



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL  
Held the 1st and 3rd Tuesday of Every Month  
Tuesday, February 07, 2023 \* 6:30 PM

### AGENDA

#### City Council Commissioners

Nicholas Fouraker, Mayor  
Vice-Mayor - Jim Partin, District 7

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck  
District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

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

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Commissioner Ed Gold, District 1
3. **Presentations**
  - a. Good Citizenship Awards presented to Donald and Jeanet Abbott for assisting BIPD
  - b. Life Saving Awards presented to Corporal Oscar Lugo, Officer Jacob Tapia, Officer Christian Rodriguez, and Officer Kevin Grisales
  - c. Supervisor of the Year Award presented to Corporal Oscar Lugo
  - d. Officer of the Year Award presented to Officer Jon Paul Gargano
  - e. Distinguished Officer of the Year Award presented to Corporal Andrew Clark
4. **Consent Items** - These items are considered routine and have been previously discussed by the Council. They will be adopted by one motion unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
  - a. Proclamation for Pioneer Days
  - b. Approval of the City Council meeting minutes – January 17, 2023
  - c. Approval of Equipment donation to the City
5. **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.
6. **Unfinished Business**
  - a. Ordinance 23-01 - Second Reading and Adoption: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, PROVIDING FOR REGISTRATION OF SEPTAGE HAULERS AND TRANSPORTERS OPERATING WITHIN THE CITY; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
  - b. Resolution 23-01 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, EXTENDING A MORATORIUM ON THE USE OF ARTIFICIAL TURF FOR LANDSCAPING; PROVIDING THAT THE CITY SHALL NOT ACCEPT, PROCESS, OR CONSIDER APPLICATIONS FOR THE INSTALLATION OF ARTIFICIAL TURF DURING THE MORATORIUM; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
7. **New Business**
  - a. Request of JJ's Waste and Recycling for rate increase due to increase at the Recycling Facility

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"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 2

- [b.](#) Appoint new Representative to the PMRS Insurance Board
  - [c.](#) Approve Donation to Pioneer Days Annual Event
  - [d.](#) Approve Recommendations of Budget Committee for Equipment and Personnel
  - [e.](#) Discuss Change to Municipal Code for RV Parking
  - [f.](#) Discuss Report from Orange County Traffic on Hoffner Avenue Speed Study
- 8. Attorney's Report**
- 9. City Manager's Report**
- a. General Items of Interest
  - [b.](#) Issues Log
  - c. Chief's Report
  - d. PW Director's Report
- 10. Mayor's Report**
- 11. Items from Council**
- 12. Adjournment**

Office of the Mayor

# CITY OF BELLE ISLE



## Proclamation

Declaring February 25th and February 26th, 2023 as

**“Pine Castle Pioneer Days”**

**Whereas,** the story of Pine Castle begins with the Harney Homestead, which was settled after the Civil War; and

**Whereas,** Pioneer Days will be documenting their history from farming in the 1890s to the development of Sky Lake a half-century ago; and

**Whereas,** Pioneer Days provide educational opportunities, historical reenactments, encampments, storytelling, traditional music; and

**Whereas,** Belle Isle is proud to celebrate Pine Castle Pioneer Days, its culture, and preserving its history by celebrating trains and the railroad of our community; and

# PIONEER DAYS FESTIVAL

50<sup>th</sup>  
Anniversary



**Therefore, be it resolved that I,** Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby designate February 25th and 26th, 2023, as Pine Castle Pioneer Days and urge citizens to recognize Pine Castle Pioneer Days for its valuable impact on our community.

**In Witness Whereof,** I hereunto have set my hand and caused the Seal of the City of Belle Isle to be affixed this 7<sup>th</sup> day of February 2023.

**Attest**

\_\_\_\_\_  
Yolanda Quiceno, CMC-City Clerk

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



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

Tuesday, January 17, 2023, \* 6:30 pm  
**MINUTES**

Present was:

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

Absent was:

- District 4 Commissioner – Randy Holihan

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

Vice Mayor Partin called the meeting to order at 6:30 pm, and the Clerk confirmed the quorum. Also present were City Manager Francis, Attorney Chumley, Deputy Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

**2. Invocation and Pledge to Flag** – Commissioner Jim Partin, District 7  
Comm Partin gave the invocation and led the pledge to the flag.

**3. Presentations**

Chief Houston introduced and recognized Corporal Oscar Lugo and Corporal Andrew Clarke. Deputy Chief Grimm spoke briefly on new initiatives of DUI Saturation and concentrated on Hoffner Avenue.

**4. Consent Items**

Approval of City Council meeting minutes – January 3, 2023

**Comm Carugno moved to approve the minutes as presented.  
Comm Gold seconded the motion, which passed unanimously 6:0.**

**5. Citizen's Comments**

Vice Mayor Partin opened for Citizen Comments. There being no comments, Vice Mayor Partin closed citizen comments.

Mayor Fouraker joined the meeting.

**6. Unfinished Business**

**Ordinance 23-01 - First Reading and Consideration:** AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, PROVIDING FOR REGISTRATION OF SEPTAGE HAULERS AND TRANSPORTERS OPERATING WITHIN THE CITY; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

City Clerk read Ordinance 23-01 by Title.

**There being no discussion, Comm Smith moved to place Ordinance 23-01 on February 7, 2023, Council Agenda for a second reading and possible adoption.**

**Comm Gold seconded the motion, which passed unanimously upon roll call 6:0.**

## 7. New Business

### a. Surplus of City Equipment

Mayor Fouraker read the summary provided by the City Manager to declare the attached list as City surplus under Section 2-221 of the Belle Isle Municipal Code (BIMC).

