications to all existing docks must be approved by the city. The applicant must submit a request for the proposed deviation change

or modification to the original site plan to the city manager for consideration. Additional information may be requested from the applicant in order to complete the review. Minor modifications must comply with the provisions of this article. Any modification that may require a variance or waiver of any provision of this article shall not be considered a minor modification. Any modification that increases the size of the terminal platform or increases the horizontal or vertical footprint of the dock shall not be considered a minor modification. The city manager may require notification of abutting waterfront property owners of the application for minor modification. City approval or disapproval shall include a statement regarding requirement or no requirement for a permit.

(e) When repair of an existing dock is subject to a new permit by the City, an applicant shall provide to the City the prior dock permit and survey whether issued by Orange County or the City. The City shall determine whether or not the proposed repair necessitates a permit under this section. The applicant shall have the burden of proof to show the dock preceded any dock regulation of Orange County or the City or provide the prior permit and survey for the dock.

Sec. 48-35. - Violations; penalties; enforcement.

(a) It shall be unlawful for any person to violate any provision of this article, or any provision of any resolution enacted pursuant to the authority of this article. Any person who violates this chapter, or any provision of any resolution enacted pursuant to the authority of this article, may be prosecuted in accordance with Chapter 14 of the Belle Isle code.

(b) In addition to the enforcement and penalty provisions provided in Chapter 14, the city may avail itself of any other legal or equitable remedy available to it, including without limitation, injunctive relief or revocation of any permit involved.

(c) Any person violating this article shall be liable for all costs incurred by the city in connection with enforcing this article or any provision of any resolution enacted pursuant to this article, including without limitation, attorneys' fees and investigative and court costs.

(d) If the code enforcement officer determines that construction is occurring without prior approval or not in accordance with these regulations, the code enforcement officer shall promptly issue a written notice of violation to the applicant and/or designated contractor. The notice of violation shall include a description of the site where the violation has occurred, cite the provisions of these regulations, general or special laws which have been violated, and set forth the remedial action required by the city. Such remedial action may include submittal of revised drawings, reapplication for a permit, double the permit fee, removal of dock, and administrative and civil penalties.

SECTION 4. Codification. This Ordinance shall be incorporated into the Land Development Code of the City of Belle Isle, Florida. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or the Land Development Code may be freely made.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

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

FIRST READING: _____, 2018

SECOND READING: _____, 2018

ADOPTED this ____ day of _____, 2018, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL
CITY OF BELLE ISLE

Lydia Pisano, Mayor

ATTEST:

Yolanda Quiceno, City Clerk



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

Meeting Date: May, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Lake Conway Shores Storm Water Project

Background: Lake Conway Shores has had a long standing problem with flooding during periods of intense rain. In February 2017, the City sought proposals for having this problem resolved. The contractor (Shenandoah Construction) gave a price, at that time, of \$117,000 to complete the project. The project was put on hold in June 2017 because the summer rains would make it difficult to complete. It was agreed upon by the City and the contractor that the project would resume in February 2018 during the drier months. The Contractor agreed to hold their price on the project (\$117,000). During that time, the City Engineer reviewed the project and made changes to the project because the City Manager and City Engineer did not believe that the original project provided a long term solution to the drainage problems. When the Contractor received the new plans, they notified the City that they were no longer interested in doing the project.

In order for this project to be completed before the rainy season or for hurricane season, the City, considering this an emergency situation, contacted Price Construction, Inc. to provide a cost of the work. Price Construction is a local contracting firm that has done reliable projects for the City in the past at a fair and competitive cost. After several meetings on-site with the City Manager and City Engineer, and the complexities of the project after seeing the situation underground, Price Construction submitted a project estimate of \$594,380. The project can be broken in phases; Phase 1 - \$294,380; Phase 2 - \$205,000; Phase 3 - \$95,000.

After speaking with the Engineer and looking at the area again, the drainage plan was revised and we asked the contractor, Price Construction, to submit another bid. The bid came in at \$396,372, a decrease from the previous bid of \$198,008 which is more manageable for the City. The residents of Lake Conway Shores waited a long time for this project to be built to resolve their storm water issues.

Staff Recommendation: Council approves the bid for \$396,372

Suggested Motion: I move that we approve the bid of Price Construction in the amount of \$396,372 for the Lake Conway Shores Storm Water Project.

Alternatives: Do not approve the increase in funding, put this project on hold for another year and direct the City Manager to solicit for other bids to the project, or solicit bids for the original project

Fiscal Impact: Additional \$219,372 from the Storm Water Fund which will delay some other projects until next budget year.

Attachments: Bid of Price Construction

Price Construction, Inc.
P.O. Box 590062
Orlando, Florida 32859
Phone 407 857-7416
Fax 407-857-2111

Certified General Contractor
CGC# 047177
Cell 407 509-6555
Ppriceinc92@gmail.com

Project: Lake Conway Shores
Jade Circle
Belle Isle, Florida 32812

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REVISED
Date: 4-16-2018

We hereby propose to Furnish all Equipment, Labor and Materials for the completion of the following per Plans by Harris Civil Engineers, dated April 6, 2018;

All Survey and Layout for Entire project

Remove existing D-2 MH Structure top slab and Install New D-2 MH Structure top slab with two rings and covers in place of existing grate

Install new 15" Storm piping from D-2 to New D-30 curb inlet

Install New 15" RCP piping from D-30 curb inlet across Jade Circle to New D-31 curb inlet

Install New 15" RCP piping across Jade Circle to New D-12 Inlet

Remove Existing Concrete Driveway approach at 5269, 5263, 5250, 5244, 5232, 5226, 5220, 5214, 5208, 5211, and lot 43 & 53. Re-pour New Concrete Driveway approach (approach is to be 6" in thickness)

Remove existing concrete sidewalk and re-pour new concrete sidewalk per plans (New sidewalk is to 4 inches in thickness)

Install New F-curb as shown at Structures D-30 and D-31

Install New Paving at 1 street crossings where New Storm piping was installed

Re-Pave sections of Roadway that are disturbed and torn up to allow for New Curbing to be installed (These will be spot patches not full width Road paving)

Re-grade existing swale areas shown on plans to New elevations

Re-pair all Irrigation in Right-away disturbed by Construction at each Homeowner location

Re-sod all disturbed areas (Sod is to match existing)

Remove existing chain link fence on the west side of Pump station to allow construction to be done

Remove existing settled concrete slab on the West side of Pump station

Excavate down on existing 36" Storm line and remove approximately 32 In. ft. of existing 36" storm pipe (32 In. ft. of pipe will be from pump station towards lake)

Install new Structure onto existing 36" Storm pipe where piping has been removed (Structure is to be 4' x 6'6" inside dimension with a H2O rated hatch cover for accessibility)

Install New 36" Storm piping from New structure back to pump station

Install New 36" Inline check valve

Remove all existing silt and debris inside pump station to allow for the Existing Weir wall to be removed

Remove existing Weir wall inside pump station (wall is to be removed down to elevation that will be supplied by Engineer)

Re-grade all disturbed area

Re-sod all disturbed areas

Replace concrete slab that was removed to allow for new piping to be installed

Replace existing chain link fence back to original state

Remove and replace Existing Concrete Driveway and approach (New concrete is to be 6" thick)

Price Construction Inc
P.O. Box 590062
Orlando, Florida 32859
Phone 407 857-7416
Fax 407 857-2118

Certified General Contractor
CGC#047177
Cell 407 509-6555
Ppriceinc92@gmail.com

Project: Lake Conway Shores
Jade Circle
Belle Isle, Florida 32812

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Includes all MOT Required
Includes all Testing required (Density and Compaction)
Includes all Erosion Control Required (Silt Fence, Hay bales, etc.)
Includes all Dewatering needed to complete work

Does Not include any Permits
Does Not include any lining of the existing Storm Pipe

Total Amount for work of Entire Project \$396,372.00



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

Meeting Date: May , 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Rezone of Wallace Field

Background: The current zoning of Wallace Field is residential (R-1-AA). Opinions have been expressed by the City Council that this parcel should be added to the City's inventory as Open Space (Park or Recreational). The City Council does not have a desire to sell the property or use it for housing. The City Manager is requesting the Council file an application to change the zoning from residential to open space.

In the April 24, 2018 P&Z Board Meeting, the Board reviewed the rezoning application submitted by the City of Belle Isle to rezone the Wallace Street Property from R-1-AA residential to Open Space. The Board voted to recommend approval of rezone and the accompanying ordinance, Ordinance 18-03.

Staff Recommendation: Read Ordinance 18-03 for the first time

Suggested Motion: I move that we read Ordinance 18-03 for the first time by title only.

Alternatives: Leave the property as residential

Fiscal Impact: None to Rezone

Attachments: OS Ordinance 18-03

SECTION 1. The property located on E. Wallace Street, Belle Isle, Florida, being more particularly described as PARCEL NUMBER 24-23-29-8977-00-021 more particularly described in Exhibit "A", Legal Description, is hereby rezoned from SINGLE-FAMILY DWELLING DISTRICT (R-1-AA) to OPEN SPACE (OS).

SECTION 2. Severability. If any word, phrase, sentence, clause or other portion of this Ordinance is determined to be invalid, void or unconstitutional, the remainder of this Ordinance shall remain in effect.

SECTION 4. Effective date. This Ordinance shall take effect immediately.

First Reading held this 1st day of May, 2018

Second Reading held this 15th day of May, 2018

Advertised for Second Reading on the 5th day of May 2018.

	YES	NO	ABSENT
Ed Gold	_____	_____	_____
Anthony Carugno	_____	_____	_____
Jeremy Weinsier	_____	_____	_____
Mike Sims	_____	_____	_____
Harvey Readey	_____	_____	_____
Jim Partin	_____	_____	_____
Sue Nielsen	_____	_____	_____

LYDIA PISANO, MAYOR

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ATTEST: _____
Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality Kurt Ardaman, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I, Yolanda Quiceno, CITY CLERK of the City of Belle Isle do hereby certify that the above and foregoing document ORDINANCE 18-03 was duly and legally passed by the Belle Isle City Council, in session assembled on the _____ day of _____ 2018, at which session a quorum of its members were present.

Notary Yolanda Quiceno, CMC-City Clerk

Exhibit "A"

ADDENDUM

Borrower: The City of Belle Isle	File No.: 16-1139	
Property Address: Lot 2 Wallace Street	Case No.:	
City: Belle Isle	State: FL	Zip: 32809
Lender: The City of Belle Isle		

Legal Description

WALLER SUB 26/105 PART OF LOT 2 DESC AS BEG SW COR OF SAID LOT 2 TH RUN N00-07-50E 300 FT
S89-55-55E 359.92 FT S04-13-30W 300.39 FT S90-00-00W 338.47 FT TO POB

Michael and Patricia Hafley

1307 E Wallace St
Belle Isle, FL 32809
727-687-2518

April 15, 2018

Belle Isle City Council

Dear Councilpersons, Mayor and City Manager,

We have contracted with our neighbors Jeff and Hilary Maull for them to purchase a .46 acre segment of our property, located at 1303 E Wallace St. The portion we plan to split is contiguous to the Maull's home located at 1130 Waltham Ave. and adjacent to the north west boundary of the Wallace park property. This will bring their property to appx 1.2 acres and reduce ours to appx. .90 acres. It will "square" up both properties.

This segment of our property has far more use and value to the Maull's due to it's proximity to their home and odd placement to ours. This will also give them a buffer between their house and the park. The thin narrow strip has been added to include a beautiful old oak tree.

This piece has been maintained by Jeff. The Maull's ongoing desire to purchase goes back to when Betty Hafley and her brother Frank Guernsey owned the property many years ago. Betty and Frank never got around to it before dying in their 90's. When we inherited the property and moved up here we began a dialogue with Jeff and Hilary to make it happen.

Due to the fact that our property and theirs have both been in the families for many decades, a survey took many months to accurately plot and illustrate. This was started last summer and was just completed and delivered to us a week ago.

The Maull's goal is to combine this with their existing parcel and enhance it with landscaping, fencing and maybe a pool in the future. This parcel will not require a separate ingress/egress due to access to their home from Waltham.

Thank you,

Michael and Patti Hafley





Rick Singh CFA Orange County Property Appraiser Florida

Base map

Layers

Foreclosure

Sales

Parcel Search

Legend



help

Identify

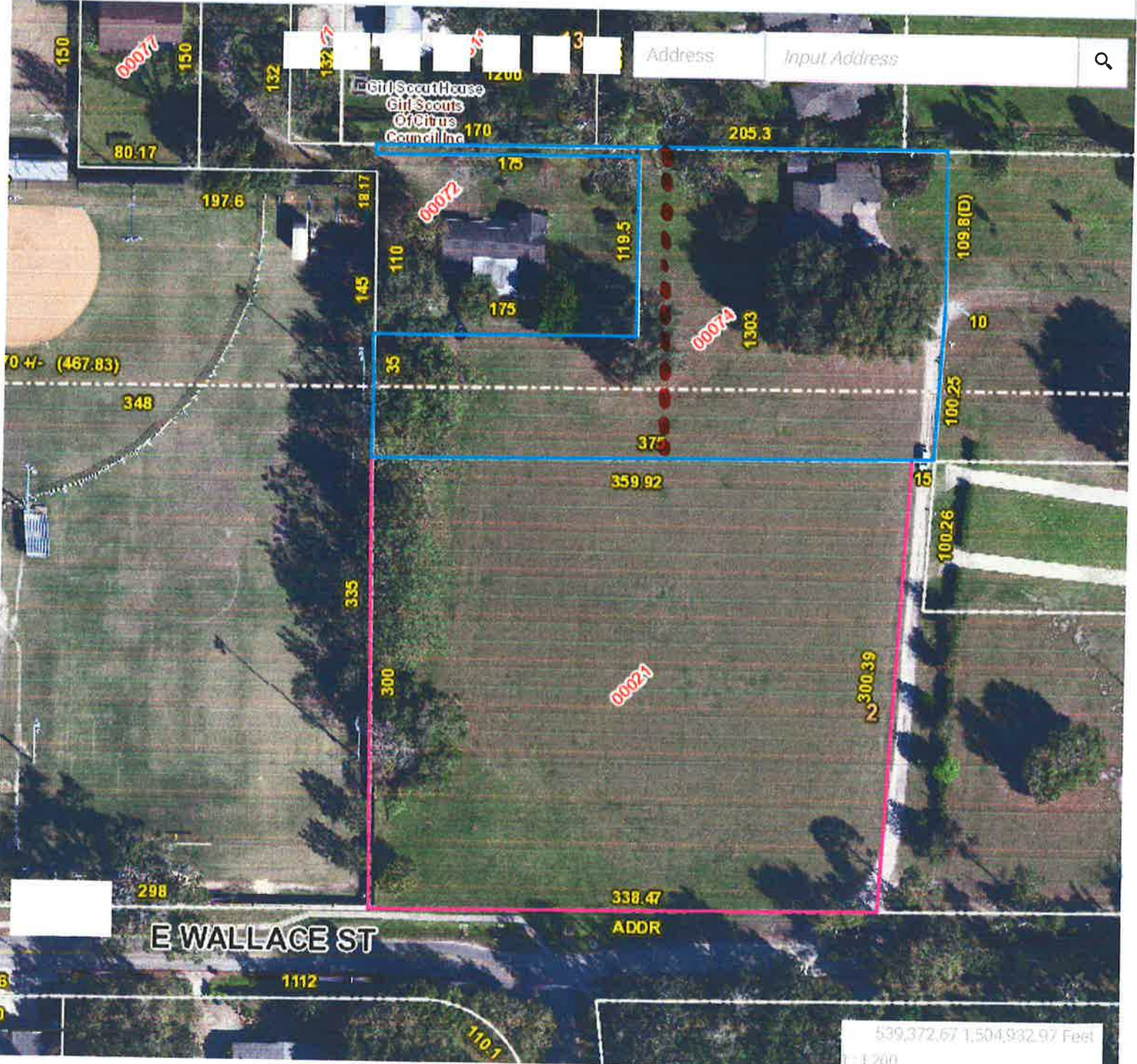
OCA Tools

Custom Print

Trending

Feedback

Parcel Themes





RICK SINGH, CFA - ORANGE COUNTY PROPERTY APPRAISER

- [Searches](#)
- [Sales Search](#)
- [Results](#)
- [Property Record Card](#)
- [My Favorites](#)

[Sign up for e-Notify...](#)

1303 E Wallace St < 24-23-29-3400-00-074 >

Name(s)
Michael K Hafley And Patricia N Hafley Trust
 Mailing Address On File
 1307 E Wallace St
 Belle Isle, FL 32809-5179
[Incorrect Mailing Address?](#)

Physical Street Address
 1303 E Wallace St
 Postal City and Zipcode
 Orlando, FL 32809
 Property Use
 0103 - Single Fam Class III
 Municipality
 Belle Isle



[View 2017 Property Record Card](#)

- [Property Features](#)
- [Values, Exemptions and Taxes](#)
- [Sales Analysis](#)
- [Location Info](#)
- [Market Stats](#)
- [Update Information](#)

2018 values will be available in August of 2018.

Property Description

[View Plat](#)

9855/7233 ERROR IN LEGAL DESC-- SUB OF HARNEY HOMESTEAD C/53 THE S 35 FT OF LOT 7 (LESS W 467.83 FT) & N 65 FT OF LOT 10 (LESS W 763 FT) N 119 1/2 FT OF S 154 1/2 FT OF LOT 7 (LESS W 642.83 FT) & LAND TO LAKE (LESS TRIANGLE IN NE COR AS PER CLKS NO 148906 WELLS) & (LESS FROM SW COR OF LOT 10 RUN E 763 FT N 300 FT E 375 FT FOR A POB TH E 399.5 FT N DEG E 100.5 FT N 59 DEG E 19.46 FT N 59 DEG E 30.84 FT N 57 DEG W 174.10 FT W 298.13 FT S 109.8 FT S 10 FT S 10 FT S 4 DEG W 100.25 FT TO POB)

Total Land Area 57,663 sqft (+/-) | 1.32 acres (+/-) [GIS Calculated](#) [Notice](#)

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	R-1-AA	1 LOT(S)	working...	working...	working...	working...