**There being no discussion, Comm Gold moved to declare the iPhones and iPads to be surplus and to direct the City Manager to dispose of the surplus according to the BIMC.**

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

**Comm Gold moved to excuse Comm Holihan from tonight's meeting.**

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

### b. Discuss the Decision of the Lake Conway Navigation District Advisory Board to Raise the MSTU Millage Rate

Council shared its concerns and spoke on the following,

- The process of the meeting/etiquette and the limited public comment.
- They noted that the previous meeting minutes are in disarray and do not address the explanation for the significant increase in administrative costs.
- The results of the feasibility lake study were not shared and provided to the City.
- The budget was unclear and was addressed with guestimates; there is no accountability.

Mayor Fouraker stated that he believes the Board has good intentions. He said in speaking with Mr. Francis, he agrees and supports creating a restricted fund with a time restraint to be used specifically for Lake Conway projects. Mayor Fouraker said he would like to lead the discussion with the Board of County Commissioners and address some of the City's challenges with how the increase in the MSTU Tax is spent and where they will find additional funding.

After discussion, the Mayor suggested the following to be offered to the NAV Board,

- Add a Non-voting member added to the NAV Board from this Council to run their meetings, i.e., timekeeper.
- Communicate with the Belle Isle representatives on the NAV Board and submit requests to them for agenda items to be addressed.
- Start a dialogue by narrowing down the agenda items and pairing them with projects that the County will start first.
- Create a restricted fund with a time restraint to be used with the MSTU Taxes collected.

## 8. Attorney's Report - na

## 9. City Manager's Report

### a. Issues Log

- City Manager Francis provided a copy of the Issues Log dated January 17, 2023. Council did not give any comments.

### b. Chief's Report

Chief Houston reported on the following,

- Disabled residents can schedule door-to-door mail delivery by contacting the Post Master.
- Offered meeting with Council members to discuss Hoffer Stats report.

### c. Public Works Report

Phil Price gave updates on closing the Sol Project, commencing CCTV storm drain projects, and the Cross Lake Bid project. Mayor Fouraker asked if the Public Works staff could fix the post of the mirror on Cove Drive that was damaged during the last storm.

## 10. Mayor's Report

Mayor Fouraker reported on the following,

- Mayor Fouraker gave an update on the ANAC meeting and Comm Carugno's efforts on behalf of the City. The next meeting will be towards the end of February.
- He shared positive feedback on the CCA Expansion. He noted that Traffic Studies are being done.
- He met with Congressman Soto and noted that he would like to partner with the City and will visit three local businesses for a short story.

## 11. Items from Council

- Comm Partin announced that the area of St Moritz will be under construction and be closed to thru traffic.
- Comm Shuck said speeding and motorcycle traffic on Orange Avenue has increased and asked if Orange County can add more officers on the weekend.
- Comm Carugno asked if the Council can schedule a workshop with the CCA Board on the CCA Expansion. He also asked if the ordinance on recreational vehicle parking be on the next agenda for discussion.

## 12. Adjournment

There being no further business, Mayor Fouraker called for a motion to adjourn.  
The motion passed unanimously at 8:30 pm.



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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Donation of Equipment

**Background:** The City received a donation of five (5) filing cabinets. The donation policy states that unrestricted donations of \$5,000 or less may be accepted by the City Manager and that the City Manager shall report to the City Council on all donations in excess of \$1,000 at a City Council meeting within thirty days of accepting the donation.

The price for the cabinets is approximately \$890 new.

**Staff Recommendation:** The City Manager accepted the donation

**Suggested Motion:** **No motion is necessary.**

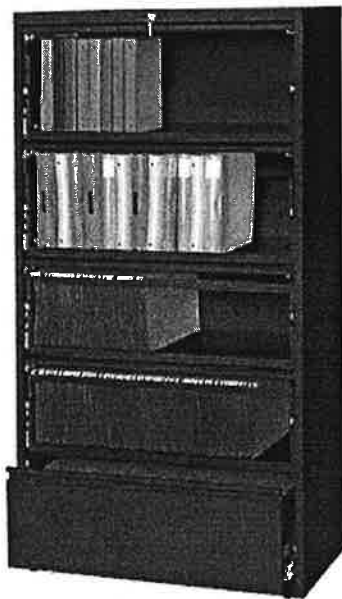
**Alternatives:** None

**Fiscal Impact:** Donation of equipment totally approximately \$4,450

**Attachments:** Price sheet for similar cabinet



Product name or item number...



# Lateral File Cabinet Blk 68 5/8 H Steel

Item No. 48YC50 Manufacturer: HIRSH MPN: 17902

Lateral File Cabinet File Cabinet Type Lateral Series HL10000 File Size A4/Legal/Letter Number of Drawers 5 Number of Doors 0 Overall Width 36 in Overall Height 68 63/100 in Overall Depth 18 63/100 in Finish Powder Coated Color Black Material Steel Handle Type Full-Width Drawer Pulls Label Holder In

[Read full description](#)

[Print Preview](#)

Price **\$ 888.<sup>37</sup>** excl. tax

Qu...

[ADD TO CART](#) >

Compare product

## DESCRIPTION SPECIFICATIONS

Lateral File Cabinet File Cabinet Type Lateral Series HL10000 File Size A4/Legal/Letter Number of Drawers 5 Number of Doors 0 Overall Width 36 in Overall Height 68 63/100 in Overall Depth 18 63/100 in Finish Powder Coated Color Black Material Steel Handle Type Full-Width Drawer Pulls Label Holder Included Yes Lock Included Yes Assembled Standards ANSI/BIFMA Includes Hang Rails Roll-Out Shelves





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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** 2<sup>nd</sup> Reading and Adoption of ordinance 23-01(Registration of Septic Haulers)

**Background:** This ordinance requires septic haulers to register with the City to make sure they have the proper state licenses and other documentation that allow them to legally operate in the City. It also allows for the City to take some action against the hauler if they do not perform their duties according to their license. It allows haulers to use city streets when hauling septic loads. If there is a spill, the registration provides the City will emergency contact numbers for spill remediation. The City can also provide a list of registered contractors to residents who call and ask who they can (or can't) use.

**Staff Recommendation:** Adopt Ordinance 23-01

**Suggested Motion:** I move we adopt Ordinance 23-01.

**Alternatives:** Make further changes to the ordinance

**Fiscal Impact:** None

**Attachments:** Ordinance 23-01

**ORDINANCE NO. 23-01**

**AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, PROVIDING FOR REGISTRATION OF SEPTAGE HAULERS AND TRANSPORTERS OPERATING WITHIN THE CITY; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, in order to better communicate with and monitor the business of septage haulers operating within the City of Belle Isle, the City finds it necessary to establish a septage hauler registration program within the City; and

**WHEREAS**, such registration program will provide the city with emergency contact information for septage haulers operating within the City so that the City may contact those haulers in the event of a spillage or discharge of septage or other waste material within the City; and

**WHEREAS**, such registration program is further designed to ensure that septage haulers operating within the city have all required licenses and appropriate insurance coverage in the event of a spill or discharge affecting the health, safety, and welfare of the public.

**IT IS HEREBY ORDAINED BY THE CITY OF BELLE ISLE AS FOLLOWS:**

**SECTION 1.** The foregoing recital(s) is/are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** **Registration of Septage Haulers within the City.** Chapter 24 – SOLID WASTE of the City’s code of ordinances is hereby amended to include the following new Article III – Septage Haulers, which reads as follows (~~stricken through~~ language are deletions; underlined language are additions; and subsections or portions of the city’s code of ordinances not included or otherwise omitted are not being amended or removed):

**ARTICLE III – SEPTAGE HAULERS**

**SEC 24-50. Registration of Septage Haulers**

(a) The city administration is authorized and directed to establish guidelines for the registration of septage hauling. Conduct of a septage hauling business within the jurisdictional limits of the City is unlawful unless such business is registered with the City of Belle Isle and such business holds all appropriate licensure as may be required by the State of Florida and Orange County pursuant to § 37-739 of the Orange County Code of Ordinances. For the purposes of this article, a septage hauler is defined as any person or entity who carries on or is otherwise engaged in the business of cleaning or emptying of septic tanks, cesspools, grease traps,

seepage pits, vault privies, chemical toilets, and other receptacles of human sewage within the City of Belle Isle.

- (b) Septage haulers must file their registrations with the Office of the City Clerk in a form prescribed by the city manager. At a minimum, besides the required state and county permits and licenses, a septage hauler registering with the city must provide to the city its business/proprietor's name, address, telephone number, a valid local business tax receipt number, and the name of the hauler's emergency contact person and a telephone number where such emergency contact person may be reached, together with proof of insurance showing that the hauler carries appropriate insurance coverage in those amounts and types as may be required by the city's risk manager.
- (c) The city will maintain a list of septage haulers registered to operate within the city. The list assists residents by providing choices for a septage hauler that has complied with the registration requirements of the city. The city's listing of any septage hauler does not constitute an endorsement or recommendation by the city or its employees, but merely identifies such hauler as having complied with the registration requirements of this article. City staff or representatives may not, in the course of carrying out their duties on behalf of the city, recommend or otherwise promote any septage hauling service over others.
- (d) If the city manager or his or her designee determines that a septage hauler has violated the city's requirements pertaining to septage hauling, such septage hauler will be suspended and removed from the list of registered septage haulers with written notice mailed to the service. Such hauler will be further suspended from providing services within the City of Belle Isle for a minimum of one year from the date of the suspension. In addition to such suspension and/or removal, the city may impose a fine and/or lien against any septage hauler violating the city's registration or other requirements pertaining to septage haulers consistent with the provisions of § 14-37 of the city's code of ordinances. Any septage hauler that has been suspended and removed from the list may make a request in writing to the city clerk for a hearing before city council to appeal the removal. Any such request must succinctly state the basis for the appeal and be received by the city manager or his or her designee within 30 days following the septage hauler's receipt of the suspension notice.

**SECTION 3. Codification.** Section 2 of this ordinance is incorporated into the Code of Ordinances 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 substance, construction, or meaning of this ordinance or the city's Code of Ordinances may be freely made.

**SECTION 6. 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 will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions of this ordinance.

**SECTION 7. Conflicts.** In the event of a conflict or conflicts between this ordinance and any other ordinance or provision of law, this ordinance governs and controls to the extent of such conflict.

**SECTION 8. Effective Date.** This ordinance shall take effect upon approval by the City Council. The City Manager may commence the registration program outlined herein upon the City Council's approval of the second reading of this ordinance.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_  
Nick Fouraker, Mayor

ATTEST:

\_\_\_\_\_  
Yolanda Quinceno, City Clerk

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



**CITY OF BELLE ISLE, FLORIDA**

**CITY COUNCIL AGENDA ITEM COVER SHEET**

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Resolution 23-01, Extending Moratorium on Installation of Artificial Turf

**Background:** The P&Z Commission reviewed the information presented at the January 24, 2023 meeting and decided to have the staff do additional research and come up with criteria for a variance process if needed. The current moratorium expires on April 4, 2023. The staff wanted additional time to do the tasks that the P&Z Commission wanted due to other larger projects coming to the P&Z in the next few months.