Page 1 of 1 (1 total records)

Buildings

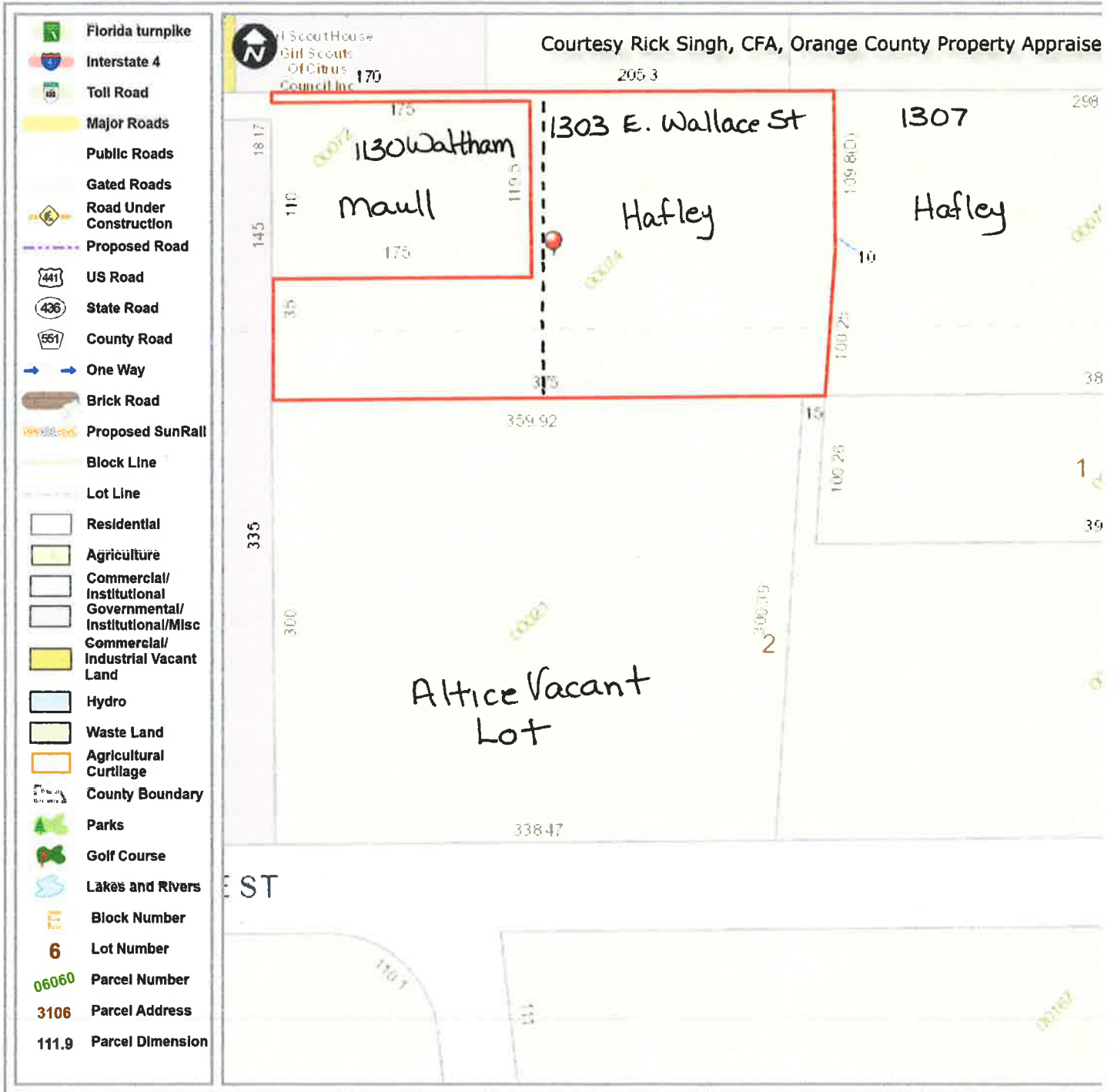
Important Information		Structure			
	Model Code: 01 - Single Fam Residence	Actual Year Built: 1960	Gross Area: 2138 sqft		
	Type Code: 0103 - Single Fam Class III	Beds: 3	Living Area: 1433 sqft		
	Building Value: working...	Baths: 2.0	Exterior Wall: Concrete/Cinder Block		
	Estimated New Cost: working...	Floors: 1	Interior Wall: Plastered		

Page 1 of 1 (1 total records)

Extra Features

Description	Date Built	Units	XFOB Value
There are no extra features associated with this parcel			

This Data Printed on 04/15/2018 and System Data Last Refreshed on 04/14/2018





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

Meeting Date: May 1, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: HVAC bid for Cornerstone Charter Academy (CCA)

Background: According to the lease that the City has with Cornerstone Charter Academy (CCA), the City, as landlord, is responsible for all exterior and structural repairs, including repairs of the roof, windows, sidewalks, parking and driveway areas, as well as repairs as may be required because of water entering the Premises from the roof or other parts of the building from causes not under the control of Tenant. We are also responsible to replace the HVAC system if necessary, provided Tenant has performed normal maintenance of said system. The school, as Tenant, has performed maintenance as required.

Two different engineering firms evaluated the HVAC systems and stated the systems need to be replaced for the Elementary and Middle Schools. The High School will need to be replaced in 2-3 years. TRANE, under contract with OCPS, also evaluated the systems and concurs with the Engineers' findings. Piggybacking off the OCPS contract, TRANE provided an estimate for the Elementary School and Middle School. The total Estimate is \$687,888.00. This estimate is in line with the Engineer's estimates for this work. Time is of the essence on this proposal because it takes about 10 weeks to manufacture the equipment. This puts the installation in late July.

Funding this project will be challenging. There are several options:

Option 1: Fund the project in phases by doing the Elementary School first, followed by the Middle school. The pro to this option is, of course, reduced cost in the short run; the cons are that the Middle School won't get new HVAC this budget year and the cost for the equipment will increase next year. I will have to ask TRANE for a new cost estimate but it should be about \$530,000. Funding would be a combination of Repair and Replacement Fund (\$250,000); and Debt Service Fund (\$300,000).

Option 2: Fund the entire project with a combination of Repair and Replacement Fund (\$250,000), the Debt Service Fund (\$300,000), and GF Reserve (\$140,000). With reimbursements for FEMA still not received, this would put our reserve at a critically low level. We anticipate that by June, most if not all, FEMA funds will be received.

Option 3: Fund the entire project with a combination of Repair and Replacement Fund (\$250,000), the Debt Service Fund (\$300,000), and Short Term Borrow (\$140,000). The short term borrow would be probably using the City's line of credit with the Bank and we would pay off the loan next budget year or when the remaining FEMA funds are received.

Staff Recommendation: Consider Option 3 as this will give us the most flexibility with the remaining funds and the cost over the long run will be less than if we phased the project.

Suggested Motion: I move that we accept the bid of TRANE in the amount of \$687,888 and authorize the City Manager and Finance Director to use the City's line of credit for the project.

Alternatives: Consider other options or not do the project until such time funds are available from the Debt Service Fund.

Fiscal Impact: \$687,888

Attachments: TRANE Bid



Trane Installation Proposal

Cornerstone Charter Academy



Installation Proposal For:

Bob Francis
City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809 U.S.A.

Local Trane Office:

Trane U.S. Inc.
2301 Lucien Way, Suite 430
MAITLAND, FL 32751

Local Trane Representative:

Chris St. John
Cell: 407-325-7123

Date: April 23, 2018



TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help City of Belle Isle provide energy efficient HVAC upgrades for the Cornerstone Charter Academy. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in the facility, and reduce energy costs.

We appreciate the effort from City of Belle Isle to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers installation service solutions. The City of Belle Isle can work with Trane under the Orange County Public Schools / Trane HVAC Service Agreement as a means to procure the enhancements.

As your partner, Trane is committed to providing retrofit services to help achieve a comfortable building environment for the students and faculty who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits City of Belle Isle should expect from this project are highlighted below.

- Newer / reliable HVAC rooftop units
- Energy Savings through improved equipment efficiencies
- Energy management control features to alert staff of system issues and alarms
- Remote access for Trane service teams to help with trouble shooting alarm management and diagnostics.

Trane appreciates the opportunity to earn your business. We look forward to partnering with City of Belle Isle and Cornerstone Charter Academy for your retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Very truly yours,

A handwritten signature in cursive script that reads "Chris St. John".

Chris St. John
Team Leader, Strategic Relationships



Prepared For:
Bob Francis
City of Belle Isle
City Manager

Date:
April 23, 2018

Job Name:
Cornerstone Charter Academy (CCA) – RTU INSTALLATION PROPOSAL

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Upon credit approval - Net 30

State Contractor License Number:
CMC1249848

Proposal Expiration Date:
30 Days

We are pleased to offer you this proposal for performance of the following replacement services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service / retrofit experience, coupled with the distinct technical experience of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Scope of Work – RTU Installation

"Scope of Work" and notations within are based on the following negotiated scope of work with City of Belle Isle, CCA and based on the site surveys performed in August & September of 2016 and April of 2018.

Scope of Work overview

Installation of Rooftop units and Zone Dampers (Equipment provided under a separate proposal)

- Rooftop HVAC unit installation
 - Remove existing units and properly dispose
 - Install new curb adapters and new RTUs
 - 8 RTUs and 1 split system on the ES roof
 - 7 RTUs and 1 split system on the MS roof
- Mechanical installation of zone dampers (36) on the first and second floor class rooms
- Trane factory start-up and commissioning of new units
- Trane Project Management will oversee all mechanical, electrical, crane, etc. aspects of this upgrade.

Permitting

- Permit Mechanical and Electrical - Permits for a "like for like" maintenance replacement
- Coordination of Road Closures with Belle Isle Police Department
 - Proposed lift plan is below

Electrical

- Disconnect Electrical service at each unit
- Disconnect and reconnect controls and fire alarm connections
- Remove and replace the lightning protection system (where applicable)
- Install new equipment disconnects
- Extend existing conduits and conductors to the new equipment



System Commissioning / Test and Balance

- Elementary School
 - Air flow measurements and set up for all supply air grills, outside air dampers and supply air fans
 - Confirm positive building pressure
- Middle School
 - Air flow measurement of main supply duct, outside air duct and return
 - Confirm positive building pressure

Crane and Rigging

- Multiple set up and lifts
- 40 ton crane
- 90 ton crane

Crane
Grove TMS500E
95' Main Boom at 42.3°
Base: 100% Outriggers
Counterweight: Heavy Pkg
65.0' Lift Radius (360°)
Crane Capacity at 65.0' = 4,700 lbs
There are no sling tensions to display.

Crane
Liebherr LTM1100-4.2
102.5' Telescopic Boom (T) at 47.4°
Base: 100% Outriggers (27.9' x 23.0')
Counterweight: 37,900 lbs
117' Lift Radius (360°)
Crane Capacity at 117' = 3,200 lbs
There are no sling tensions to display.

Crane
Grove TMS500E
95' Main Boom at 42.4°
Base: 100% Outriggers
Counterweight: Heavy Pkg
66.3' Lift Radius (360°)
Crane Capacity at 66.3' = 4,700 lbs
There are no sling tensions to display.

Crane
Liebherr LTM1100-4.2
102.5' Telescopic Boom (T) at 49.6°
Base: 100% Outriggers (27.9' x 23.0')
Counterweight: 37,900 lbs
111.8' Lift Radius (360°)
Crane Capacity at 111.8' = 3,800 lbs
There are no sling tensions to display.

Not Issued For Construction. For pre-planning only. Any copy, transfer or use of this lift plan constitutes the recipient's agreement to the terms and conditions of use published at www.allcrane.com/ALLliftplanDisclaimer.

Equipment disposal

- Recover refrigerant and properly dispose of the existing equipment

Middle School Equipment to be installed – provided under a separate proposal

Tag Data - 3-10 Ton R-410A PKGD Unitary Cooling Rooftop (Qty: 7)

Item	Tag(s)	Qty	Description	Model Number
B1	RTU-1, RTU-3, RTU-4, RTU-5, RTU-6, RTU-7	6	10 Ton High Eff	THC120
B2	RTU-2	1	4 Ton High Eff	THC048



Middle School Equipment to be installed – provided under a separate proposal

Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
D1	No Tag	1	2 Ton Unitary Split Systems	4TTR4024L

Elementary School Equipment to be installed – provided under a separate proposal

Tag Data - Packaged Cooling Rooftop Units (Qty: 8)

Item	Tag(s)	Qty	Description	Model Number
A1	OAU-1, OAU-2	2	17.5 Ton Morganizer	THD210
A2	RTU-2, RTU-3, RTU-4, RTU-6	4	17.5 Eflex	TZD210
A3	RTU-1, RTU-5	2	15 Ton Eflex	TZD180

Tag Data - Ductless Mini-Splits Systems (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
D1	No Tag	1	Ductless Mini-Splits Systems	4TXK--18A

Tag Data - VAV Round (Retrofit) Terminal Units (Qty: 36)

Item	Tag(s)	Qty	Description	Model Number
E1	No Tag	24	16" RIRO VAVs	VRRF16
E2	No Tag	3	14" RIRO VAVs	VRRF14
E3	No Tag	4	12" RIRO VAVs	VRRF12
E4	No Tag	5	10" RIRO VAVs	VRRF10

Installation services not included

- New breakers or upgrade of existing circuits
- Full engineered drawings or as-built drawings – this is a “like for like” equipment replacement
- ASHRAE 62 calculations or fresh air upgrades.
- Roofing repair work of any kind, if required (there are lots of existing areas on the roof that are suspect)
- Re-certification of the lightning protection system
- Fire alarm work other than disconnect / reconnect
- Proposal does not include "Premium Time" or Price Contingency therefor
- Road closure cost (no charge per Lisa @ Belle Isle Police Department).
- Any items or services not specifically listed are not included.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Release and Services rendered are dependent on receipt of Signed Agreement and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- We have included a structural engineering evaluation of the Elementary school roof and an allowance of \$10,000 for any additional structural modifications, if needed



Pricing and Acceptance

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

Cornerstone Charter Academy
Elementary & Middle School Buildings

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$210,293.00

We value the confidence you have placed in Trane and look forward to working with you.

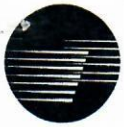
Very truly yours,

Chris St. John
Team Leader, Strategic Relationships

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Submitted By: Chris St. John	Cell: (407) 325-7123 Office: (407) 660-1111 Proposal Date: April 23, 2018
CUSTOMER ACCEPTANCE One Orange Development, LLC	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: CMC1249848



TRANE

Equipment Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

© 2016 Trane All rights reserved

Prepared For:

Bob Francis
City Manager
City of Belle Isle

Date: April 16, 2018

Proposal Number: H3-139919-3

Job Name:

Cornerstone Charter Academy
Elementary and Middle School

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Upon Credit Approval - Net 30 Days

Trane U.S. Inc. is pleased to provide the following EQUIPMENT proposal for your review and approval.

Tag Data - Packaged Cooling Rooftop Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	OAU-1, OAU-2	2	17.5 Ton Morganizer	THD210

Product Data - Packaged Cooling Rooftop Units

All Units

- DX cooling
- Downflow
- 208-230/60/3
- Reliatel
- 17.5 Ton
- High Efficiency
- Motorized outside damper 0-50% (Fld)
- Hinged panels/2" Pleated Filters Merv 8
- Air-Fi wireless communication interface
- Condensate overflow switch
- Wireless zone sensor (Fld)
- 10 year compressor warranty
- 5th year labor warranty
- 5th year parts warranty

Tag Data - Packaged Cooling Rooftop Units (Qty: 6)

Item	Tag(s)	Qty	Description	Model Number
A2	RTU-2, RTU-3, RTU-4, RTU-6	4	17.5 Ton Eflex	TZD210
A3	RTU-1, RTU-5	2	15 Ton Eflex	TZD180

Product Data - Packaged Cooling Rooftop Units

All Units

- DX cooling
- Downflow
- 208-230/60/3
- Reliatel
- 36kW Electric heat
- Economizer Dry Bulb 0-100% with barometric relief
- VAV w std motor w shaft ground ring
- Through the base access
- Hinged panels/2" Pleated Filters Merv 8
- Air-Fi wireless communication interface
- Condensate overflow switch
- Wireless zone sensor (Fld)
- Curb Adapter with wind load ratings (Fld)
- 10 year compressor warranty
- 5th year labor warranty
- 5th year parts warranty

Tag Data - 3-10 Ton R-410A PKGD Unitary Cooling Rooftop (Qty: 7)

Item	Tag(s)	Qty	Description	Model Number
B1	RTU-1, RTU-3, RTU-4, RTU-5, RTU-6, RTU-7	6	10 Ton High Eff	THC120F
B2	RTU-2	1	4 Ton High Eff	THC048

Product Data - 3-10 Ton R-410A PKGD Unitary Cooling Rooftop

All Units

- DX cooling
- High efficiency
- Convertible configuration
- 208-230/60/3
- Microprocessor controls 3ph
- Motorized OA damper 0-50% 3ph
- Hinged panels/2" Pleated Filters
- Through the base 3 ph
- Non-fused disconnect 3 ph
- Powered convenience outlet
- Air-Fi wireless communication interface
- Condensate Drain Pan Overflow Switch
- Wireless zone sensor (Fld)
- Curb Adapter with wind load ratings (Fld)
- 10 year compressor warranty
- 5th year labor warranty
- 5th year parts warranty

Item: B1 Qty: 6 Tag(s): RTU-1, RTU-3, RTU-4, RTU-5, RTU-6, RTU-7

- 10 Ton
- 18 kW @240,480,600 derate to unit voltage

Item: B2 Qty: 1 Tag(s): RTU-2

- 4 Ton
- 12 kW @240,480,600 derate to unit voltage

Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	No Tag	1	2 Ton Unitary Split Systems	4TTR4024L1-----0-TAM4A0A24S21E

Product Data - Split System Air Conditioning Units (Small)

Item: C1 Qty: 1

Split System Cooling Outdoor Unit
 2 Ton Nominal Cooling Capacity
 200 - 230 Volt 1 Phase 60 Hertz
 5 year parts and labor warranty
 10 year compressor parts warranty

2 Ton air handler
 2.0 ton to 2.5 ton airflow
 208-230/1/60
 5 year parts and labor warranty

Tag Data - Ductless Mini-Splits Systems (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
D1	No Tag	1	Ductless Mini-Splits Systems	4TXK--18A10N0C-4MXW--18A10N0C

Product Data - Ductless Mini-Splits Systems

Item: D1 Qty: 1

High Wall Outdoor Unit - (R-410A)
 Outdoor Unit
 Heat Pump Inverter
 Single Refrigerant Port
 18000 Btu/h
 208-230/60/1
 - High Wall Indoor Unit - (R-410A) -
 Indoor Unit
 Heat Pump Inverter
 High Wall Unit
 18000 Btu/h
 208-230/60/1
 Wired Controller (Fld)

Tag Data - VAV Round (Retrofit) Terminal Units (Qty: 36)

Item	Tag(s)	Qty	Description	Model Number
E1	No Tag	24	16" RIRO VAVs	VRRF16
E2	No Tag	3	14" RIRO VAVs	VRRF14
E3	No Tag	4	12" RIRO VAVs	VRRF12
E4	No Tag	5	10" RIRO VAVs	VRRF10

Product Data - VAV Round (Retrofit) Terminal Units

All Units

Round single duct terminal
 UC210 DDC-Basic - cooling only
 120/24 volt transformer
 Disconnect switch
 Horizontal airflow
 Air - Fi Wireless Communication Module
 Trane Air-Fi - WCS-SD (display)
 Duct temperature sensor (Fld)
 Standard actuator
 5th year labor warranty
 5th year parts warranty

- **Item: E1 Qty: 24** - 16" inlet size, 4000 cfm (406mm inlet, 1888 l/s)
- **Item: E2 Qty: 3** - 14" inlet size, 3000 cfm (356mm inlet, 1416 l/s)
- **Item: E3 Qty: 4** - 12" inlet size, 2000 cfm (305mm inlet, 944 l/s)
- **Item: E4 Qty: 5** - 10" inlet size, 1400 cfm (254mm inlet, 661 l/s)

Notes / Clarifications:

- 1) This is an Equipment only proposal.
- 2) If not specifically listed in the above, extra filters, extra belts, extra sheaves, external isolation, refrigerant line sets, expansion valves, refrigerant specialists, installation, start-up or any other items or services that is not specifically listed are not included.
- 3) Some of the above equipment is specialized and designed for 100% outside air applications. Production lead time for that equipment are 8-10 weeks plus shipping from the approved submittal. Other equipment will have a 3-5 week production lead time plus shipping.

Total Net Price (Excluding Sales Tax).....\$358,085.00

Optional ADP – Prepay discount for payment in full by May 1, 2018..... - (\$4,700.00)

Very truly yours,



Chris St. John
 Team Leader, Strategic Relationships
 2301 Lucien Way, Suite 430
 Maitland, FL 32751
 Phone: (407)325-7123

This proposal is subject to the attached Trane Terms and Conditions.

Submitted By: Chris St. John	Proposal Date: April 16, 2018
CUSTOMER ACCEPTANCE Cornerstone Charter School	
Authorized Representative	TRANE ACCEPTANCE Trane U.S. Inc.
Printed Name	Authorized Representative
Title	Printed Name
Purchase Order	Signature Date
Acceptance Date:	License Number: CM-C125807

**Prepared For:**

Bob Francis – City Manager
City of Belle Isle

Job Name:

Cornerstone Charter Academy - Controls

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Date:

April 23, 2018

Payment Terms:

Net 30

Proposal Expiration Date:

30 Days

Scope of Work – Building Automation System

“Scope of Work” and notations within are based on the site surveys performed on August & September of 2016 and April 2018.