The Planning & Zoning Commission requested that the City Council extend the moratorium on the installation of artificial turf for another 180 days until they could make a determination if artificial turf should be allowed and included in the Land Development Code.

**Staff Recommendation:** The staff supports the moratorium extension.

**Suggested Motion:** I move that approve Resolution 23-01 extending the artificial turf moratorium for another 180 days.

**Alternatives:** Do not approve the resolution and have the moratorium expire on April 4, 2023, or extend it to another date

**Fiscal Impact:** None

**Attachments:** Resolution 23-01

1 RESOLUTION NO. 23-01

2  
3 A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, EXTENDING A MORATORIUM  
4 ON THE USE OF ARTIFICIAL TURF FOR LANDSCAPING; PROVIDING THAT THE CITY  
5 SHALL NOT ACCEPT, PROCESS, OR CONSIDER APPLICATIONS FOR THE INSTALLATION  
6 OF ARTIFICIAL TURF DURING THE MORATORIUM; PROVIDING FOR SEVERABILITY AND  
7 PROVIDING FOR AN EFFECTIVE DATE.

8  
9 WHEREAS, pursuant to Ordinance 22-06, the City of Belle Isle adopted a temporary moratorium  
10 imposed upon the installation of artificial turf; and

11  
12 WHEREAS, the City staff needs to evaluate problems further, issues, impacts, and concerns  
13 occurring in the City related to artificial turf on artificial turf to address the problems, issues, impacts,  
14 and concerns and prevent long-term detrimental effects on residents, property values, water quality and  
15 other adverse impacts from artificial turf; and

16  
17 WHEREAS, the City has determined that the moratorium imposed by this Ordinance is in the  
18 interests of the public health, safety, and welfare; that the moratorium is necessary and is of the  
19 minimum duration that will allow the City to study problems associated with artificial turf, develop, and  
20 adopt new regulations; that the moratorium will not deny property owners the use of their property nor  
21 impose an unreasonable burden on such use; that the moratorium imposes a reasonable and non-  
22 extraordinary delay on artificial turf; and that the moratorium will not reduce property values; and

1           **WHEREAS**, at a public meeting on August 30, 2022, the Planning and Zoning Commission  
2 adopted a motion to recommend the City Council impose a 180-day extension on the moratorium for the  
3 installation of artificial turf, and

4           **WHEREAS**, at a public meeting on September 6, 2022, the City Council passed Resolution 22-22,  
5 the City Council imposed a 180-day extension on the moratorium for the installation of artificial turf, and;

6           **WHEREAS**, at a public meeting on January 24, 2023, the Planning and Zoning Commission  
7 continued to discuss artificial turf and decided that more time is necessary to continue research and  
8 discussion and adopted a motion to recommend the City Council impose a 180-day extension on the  
9 moratorium for the installation of artificial turf

10

11           **NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BELLE ISLE:**

12

13 **SECTION 1. RECITALS.** The foregoing recitals are incorporated herein and found by the City Council to  
14 be true and correct statements as to the legislative findings of the City Council.

15

16 **SECTION 2. MORATORIUM.**

17           A. The moratorium enacted and imposed by Ordinance 22-06 is hereby extended an additional 180  
18 days from the original expiration date. During this time, the City will not accept, process, or  
19 consider applications for artificial turf.

20           B. The moratorium shall expire upon the earlier of the following:

- 21                   1. September 4, 2023;
- 22                   2. The effective date of an ordinance adopted by the City Council to address
- 23                             artificial turf; or
- 24                   3. The effective date of a Resolution of the City Council repealing the moratorium in
- 25                             response to the staff report or by a recommendation from the Planning and
- Zoning Commission.

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**SECTION 3. 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 Resolution will take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE THIS 7th DAY OF February, 2023.**

CITY OF BELLE ISLE

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

ATTEST: \_\_\_\_\_  
YOLANDA QUICENO, CITY CLERK

\_\_\_\_\_  
APPROVED AS TO FORM AND LEGALITY  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution 22-22 was duly and legally passed and adopted by the Belle Isle City Council in



1 session assembled. At this session, a quorum of its members were present on the \_\_\_\_ day of

2 \_\_\_\_\_ 2022.

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4 \_\_\_\_\_

5 Yolanda Quiceno, City Clerk

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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Request of JJs Waste and Recycling

**Background:** JJs Waste and Recycling is requesting the City pay for a cost increase passed along to them from the Materials Recovery Facility (MRF). The MRF, the facility that separates and prepares single-stream recycling materials to be sold to end buyers, is run by Waste Management. The cost, per ton, increased in December from \$72.70 to \$95.00 (an increase of 22.30/ton).

Solid waste and recycling is charged as a non-ad valorem assessment on the property tax bill. It cannot be changed once the TRIM notice comes out in July. That would mean the resident will not see this increase until their next tax bill in 2024. However, either the City, JJs, or both will have to absorb the cost for this year.

Based on the reports submitted by JJs to the City, we estimate the average cost increase to be \$12,000 for this year.

**Staff Recommendation:** Although JJs received an 8% increase in October, the staff believes that the request is justified; however the City Manager is requesting the Council direct the City Manager to negotiate with JJs for this year’s cost increase.