Controls systems and equipment provided for Elementary School

- Provide and install (1) Tracer SC building controller and enclosure
- Provide and install (4) Air-Fi wireless area coordinators
- Provide BAS connection to (6) RTUs to enable monitoring and control
- Provide BAS connection to (2) OA units to enable monitoring and control
- Provide and install (36) Trane VAV retrofit controllers

Controls systems and equipment provided for Middle School

- Provide and install (1) Tracer SC building controller and enclosure
- Provide and install (2) Air-Fi wireless area coordinators
- Provide BAS connection to (7) RTUs to enable monitoring and control
- Provide and install (18) Trane Air-Fi zone sensors

Controls systems and equipment provided for Campus

- Provide and install (1) Tracer Ensemble BAS front end server and software
- Provide and install (2) Ensemble Licenses for each SC controller

Controls systems services included

- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming
- Control System Graphics
- Owner Training – 1st year service agreement

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- Owner to provide requires IP addresses and coordination for VPN remote Trane network access



Pricing and Acceptance

Bob Francis
 City Manager
 City of Belle Isle
 1600 Nela Avenue
 Belle Isle, FL 32809 U.S.A.

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$ 119,510.00

Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Total Potential ADP Discount for this project\$ 1,500.00

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Chris St. John	Cell: Office: (407) 660-1111 Proposal Date: April 23, 2018
CUSTOMER ACCEPTANCE City of Belle Isle	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 3. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 4. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 5. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 9. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)



TERMS AND CONDITIONS - Trane eView Subscription

1. **Terms Supplemental.** These terms and conditions are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted eView application ("eView Subscription"). The Terms and Conditions (Service) apply to the eView Subscription, except as the context indicates otherwise.
2. **eView Subscription.** The eView Subscription includes provisions for the collection of data from meters, loggers, or devices ("Data Collection") and regular database backups. The eView Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the eView Subscription. Customer hereby accepts, and upon initial use of eView Subscription, each Customer user including its officers, employees, and agents (each an "End User") will be required to accept, the End User License Agreement of eSight Energy, Inc., the manufacturer and licensor of the software application upon which eView Subscription is based ("Manufacturer").
3. **Cancellation.** In the event of a cancellation of the eView Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts invoiced but unpaid.
4. **Customer Breach; Termination.** The following shall also constitute a breach of the Agreement: any breach by Customer or any End User of eView Subscription of the End User License Agreement. Upon termination of this Agreement, the End User License Agreement shall also terminate. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.
5. **Availability.** Company shall exercise reasonable care in providing the eView Subscription and use commercially reasonable efforts to make the service available at all times. Where possible, Company will notify End User(s) identified by the Customer during execution of Agreement to be the primary contact for, and raise support issues with Company ("Named Users") of non-availability of the eView Subscription. It is the responsibility of the Named Users to provide this information to all End Users of eView Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to eView Subscription Service that may result in loss of access from time to time without prior notice.
6. **Database Backup.** Short term and long term database backups are performed and are included in the price.
7. **Software Upgrades.** Software upgrades to eView Subscription will be applied by the Manufacturer as soon as a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the software as a service ("SaaS") environment.
8. **Data Collection.** Where Customer has placed an order for Data Collection from Company, data will be collected from the designated meters, loggers, or devices and imported into eView Subscription. It is Customer's responsibility to check eView Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from eView Subscription at any time using the standard eView Subscription export functions. All Customer data collected in eView Subscription remains the property of Customer and will be available to Customer at time of eView Subscription termination if desired.
9. **Anti-Virus Prevention.** Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the Software as a Service Services environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of eView Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the eView Subscription.
10. **Disaster Recovery.** In the event that Company experiences a significant problem with eView Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into eView after the last database backup was taken; eView Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access eView Subscription via an IP address and not the normal domain name; and Data Collection services may not be available.
11. **Support.** Following Customer's purchase of eView, support will be provided by the local Company office in accordance with procedures outlined in the Proposal. Support requests will be addressed working diligently as soon as possible. Faults reported will be assigned by Company with a Severity Level ranging from 1-4 described herein as follows; SL1-Complete failure of eView, SL2-inability to access or execute critical software functions or conduct a time critical activity, SL3-inability to access or execute non-critical software functions or any other functional error not affecting a time critical activity, and SL4-issues relating to presentation, usability, or documentation of the system. Once a fault has been reported, Company may contact Customer for further information to assist in the assignment of Severity Level. Once a fault has been reported and a Severity Level has been assigned, Company will make commercially reasonable efforts to contact Customer within the time guidelines as follows to provide notice of a workaround and resolution accordingly; SL1-24 hours, 48 hours, SL2-48 hours, 72 hours, SL3-5 days, 10 days, SL4-N/A, next software update.
12. **No Warranties.** CUSTOMER EXPRESSLY AGREES THAT USE OF eVIEW SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT eVIEW SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF eVIEW SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF eVIEW SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF eVIEW SUBSCRIPTION. eVIEW SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
13. **Privacy or Confidentiality.** Company will take commercially reasonable efforts to ensure that metering data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to Company immediately.



14. Intellectual Property. All intellectual property, including without limitation copyright, in all information, specifications, drawings, screen layout, functionality, technical descriptions or other document in eView Subscription shall remain with Manufacturer and/or Licensor. All intellectual property in the metering data shall remain with the Customer.

15. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE EVIEW SUBSCRIPTION OR END USER BREACH OF THE END USER LICENSE AGREEMENT. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for eView Subscription.

16. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against Customer's use of eView Services, breach of the End User License Agreement, and any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising out of Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

17. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the eView Subscription Offering, or the terms and conditions at any time. The latest version of these terms and conditions is available from within the Download area of Company website.

End of the Agreement



Data Usage - Supplemental Terms and Conditions

The use of the term "you," "your," and the like means the entity identified as the customer in the agreement to which these Supplemental Terms and Conditions pertain, including its employees, shareholders, officers, and directors. References to "us," "we," "our," and the like means the entity identified as the Company in its Terms and Conditions of sale.

1. Terms Supplemental. These Supplemental Terms and Conditions are supplemental to the Company's Terms and Conditions of sale applicable to your purchase of product and/or services from Company ("Terms and Conditions") and are an integral part of our offer and agreement to sell. The Terms and Conditions and these Supplemental Terms and Conditions are intended to be complementary and construed as a whole. However, in the event of an irreconcilable conflict, these Supplemental Terms and Conditions shall control.

2. Electronic Monitoring. Any electronic monitoring we perform is undertaken solely to enable us to collect the data and perform any analysis included in our services. You agree that we are not liable for losses that may occur in cases of malfunction or nonfunctioning of equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of your equipment and building systems.

3. Ownership of Data. All data relating to the performance and condition of your building systems that we collect in connection with our performance hereunder shall be owned by you, provided that you are granting to us the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data we collect from you. We shall not use or publish such data in any way that identifies you as the source of that data without your prior written consent. The data we will collect from you will not include any personal or individual information.

4. Data Privacy and Security. We have implemented various security measures for the purpose of protecting your data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. You are responsible for maintaining the confidentiality of your user name(s) and password(s). You are responsible for all uses of your password(s), whether or not authorized by you. You must inform us immediately of any unauthorized use of your user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result we cannot ensure total control of the security of such systems. We will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. You acknowledge that the very nature of communication via the Internet restricts us from offering any guarantee of the privacy or confidentiality of information relating to you passing over the Internet. In gaining access via the Internet, you also acknowledge and accept that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. You therefore accept that access and storage of data is at your own risk. We will notify you of any breach in security of which we become aware. Any breach in privacy of which you become aware should be reported by you to us immediately. We do not disclose your information to third parties for their marketing purposes, but we do use third party software and services to assist us with collecting and analyzing information. We may also disclose your information if required to do so by law, in which case, we would inform you of such disclosure.

5. Data Retention. Upon your written request, we will endeavor to provide an electronic copy of data collected from you, subject to availability. We will use commercially reasonable efforts to store your data for up to 18 months. We cannot guarantee the availability of the data.

6. Ownership of Intellectual Property. Notwithstanding any provision to the contrary, as between you and us, we own and retain all title and ownership of all intellectual property rights in the software, firmware, analytics, and service processes used to provide services, and consequently both you and us agree that these Supplemental Terms and Conditions do not constitute and may under no circumstances be construed as the granting of any license to such intellectual property rights.



7. Disclaimer of Warranty; Limitation of Liability. The services provided, including any reports we provide, are intended to provide operational assessments and recommendations only and are intended to supplement, but not replace, manual inspections of your equipment and building systems. **THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE ARE NOT LIABLE FOR GAPS IN DATA COLLECTED.**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: DAMAGES OR INJURY (OTHER THAN PERSONAL INJURY CAUSED BY OUR NEGLIGENCE) REGARDLESS OF THE CAUSE OR DURATION; FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE INTELLIGENT SERVICES; FAILURE OF PERFORMANCE; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; YOUR NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; OR UNAUTHORIZED ACCESS TO YOUR DATA OR COMMUNICATIONS NETWORK.

8. Communications – Analog Modem Facilities. You authorize us to utilize your telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for your use for extended periods of time while data is being collected from your building systems and equipment. We are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over your telephone service.

9. Communications – Ethernet - You authorize us to utilize your network infrastructure to provide the contracted services and acknowledge that we are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when network issues do not allow for successfully communications between our data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

10. Logging and Data Mining. You grant us the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to users of our products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by us for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of our products and services.

**Belle Isle Issues Log
5/1/2018**

<u>Issue</u>	<u>Description</u>	<u>Start Date</u>	<u>POC</u>	<u>Expected Completion Date</u>	<u>Completed Action</u>	<u>Next steps</u>
Cornerstone Charter Academy Stormwater Discharge issue	In November, Orange County made City aware of turbidity issue with storm water discharge from CCA Property to OC Storm pipe. OC may fine City is not corrected.	1/11/2016	CM/CE	4/30/2018	Water sampling revealed that there are high levels of nitrogen causing algae blooms. OCEPD reviewing fertilizer put on the field. Harris Engineering to use GPR to find any unrecorded pipes. City will divert water from drainage ditch to Wallace Field	Need to purchase materials and build system.
Gene Polk Park (Delia Beach)	Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem.	4/3/2017	CM/CE	9/30/2018	CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.	Construction plans are complete. Contract documents changed so delay in approval process. Agenda item for May 15 Meeting
Street Paving	Council approved project for paving several streets in the City. Middlesex Paving is the contractor	8/12/2017	PW/CM	9/30/2017 Completed	Paving of Windsor Place, Lake Conway East, Venetian, Peninsula, and McCawley completed.	CM to consider change in the Scope of the Project
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, McCawley Ct., Swann Beach, 3101 Trentwood.	4/3/2017	PW/ENG	5/31/2018	City Manager determined areas that need to have a priority of work for stormwater fixes. Working with the Engineer to address these areas	Construction plans being developed for St. Partins, Wind Drift, Nela Ave. Projects may be delayed to next budget year.
Traffic Studies	Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.	4/3/2017	CM/Eng.	12/31/2018	Trentwood Study completed. Temporary Speed Humps are installed on Flowertree and Trentwood.	Mattamy Homes is contributing funds (\$6,500) to fund the repair of the chicane. Speed tables were added to Trentwood/Flowertree. Transportation Master Plan work to begin in May.
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	Contacting fountain installers for quotes. Art work to be contest for residents. Initial Quotes received were for \$75K and \$51K without art work.	G'Werks to do fountain. Centerpiece ordered (12-14 weeks). Should see demo of roundabout soon.
Standardize Park Signage	Council held a workshop on June 14 to discuss park issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.	6/14/2017	CM	9/30/2018	New signs will be made and replace the current signs for parks. Meeting with sign maker on August 1st. New signs in for design	Next year budget item

**Belle Isle Issues Log
5/1/2018**

Standardize Boat Ramp Signs	Council held a workshop on June 14 to discuss boat ramp issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.	6/14/2017	CM	6/30/2018	New signs will be made and replace the current signs for ramps. Perkins and Venetian ramps will have same rules. Lake level closure decided. New signs in for design. Sign Maker making new Perkins Ramp Sign. Venetian being designed. Fence at Venetian installed.	Venetian sign to be installed.
Wallace/Matchett Area	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	9/30/2018	Fence quotes received. Zoning change in progress. Agreement for CCA use of the field being sent to school (waiting school response)	Zoned OS. Meeting held with residents in area. Fence for Wallace Field ordered. Trees planted as part of Arbor Day Celebration.
Perkins Boat Ramps	Council discussed issues at June 14 meeting for Perkins ramp . Rules need to be put in place according to Ordinance 18-20. Perkins also needs to be upgrade with new fencing, ramp construction and road and dock construction. New drainage also needs to be installed. Council allocated \$38,000 to drainage.	4/3/2017	CM	12/31/2017	Closure level agreed upon. New sign is at sign maker. Fencing is delayed due to lack of materials (wood). Starting the process to complete other issues (drainage, fill in the void at end of the ramp, wheel stops on ramp, trailer parking). New fence at Perkins Ramp.	Dock is completed. Gauge and ramp markers are in place. Void at end of ramp filled and wheel blocks are in place. Contractor should be improving driveway next week.
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at	3/20/2018	CM	8/31/2018	Staff is identifying possible parcels for purchase or other means of acquiring property.	Working with State on purchase of Cross Lake. May make Cross Lake a drainage easement.
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Ongoing	Once CFP is developed, then a joint agreement will be developed outlining which entity is responsible for maintenance costs.	Capital Facility Plan complete. HVAC is agenda item. CCA considering purchase of property.

**Belle Isle Issues Log
5/1/2018**

Short Term Rental	Council discussed short term rentals and directed staff prepare paper for April 17 Meeting	3/20/2018	CM	8/31/2018	Staff is preparing information on short term rentals.	Agenda item for May 17.
Strategic Plan	The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan.	4/3/2017	Council/CM	Ongoing	Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan.	Need guidance from council on when they want to do planning.
Bird Sanctuary Designation	The City has an ordinance designating Belle Isle as a Bird Sanctuary; however it is not recognized by the state (FWC). In speaking with the FWC Regional Director, the city has not applied for the designation IAW Florida Statutes. The Council would like to have BI recognized as a bird sanctuary hoping that it will protect many of the birds that call Lake Conway home.	4/3/2017	CM	12/31/2017	Application completed per Florida Statutes and sent to FWC for consideration at FWC January Meeting. New ordinance adopted IAW FWC guidelines and FAL 68a-19.002	Appeal in progress.
Social Media Policy	City Council expressed concerns that there were postings to social media sites that were not representative of the City government views. The Council requested a social media policy be developed.	4/3/2017	CM	Completed 7/18/2017	Policy drafted. Council review on 7/18/17. Council adopted policy on 7/18/17 Applications received for social media Specialist. CM to review applications and schedule interviews.	Specialis hired. FB page up. Issue Closed
Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Ongoing	Meet with consultant to determine what was done and what is left to do.	It was determined that no code revisions have been completed. In progress
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan. In March, the consultant told the Council that the plan is up to date and no changes are necessary. CM believes that changes are needed. They could be made anytime.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Any changes should go to P&Z Board for recommendation to Council. No changes were made. Comp Plan review started by CM

**Belle Isle Issues Log
5/1/2018**

Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	12/31/2017	Council to determine the priority to annex especially with the establishment of the Pine Castle Urban Center on S. Orange Ave. CA provided information to Council on annexation. Workshop should be scheduled to discuss	Workshop held on 1/11/18. Council discussion at February meeting. Staff reviewed documents. Report is being shcheduled for June Meeting
Sustainability	Council discussed sustainability and energy initiatives.	4/3/2017	CM	12/31/2107	Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)	Due to hurricane installation is delayed until March 1. Call to Duke on when project will start
Tree Issues	There have been several issues regarding trees, tree care, and concerns on landscaping requirements to save trees. The City recently created a Tree Advisory Board that will review the standards of tree care and the processes involved in tree care, removal, and protection.	11/21/2017	CM Tree Board	3/31/2018	Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection.	Tree ordinance back to Tree Board for further changes. Arbor Day held on April 28 at Wallace Field.



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

Meeting Date: May 1, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: After Action Report – Easter Egg Hunt

Background: The City Manager wrote up After Action Report on the Easter Egg Hunt. Originally, this report was to be presented to the Special Events Committee, but their meeting was cancelled. Since the Mayor is reporting on the final budget for the Easter Egg Hunt, I thought it would be appropriate to submit the AAR also.

Staff Recommendation: That the Special Events Committee continues to look at the suggestions on how to improve the event.

Suggested Motion: None – The reports are for information only

Alternatives: N/A

Fiscal Impact: See Final Budget under Mayor's Report

Attachments: Report



CITY OF BELLE ISLE, FL

1600 NELA AVENUE, BELLE ISLE, FL 32809 * TEL 407-851-7730

MEMORANDUM

From the Desk of Bob Francis, City Manager

To: Special Events Committee
City Council
Date: April 3, 2018
Re: After Action Report on Easter Egg Hunt

INTRODUCTION

The City conducted a special event called "Easter Egg Hunt" on March 31, 2018 from 10:00 AM to approximately Noon. This event was approved by the Special Events Committee and the City Council. The event is an Easter Egg hunt that has been conducted for the past few years.

AFTER ACTION REPORT OVERVIEW

This report is a compilation of information from the different individuals and staff who participated in the event and also comments that were received during and after the event. I attended this event.

The recommendations in this AAR should be viewed with considerable attention to the needs for a successful and safe event. In some cases, the Special Events Committee, City Council and/or staff may determine that the benefits of implementation are insufficient to outweigh cost. In other cases, they may identify alternative solutions that are more effective. However, they should review the recommendations and determine the most appropriate action and time needed for implementation.

The issues addressed in this AAR are being requested to be reviewed and thoroughly examined for the appropriation of needed resources to ensure the functions of event are efficient and effective.

Event Overview:

The event was held at the Wallace Field. The field was sectioned off for children of various ages, as well as an area for special needs children. The egg hunt was to begin at 10:15 AM and children collected eggs and then they were to turn them in at a location for various prizes.

Duration:

The event started at 10:00 AM and ended approximately at Noon. Volunteers stayed after to clean up and collect equipment.

Sponsor:

The City of Belle Isle was the event sponsor.

Funding Source:

See the attached budget for the event.