**Suggested Motion:** I move we direct the City Manager to negotiate the cost increase with JJs Waste and Recycling.

**Alternatives:** Reject JJs request for additional funding.

**Fiscal Impact:** \$12,000 from the General Fund

**Attachments:** Request Letter from JJ’s  
Letter from MRF  
Recycling Reports

FW: Message from KM\_C360i

Darren Bateson <darren.bateson@jjswaste.com>

Wed 2/1/2023 1:42 PM

To: Bob Francis <bfrancis@belleislefl.gov>

Afternoon Bob,

Thankyou for your time in relation to the cost of Recycling for the city. JJ's believes that recycling is an essential service that should be made available to residents of your community. It is a service offering which reduces the amount of waste we send to landfill, and has a positive environmental impact. To date the city and it's residents have performed exceptionally well, with only a very small number of rejected loads, which I recall was at the beginning of the contract, when we were educating the residents on the do's and don'ts associated with this type of service. This is an extremely good result. Unfortunately, the cost of providing this service is impacted by a number of factors, first and foremost commodity pricing, followed closely by the labor market required to operate the Materials Recovery Facility, and finally options for the recycling of the product. In the current economic climate, there has been a significant decline in the commodity pricing, and we have only 1 option to take the product for recycling, being the Waste Management Recycling Facility located in Orange County. Waste Management have notified us of a significant increase, with information detailed below, which we hope will explain the required increase to continue with this service offering, which we highly recommend continues, based on the exceptional job the residents do.

Please find attached for Reference :-

- Letter of increase from WM
- Contract Language Pass-through of Increase

As a quick discussion point can I please bring your attention to the below points in regards to the costs of disposal for Recycling :-

Start of contract 2019-2020

- Disposal for recycling being charged @ \$50.00 per ton

Increase of 3% in 2020-2021

- Disposal for recycling being charged @ \$51.50 per ton

Increase of 3% in 2021-2022

- Disposal for recycling being charged by JJ's @ \$53.04 per ton

Increase of 8.3% 2022-2023

- Disposal for recycling being charged by JJ's @ \$57.44 per ton

Unfortunately in May 1<sup>st</sup> 2022 the recycling costs again increased to \$72.72 per ton from what we were charging of \$57.44 per ton. Therefore an overall increase of \$15.22 per ton increase.

Then again on December 1<sup>st</sup> 2022 WM increased their disposal costs to \$95.00 per ton

Under the contract we had allowed for a variance which we where prepared to wear, but unfortunately since the last Increase from December 2022 these costs are now going to have to be passed to the City.

At present - JJ's charge out costs to the City for Recycling Disposal is at \$57.44 per ton.. Actual costs via WM \$95.00 per ton

**Moving forwards in 2023** :- Actual disposal costs brought in-line with the current disposal costs of \$95.00 per ton from WM; JJ's will not back charge anything from previous months 2022 to 2023

Please note :- Average disposal tonnages are approximately tons per week since 2019 to 2022. The actual Data/Spreadsheet is also attached to this email, the below summarizes the information in this detailed report

- Average of 542.11 tons annually over the last 3 years / 12 months = 45.18 tons p/m
- 45.18 tons p/m x the difference of \$37.56 per ton we're not charging = a loss of \$1,696.96 per month
- Pass through required = \$20,363.52 annually
- The loss of \$20,363.52 / 2666 homes = \$7.64 per household annual increase required to break even
- Or \$0.64 Increase per household monthly
- Basically this equates to an increase of 2.8% Increase required.

We trust this is sufficient information to allow us to apply the modest pass through, however, if you have any question on any of the above please don't hesitate in giving me a call.

a.

Regards

Darren Bateson  
General Manager  
3905 El Rey Road ORLANDO, FL 32808  
T (407) 298 3932  
E [Darren.Bateson@jjswaste.com](mailto:Darren.Bateson@jjswaste.com)

**JJ's Waste & Recycling**

[www.jjswaste.com](http://www.jjswaste.com)



**From:** Bob Francis <[bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov)>  
**Sent:** Monday, January 30, 2023 8:39 AM  
**To:** Darren Bateson <[darren.bateson@jjswaste.com](mailto:darren.bateson@jjswaste.com)>  
**Subject:** Re: Message from KM\_C360i

Darren - Your or Darrell will have to send a letter to me or the Council requesting the recycling price increase and cite the contract language where this is allowed. The Council will need more than the letter you received. I will need it by Thursday. Thanks, Bob

Sincerely,

Bob Francis  
City Manager  
City of Belle Isle  
1600 Nela Avenue  
Belle Isle, FL 32809  
(407) 851-7730 (o)  
(407) 450-6272 (c)  
[bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov)



**From:** Darren Bateson <[darren.bateson@jjswaste.com](mailto:darren.bateson@jjswaste.com)>  
**Sent:** Friday, January 27, 2023 11:52 AM  
**To:** Bob Francis <[bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov)>  
**Subject:** RE: Message from KM\_C360i

26.2 Pass-through of Increased Governmental Costs or increased Landfill Disposal Costs.

The Contractor may request and City will approve an increase in the monthly rate hereunder if, during the term of this Agreement, the Contractor's costs increase solely as a result of an increased or new fee, charge, or assessment imposed by any relevant governmental authority including, a city, county, municipality or the Federal or State government on the Contractor's business capital or operations or due to increased disposal costs (including landfill and alternative disposal or recycling facility costs) after the date of this Agreement, provided that the fee, charge, or assessment was not imposed due to the Contractor's violation of any applicable legal requirement. Such adjustment will not be limited by the 3% maximum adjustment related to any CPI based adjustment. To obtain an increase in the monthly rate under this subparagraph, the Contractor must submit documentation confirming the amount of or increase in the fee, charge, or assessment and the effective date of the increase, and must provide the City proportionate share of the increased cost. No pass-through will be effective until the City has approved the increase and made an appropriate adjustment to its rate order; however, City will not unreasonably condition or delay any such pass-through increase.