Participating Organizations:

Mayor; Cornerstone Students volunteers; Volunteers, City Staff

STRENGTHS

- Venue
- Well-Advertised
- Well Attended (about 200 total)
- Cornerstone Student Volunteers
- Police presence
- Sponsors
- Council members attended

AREAS OF IMPROVEMENT

- Venue layout or new venue
- Parking
- Start on time
- Age groupings (some children did not get any eggs)
- Use of Volunteers especially at the checkout
- PA System to explain rules
- No explanation of what they should be looking for (specially decorated eggs, purpose of the rocks)
- Process for turning in eggs

RECOMMENDATIONS

- Start on time. Not only do children get impatient, but families wanted to go to other events. Even if the Easter Bunny is late, the event needs to start on time.
- Use a bull horn or PA system to explain the rules and other items like what they get if they open an egg, what the special prize eggs are and how they are decorated, the purpose of the painted rocks. The area is too large and the crowd is too noisy not to use amplification of some kind. A big man trying to yell instructions is not only ineffective, but also intimidating to small children.
- Volunteers may need to be able to know how to interact with children. Some parents reported that they felt their kids were being “interrogated” about their age. At the start of the event, age groups could be announced or signs with age groups on them would be put near the age specific areas so kids could just go to the areas without being asked their age or stagger the start times for each group.
- The layout of the venue was acceptable. The City treated the field for ants prior to the event. When laying out the event, increase the size of the area for big kids and reduce the size of the area for small kids. Also, add more age appropriate options. I saw some kids in the big kid area that got no eggs because they were the small kids in the big kid section; some kids were upset to the point of tears because they didn’t get any eggs. There is enough room to have more age group zones in 2-3 year increments.
- For the venue itself, consider using the facilities at Cornerstone such as the football field, baseball field, and playground areas so age groups can be physically separated. Also, if using Wallace Field next year, then there needs to be off-street parking areas closer to the field. **Cars parking along Wallace Avenue, as well as, cars stopping in the middle of the road to let passengers out are not safe situations.** Also, parking at the school parking lot is not practical when families with young children have that long of a walk to the event, especially when they may be late. Having the venue at the school will allow for easier access to the fields and parking distances will not be so great.
- The checkout line was too long (See photos below) and not enough volunteers were assisting. This generated the most negative comments of all. At one point, the line stretched almost the length of the field. When volunteers offered to help, they were turned away. Many people left because the line and the wait were too long. When someone volunteers to help, they should be allowed to, not only because it would speed up the process, but when they are turned away, they may not volunteer for other events. There should be a box available to for children, who didn’t get a prize, to dump the eggs in and then the child could just grab a candy bag on not stay in a line. That will help shorten the line and move it along. Have at least four more volunteers and tables to streamline the process of handing out prizes.

- The checkout table had items and trash strewn about. It should be more professional in appearance, or be decorated. The checkout area should be in some orderly fashion.



CONCLUSION AND NEXT STEPS

This event has potential to be a better event if the venue is properly setup, or moved, and it starts on time. The Committee should be responsible for getting donations for this event. Recruit volunteers to setup the event and to help at checkout. Use a bull horn or PA system to line kids up according to age groups, but have more age groups where kids are more equal in age and ability. Explain to kids what they may be looking for out on the field or contained in the eggs.

IMPROVEMENT PLANNING MATRIX

IMPROVEMENT PLANNING MATRIX

This is an example of the improvement planning matrix that should be completed by the Special Events Committee.

	<u>Area of Improvement</u>	<u>Improvement Action</u>	<u>Responsible Party/Areas</u>	<u>Targeted Completion Date</u>	<u>Status</u>
1)	Venue	Better plan for setup or move venue	Special Events	June 30, 2018	Ongoing
2)	Vendors	Yes or No. If yes, what type	Special Events	June 18, 2018	
3)	Event Risk	Make Event safer or risk injury	City Council	March	
4)	Volunteers	Recruit more	Special Events		
5)					
6)					
7)					
8)					
9)					
10)					
11)					
12)					
13)					
14)					
15)					
16)					
17)					
18)					

2018 -Easter Egg Hunt - Budget

Project Scope 1 Name of Project 2 Purpose of Project 3 Specific project information 4 Estimated timeline: Start Date and Completion Date at the park 5 Preliminary sketch of project - before/after 6 Photos of project site 7 Cost estimates for materials and labor 8 Estimate of number of volunteers needed (detailed) 9 Source of funding for project 10 Estimate of continued maintenance costs (yearly or monthly) and funding sources	Responses Easter Egg Hunt Easter Egg Hunt, have approx 40 children volunteers for school hours at City Hall Easter Egg Hunt March 31, 2018 - 10am-12noon - have approx 40 children volunteers for school hours N/A Wallace property See Budget 40-Cornerstone Volunteers to stuff candy bags and hide eggs Sponsorships N/A	TYPE OF RESOURCES		IN-KIND		GENERAL FUND	
		Description	Revenues	Expenses	Revenues	Expenses	
		Set Up - 5 Volunteers at 8.00 hr@ 3 hrs	\$ 120.00	\$ 120.00			
		Field Prep, Officers, PW	\$ 310.00	\$ 310.00			
		Set Up - 5 Volunteers at 8.00 hr@ 3 hrs	\$ 120.00	\$ 120.00			
		Mr. & Mrs. Bunny		\$ 50.00			
		Sponsors	\$ 700.00				
		Candy, Bags & Eggs		\$ 343.43			
		Table Cloths	\$ 20.00	\$ 20.00			
		Refreshments		\$ 15.93			
		Cups/Napkins	\$ 40.00	\$ 40.00			
		Sub-Total	\$ 1,310.00	\$ 1,019.36			
					\$ 290.64		

**CITY OF
BELLE ISLE,
FLORIDA**

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT**

Year Ended September 30, 2017



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INTRODUCTORY SECTION

This section contains the following subsections:

- Table of Contents
- Letter of Transmittal
- List of Principal Officials
- Organizational Chart
- Certificate of Achievement



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CITY OF BELLE ISLE, FLORIDA

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CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

March 9, 2018

Honorable Mayor, Members of the City Commission
And Citizens of the *City of Belle Isle, Florida*

State law requires that all general-purpose local governments publish a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with auditing standards generally accepted in the United States of America by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the *City of Belle Isle, Florida* for the fiscal year ended September 30, 2017.

This report consists of management's representations concerning the finances of the *City of Belle Isle, Florida*. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the *City of Belle Isle* has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the *City of Belle Isle's* financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the *City of Belle Isle's* comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The *City of Belle Isle's* financial statements have been audited by McDirmit Davis & Company LLC, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the *City of Belle Isle* for the fiscal year ended September 30, 2017, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the *City of Belle Isle's* financial statements for the fiscal year ended September 30, 2017, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The *City of Belle Isle's* MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The *City of Belle Isle*, incorporated in 1924, is located in Central Florida. The *City of Belle Isle* is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing commission.

The *City of Belle Isle* operated under a strong-mayor form of government since 1924. However, in November 2003, a charter referendum was passed that changed the City to a council-manager form of government, with an appointed City Manager, seven elected City Commissioners and a separately elected Mayor. The governing body is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City's manager, clerk and attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing commission, for overseeing the day-to-day operations of the government, and for appointing the heads of various departments. The Commission is elected on a non-partisan basis. Commission members serve three-year staggered terms and the mayor is elected to serve a three-year term.

The *City of Belle Isle* provides general government, police, the construction and maintenance of highways, streets, and other infrastructure; and recreational activities. Fire protection is contracted through the Orange County Fire Department and building inspection services are provided by a private engineering firm. Water and wastewater services are provided by Orlando Utility Commission (OUC). Electrical services are provided by Duke Energy.

The annual budget serves as the foundation for the *City of Belle Isle's* financial planning and control. The Commission is required to hold public hearings on the proposed budget and to adopt a final budget by no later than September 30, the close of the *City of Belle Isle's* fiscal year. The appropriated budget is prepared by fund, function (e.g., public safety), and department (e.g., police). The City Manager can make transfers of appropriations within a department. Transfers of appropriations between departments, however, require the special approval of the City Commission. Budget-to-actual comparisons are provided in this report for all funds.

City Highlights

The *City of Belle Isle* is a residential community located in the heart of Central Florida and surrounding beautiful Lake Conway. The City was formed by area residents in 1924 to protect Lake Conway and the beautiful, natural environment of the area. The City is 5.12 square miles in area with an estimated population of 6,701 residents based on the BEBR Bureau of Economic and Business Research.

The goal of the City is to be Central Florida's premier community where residents and business can thrive in a healthy environment centered on Lake Conway with the support of a responsive city government.

The mission of the City is to preserve the quality of life and community identity and to provide needed services to our residents through careful and meaningful growth management and sound fiscal control.

Planned growth for the City includes those areas contiguous to the current city boundaries including the areas south and west of the City. Conservative fiscal management and growth has resulted in the *City of Belle Isle* becoming one of Orange County's most desirable communities.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the *City of Belle Isle* operates.

Local Economy - The *City of Belle Isle* remains in good and stable financial condition; however the City continues to have concerns relative to the actions of the Federal and State Governments. Federal and State unfunded mandates continue to be forced on the smaller local governments which can have a detrimental effect on funding and in some cases require funding to be allocated from reserve funds. This is a dangerous precedent and one that cities are most concerned about. The City of Belle Isle continues to be vigilant and is committed to slowing this trend while balancing the needs of our infrastructure and service provision.

As a result of the desirability of lakefront living and our unique location, we are experiencing a significant influx of newer residents with substantial financial resources. The City has seen significant growth in residential and commercial construction and anticipates it's continuance in the future. The property and resale values have stabilized or increased compared to property and resale values in the surrounding areas.

Long-Term Financial Planning – Stormwater, drainage and paving projects and major repairs to the city-owned charter school (CCA) continue to be among the City's highest priorities with a substantial portion of the five year Capital Improvements Program being designated towards improvements in those areas.

Parks beautification and barrier free accessibility is also being implemented through the City's community beautification program for enhancements to parks and open space within the City.

Relevant Financial Policies - Along with the annual budget, the City provides a comprehensive five- year projection. This plan details estimated personnel operating and capital costs for continuing operations and expansion plans for all City functions.

Major Initiatives – Despite the challenges related to the economy, the City has continued to work on various projects. In addition, the City completed a number of miscellaneous concrete sidewalk repairs, stormwater projects and street resurfacing during 2017. The City plans to continue sidewalk repairs and resurfacing in 2018 and significant repair of the CCA buildings. To strengthen its tax base, the City will also work to extend its boundaries by annexing contiguous commercial and residential properties.

Awards and Acknowledgements

The Government of Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the *City of Belle Isle* for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2016. This was the seventeenth consecutive year that the government received this prestigious award. In order to be awarded a

Certificate of Achievement, the government published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement's Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the finance and administration department. We would like to express our appreciation to all members of the department who assisted and contributed to the preparation of this report. Credit also must be given to the mayor and the governing commission for their unfailing support for maintaining the highest standards of professionalism in the management of the *City of Belle Isle's* finances.

Respectfully submitted,



Bob Francis
City Manager



Tracey Richardson
Finance Manager

CITY OF BELLE ISLE, FLORIDA

LIST OF PRINCIPAL OFFICIALS

September 30, 2017

ELECTED OFFICIALS

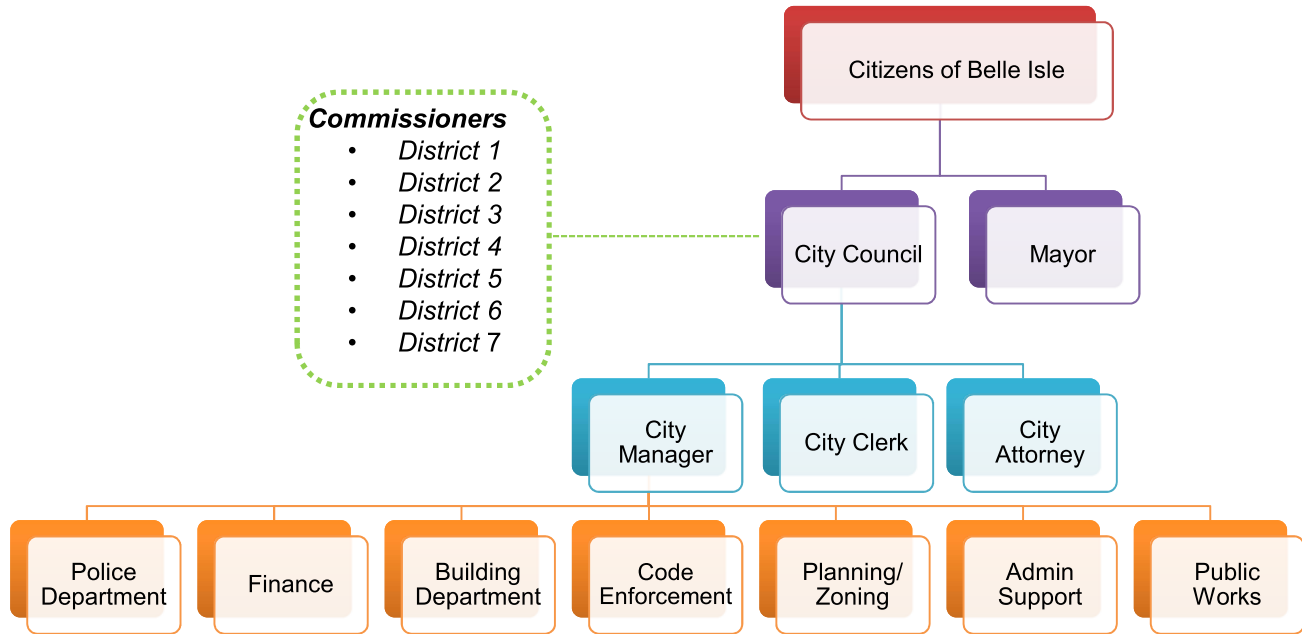
Mayor	Honorable Lydia Pisano
District #1 City Commissioner	Ed Gold Jr.
District #2 City Commissioner	Anthony Carugno
District #3 City Commissioner	Jeremy Weinsier
District #4 City Commissioner	Bobby Lance
District #5 City Commissioner	Harvey Readey
District #6 City Commissioner	Lenny Moss
District #7 City Commissioner	Sue Nielsen

CITY OFFICIALS

City Manager	Bob Francis
City Clerk	Yolanda Quiceno
Finance Manager	Tracey Richardson



City of Belle Isle Organizational Chart





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Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Belle Isle
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morill

Executive Director/CEO



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FINANCIAL SECTION

This section contains the following subsections:

- Independent Auditor's Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund
Financial Statements and Schedules

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Commissioners
City of Belle Isle, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, the discretely presented component units, and the aggregate remaining fund information of the *City of Belle Isle, Florida*, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Cornerstone Charter High School or the Cornerstone Charter Academy (the "Charter Schools"), which are both discretely presented component units of the City. These two component units are 24 percent, 38 percent, and 60 percent, respectively, of the total assets, total net position, and total revenues of the governmental activities and the discrete component units. The Charter Schools' financial statements as of June 30, 2017 were audited by other auditors, whose reports thereon have been furnished to us and our opinions, insofar as they relate to the amounts included for the Charter Schools, are based solely on the reports of other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

MCDIRMIT DAVIS & COMPANY, LLC

934 NORTH MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803
TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

Opinions

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above previously present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component units, each major fund and the aggregate remaining fund information of the *City of Belle Isle, Florida*, as of September 30, 2017, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information on pages 4 to 10 and 34 to 37 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the *City of Belle Isle's* financial statements as a whole. The introductory section, combining and individual fund financial statements and budgetary comparison schedules, as listed in the table of contents, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual nonmajor fund financial statements and budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit, and the procedures performed as described above, the combining and individual nonmajor fund financial statements and budgetary comparison schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 9, 2018 on our consideration of the *City of Belle Isle, Florida's* internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

McDiernit Davis & Company, LLC

Orlando, Florida
March 9, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the *City of Belle Isle, Florida* we offer readers of the *City of Belle Isle's* financial statements this narrative overview and analysis of the financial activities of the *City of Belle Isle* for the fiscal year ended September 30, 2017. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal.

Financial Highlights

- The assets of the *City of Belle Isle* exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$9,573,963 (net position). Of this amount, \$5,235,161 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The government's total net position increased by \$184,834.
- As of the close of the current fiscal year, the *City of Belle Isle's* governmental funds reported combined ending fund balances of \$4,620,256, an increase of \$188,574 in comparison with the prior year. The general fund had an ending unassigned fund balance of \$2,284,723, which is 40% of total general fund expenditures.
- The *City of Belle Isle's* total debt is \$9,935,667 at September 30, 2017. This includes Charter School Lease Revenue Bonds, Series 2012, which are payable solely from the pledged lease revenue and neither the property, nor the full faith and credit nor the taxing power of the City, is pledged as security for the payment of the Bonds.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the *City of Belle Isle's* (the City) basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the *City of Belle Isle's* finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

The governmental activities of the City of Belle Isle include general government, public safety and physical environment.

The government-wide financial statements include not only the *City of Belle Isle* itself (known as the primary government), but also the legally separate Charter Schools the operation for which the *City of Belle Isle* is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 11-12 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The *City of Belle Isle*, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The *City of Belle Isle* has five governmental funds - the General Fund, the Debt Service Fund, and three special revenue funds.

Governmental Funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The *City of Belle Isle* adopts an annual appropriated budget for all governmental funds. A budgetary comparison statement has been provided for the general fund, debt service fund, stormwater fund, and special revenue funds to demonstrate compliance with this budget. Also, the Charter Schools adopt annual an appropriated budget for each school. These budgets are not presented in these financial statements since both Charter Schools are discretely presented component units of the City. Separately issued audited financial statements for the Charter Schools are available from Ms. Ana Martinez at Academica Dade, LLC, 6340 Sunset Drive, Miami, Florida 33143.

The basic governmental fund financial statements can be found on pages 13-15 of this report.

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Government-Wide Financial Analysis

Statement of Net Position - As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the *City of Belle Isle*, assets exceeded liabilities and deferred inflows of resources by \$9,573,963 at the close of the most recent fiscal year.

**City of Belle Isle
Statement of Net Position**

	Governmental Activities	
	2017	2016
Current and Other Assets	\$ 5,537,482	\$ 8,267,724
Capital Assets	15,014,595	17,829,541
Total assets	<u>20,552,077</u>	<u>26,097,265</u>
Long-term Liabilities Outstanding	10,044,031	10,371,863
Other Liabilities	929,993	1,062,700
Total liabilities	<u>10,974,024</u>	<u>11,434,563</u>
Total Deferred Inflows of Resources	<u>4,090</u>	<u>4,544</u>
Net Position:		
Net investment in capital assets	3,158,219	8,475,455
Restricted	1,180,583	3,574,581
Unrestricted	5,235,161	2,608,122
Total net position	<u>\$ 9,573,963</u>	<u>\$ 14,658,158</u>

Thirty-three percent (33%) of the City's net position is net investment in capital assets (e.g., land, buildings, improvements, infrastructure and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. An additional portion of the City's net position, \$1,180,583 (12%) represents resources that are subject to external restrictions on how they may be used.

The remaining balance of unrestricted net position, \$5,235,161 may be used to meet the government's ongoing obligations to citizens and creditors.

It is important to note that for the year ended September 30, 2016, the Charter Schools met the criteria for blended presentation, and were considered major funds of the City. Due to a change in the composition of the Schools' Board of Directors, the Schools no longer met the criteria for blended presentation in 2017, and are presented discretely. The fiscal year 2016 amounts were not restated for this change in presentation.

At the end of the current fiscal year, the *City of Belle Isle* is able to report positive balances in all categories of net position.

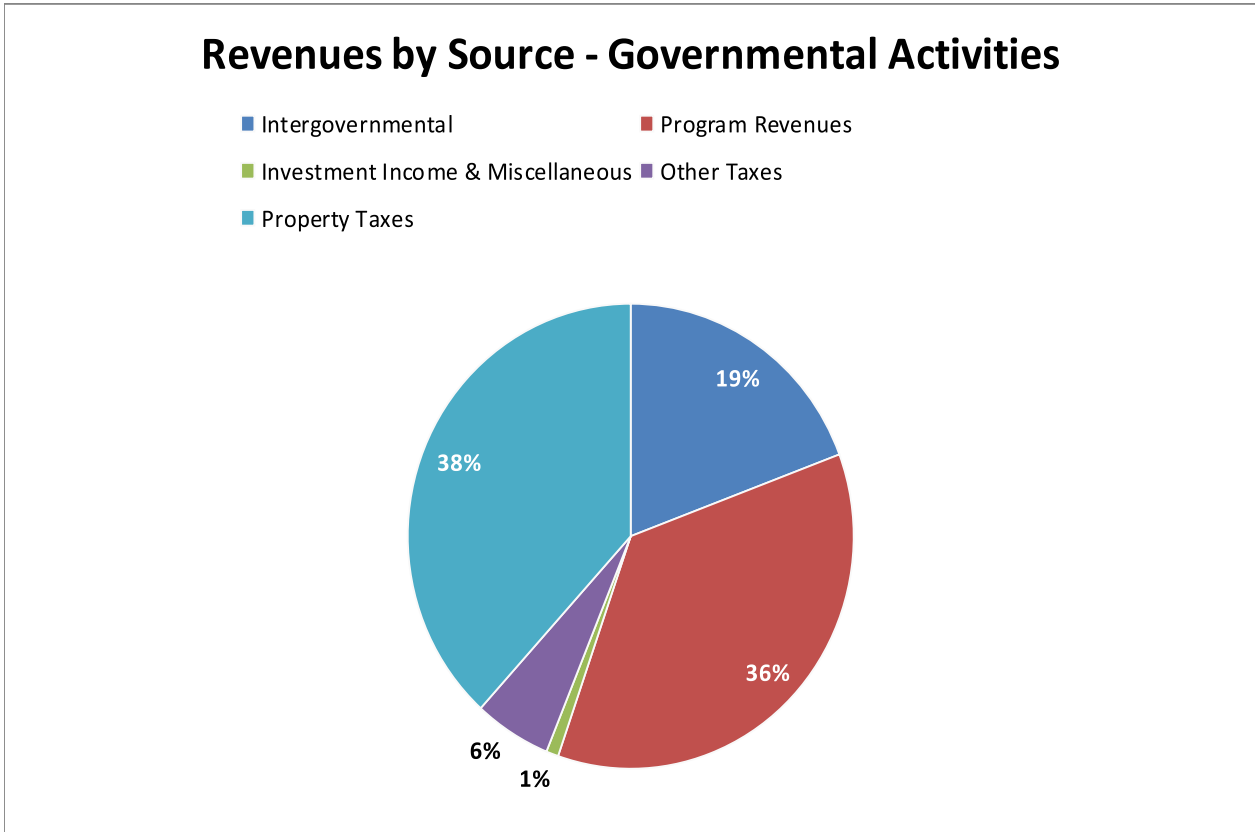
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Statement of Activities

Governmental activities increased the *City of Belle Isle's* net position by \$180,239. Key elements of this increase are as follows:

		Governmental Activities	
		2017	2016
Revenues:			
Program revenues:			
Charges for services	\$ 2,308,249	2,231,204	
Operating grants and contributions	236,272	368,188	
Capital grants and contributions	7,934	384,035	
	<u>2,552,455</u>	<u>2,983,427</u>	
General revenues:			
Property taxes	2,711,321	2,574,866	
Franchise and utility taxes	395,702	410,686	
Intergovernmental	1,366,176	10,611,076	
Investment income and miscellaneous	63,298	160,661	
	<u>4,536,497</u>	<u>13,757,289</u>	
Total revenues	<u>7,088,952</u>	<u>16,740,716</u>	
Expenses:			
General government	2,000,529	1,326,981	
Public safety	2,827,193	2,669,212	
Physical environment	1,491,093	1,273,663	
Human services	-	9,161,001	
Interest on long-term debt	585,303	644,253	
Total expenses	<u>6,904,118</u>	<u>15,075,110</u>	
Increase in Net Position	184,834	1,665,606	
Net Position- beginning	<u>9,389,129</u>	<u>12,992,552</u>	
Net Position- ending	<u>\$ 9,573,963</u>	<u>\$ 14,658,158</u>	

As noted above, the Charter Schools' amounts are included in the comparative amounts for 2016. Since the Schools' activities are no longer considered part of the City's governmental activities significant decreases are noted in capital and operating grants, intergovernmental revenues and human services expenses. General government expenses increased by \$673,548 primarily due to costs incurred related to cleanup efforts after Hurricane Irma.



Financial Analysis of the Government's Funds

As noted earlier, the *City of Belle Isle* used fund accounting to ensure and demonstrate compliance with finance-related requirements.

Governmental Funds - The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the *City of Belle Isle's* financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the largest fund of the *City of Belle Isle, Florida*. The general fund balance decreased by \$62,515 primarily because of funds used in cleanup efforts after Hurricane Irma.

The debt service fund balance increased \$82,852 due to increased enrollment in the Charter Schools.

The Stormwater fund balance increased \$58,679 primarily due to planned capital outlay that was postponed until after year end.

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

General Fund Budgetary Highlights

During the fiscal 2017 year, actual revenues were more than budgeted revenues in the General Fund by approximately \$289,000. Also, expenditures less than budgeted by approximately \$1,203,000 primarily due to planned capital projects spending that did not occur until after year end.

Capital Asset and Debt Administration

Capital Assets - The *City of Belle Isle's* investment in capital assets for its governmental activities as of September 30, 2017, amounts to \$15,014,595 (net of accumulated depreciation), as detailed below. The greatest increase was in infrastructure due to stormwater improvements completed during the year.

**City of Belle Isle
Capital Assets
(Net of Depreciation)**

	Governmental Activities	
	2017	2016
Land	\$ 2,218,357	\$ 2,218,357
Buildings	6,508,358	6,699,069
Improvements	725,744	649,201
Machinery and Equipment	302,667	209,253
Equipment and Textbooks - Charter Schools	-	2,619,500
Intangibles	10,136	10,534
Infrastructure	5,249,333	5,423,627
Total	<u>\$ 15,014,595</u>	<u>\$ 17,829,541</u>

Additional information on the *City of Belle Isle's* capital assets can be found in Note 7 of this report.

Long-Term Debt - At the end of the current fiscal year, the *City of Belle Isle* had total debt outstanding of \$9,935,667. This debt includes leases on the acquisition of equipment, bonds payable to the Florida Municipal Loan Council, and Charter School Lease Revenue Bonds, which are nonrecourse. Additional information on long-term debt can be found in Note 10 of this report.

**City of Belle Isle
Long-Term Debt**

	Governmental Activities	
	2017	2016
Capital Lease Payable	\$ 667	\$ 11,023
Charter School Note Payable	-	\$ 123,813
Bonds Payable	9,935,000	10,160,000
	<u>\$ 9,935,667</u>	<u>\$ 10,294,836</u>

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Next Year's Budget and Rates

During the current fiscal year, the fund balance in the general fund decreased to \$2,487,117 and the balance appropriated for spending in 2018 was \$202,394.

Requests for Information

This financial report is designed to provide a general overview of the *City of Belle Isle's* finances for all those with an interest in the government's finances. Questions concerning any of the information should be addressed to the office of the Finance Manager, *City of Belle Isle*, 1600 Nela Avenue, Belle Isle, FL 32809.



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BASIC FINANCIAL STATEMENTS

CITY OF BELLE ISLE, FLORIDA

STATEMENT OF NET POSITION

September 30, 2017

	Primary Government	Component Units *	
	Governmental Activities	Cornerstone Charter Academy	Cornerstone Charter High School
Assets:			
Cash	\$ 5,357,536	\$ 137,875	\$ 735
Investments	33,831	2,440,492	1,082,000
Accounts receivable	11,161	-	-
Due from other governments	134,954	86,090	66,909
Prepaid items	-	101,010	38,229
Capital assets:			
Not being depreciated	2,218,357	209,118	-
Being depreciated, net	12,796,238	1,911,531	378,407
Total assets	\$ 20,552,077	\$ 4,886,116	\$ 1,566,280
Liabilities:			
Accounts payable	441,046	36,262	41,079
Accrued liabilities	35,280	269,841	95,283
Accrued interest payable	12,767	-	-
Matured bonds and interest payable	419,200	-	-
Deposits	21,700	-	-
Noncurrent liabilities:			
Due within one year	249,610	28,954	-
Due in more than one year	9,794,421	67,084	-
Total liabilities	10,974,024	402,141	136,362
Deferred Inflows:			
Deferred credit on debt refunding	4,090	-	-
Total deferred inflows of resources	4,090	-	-
Net Position:			
Net investment in capital assets	3,158,219	2,024,611	378,407
Restricted for:			
Debt service	259,236	-	-
Stormwater	664,936	-	-
Other purposes	256,411	-	-
Unrestricted	5,235,161	2,459,364	1,051,511
Total net position	\$ 9,573,963	\$ 4,483,975	\$ 1,429,918

* As of June 30, 2017

CITY OF BELLE ISLE, FLORIDA

STATEMENT OF ACTIVITIES

Year Ended September 30, 2017

Functions/Programs Primary Government:	Net (Expense) Revenue and Changes in Net Position				
	Expenses	Program Revenue		Component Units *	
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Cornerstone Charter Academy
Governmental activities:					
General Government	\$ 2,000,529	\$ -	\$ -	\$ (2,000,529)	
Public Safety	2,827,193	92,006	7,934	(2,718,102)	
Physical Environment	1,491,093	1,252,569	-	(11,403)	
Interest on Long-term debt	585,303	963,674	-	378,371	
Total governmental activities	6,904,118	2,308,249	7,934	(4,351,663)	
Total primary government	6,904,118	2,308,272	7,934	(4,351,663)	
Component Units:					
Cornerstone Charter Academy	\$ 6,954,279	\$ 179,167	\$ 357,793	\$ (6,289,127)	\$ -
Cornerstone Charter High School	2,970,431	25,387	147,374	-	(2,749,741)
Total component units	9,924,710	204,554	505,167	(6,289,127)	(2,749,741)
General Revenues:					
Taxes:					
Property taxes				2,711,321	-
Franchise and utility taxes				395,702	-
Intergovernmental- unrestricted				1,366,176	6,607,051
Unrestricted investment earnings				20,839	-
Miscellaneous				42,459	44,481
Total general revenues				4,536,497	6,651,532
Change in net position				184,834	362,405
Net Position - beginning				9,389,129	4,121,570
Net Position - ending				\$ 9,573,963	\$ 4,483,975

* As of June 30, 2017

The accompanying Notes to Financial Statements are an integral part of this statement.

CITY OF BELLE ISLE, FLORIDA

**BALANCE SHEET
GOVERNMENTAL FUNDS**

September 30, 2017

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Stormwater Fund</u>	<u>Total Nonmajor Funds</u>	<u>Total Governmental Funds</u>
Assets:					
Cash and cash equivalents	\$ 2,760,957	\$ 1,654,776	\$ 685,392	\$ 256,411	\$ 5,357,536
Investments	33,831	-	-	-	33,831
Accounts receivable	11,161	-	-	-	11,161
Due from other governments	134,954	-	-	-	134,954
Total assets	<u>\$ 2,940,903</u>	<u>\$ 1,654,776</u>	<u>\$ 685,392</u>	<u>\$ 256,411</u>	<u>\$ 5,537,482</u>
Liabilities:					
Accounts payable	\$ 396,806	\$ 23,784	\$ 20,456	\$ -	\$ 441,046
Accrued liabilities	35,280	-	-	-	35,280
Matured bonds payable	-	145,000	-	-	145,000
Matured interest payable	-	274,200	-	-	274,200
Deposits	21,700	-	-	-	21,700
Total liabilities	<u>453,786</u>	<u>442,984</u>	<u>20,456</u>	<u>-</u>	<u>917,226</u>
Fund Balances:					
Restricted for:					
Debt service	-	1,211,792	-	-	1,211,792
Stormwater	-	-	664,936	-	664,936
Transportation impacts	-	-	-	240,564	240,564
Law enforcement education	-	-	-	15,847	15,847
Assigned for:					
Subsequent expenditures	202,394	-	-	-	202,394
Unassigned	2,284,723	-	-	-	2,284,723
Total fund balances	<u>2,487,117</u>	<u>1,211,792</u>	<u>664,936</u>	<u>256,411</u>	<u>4,620,256</u>
Total Liabilities and Fund Balances	<u>\$ 2,940,903</u>	<u>\$ 1,654,776</u>	<u>\$ 685,392</u>	<u>\$ 256,411</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not fund resources and, therefore, are not reported in the funds

15,014,595

Some liabilities and deferred inflows, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds

(10,060,888)

Net position of governmental activities

\$ 9,573,963

CITY OF BELLE ISLE, FLORIDA

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES
IN FUND BALANCES
GOVERNMENTAL FUNDS

Year Ended September 30, 2017

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Stormwater Fund</u>	<u>Total Nonmajor Funds</u>	<u>Total Governmental Funds</u>
Revenues:					
Taxes:					
Property taxes	\$ 2,711,321	\$ -	\$ -	\$ -	\$ 2,711,321
Franchise and utility	373,060	-	-	-	373,060
Licenses and permits	358,957	-	-	-	358,957
Intergovernmental	1,610,382	-	-	-	1,610,382
Charges for services	579,829	-	310,465	-	890,294
Impact fees	-	-	-	104,390	104,390
Fines and forfeitures	12,046	-	-	1,530	13,576
Investment income	4,461	4,083	4,098	8,197	20,839
Miscellaneous	42,459	963,674	-	-	1,006,133
Total revenues	<u>5,692,515</u>	<u>967,757</u>	<u>314,563</u>	<u>114,117</u>	<u>7,088,952</u>
Expenditures:					
Current:					
General government	1,945,805	-	-	-	1,945,805
Public safety	2,879,967	-	-	4,559	2,884,526
Physical environment	812,209	191,505	255,884	-	1,259,598
Debt service:					
Principal	90,356	145,000	-	-	235,356
Interest and other charges	26,693	548,400	-	-	575,093
Total expenditures	<u>5,755,030</u>	<u>884,905</u>	<u>255,884</u>	<u>4,559</u>	<u>6,900,378</u>
Excess (deficiency) of revenues over expenditures	<u>(62,515)</u>	<u>82,852</u>	<u>58,679</u>	<u>109,558</u>	<u>188,574</u>
Net change in fund balances	(62,515)	82,852	58,679	109,558	188,574
Fund Balances - beginning	2,549,632	1,128,940	606,257	146,853	4,431,682
Fund Balances - ending	<u>\$ 2,487,117</u>	<u>\$ 1,211,792</u>	<u>\$ 664,936</u>	<u>\$ 256,411</u>	<u>\$ 4,620,256</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

CITY OF BELLE ISLE, FLORIDA

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

Year Ended September 30, 2017

Net Change in Fund Balances - total governmental funds \$ 188,574

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources. In contrast, the Statement of Activities reports only a portion of the outlay as expense. The outlay is allocated over the assets' estimated useful lives as depreciation expense for the period.

Capital Outlays	\$ 543,406	
Depreciation	<u>(738,852)</u>	(195,446)

Governmental funds report debt proceeds as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of debt as an expenditure. In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities. This is the amount by which repayments exceeded proceeds in the current period.

Principal repayments		235,356
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Some expenses reported in the Statement of Activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds.

Compensated absences	\$ (33,440)	
Accrued interest	(12,767)	
Amortization of premium	2,103	
Amortization of deferred credit on refunding	<u>454</u>	<u>(43,650)</u>

Change in Net Position of Governmental Activities		<u>\$ 184,834</u>
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NOTES TO FINANCIAL STATEMENTS



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NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies:

The *City of Belle Isle, Florida* (the "City") was incorporated April 25, 1924 under the Laws of Florida 75-329. The City operates under a council-manager form of government, with an appointed City Manager, seven elected City Commissioners, and a separately elected Mayor. The City provides the following services as authorized by its charter: public safety (fire and law enforcement), highways and streets, sanitation, parks and recreation, public improvements, planning and zoning, and general administrative services. The City also owns the educational facilities that are leased to the two (2) Charter Schools that are presented as discrete component units. The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) as applied to governmental units. The more significant of the City's accounting policies are described below.

Financial Reporting Entity - The City's financial reporting entity comprises the City of Belle Isle as the primary government with two separately presented discrete component units. Discrete component units are separate legal entities that meet component unit criteria described by the Government Accounting Standards Board (GASB). Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the government.

Cornerstone Charter High School and Cornerstone Charter Academy are considered discrete component units since their governing body is separate from the City's elected council and there is a financial burden relationship between them. The Charter Agreement with the School Board of Orange County indicates that the charter is between the School Board and the City of Belle Isle. The City of Belle Isle established The City of Belle Isle Charter Schools, Inc., a not-for-profit organization under the laws of Florida with no members, to execute and hold the Charter and operate the Charter Schools on behalf of the City. Two of the nine directors of the charter schools' board are appointed by the City Council and the City is not able to impose its will on the board. The board does not have a majority of its members in common with the City Council. Both Charter Schools were audited by other auditors who issued audit reports for the year ended June 30, 2017. These audited financial statements may be obtained from the management company Academica Dade, LLC.

Government-Wide and Fund Financial Statements - The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the City. Since the City has no business-type activities, only governmental activities and its component units are reported on the government-wide financial statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Measurement Focus, Basis of Accounting and Financial Statement Presentation - The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected with 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The government reports the following major governmental funds:

The *General Fund* is the City's primary operating fund, and is always classified as a major fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Debt Service Fund* is used to account for the lease revenue received from the Charter Schools included as discrete component units. The lease revenue is used to pay the debt service on the Series 2012 Lease Revenue Bonds issued by the City in October 2012 as well as repairs and maintenance to the Schools as required by the lease agreement.

The *Stormwater Fund* is a special revenue fund used to account for stormwater management operations and related capital improvements.

The government reports the following nonmajor governmental funds:

The *Transportation impact fee special revenue fund* is used to account for collected impact fees on new development which are restricted for transportation related improvements.

The *Law enforcement education special revenue fund* is used to account for revenues received pursuant to Florida Statutes, which imposes a \$2.00 court cost against persons convicted for violations of criminal statutes. Funds must be used to educate and train law enforcement personnel.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows, and Net Position/Fund Balance

Deposits and Investments - The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term investments with original maturities of three months or less from the date of acquisition.

Investments for the City are reported at fair value within the fair value hierarchy established in accordance with GASB Statement No 72, *Fair Value Measurement and Application*, except for the position in the Florida State Board of Administration's Local Government Surplus Investment Pool (LGIP). In accordance with state law, the LGIP operate in conformity with all of the requirements of the Securities and Exchange Commission's (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, the LGIP's qualify as a 2a7-like pools and are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method. The Florida State Board of Administration is subject to regulatory oversight by the State of Florida, although it is not registered with the SEC. The City's investments consist of investments authorized per their investment policy adopted in accordance with section 218.415, Florida Statutes.

Prepaid items - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as an expenditure when consumed rather than when purchased.

Capital assets - Capital assets, which include property, plant equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$750 and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows, and Net Position/Fund Balance (Continued)

Capital assets (continued) - Land and construction in progress are not depreciated. The other property, plant, equipment and infrastructure of the City is depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	40
Improvements	5 - 15
Machinery & Equipment	5 - 15
Intangibles	3 - 5
Infrastructure	25 - 40

Compensated Absences - The City’s personnel policies permit full time employees to accrue personal leave time based upon length of service with the City. This paid time off (PTO) may be used for vacation, sick leave, or doctor appointments. Unused PTO will be paid to employees upon separation from City service at 100% after completion of one year of service. For governmental activities, compensated absences are generally liquidated by the General Fund. A liability for these amounts is reported in the general fund only if they have matured, for example, due to employee retirements.

Long Term Obligations - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Deferred Outflows/Inflows of Resources - In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City does not have any item that qualifies for reporting in this category for the year ended September 30, 2017.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows, and Net Position/Fund Balance (Continued)

Deferred Outflows/Inflows of Resources (continued) - In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category, a deferred credit on debt refunding. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Net Position Flow Assumption - Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted-net position and unrestricted-net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

Fund Balance Flow Assumptions - Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies - Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Commission is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows, and Net Position/Fund Balance (Continued)

Fund Balance Policies (continued) - Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Commission is authorized to assign fund balance. The commission may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosures of contingent assets and liabilities as of the financial statement date and the reported amounts of revenues and expenses or expenditures during the reporting period. Actual results could differ from those estimates.

Note 2 - Reconciliation of Government-Wide and Fund Financial Statements:

A. Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position.