Belle Isle Month on Month Waste Comparison

Type	2019	2020	2021	2022	2023	2024
Yard Waste	98	92.81	51.64	242.45		
General Waste	239	160.08	225.93	625.01		
Recycling	10	51.04	40.2	101.24		
Bulk	20	0	0	20		
<b>Total Tons Collected</b>	<b>367</b>	<b>303.93</b>	<b>317.77</b>	<b>988.7</b>		

Type	2019 (O.N.D only)	2020	2021	2022	2023	2024
Yard Waste	242.45	1378.03	1188.48	1222.46		
General Waste	645.01	3180.39	2992.38	2992.573		
Recycling	101.24	589.29	568.51	468.54		
<b>Total Tons Collected</b>	<b>988.7</b>	<b>5147.71</b>	<b>4749.37</b>	<b>4683.573</b>	<b>0</b>	<b>0</b>

Type	2020	2021	2022	2023	2024	Total 2020
Yard Waste	79.46	96.49	154.21	157.05	103.87	1378.03
General Waste	293.37	245.01	311.74	314.11	251.02	3180.39
Recycling	52.19	43.75	44.62	62.45	43.44	589.29
<b>Total Tons Collected</b>	<b>425.02</b>	<b>378.88</b>	<b>510.57</b>	<b>533.61</b>	<b>398.33</b>	<b>5147.71</b>

Type	2021	2022	2023	2024	Total 2021
Yard Waste	73.06	158.1	112.76	97.03	1188.48
General Waste	253.94	334.16	245.26	219.75	2992.38
Recycling	41.54	53.33	43.5	43.99	568.51
<b>Total Tons Collected</b>	<b>368.54</b>	<b>385.25</b>	<b>401.52</b>	<b>360.77</b>	<b>4749.37</b>

Type	2022	2023	2024	Total 2022
Yard Waste	49.78	61.67	178.5	1222.46
General Waste	177.49	212.11	306.84	2992.573
Recycling	33.81	44.13	54.62	468.54
<b>Total Tons Collected</b>	<b>261.08</b>	<b>317.91</b>	<b>539.96</b>	<b>4683.573</b>



JJS Waste & Recycling LLC  
3905 El Rey Rd  
Orlando, FL 32808

Dear JJS Waste & Recycling LLC,

This notice is to inform you that due to unprecedented inflationary cost increases affecting all aspects of our business, the processing fee charged to deliver single-stream recycling to our facility on Young Pine Rd in Orlando will move to \$95.00/ton effective 12/1/22.

JJS Waste and Recycling are no doubt feeling these same inflationary and cost increases and we regret the necessity of adjusting your processing fee to keep recycling the right way viable for years to come. We appreciate your business at WM. Please feel free to reach out to me if you have any questions.

Regards,

A handwritten signature in black ink that reads "Michael DeClerck".

Michael DeClerck  
Area Director of Recycling Operations – Florida

1800 N Military Trail Suite 201  
Boca Raton, FL 33431  
(585) 303-8464



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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Appointment to the Public Risk Management Board

**Background:** Public Risk Management, the City’s insurance carrier, is requesting that the City Council name a Board Member for the City of Belle Isle. PMRS Stated that the Alternate does not automatically move into the position of the Board Member when the Board Member is no longer there - that person must be appointed in writing. Former Commissioner Sue Nielsen was the primary Board member and Commissioner Partin is the alternate.

Article 6.1 of the By-Laws requires that each Member (City of Belle Isle) appoint, in writing, a Board Member and an Alternate to serve on the Board of Directors. Commissioner Partin will be able to vote at meetings since he is currently named as the Alternate, but both a Board Member and Alternate need to be appointed.

Attached is an excerpt that describes the duties and responsibilities of the Board.

**Staff Recommendation:** Appoint a primary and alternate.

**Suggested Motion:** I move we appoint (Name) as Primary Member and (Name) as Alternate Member to the PRMS Board.

**Alternatives:** None

**Fiscal Impact:** N/A

**Attachments:** PMRS Board Duties and Responsibilities Information



**THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**A CONTRACT AND BY-LAWS**

**FOR**

**PUBLIC RISK MANAGEMENT OF FLORIDA**



**(PRM)**

**AS AMENDED AND RESTATED THROUGH APRIL 27, 2018**

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
(A CONTRACT AND BY-LAWS FOR PUBLIC RISK MANAGEMENT OF FLORIDA)  
(PRM)

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ARTICLES OF ASSOCIATION  
AND BY-LAWS  
OF  
PUBLIC RISK MANAGEMENT OF FLORIDA  
(PRM)

BE IT KNOWN THAT:

The below named public agency or agencies of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of Florida Statutes Sections 768.28(16)(a), 440.57, and 163.01, Florida Interlocal Cooperation Act of 1969, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name and Duration

1.1 Name. The name of this association shall be Public Risk Management of Florida, referred to hereinafter as the Pool.

Article 2 - Definitions and Purpose

2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Annual Payments": The amount each Member must annually pay to fully fund the costs of the full operation of the Pool.

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year should the "Loss Fund" be exhausted. Once the "Aggregate Excess Insurance" is triggered, any further losses within the "Self Insured Retention" will be paid by this coverage.