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position - governmental activities as reported in the government-wide statement of net position. One element of that reconciliation explains that "long-term liabilities including bonds payable, are not due and payable in the current period and therefore are not reported in the funds." The details of this difference are as follows:

Bonds Payable	\$ 9,935,000
Add: Issuance premium (to be amortized over life of debt)	18,933
Add: Deferred credit on refunding (to be amortized over life of debt)	4,090
Capital Lease Payable	667
Accrued Interest Payable	12,767
Compensated Absences	89,431
	<hr/>
	\$ 10,060,888
	<hr/> <hr/>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 2 - Reconciliation of Government-Wide and Fund Financial Statements (Continued):

B. Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-Wide Statement of Activities.

The governmental fund statement of revenues, expenditures and changes in fund balances includes a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities.

Note 3 - Stewardship, Compliance and Accountability:

A. Budgetary Information

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. On or before the first Commission meeting in August, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them for all of the City's funds.
2. Public hearings are conducted at the City Hall to obtain taxpayer comments. Prior to September 30, the budget is legally enacted through passage of a resolution.
3. The City cannot legally exceed the budget; however, the City Manager is authorized to transfer budgeted amounts within a department. Any revisions that change the total expenditures of any department must be approved by the City Commission. The legal level of budgetary control is the department level.
4. Formal budgetary integration is employed as a management control device during the year for all of the City's funds.
5. Budgeted amounts presented in the accompanying financial statements have been adjusted for legally authorized revisions of the annual budget during the year. Encumbrance accounting is not employed. Unexpended and unencumbered appropriations lapse at the end of the fiscal year and are reappropriated in the ensuing year.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 4 - Cash and Investments:

Following are the components of the City's cash and investments at September 30, 2017:

Cash	\$ 5,357,536
Investments	<u>33,831</u>
	<u>\$ 5,391,367</u>

Deposits - All of the City's deposits are at institutions which are Qualified Public Depositories pursuant to Florida Statutes. Therefore, all bank deposits are entirely insured or collateralized by the Federal Depository Insurance Corporation (FDIC) and the Bureau of Collateral Securities, Division of Treasury.

Investments - The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the City's own data in measuring unobservable inputs.

The City's investment policies are governed by State Statutes and City ordinances. City ordinance allows investments in any financial institution that is a qualified public depository of the State of Florida as identified by the State Treasurer, in accordance with Chapter 280 of the Florida Statutes. Authorized investments are:

1. The State Board of Administration Local Government Investment Pool (SBA);
2. Securities and Exchange Commission Registered Money Market Funds;
3. Savings accounts and certificates of deposit in state-certified qualified public depositories;
4. The Florida Municipal Investment Trust, administered by the Florida League of Cities, Inc.
5. U.S. Government Agency Securities and U.S. Treasury Bills, Notes and Bonds;
6. Overnight bank sweep accounts.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 4 - Cash and Investments (Continued):

Investments (Continued) - The SBA is not a registrant with the Securities and Exchange Commission (SEC); however, the State of Florida does provide regulatory oversight. The Board has adopted operating procedures consistent with the requirements for a 2a-7 fund for the Florida Prime Fund; therefore, the pool net asset value per share can be used as fair value for financial reporting.

Investments made by the *City of Belle Isle* at September 30, 2017 are summarized below. In accordance with GASB 31, investments are reported at amortized cost, which approximates fair value.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
Florida PRIME	\$ 33,831	AAAm	51 days

Credit Risk:

The City's investment policy limits credit risk by restricting authorized investments to those described above.

Custodial Credit Risk:

In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2017, all of the City's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2017, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk:

The City's investment policy requires diversification, but does not specify limits on types of investments.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 4 - Cash and Investments (Continued):

Interest Rate Risk:

The City's investment policy does not specifically address interest rate risk; however, the general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. The City manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

Note 5 - Property Tax:

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and payable by March 31. The County bills and collects property taxes. Collections of the property taxes by the county and remittance of them to the City are accounted for in the general fund. City property tax revenues are recognized when levied to the extent that they result in current receivables.

The City is permitted by the Municipal Finance Law of the State to levy taxes up to \$10 per \$1,000 of assessed valuation for general governmental services other than the payment of principal and interest on long-term debt and in unlimited amounts for the payment of principal and interest on long-term debt. The combined tax rate to finance general governmental services for the year ended September 30, 2017, was 4.4018 per \$1,000 which means the City has a tax margin of 5.5982 per \$1,000 and could raise up to \$3,571,111 before discount, additional each year from the present assessed valuation of \$637,903,361 before the limit is reached.

Note 6 - Charter School Management Agreements:

Both Cornerstone Charter High School and Cornerstone Charter Academy have entered into a management agreement with Academica Dade, LLC, a professional charter school management company. Academica provides management and administrative services to the Charter Schools including, but not limited to, facility design, staffing recommendations, human resource coordination, regulatory compliance, legal and corporate upkeep, maintenance of the books and records, bookkeeping, budgeting, and financial reporting.

The agreements between the Schools and Academica Dade, LLC calls for a fee of \$700 per full time equivalent (FTE) student per year. The agreement is for a period of five years, through June 30, 2020, and unless terminated by the Board of Directors shall be renewed along with any renewals to the Charter Agreement. The Charter Agreement with The School Board of Orange County, Florida expires on June 30, 2027.

CITY OF BELLE ISLE, FLORIDA

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 7 - Capital Assets:

Capital asset activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<u>Governmental Activities:</u>				
Capital Assets, not being depreciated:				
Land	\$ 2,218,357	\$ -	\$ -	\$ 2,218,357
Total capital assets, not being depreciated	<u>2,218,357</u>	<u>-</u>	<u>-</u>	<u>2,218,357</u>
Capital Assets, being depreciated:				
Buildings	7,776,250	2,425	-	7,778,675
Improvements	1,268,107	155,741	-	1,423,848
Machinery & equipment	1,335,695	175,971	(191,942)	1,319,724
Intangibles	48,858	6,910	-	55,768
Infrastructure	8,449,016	202,359	-	8,651,375
Total capital assets being depreciated	<u>18,877,926</u>	<u>543,406</u>	<u>(191,942)</u>	<u>19,229,390</u>
Less Accumulated Depreciation for:				
Buildings	(1,077,181)	(193,136)	-	(1,270,317)
Improvements	(618,906)	(79,198)	-	(698,104)
Machinery & equipment	(1,126,442)	(82,557)	191,942	(1,017,057)
Intangibles	(38,324)	(7,308)	-	(45,632)
Infrastructure	<u>(3,025,389)</u>	<u>(376,653)</u>	<u>-</u>	<u>(3,402,042)</u>
Total accumulated depreciation	<u>(5,886,242)</u>	<u>(738,852)</u>	<u>191,942</u>	<u>(6,433,152)</u>
Total capital assets being depreciated, net	<u>12,991,684</u>	<u>(195,446)</u>	<u>-</u>	<u>12,796,238</u>
Governmental activities capital assets, net	<u>\$ 15,210,041</u>	<u>\$ (195,446)</u>	<u>\$ -</u>	<u>\$ 15,014,595</u>

Depreciation expenses were charged to functions/programs of the City as follows:

General Government	\$ 196,605
Public Safety	79,973
Physical Environment	<u>462,274</u>
	<u>\$ 738,852</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 8 - Retirement Plans:

Employees Defined Contribution Plans - The City is a participant in the Florida Municipal Pension Trust Fund, a multiple employer 401(a) defined contribution plan. The plan is established and administered by and can be amended under the authority of the Florida League of Cities, Inc. All full-time employees are eligible to participate in the plan upon the first month following 30 days of employment. As soon as an employee is eligible to participate in the plan, contributions are made by the City. Under this plan, the City contributes 10% of eligible wages for police officers and 7% for all other eligible employees. The contribution rate is established by the City Commission. Employees do not participate in the plan funding. Employees are 100% vested upon completion of one year of service. No fixed benefits are paid or payable upon retirement. At September 30, 2017, there were 24 participants in the plan.

During the year ended September 30, 2017, the City contributed \$84,850 to the plan. Forfeitures of unvested balances totaling \$27,603 were used to reduce the City's contribution. The City has no unfunded liability under this plan.

Deferred Compensation Plan - The City also participates in the Florida Municipal Pension Trust Fund 457(b) Deferred Compensation Plan, a multiple employer plan created in accordance with Internal Revenue Code Section 457 (the 457 Plan). The 457 Plan, available to all full-time employees immediately upon employment, permits participants to defer a portion of their current salary until future years. The plan is established and administered by, and can be amended under the authority of the Florida League of Cities, Inc. The City is not required and does not contribute to the 457 Plan. At September 30, 2017, there were 7 active plan participants. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

All assets of these plans are held in trust for the exclusive benefit of plan participants and their beneficiaries, and are not accounted for in the City's financial statements.

Note 9 - Other Postemployment Benefits:

Pursuant to Resolution 10-15, the City has elected not to make continuation of group health insurance through the City's current provider available to retirees and eligible dependents.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 10 - Long-Term Debt:

Long-term debt activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Capital Leases	\$ 11,023	\$ -	\$ (10,356)	\$ 667	\$ 667
Revenue Bonds	10,160,000	-	(225,000)	9,935,000	240,000
Unamortized Premium	21,036	-	(2,103)	18,933	-
Compensated Absences	55,991	86,636	(53,196)	89,431	8,943
	<u>\$ 10,248,050</u>	<u>\$ 86,636</u>	<u>\$ (290,655)</u>	<u>\$ 10,044,031</u>	<u>\$ 249,610</u>

Capital Lease - The City has entered into lease agreements as lessee for financing the acquisition of equipment. These lease agreements qualify as capital leases for accounting purposes, and therefore have been recorded at the present value of the minimum lease payments of the inception date. A summary of equipment acquired through capital lease is as follows:

	Governmental Activities
Equipment	\$ 135,443
Less: Accumulated depreciation	(134,731)
	<u>\$ 712</u>

The future minimum lease obligations of the minimum lease payments at September 30, 2017 are as follows:

Year Ending September 30,	Governmental Activities
<u>2018</u>	<u>671</u>
Total Minimum Lease Payments	671
Less: amount representing interest	(4)
Present Value of Minimum Lease Payments	<u>\$ 667</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 10 - Long-Term Debt (Continued):

Revenue Bonds - On September 27, 2016, the City issued \$935,000 of FMLC Refunding and Improvement Revenue Bonds, Series 2016 with interest rates ranging from 2.0% to 4.0% to refund FMLC Revenue Bonds, Series 2006. The \$935,000 loan is secured by a covenant to appropriate in the annual budget the amount of non-ad valorem revenues to satisfy repayment.

Total principal and interest remaining on the Series 2016 Bonds as of September 30, 2017 is \$956,450. For the year ended September 30, 2017, total principal and interest paid was \$104,725.

In October 2012, the City of Belle Isle issued Charter School Lease Revenue Bonds, Series 2012, in the amount of \$9,625,000. The proceeds of the Bonds were used to finance the costs of acquisition of charter school facilities located within the City of Belle Isle. The City is leasing these facilities to the City of Belle Isle Charter Schools, Inc. pursuant to the Lease Agreement dated October 1, 2012. The Charter Schools are obligated to make base rent payments under the Lease in a total amount sufficient to pay all sinking fund installments of the 2012 Bonds until maturity in 2042. Under the Lease, all Charter School revenues are pledged to the payment of base rent to the City. See Note 14 for further discussion of Lease. The average annual debt service on these Bonds is \$700,000 per year. These Series 2012 Bonds are limited obligations of the City of Belle Isle payable solely out of the pledged revenues and neither the property, the full faith and credit, nor the taxing power of the City, is pledged as security for the payment of the Bonds.

Total principal and interest remaining on the Series 2012 Bonds as of September 30, 2017 is \$18,113,175. For the year ended September 30, 2017, principal and interest paid was \$693,400 and total pledged revenue for the year was \$963,674.

Revenue bonds outstanding at year end are as follows:

<u>Governmental Activities</u>	<u>Interest Rates and Dates</u>	<u>Maturity</u>	<u>Original Amount</u>	<u>Balance September 30, 2017</u>
Charter School Lease Revenue Bonds, Series 2012	5.50% - 6.00% (4/1 & 10/1)	10/1/2042	<u>\$ 9,625,000</u>	\$ 9,165,000
FMLC Refunding Revenue Bonds, Series 2016	2.00% - 4.00% (4/1 & 10/1)	10/1/2026	<u>\$ 935,000</u>	770,000
Total				<u>\$ 9,935,000</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 10 - Long-Term Debt (Continued):

Annual debt service requirements to maturity for the note and bonds are as follows:

<u>Year Ending September, 30</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2018	\$ 240,000	\$ 563,075
2019	250,000	551,575
2020	265,000	539,450
2021	280,000	527,050
2022	290,000	513,550
2023 - 2027	1,555,000	2,349,425
2028 - 2032	1,540,000	1,942,200
2033 - 2037	2,055,000	1,422,300
2038 - 2042	3,460,000	726,000
	<u>\$ 9,935,000</u>	<u>\$ 9,134,625</u>

Note 11 - Line of Credit:

The City entered into a revolving line of credit agreement with a financial institution on July 19, 2012 for the amount of \$750,000. The interest rate is the Wall Street Journal prime rate plus 50% floating with a floor of 4.5%. Repayment terms are interest only due monthly with maturity date of 12 months. The line of credit is unsecured. At September 30, 2017, the City had \$750,000 available on the line of credit to draw down.

Note 12 - Risk Management:

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; job-related illnesses or injuries to employees; and natural disasters. Risk of loss from the above is transferred by the City to various commercial insurers through the purchase of insurance. There has been no significant reduction in insurance coverage from the previous year. There have been no settlements in excess of insurance coverage in any of the prior three fiscal years.

Note 13 - Contingencies:

During the ordinary course of its operations, the City is a party to various claims, legal actions, and complaints. In addition, although the outcome of these lawsuits is not presently determinable, in the opinion of the City's management and legal counsel, these matters are not anticipated to have a material financial impact on the City.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 14 - Lease Agreement:

On October 1, 2012, the City of Belle Isle Charters Schools Inc. (the "Schools") entered into an educational facilities lease agreement with the City of Belle Isle. Pursuant to the Lease, the Schools are obligated to make payments of "Incremental Rent" to the City. Annual incremental rent shall equal \$700 multiplied by the total enrolled students for the schools, with minimum rent equaling the debt service requirements for the year. The Schools must also meet certain requirements and covenants under the lease agreement, including maintaining a "Debt Service Coverage Ratio" of at least 1.20 and maintaining 45 days cash and unrestricted available funds on hand. These covenants were met during the year ended September 30, 2017. The City received rent of \$963,674 during the year ended September 30, 2017. The City's budget for FYE 2018 includes annual rent to be received of \$1,001,000 based on an estimated student count of 1430. The estimated future minimum payments to be received by the City are as follows:

Fiscal Year Ending	Amount
2018	\$ 1,001,000
2019	1,001,000
2020	1,001,000
2021	1,001,000
2022	1,001,000
2023 - 2027	5,005,000
2028 - 2032	5,005,000
2033 - 2037	5,005,000
2038 - 2042	5,005,000
	<u>\$ 25,025,000</u>

Following is a schedule of cost and accumulated depreciation of capital assets under the operating lease:

Land, Buildings, and equipment	\$ 8,100,401
Accumulated Depreciation	(856,298)
Capital Assets Held for Lease	<u>\$ 7,244,103</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 15 - Discretely Presented Component Units:***Cornerstone Charter Academy -***

Investments - The Cornerstone Charter Academy (the "Academy") had the following recurring fair value measurements as of June 30, 2017:

- Government money market mutual funds of \$2,440,492 valued using Level 2 inputs.

The government money market mutual fund values its portfolio securities at amortized cost which approximates fair value. The government money market mutual fund primarily invests in cash, high quality, short-term U.S. government securities and/or repurchase agreements that are collateralized fully by government securities that have been valued by the fund as Level 2. As of July 3, 2017, maturities of the fund's portfolio holdings are approximately 79% within 30 days.

Capital Assets - Capital assets activity for the Academy for the year ended June 30, 2017, was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital Assets, not being depreciated:				
Land - Charter Schools	\$ -	\$ 209,118	\$ -	\$ 209,118
Total capital assets, not being depreciated	<u>-</u>	<u>209,118</u>	<u>-</u>	<u>209,118</u>
Capital Assets, being depreciated:				
Leasehold improvements	1,845,423	43,631	-	1,889,054
Furniture, equipment and textbooks	2,005,529	318,660	-	2,324,189
Total capital assets being depreciated	<u>3,850,952</u>	<u>362,291</u>	<u>-</u>	<u>4,213,243</u>
Less Accumulated Depreciation for:				
Leasehold improvements	(316,265)	(243,931)	-	(560,196)
Furniture, equipment and textbooks	<u>(1,464,087)</u>	<u>(277,429)</u>	<u>-</u>	<u>(1,741,516)</u>
Total accumulated depreciation	<u>(1,780,352)</u>	<u>(521,360)</u>	<u>-</u>	<u>(2,301,712)</u>
Total capital assets being depreciated, net	<u>2,070,600</u>	<u>(159,069)</u>	<u>-</u>	<u>1,911,531</u>
Governmental activities capital assets, net	<u>\$ 2,070,600</u>	<u>\$ 50,049</u>	<u>\$ -</u>	<u>\$ 2,120,649</u>

Depreciation expense charged to the Academy was \$521,360.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 15 - Discrete Component Units (Continued):

Cornerstone Charter Academy (Continued) -

Note Payable - On August 11, 2015, the Academy obtained a term loan from a financial institution for improvements. The debt bears a fixed interest rate of 4.07% with monthly principal and interest payment based on a five-year straight amortization schedule. All outstanding principal and interest is due at maturity on August 11, 2020. Interest expense for 2017 amounted to \$4,595. Total principal and interest remaining as of the Academy's fiscal year end of June 30, 2017 is \$96,038.

The schedule below details the changes in the Academy's note payable during the year ended June 30, 2017:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Academy Note Payable	\$ 123,813	\$ -	\$ (27,775)	\$ 96,038	\$ 28,954
	<u>\$ 123,813</u>	<u>\$ -</u>	<u>\$ (27,775)</u>	<u>\$ 96,038</u>	<u>\$ 28,954</u>

Annual debt service requirements to maturity for the note are as follows:

<u>Year Ending June, 30</u>	
2018	\$28,954
2019	30,171
2020	31,438
2021	<u>5,475</u>
	<u>\$ 96,038</u>

Cornerstone Charter High School -

Investments - The Cornerstone Charter High School (the "High School") had the following recurring fair value measurements as of June 30, 2017:

- Government money market mutual funds of \$1,082,000 valued using Level 2 inputs.

The government money market mutual fund values its portfolio securities at amortized cost which approximates fair value. The government money market mutual fund primarily invests in cash, high quality, short-term U.S. government securities and/or repurchase agreements that are collateralized fully by government securities that have been valued by the fund as Level 2. As of July 3, 2017, maturities of the fund's portfolio holdings are approximately 79% within 30 days.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Year Ended September 30, 2017

Note 15 - Discrete Component Units (Continued):

Cornerstone Charter High School (Continued) -

Capital Assets - Capital asset activity for the High School for the year ended June 30, 2017, was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital Assets, being depreciated:				
Leasehold improvements	450,041	-	-	450,041
Furniture and equipment	690,664	16,482	-	707,146
Total capital assets being depreciated	<u>1,140,705</u>	<u>16,482</u>	<u>-</u>	<u>1,157,187</u>
Less Accumulated Depreciation for:				
Leasehold improvements	(92,795)	(59,082)	-	(151,877)
Furniture and equipment	(499,010)	(127,893)	-	(626,903)
Total accumulated depreciation	<u>(591,805)</u>	<u>(186,975)</u>	<u>-</u>	<u>(778,780)</u>
Total capital assets being depreciated, net	<u>548,900</u>	<u>(170,493)</u>	<u>-</u>	<u>378,407</u>
Governmental activities capital assets, net	<u>\$ 548,900</u>	<u>\$ (170,493)</u>	<u>\$ -</u>	<u>\$ 378,407</u>

Depreciation expense charged to the High School was \$186,975.

Note 16 - Evaluation of Subsequent Events:

The City has evaluated subsequent events through the date of the independent auditor's report, the date which the financial statements were available to be issued.



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REQUIRED SUPPLEMENTARY INFORMATION

CITY OF BELLE ISLE, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND

Year Ended September 30, 2017

	Budgeted Amounts		Actual Amounts, Budgetary Basis	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Taxes:				
Property taxes	\$ 2,663,786	\$ 2,663,786	\$ 2,711,321	\$ 47,535
Franchise fees and utility taxes	351,715	351,715	373,060	21,345
Licenses and permits	118,220	238,220	358,957	120,737
Intergovernmental	1,585,988	1,585,988	1,610,382	24,394
Fines and forfeitures	12,500	12,500	12,046	(454)
Charges for services	521,920	536,589	579,829	43,240
Investment income	3,000	3,000	4,461	1,461
Miscellaneous	11,500	11,500	42,459	30,959
Total revenues	<u>5,268,629</u>	<u>5,403,298</u>	<u>5,692,515</u>	<u>289,217</u>
Expenditures:				
Current:				
General government:				
Legislative	63,675	63,675	44,393	19,282
Executive	8,800	8,800	2,782	6,018
Finance and administrative	594,546	594,546	406,242	188,304
Other general government	703,009	1,724,898	1,492,388	232,510
Total general government	<u>1,370,030</u>	<u>2,391,919</u>	<u>1,945,805</u>	<u>446,114</u>
Public safety:				
Law enforcement	1,625,352	1,638,132	1,591,615	46,517
Fire control	1,287,011	1,287,011	1,288,352	(1,341)
Total public safety	<u>2,912,363</u>	<u>2,925,143</u>	<u>2,879,967</u>	<u>45,176</u>
Physical environment:				
Roads and streets	702,419	1,053,380	340,467	712,913
Solid waste disposal	465,792	465,792	471,742	(5,950)
Total physical environment	<u>1,168,211</u>	<u>1,519,172</u>	<u>812,209</u>	<u>706,963</u>
Debt service:				
Principal	80,356	80,356	90,356	(10,000)
Interest	41,331	41,331	26,693	14,638
Total debt service	<u>121,687</u>	<u>121,687</u>	<u>117,049</u>	<u>4,638</u>
Total expenditures	<u>5,572,291</u>	<u>6,957,921</u>	<u>5,755,030</u>	<u>1,202,891</u>
Excess (deficiency) of revenues over expenditures	<u>(303,662)</u>	<u>(1,554,623)</u>	<u>(62,515)</u>	<u>1,492,108</u>
Net change in fund balance	(303,662)	(1,554,623)	(62,515)	1,492,108
Fund Balance - beginning	2,549,632	2,549,632	2,549,632	-
Fund Balance - ending	<u>\$ 2,245,970</u>	<u>\$ 995,009</u>	<u>\$ 2,487,117</u>	<u>\$ 1,492,108</u>

CITY OF BELLE ISLE, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER FUND

Year Ended June 30, 2017

	Budgeted Amounts		Actual Amounts, Budgetary Basis	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Charges for services	\$ 306,353	\$ 306,353	\$ 310,465	\$ 4,112
Investment income	3,000	3,000	4,098	1,098
Total revenues	<u>309,353</u>	<u>309,353</u>	<u>314,563</u>	<u>5,210</u>
Expenditures:				
Current:				
Physical environment	394,200	549,750	255,884	293,866
Total expenditures	<u>394,200</u>	<u>549,750</u>	<u>255,884</u>	<u>293,866</u>
Excess (deficiency) of revenues over expenditures	<u>(84,847)</u>	<u>(240,397)</u>	<u>58,679</u>	<u>299,076</u>
Net change in fund balance	(84,847)	(240,397)	58,679	299,076
Fund Balance - beginning	606,257	606,257	606,257	-
Fund Balance - ending	<u>\$ 521,410</u>	<u>\$ 365,860</u>	<u>\$ 664,936</u>	<u>\$ 299,076</u>

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

Year Ended September 30, 2017

The governmental funds' budgets are prepared on a budgetary basis, whereby the City may include a portion of the prior year's fund balance represented by unappropriated liquid assets remaining in the fund as a budgeted revenue in the succeeding year. The results of operations on a GAAP basis do not recognize the fund balance allocation as revenue as it represents prior periods' excess of revenues over expenditures. Also, the City does not budget for financing activities relating to the acquisition of capital assets or refunding of debt.

For the 2017 fiscal year, no adjustments were necessary to convert General Fund expenditures on the GAAP basis to the budgetary basis.

**COMBINING AND INDIVIDUAL FUND
STATEMENTS AND SCHEDULES**



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MAJOR GOVERNMENTAL FUNDS

Debt Service Fund

- This fund was established to account for the lease revenue received from the Charter Schools included as discrete component units. The lease revenue is used to pay the debt service on the Series 2012 Lease Revenue Bonds issued by the City in October 2012, as well as to provide common area maintenance and improvements for the leased properties.

CITY OF BELLE ISLE, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUND

Year Ended September 30, 2017

	<u>Budgeted Amounts</u>		<u>Actual Amounts, Budgetary Basis</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues:				
Investment income	\$ -	\$ -	\$ 4,083	\$ 4,083
Miscellaneous	969,500	969,500	963,674	(5,826)
Total revenues	969,500	969,500	967,757	(1,743)
Expenditures:				
Current:				
Physical environment	350,000	350,000	191,505	158,495
Debt service:				
Principal	145,000	145,000	145,000	-
Interest	548,400	548,400	548,400	-
Total expenditures	1,043,400	1,043,400	884,905	158,495
Excess (deficiency) of revenues over expenditures	(73,900)	(73,900)	82,852	156,752
Fund Balance - beginning	1,128,940	1,128,940	1,128,940	-
Fund Balance - ending	\$ 1,055,040	\$ 1,055,040	\$ 1,211,792	\$ 156,752

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Transportation Impact Fee Special Revenue Fund

- This fund is used to account for collected impact fees on new development which are restricted for use in funding road construction directly related to new growth.

Law Enforcement Education Special Revenue Fund

This fund is used to account for revenues received pursuant to Florida Statutes which imposes a \$2.00 court cost against persons convicted for violations of criminal statutes. Funds must be used to educate and train law enforcement personnel.

CITY OF BELLE ISLE, FLORIDA

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

September 30, 2017

	<u>Special Revenue Funds</u>		
	<u>Transportation Impact Fee</u>	<u>Law Enforcement Education</u>	<u>Total Nonmajor Governmental Funds</u>
Assets:			
Cash and cash equivalents	\$ 240,564	\$ 15,847	\$ 256,411
Total assets	<u>\$ 240,564</u>	<u>\$ 15,847</u>	<u>\$ 256,411</u>
Liabilities:			
Accounts payable	\$ -	\$ -	\$ -
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:			
Restricted for:			
Transportation impacts	240,564	-	240,564
Law enforcement education	-	15,847	15,847
Total fund balances	<u>240,564</u>	<u>15,847</u>	<u>256,411</u>
Total Liabilities and Fund Balances	<u>\$ 240,564</u>	<u>\$ 15,847</u>	<u>\$ 256,411</u>

CITY OF BELLE ISLE, FLORIDA

**COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

For the Year Ended September 30, 2017

	<u>Special Revenue Funds</u>		
	<u>Transportation Impact Fee</u>	<u>Law Enforcement Education</u>	<u>Total Nonmajor Governmental Funds</u>
Revenues:			
Impact fees	\$ 104,390	\$ -	\$ 104,390
Fines and forfeitures	-	1,530	1,530
Investment earnings	4,098	4,099	8,197
Total revenues	<u>108,488</u>	<u>5,629</u>	<u>114,117</u>
Expenditures:			
Current:			
Public Safety	-	4,559	4,559
Total expenditures	<u>-</u>	<u>4,559</u>	<u>4,559</u>
Excess (deficiency) of revenues over expenditures	<u>108,488</u>	<u>1,070</u>	<u>109,558</u>
Net change in fund balances	108,488	1,070	109,558
Fund Balances - beginning	132,076	14,777	146,853
Fund Balances - ending	<u>\$ 240,564</u>	<u>\$ 15,847</u>	<u>\$ 256,411</u>

CITY OF BELLE ISLE, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION IMPACT FEE FUND

Year Ended September 30, 2017

	Budgeted Amounts		Actual Amounts, Budgetary Basis	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Impact fees	\$ 7,150	\$ 7,150	\$ 104,390	\$ 97,240
Investment income	3,000	3,000	4,098	1,098
Total revenues	<u>10,150</u>	<u>10,150</u>	<u>108,488</u>	<u>98,338</u>
Expenditures:				
Current:				
Physical environment	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	<u>10,150</u>	<u>10,150</u>	<u>108,488</u>	<u>98,338</u>
Net change in fund balance	10,150	10,150	108,488	98,338
Fund Balance - beginning	132,076	132,076	132,076	-
Fund Balance - ending	<u>\$ 142,226</u>	<u>\$ 142,226</u>	<u>\$ 240,564</u>	<u>\$ 98,338</u>

CITY OF BELLE ISLE, FLORIDA

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LAW ENFORCEMENT EDUCATION FUND

Year Ended September 30, 2017

	Budgeted Amounts		Actual Amounts, Budgetary Basis	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Fines and forfeitures	\$ 1,200	\$ 1,200	\$ 1,530	\$ 330
Investment income	3,000	3,000	4,099	1,099
Total revenues	<u>4,200</u>	<u>4,200</u>	<u>5,629</u>	<u>1,429</u>
Expenditures:				
Current:				
Public safety	6,200	6,200	4,559	1,641
Total expenditures	<u>6,200</u>	<u>6,200</u>	<u>4,559</u>	<u>1,641</u>
Excess (deficiency) of revenues over expenditures	<u>(2,000)</u>	<u>(2,000)</u>	<u>1,070</u>	<u>3,070</u>
Net change in fund balance	(2,000)	(2,000)	1,070	3,070
Fund Balance - beginning	14,777	14,777	14,777	-
Fund Balance - ending	<u>\$ 12,777</u>	<u>\$ 12,777</u>	<u>\$ 15,847</u>	<u>\$ 3,070</u>



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STATISTICAL SECTION



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STATISTICAL SECTION

This part of the *City of Belle Isle's* comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall health.

<u>Contents</u>	<u>Page</u>
Financial Trends	45
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	
Revenue Capacity	50
These schedules contain formation to help the reader asses the government's most significant local revenue source, the property tax.	
Debt Capacity	54
These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.	
There are no limitations placed upon the amount of debt the <i>City of Belle Isle</i> may issue by either the City Charter or the City's Code of Ordinances or by Florida Statues.	
The <i>City of Belle Isle</i> has no general obligation bonds outstanding.	
Demographic and Economic Information	56
These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.	
Operating Information	58
These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.	

CITY OF BELLE ISLE, FLORIDA

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(accrual basis of accounting)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Governmental Activities										
Net investment in capital assets	\$ 4,588,012	\$ 5,645,520	\$ 5,832,855	\$ 7,118,248	\$ 7,312,195	\$ 6,040,624	\$ 7,244,583	\$ 7,530,107	\$ 8,475,455	\$ 5,561,237
Restricted	778,479	378,961	254,287	442,964	951,727	3,166,639	2,579,822	3,369,730	3,574,581	4,691,458
Unrestricted	1,979,832	911,654	770,409	807,189	1,072,755	1,146,711	1,618,370	2,092,715	2,608,122	5,235,161
Total Governmental Activities Net Position	\$ 7,346,323	\$ 6,936,135	\$ 6,857,551	\$ 8,368,401	\$ 9,336,677	\$ 10,353,974	\$ 11,442,775	\$ 12,992,552	\$ 14,658,158	\$ 15,487,856

CITY OF BELLE ISLE, FLORIDA

CHANGES IN NET POSITION

Last Ten Fiscal Years
(accrual basis of accounting)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Expenses										
Governmental Activities										
General government	\$ 995,667	\$ 992,184	\$ 1,037,331	\$ 1,003,552	\$ 836,317	\$ 1,425,899	\$ 1,184,379	\$ 1,181,293	\$ 1,326,981	\$ 2,000,529
Public safety	1,979,104	1,983,858	2,108,568	2,214,034	2,262,930	2,425,114	2,544,994	2,623,288	2,669,212	2,826,593
Physical environment	1,158,691	1,317,831	1,246,280	1,267,319	1,240,441	1,294,967	1,268,403	1,262,891	1,273,663	1,491,093
Human Services	-	-	-	5,428,025	5,938,563	6,579,138	8,307,234	8,579,049	9,161,001	9,924,710
Interest on long-term debt	106,354	97,978	94,615	83,098	82,149	594,659	628,992	616,652	644,253	585,303
Total Governmental Activities Expense	\$ 4,239,816	\$ 4,391,851	\$ 4,486,794	\$ 9,996,028	\$ 10,360,400	\$ 12,319,777	\$ 13,934,002	\$ 14,263,173	\$ 15,075,110	\$ 16,828,228

Program Revenues

Governmental Activities:										
Charges for services:										
General government	\$ -	\$ -	\$ -	\$ -	\$ 18,978	\$ -	\$ -	\$ -	\$ -	\$ -
Public safety	150,089	94,515	19,798	22,065	20,800	38,077	40,943	54,125	56,471	114,648
Physical environment	168,283	167,983	626,175	814,619	750,586	822,231	853,785	847,737	1,040,533	1,252,569
Human services	-	-	-	126,182	143,114	152,388	180,380	190,147	199,136	179,167
Interest on long-term debt	-	-	-	-	-	698,135	862,972	928,900	957,249	963,674
Operating grants and contributions	210,139	194,172	194,615	689,780	560,001	771,226	436,178	384,248	368,188	412,393
Capital grants and contributions	226,727	22,500	36,485	415,585	377,504	304,156	608,518	619,626	384,035	513,101
Total Governmental Activities Program Revenues	\$ 755,238	\$ 479,170	\$ 877,073	\$ 2,068,231	\$ 1,870,983	\$ 2,786,213	\$ 2,982,776	\$ 3,024,783	\$ 3,005,612	\$ 3,435,552

Total Governmental Activities Net Expense

	\$ (3,484,578)	\$ (3,912,681)	\$ (3,609,721)	\$ (7,927,797)	\$ (8,489,417)	\$ (9,533,564)	\$ (10,951,226)	\$ (11,238,390)	\$ (12,069,498)	\$ (13,392,676)
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General Revenues and Other Changes in Net Position

Governmental Activities:										
Taxes										
Property taxes	\$ 2,102,260	\$ 2,122,775	\$ 2,152,842	\$ 2,397,747	\$ 2,386,130	\$ 2,392,337	\$ 2,479,107	\$ 2,506,520	\$ 2,574,866	\$ 2,711,321
Franchise and utility taxes	395,482	435,928	439,093	438,427	395,910	409,916	410,408	405,135	388,501	373,060
Intergovernmental-unrestricted	1,017,572	921,409	921,752	6,390,668	6,647,812	7,725,730	8,995,459	9,784,811	10,611,076	11,001,560
Investment income and Miscellaneous	86,640	22,381	17,450	211,805	27,841	49,285	155,053	91,701	160,661	136,433
Total Governmental Activities	\$ 3,601,954	\$ 3,502,493	\$ 3,531,137	\$ 9,438,647	\$ 9,457,693	\$ 10,577,268	\$ 12,040,027	\$ 12,788,167	\$ 13,735,104	\$ 14,222,374

Change in Net Position

Governmental Activities	\$ 1,824,635	\$ 117,376	\$ (78,584)	\$ 1,510,850	\$ 968,276	\$ 1,043,704	\$ 1,088,801	\$ 1,549,777	\$ 1,665,606	\$ 829,698
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CITY OF BELLE ISLE, FLORIDA

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE

Last Ten Fiscal Years
(accrual basis of accounting)

	Property Tax	Franchise Fees and Utility Tax	Total
2007	2,088,933	386,624	2,475,557
2008	2,102,260	395,482	2,497,742
2009	2,121,051	412,874	2,533,925
2010	2,152,842	439,093	2,591,935
2011	2,397,747	438,427	2,836,174
2012	2,382,619	388,468	2,771,087
2013	2,392,337	409,916	2,802,253
2014	2,479,107	410,408	2,889,515
2015	2,506,520	405,135	2,911,655
2016	2,574,866	388,501	2,963,367
2017	2,711,321	373,060	3,084,381

Source Orange County Tax Collector

CITY OF BELLE ISLE, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(modified accrual basis of accounting)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011*</u>	<u>2012*</u>	<u>2013*</u>	<u>2014*</u>	<u>2015*</u>	<u>2016*</u>	<u>2017*</u>
General Fund										
Reserved	\$ 382,227	\$ 385,653	\$ -							
Unreserved	2,134,491	943,699	785,854							
Total General fund	<u>\$ 2,516,718</u>	<u>\$ 1,329,352</u>	<u>\$ 785,854</u>							
All Other Governmental Funds										
Reserved	\$ 717,040	\$ 392,826	\$ -							
Unreserved, reported in:										
Special Revenue funds	170,834	430,538	378,961							
Total All Other Governmental Funds	<u>\$ 887,874</u>	<u>\$ 823,364</u>	<u>\$ 378,961</u>							
General Fund										
Nonspendable	\$ -	\$ 171,605	\$ 1,815	\$ 1,353	\$ 520	\$ -	\$ -	\$ -	\$ -	\$ -
Assigned	822,976	719,039	532,657	-	-	303,662	303,662	303,662	303,662	303,662
Unassigned	-	224,677	543,735	1,641,803	2,130,022	2,245,970	2,245,970	2,183,455	2,245,970	2,183,455
Total General Fund	<u>\$ 822,976</u>	<u>\$ 1,115,321</u>	<u>\$ 1,078,207</u>	<u>\$ 1,643,156</u>	<u>\$ 2,130,542</u>	<u>\$ 2,549,632</u>	<u>\$ 2,549,632</u>	<u>\$ 2,487,117</u>	<u>\$ 2,549,632</u>	<u>\$ 2,487,117</u>
All Other Governmental Funds										
Nonspendable	\$ -	\$ 61,250	\$ 277,303	\$ 153,226	\$ 123,979	\$ 113,381	\$ 113,381	\$ 113,381	\$ 113,381	\$ 113,381
Assigned	-	-	-	-	-	-	-	-	-	-
Restricted	692,964	895,277	2,889,336	3,387,740	4,206,811	4,542,011	4,542,011	4,542,011	4,542,011	4,542,011
Total All Other Governmental Funds	<u>\$ 692,964</u>	<u>\$ 956,527</u>	<u>\$ 3,166,639</u>	<u>\$ 3,540,966</u>	<u>\$ 4,330,790</u>	<u>\$ 4,655,392</u>	<u>\$ 4,655,392</u>	<u>\$ 4,655,392</u>	<u>\$ 4,655,392</u>	<u>\$ 4,655,392</u>