"Fiscal Year": The fiscal year of the Pool shall begin on October 1<sup>st</sup> and end on September 30<sup>th</sup>.

"Joint Self-Insurance" or "Self-Funded": A self-insurance or self-funded program in which Members agree to annual payments to fully fund the operations of the Risk Management Pool.

"Loss Fund": The fund established to pay claims occurring within the "Self Insured Retention." The "Loss Fund" represents the maximum amount for which the Pool is exposed in a single policy period.

“Maintenance Deductible”: The amount paid by the “Member” before the loss is paid by the “Self Insured Retention.” This is a nominal amount designed to protect the “Loss Fund” from small claims. The “Maintenance Deductible” applies only to property, automobile physical damage and crime losses.”

“Member Deductible”: The portion or monetary amount that PRM will invoice member as mutually agreed.

“Member Self-Insured Retention”: A layer of assumed risk where the Member self-insures a pre-determined amount of loss per occurrence.

"Members": The public agencies of the State of Florida which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

“Multi-Loss Coverage”: This multiple loss protection limits a loss involving more than one line of coverage from one occurrence (i.e. property, liability, workers’ compensation) to one “Self Insured Retention.”

“Policy Year”: The policy year of the Pool shall be from the date of inception of coverage to the termination of said coverage, or on other dates as approved by the membership in attendance at a scheduled meeting of the membership.

"Pool": Public Risk Management of Florida established pursuant to the Constitution and the Statutes of the State of Florida by this Intergovernmental Agreement.

“Preferred Member/membership”: A Member with the Pool, who finds several benefits in pooling, including the multiple benefits to be achieved in participating in all available lines of coverage.

"Risk Management": A program attempting to reduce or limit casualty and property losses to Members and injuries to employees caused by or arising out of the operations of Members. Where claims arise the Pool will provide processing of claims, investigation, defense and settlement within the financial limits of the Pool as established in accordance with this Intergovernmental Agreement and will tabulate such claims, costs and losses.

"Risk Management Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund property coverages, general liability, automobile liability, professional liability, public officials' liability and workers' compensation, and any other coverage lines approved by the Board of Directors.

"Self-Insurance": The decision by a public agency not to purchase insurance coverage for risks below certain limits; to seek and maintain immunities provided by law for a noninsured public agency; to rely upon its financial capabilities to pay covered losses which occur in case third-party claims are held valid and not barred or capped by available immunities; and to purchase some insurance to protect against catastrophic or aggregate losses. The purchase of liability insurance by the Pool or any of its Members is not intended to, and does not, waive sovereign immunity. Purchase of liability insurance shall only be pursuant to Florida Statutes, which allow for the purchase of insurance by the Pool without the waiver of sovereign immunity

by the Pool or any of the Pool's Members and is not pursuant to any other statute of the State of Florida.

“Self Insured Retention”: A layer of assumed risk where the pool or Member self-insures a pre-determined amount of loss per occurrence.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd’s of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

“Standard Member/membership”: A Member with the Pool, who finds several benefits in pooling and who values pricing and the ability to not participate in all available lines of coverage.

2.2. Purpose: The Pool is a cooperative agency voluntarily established by Members as set forth in Florida Statutes Sections 163.01, 768.28 and 440.57 for the purpose of seeking the prevention or lessening of casualty and property losses to Members and injuries to persons or employees which might result in claims being made against Members. The purpose of this Pool is to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer a Risk Management Pool and utilize such funds to defend and protect, in accordance with this Intergovernmental Agreement, any Member of the Pool against liability for a covered loss. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Risk Management Pool are funds directly derived from its Members who are public agencies of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a Joint Self-Insurance or Self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Risk Management Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management is a non-assessable pool.

Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement as set forth in Florida Statutes Sections 768.28, 163.01 and 440.57, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of Florida Statutes Section 163.01(9)(a) and all other applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary for the carrying out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to risk reductions.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Risk Management Pool.

3.1.6. To purchase Aggregate Excess Insurance, Reinsurance, Excess Property Insurance, Excess Workers' Compensation Insurance, Excess Liability Insurance, Pollution Insurance, Boiler & Machinery Insurance and Specific Excess Insurance, and any other form of insurance deemed reasonable and necessary by the Board of Directors to promote or serve the powers and duties of the Pool to supplement the Risk Management Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To establish reasonable and necessary loss reduction and prevention procedures, which shall be followed by the Members.

3.1.8. To provide Risk Management services including the defense of and settlement of claims and to have the authority granted by Florida Statutes Section 768.28(16).

3.1.9. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.10. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.11. To sue or be sued as a separate legal entity.

Article 4 - Participation and Term

4.1. Term: The initial term of the Pool shall be from 12:01 a.m. on October 1, 1987 to 12:01 a.m. September 30, 1989. After the initial two (2) year term of the Pool, the term shall automatically be renewed for an additional term of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Intent to Withdraw: So long as the Pool shall continue in existence, any current or new Preferred Member joining the Pool shall remain a Member for an initial two-year term, except a new Member coming into the Pool after the first day of the policy year shall be obligated to be a member for not less than eighteen (18) months. A new Preferred Member's rates will be guaranteed for their initial term.

Any Member may withdraw from the Pool at the end of the policy year upon serving on the Pool at least forty-five (45) days prior with a written Notice of Intent to Withdraw. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member with intent to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, no later than ten (10) days prior to the beginning of such policy year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification no later than ten (10) days prior to the beginning of the policy year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing policy year. An action to expel a Member shall be taken by the Executive Board in the manner described in Article 17 hereafter.