* Implementation of GASB Statement No. 54

CITY OF BELLE ISLE, FLORIDA

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Revenues:										
Taxes:										
Property	\$ 2,102,260	\$ 2,122,775	\$ 2,152,842	\$ 2,397,747	\$ 2,386,130	\$ 2,392,337	\$ 2,479,107	\$ 2,506,520	\$ 2,574,866	\$ 2,711,321
Franchise and utility	395,482	435,928	439,093	438,427	395,910	409,916	410,408	405,135	388,501	373,060
Licenses and permits	25,522	8,235	40,366	151,377	114,745	119,342	134,284	158,170	214,627	358,957
Intergovernmental revenues	1,454,438	1,138,081	1,152,852	7,823,267	7,585,317	8,692,337	10,028,321	10,766,686	11,363,299	1,610,382
Charges for services	134,016	146,988	561,417	629,298	772,144	826,483	888,487	893,399	1,051,372	890,294
Impact fees	8,745	12,760	24,255	34,045	7,315	29,138	4,394	14,075	11,730	104,390
Fines and forfeitures	150,089	94,515	19,935	21,611	20,296	37,733	47,943	26,365	18,411	13,576
Investment Income	83,174	9,396	12,487	3,646	6,359	4,739	1,725	4,267	14,500	20,839
Miscellaneous	13,233	12,985	4,963	7,460	40,460	742,956	1,038,364	1,032,434	1,111,915	1,006,133
Total revenues	4,366,959	3,981,663	4,408,210	11,506,878	11,328,676	13,254,981	15,033,033	15,807,051	16,749,221	7,088,952
Expenditures:										
General government	1,378,561	1,484,293	1,032,000	1,006,852	879,717	8,815,568	988,079	991,080	1,136,552	1,945,805
Public safety	1,979,104	2,189,801	2,136,974	2,221,937	2,273,447	2,453,318	2,547,179	2,531,847	2,577,934	2,884,526
Physical environment	1,260,211	1,547,861	1,154,566	1,290,521	860,574	1,251,898	862,239	1,179,457	2,124,541	1,259,598
Human services	-	-	-	6,354,123	6,092,366	6,852,622	8,913,168	8,981,368	9,418,861	-
Debt Service:										
Principal	272,780	287,512	284,324	315,127	575,355	298,326	339,634	250,210	285,919	235,356
Interest	114,785	106,387	103,865	92,519	91,309	600,563	630,970	617,878	607,722	575,093
Bond issuance costs	-	-	-	-	-	434,688	-	-	37,786	-
Total expenditures	5,005,441	5,615,854	4,711,729	11,281,079	10,772,768	20,706,983	14,281,269	14,551,840	16,189,315	6,900,378
Excess Revenues Over Expenditures	(638,482)	(1,634,191)	(303,519)	225,799	555,908	(7,452,002)	751,764	1,255,211	559,906	188,574
Other Financing Sources:										
Capital lease	17,596	173,145	21,000	-	-	-	87,512	21,999	-	-
Bonds/Notes issued	-	-	-	250,000	-	9,625,000	100,000	-	1,081,000	-
Premium on bonds	-	-	-	-	-	-	-	-	21,036	-
Payment to refunded bond escrow	-	-	-	-	-	-	-	-	(918,250)	-
Total other financing sources	17,596	173,145	21,000	250,000	-	9,625,000	187,512	21,999	183,786	-
Net change in fund balance	\$ (620,886)	\$ (1,461,046)	\$ (282,519)	\$ 475,799	\$ 555,908	\$ 2,172,998	\$ 939,276	\$ 1,277,210	\$ 743,692	\$ 188,574
Debt service as a % of noncapital expenditures	32.74%	8.11%	11.47%	3.74%	6.49%	6.62%	18.92%	6.54%	6.31%	17.54%

CITY OF BELLE ISLE, FLORIDA

ASSESSED VALUE AND ESTIMATED VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Total * Taxable Assessed Value</u>	<u>Total Direct Tax Rate</u>	<u>Estimated Actual Taxable Value</u>	<u>Assessed Value as a Percentage of Actual Value</u>
2008	620,697,374	16,023,977	636,721,351	3.4068	629,330,040	98.84%
2009	615,305,721	17,587,224	632,892,945	3.5378	687,514,038	92.06%
2010	576,519,592	18,456,856	594,976,448	3.7432	618,183,229	96.25%
2011	547,396,958	18,999,294	566,396,252	4.4018	591,737,558	95.72%
2012	541,210,654	18,248,983	559,459,637	4.4018	561,857,096	99.57%
2013	543,214,623	18,057,560	561,272,183	4.4018	562,034,022	99.86%
2014	562,918,210	18,467,610	581,385,820	4.4018	584,568,215	99.46%
2015	585,089,524	17,762,519	602,852,043	4.4018	603,075,188	99.96%
2016	595,651,703	17,857,310	613,509,013	4.4018	614,146,295	99.90%
2017	620,289,033	17,137,421	637,426,454	4.4018	637,008,672	99.93%

Source:

Orange County Property Appraiser

* Breakdown between residential & commercial not available

CITY OF BELLE ISLE, FLORIDA

PROPERTY TAX RATES DIRECT AND OVERLAPPING GOVERNMENTS

Last Ten Fiscal Years

Fiscal Year	Direct(1)		Overlapping(2)				Total Direct & Overlapping Rates
	City of Belle Isle	Orange County	School Board	County Library	St. Johns WMD	Lake Conway MSTU	
2007	3.6655	5.1639	7.1690	0.4325	0.4620	0.4729	17.3658
2008	3.4068	4.4347	7.1500	0.3748	0.4158	0.4107	16.1928
2009	3.5378	4.4347	7.1500	0.3748	0.4158	0.4107	16.3238
2010	3.7432	4.4347	7.6730	0.3748	0.4158	0.4107	17.0522
2011	4.4018	4.4347	7.8940	0.3748	0.4158	0.4107	17.9318
2012	4.4018	4.4347	8.5450	0.3748	0.3313	0.4107	18.4983
2013	4.4018	4.4347	8.4780	0.3748	0.3313	0.4107	18.4313
2014	4.4018	4.4347	8.3620	0.3748	0.3283	0.4107	18.3123
2015	4.4018	4.4347	8.4740	0.3748	0.3164	0.4107	18.4124
2016	4.4018	4.4347	8.2180	0.3748	0.3023	0.4107	18.1423
2017	4.4018	4.4347	7.8110	0.3748	0.2885	0.4107	17.7215
Millage Rates (\$1 per \$1,000 of taxable value)							

(1) The direct rate is for operating millage. There is no debt service millage.

(2) Overlapping rates are those of local and county governments that apply to property owners within the City of Belle Isle.

Source: Orange County Tax Collector

CITY OF BELLE ISLE, FLORIDA

PRINCIPAL PROPERTY TAXPAYERS

Current Year and Nine Years Ago

Taxpayer	2017			2008		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Duke Energy Florida	\$ 7,848,795	1	1.28%	-	-	-
Bell Isle Commons	7,591,172	2	1.24%	9,196,544	3	1.45%
Legacy Holdings	6,772,604	3	1.10%	-	-	-
Woodspring Suites	6,216,749	4	1.01%	-	-	-
Sri Balaji Hotels	5,687,781	5	0.93%	-	-	-
Regal Marine	4,597,122	6	0.75%	10,262,176	2	1.61%
Capital Lodging LLC	4,081,679	7	0.67%	-	-	-
McCoy Federal Credit Union	3,755,811	8	0.61%	3,760,867	9	0.59%
Marketing Business Associates	3,100,417	9	0.51%	-	-	-
Siddhi-Vinayak Inc.	3,006,186	10	0.49%	-	-	-
McCoy Condominium Investment LLC	-	-	-	15,973,200	1	2.51%
Columbia Land & Development Corp	-	-	-	8,059,948	4	1.27%
Lee Leo Y TR	-	-	-	7,869,047	5	1.24%
Legacy Land Exchange LLC	-	-	-	7,466,097	6	1.17%
Tandiono Ferry JR	-	-	-	4,119,683	7	0.65%
Efesos Properties, Inc. (Winn Dixie)	-	-	-	4,036,911	8	0.63%
Ontario, Inc.	-	-	-	3,488,818	10	0.55%
	<u>\$ 52,658,316</u>		<u>8.58%</u>	<u>\$ 74,233,291</u>		<u>11.67%</u>

Source: Orange County Property Appraiser
2007 City of Belle Isle CAFR

CITY OF BELLE ISLE, FLORIDA

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

	Total Tax Levy for Fiscal Year	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2008	2,169,182	2,102,260	96.91%	1,576	2,103,836	96.99%
2009	2,239,049	2,119,584	94.66%	2,576	2,122,190	94.78%
2010	2,227,116	2,144,861	96.31%	-	2,144,861	96.99%
2011	2,493,163	2,390,974	95.90%	1,454	2,392,428	95.96%
2012	2,462,629	2,386,130	96.89%	-	2,386,130	96.89%
2013	2,471,814	2,392,337	96.78%	-	2,392,337	96.78%
2014	2,566,675	2,479,107	96.59%	-	2,479,107	96.78%
2015	2,653,634	2,506,520	94.46%	-	2,506,520	94.46%
2016	2,702,361	2,574,866	95.28%	-	2,574,866	95.28%
2017	2,807,923	2,711,321	96.56%	-	2,711,321	96.56%

CITY OF BELLE ISLE, FLORIDA

RATIOS OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

	<u>Governmental Activities</u>		<u>Total Primary Government</u>	<u>Percentage of Personal Income¹</u>	<u>Per Capita</u>
	<u>Revenue Bonds</u>	<u>Capital Leases</u>			
2007	2,775,000	66,771	2,841,771	1.36%	483
2008	2,540,000	46,587	2,586,587	1.24%	440
2009	2,300,000	172,220	2,472,220	1.33%	435
2010	2,045,000	163,896	2,208,896	0.87%	337
2011	1,785,000	108,769	1,893,769	0.77%	316
2012	1,510,000	58,414	1,568,414	0.54%	257
2013	10,860,328	45,088	10,905,416	4.24%	1703
2014	10,559,326	92,966	10,652,292	3.89%	1659
2015	10,358,560	64,755	10,423,315	3.63%	1613
2016	10,181,036	11,023	10,192,059	3.89%	1558
2017	9,953,933	667	9,954,600	3.26%	1486

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements

1 See Demographic and Economic Statistics for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.

CITY OF BELLE ISLE, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

As of September 30, 2017

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable (1)	Estimated Share of Overlapping Debt
Overlapping General Obligation Debt:			
Orange County Board of County Commissioners	\$ -		\$ -
Orange County School Board	-		-
St. John's River Management District	-		-
Direct debt	9,954,600	100%	9,954,600
Total direct and overlapping debt	<u>\$ 9,954,600</u>		<u>\$ 9,954,600</u>

Note:

(1) Ratio of assessed valuation of taxable property in overlapping unit to that within the City of Belle Isle.

CITY OF BELLE ISLE, FLORIDA

PLEDGE - REVENUE COVERAGE

Last Ten Fiscal Years

Fiscal Year Ended Sept 30,	2002C Revenue Bonds			2003B Revenue Bonds			2012 Lease Revenue Bonds			
	Half-Cent Sales Tax	Debt Service Principal	Debt Service Interest	Communication Service Taxes	Debt Service Principal	Debt Service Interest	Lease Revenue	Debt Service Principal	Debt Service Interest	Coverage
2008	779,290	90,000	24,546	259,206	95,000	22,262	-	-	-	-
2009	688,169	95,000	22,030	300,757	95,000	21,472	-	-	-	-
2010	694,066	100,000	17,850	276,677	100,000	18,860	-	-	-	-
2011	751,309	105,000	11,625	255,377	100,000	14,956	-	-	-	-
2012	776,496	110,000	6,800	252,981	105,000	11,816	-	-	-	-
2013	833,187	115,000	2,300	266,822	110,000	12,788	698,135	-	532,373	1.31
2014	-	-	-	248,568	110,000	2,888	862,972	125,000	570,400	1.24
2015	-	-	-	-	-	-	928,900	135,000	563,526	1.33
2016	-	-	-	-	-	-	957,249	140,000	555,898	1.38
2017	-	-	-	-	-	-	963,674	145,000	548,400	1.39

Notes:

The City made last payment on 2002C debt in 2013.

The City made last payment on 2003B debt in 2014.

CITY OF BELLE ISLE, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

	Population	Personal Income ¹	Per Capita Personal Income ¹	Median Age ¹	Education Level In Years of Formal Schooling ¹	Unemployment Rate ¹
2008	5,881	208,328,544	35,424	43.0	14.3	4.50%
2009	5,678	185,295,852	32,634	44.8	14.2	6.77%
2010	6,553	254,236,741	38,797	43.8	14.4	12.0%
2011	5,988	245,831,352	41,054	43.7	13.4	1.80%
2012	6,111	289,673,622	47,402	32.8	14.2	9.80%
2013	6,404	257,402,376	40,194	46.1	14.3	9.90%
2014	6,422	274,090,960	42,680	47.5	14.7	7.70%
2015	6,464	286,865,856	44,379	47.3	14.8	4.80%
2016	6,541	262,320,264	40,104	47.9	14.2	4.40%
2017	6,701	305,599,105	45,605	48.5	13.6	3.50%

¹ Orlando Economic Partnership or U.S. Census Bureau

CITY OF BELLE ISLE, FLORIDA

PRINCIPAL EMPLOYERS

Current Year and Nine Years Ago

Employer	2017			2008		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Regal Marine	615	1	9.18%	120	1	28%
Cornerstone Charter	121	2	1.81%	-	-	-
Days Inn	36	3	0.54%	-	-	-
Wendys	34	4	0.51%	27	6	6%
Comfort Suites	30	5	0.45%	-	-	-
Cork and Fork	24	6	0.36%	-	-	-
Starbucks	21	7	0.31%	-	-	-
Quality Inn	19	8	0.28%	-	-	-
CVS	17	9	0.25%	48	4	11%
La Petite	15	10	0.22%	-	-	-
Winn Dixie - Efesos	-	-	-	70	2	16%
Ramada Inn & Suites	-	-	-	60	3	14%
E-Z Rent A Car	-	-	-	35	5	8%
PF Gyms	-	-	-	20	7	5%
Party Store	-	-	-	21	8	5%
Dollar Store	-	-	-	19	9	4%
Sunflower	-	-	-	8	10	2%
Total	932		13.91%	428		100.00%

Source: Field inspection
2017 The City of Belle Isle has a population of 6701

CITY OF BELLE ISLE, FLORIDA

FULL - TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION

Last Ten Fiscal Years

Function	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Government	5	5	5	5	4	6	5	5	5	5
Public Safety	-	-	-	-	-	-	-	-	-	-
Fire	-	-	-	-	-	-	-	-	-	-
Public Works	4	3	2	2	2	2	2	2	2	2
Parks and Recreation	-	-	-	-	-	-	-	-	-	-
Police Department	-	12	12	20	14	16	16	16	16	17
Total	9	20	19	27	20	24	23	23	23	24

CITY OF BELLE ISLE, FLORIDA

OPERATING INDICATORS BY FUNCTION

Last Ten Fiscal Years

Function	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
General Government										
License/Permit Reviews	501	907	575	1170	1450	1195	1326	764	1056	969
Occupational Licenses Issued	*	*	*	*	*	*	100	178	185	244
Employees paid	64	99	30	27	39	41	41	40	38	38
Public Safety										
Parking violations	237	131	99	56	48	24	34	18	14	39
Highways & Streets										
Streets paved (miles)	24	24	22	25	25	25	25	25	25	0
Streets resurfaced (tons/asphalt)						7.5	7.5	7.5	7.5	0
Sidewalks/bike paths built or repaired (feet)	7085	194	262	262	1200	2200	2200	474	212.5	2289

* Data not available

Source: City of Belle Isle Finance Dept.

CITY OF BELLE ISLE, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION

Last Ten Fiscal Years

Function	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Highways & Streets										
Streets - paved (miles)	24	24	22	25	25	25	25	25	25	25
Streets - unpaved (miles)	0.3	0.3	0.3	0.03	0.03	0.03	0.03	0.03	0.03	0.03
Street lights	671	671	671	740	740	740	740	740	740	740
Parks and Recreation										
Parks	2	2	2	2	3	3	3	3	3	3

* Data not available

Source: City of Belle Isle Public Works Dept.

INTERNAL CONTROL AND COMPLIANCE SECTION



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

The Honorable Mayor and City Commissioners
City of Belle Isle, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the *City of Belle Isle, Florida*, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 9, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the *City of Belle Isle, Florida's* internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the *City of Belle Isle's* financial statements are free of material misstatement, we performed tests on its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance, or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we have reported to management of the City of Belle Isle in a separate letter dated March 9, 2018.

Purpose of the Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDiernit Davis & Company, LLC

Orlando, Florida
March 9, 2018

MANAGEMENT LETTER

Honorable Mayor and City Commission
 City of Belle Isle, Florida

Report on the Financial Statements

We have audited the financial statements of the *City of Belle Isle, Florida*, as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated March 9, 2018.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant’s Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 9, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i).1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have not been taken to address the recommendation made in the preceding annual financial audit report:

Tabulation of Uncorrected Audit Findings		
Current Year Finding #	FY 2016 Finding #	FY 2015 Finding #
ML 17-01	ML 16-01	N/A

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires that we report the results of our determination as to whether or not the *City of Belle Isle, Florida* has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the *City of Belle Isle, Florida* did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the *City of Belle Isle, Florida*. It is management's responsibility to monitor the *City of Belle Isle, Florida's* financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. See Appendix A.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the *City of Belle Isle, Florida* for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information of the *Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.*

McDiernit Davis & Company, LLC

Orlando, Florida
March 9, 2018

**APPENDIX A - RECOMMENDATION TO IMPROVE
FINANCIAL MANAGEMENT**

Year Ended September 30, 2017

ML 17-01 Segregation of Duties

Criteria - Effectively designed internal control requires adequate segregation of duties.

Condition - During our audit, we noted that the design of internal controls included adequate segregation of duties. However, due to the small organization size, the position responsible for the review function for items such as payroll and bank reconciliations is not a part of the finance department.

Cause - The design of internal control relies upon a position that is typically held by an individual with no accounting background or expertise.

Effect - Even though there is adequate segregation of duties in the design of internal control, misstatements could occur, whether due to fraud or error, and may not be identified or corrected in a timely manner.

Recommendation - The review function should be assigned to an individual with the appropriate level of expertise.



CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

March 9, 2018

McDirmit Davis & Company, LLC.
934 North Magnolia Avenue, Suite 100
Orlando, FL 32803

Re: City of Belle Isle FYE September 30, 2017

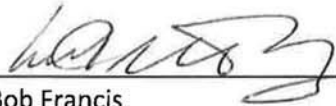
Dear McDirmit Davis & Company,

Your recommendation to improve financial management related to fiscal year ending September 30, 2017 was received by both the City Manager and Finance Manager.

Design of Internal Control

Response: We reviewed your recommendation to assign the review function of items such as payroll and bank reconciliations to an individual with the appropriate level of expertise. At this time, due to limited staff size in the City, we do not have an additional person to fulfill the recommended role.

Sincerely,



Bob Francis
City Manager



Tracey Richardson
Finance Manager

**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH
THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

The Honorable Mayor and City Commissioners
City of Belle Isle, Florida

We have examined City of Belle Isle, Florida's (the City) compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2017. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, City of Belle Isle, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

MCDIRMIT DAVIS & COMPANY, LLC

Orlando, Florida
March 9, 2018



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Honorable Mayor and City Commission
City of Belle Isle, Florida, Florida

We have audited the financial statements of the *City of Belle Isle, Florida, Florida* for the year ended September 30, 2017, and have issued our report thereon dated March 9, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 9, 2015, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our finding regarding a recommendation to improve financial management noted during our audit in a separate letter to you dated March 9, 2018.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of significant accounting policies adopted by the City are described in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate for the allowance for depreciation is based on the estimated useful lives of the capital assets. We evaluated the reasonableness of the useful lives as well as the depreciation methods in determining that it is reasonable in relation to the financial statements taken as a whole.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of our audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of our audit.

Representations Requested from Management

We have requested certain representations from management that are included in the management representation letter dated March 9, 2018.

Management Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management has informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

This report is intended solely for the information and use of the City Commission and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

McDiernit Davis & Company, LLC

Orlando, Florida
March 9, 2018



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