4.4. Admission of New Members: The Pool's Executive Board shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Board may grant or deny admission to proposed new Members based upon such criteria. Consideration of new Members may be communicated to all PRM Board Members by the Executive Director for any information or feedback that a Member may have regarding the prospective member.

Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool shall commence operations on October 1, 1987.

Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chair and Vice Chair: The Board of Directors shall, commencing the 2003 fiscal year, select a Chair for a three year term. Thereafter, the Board of Directors shall bi-annually select a Chair to serve a two year term. The term of office for the Chair shall begin on the 1<sup>st</sup> day of a fiscal year and expire on the last day of a fiscal year. The Chair shall preside at all meetings of the Board. The Chair shall vote on all matters that come before the Board. The Chair shall have such other powers as may be given from time to time by action of the Board.

The Board of Directors shall bi-annually select a Vice Chair during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chair shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents/brokers, and independent contractors; (2) setting of compensation for Executive Director, agents/brokers and all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the expulsion of Members, except that the approval may be delegated to the Executive Board under Article 4 above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of the operational procedures developed by the Executive Director; (7) approval of educational and other programs relating to risk reduction; (8) approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members; and (9) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Preferred Member shall be entitled to one (1) vote on the Board of Directors. Standard Members have no entitlement to any vote on the Board of Directors, or



otherwise. Such vote by each Preferred Member may be cast only by the Representative of the Preferred Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chair and the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5. Representatives: The Representative selected by the Member shall serve until a successor has been selected. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Board and other Committees: The Board of Directors shall establish an Executive Board (known previously in this Agreement as Executive Committee). That Executive Board shall consist of the Chair of the Board of Directors, the Vice Chair of the Board of Directors, the Treasurer and four (4) Representatives elected by the Board of Directors. The Executive Board shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Executive Board who shall serve on such committees and chair them shall reside with the Chair of the Board of Directors. The Chair of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Board of Directors shall, bi-annually select the four (4) Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the four (4) Representatives shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Executive Board shall have the specific authority and power, as afforded herein by the Board of Directors, to grant binding approval for, and on behalf of, the Pool to bind any and all coverages for both Preferred Members and Standard Members with excess insurers, reinsurers, specific excess insurers, insurance underwriters, insurance wholesalers, insurance brokers and/or intermediaries, and with independent insurance contractors providing and/or affording both insurance and self-insurance coverages to the Pool Members. The Board of Directors shall grant to the Executive Board the authority to approve expenditures, authorize a settlement of claims and suits and take such other action as shall be specifically delegated to the Executive Board. The Executive Board may from time to time appoint interim replacements for any Executive Board member or Pool Officer who vacates their position on the Executive Board, who shall serve until the next scheduled election of such Executive Board member.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors, or serving on the Executive Board. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. (Deleted effective June 19, 2009).

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement to cause a reduction or elimination in the scope of loss protection set out in Article 10 to be furnished by the self-insurance pool derived from payments from the Members, shall require that specific written notice of the proposed change be sent by registered or certified mail to the governing body of the Member and to the Representative serving on the Board of Directors, no less than ten (10) days prior to a meeting of the Executive Board at which this matter is proposed and the amendment as proposed or as amended must receive the approval of at least five (5) out of seven (7) Representatives of the then current Executive Board representing the then Members of the Pool.

6.9.5. In the event of a reduction or elimination in the scope of loss protection as set forth in Article 10 of this Intergovernmental Agreement receives the approval of at least five (5) out of the seven (7) Representatives of the then-current Executive Board as set forth in section 6.9.4, any Member may request, within twenty (20) days of the Executive Board voting to approve such reduction or elimination in the scope of loss protections as set forth in Article 10 of this Intergovernmental Agreement, in writing to the Chair of the Board of Directors that the Executive Board, at a special meeting, take official action to affirm, modify or reverse a decision of the Executive Board affecting the reduction or elimination in the scope of loss protection as set forth in section 6.9.4. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer the matter to the Board of Directors.

Any Member who disagrees with the Executive Board’s final determination may request in writing, within twenty (20) days of the Executive Board’s final determination, that the Board of Directors take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity at a special, or regular, meeting to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the final determination or decision of the Executive Board. Failure on the part of any Member to comply timely with the requirements for appealing the determination by the Executive Board to the Board of Directors within twenty (20) days thereof shall be deemed to be a waiver of any contractual, legal or other rights of appeal by, or on the part of, that Member.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: The Executive Board will establish regular meetings, which shall be held at least three (3) times a year. Regular meetings of the Board of Directors may be held up to four (4) times a year. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each fiscal year, and the Executive Board will establish the tentative times, dates and locations of its regular meetings, and give timely and appropriate prior notice of said meetings to all Preferred and Standard Members. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Board meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors or the Executive Board may be called by its Chair, or by any three Representatives (or in their absence their Alternates), with no less than 48 hours prior written notice. The Chair or in their absence, the Vice Chair, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors, or in their absence, by the Vice Chair. The Executive Board shall have the authority to call such special meetings when: (1) a threatened or actual natural disaster or other emergency exists which requires the scheduling of a special meeting; (2) it is substantially certain that a quorum of voting members will not be present for a scheduled, or upcoming, regular meeting of either the Board of Directors or Executive Board, such that consideration should be given to cancelling or rescheduling said meeting, and/or; (3) the Executive Board is requested to authorize the renegotiation of existing excess, reinsurance and any and all other coverages which occur or take place because of a significant reduction in the availability of existing capacity due to market conditions at that time.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers, with the exception of the Board Secretary who is hired by and reports directly to the Executive Director, shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors or by the Executive Board, any instruments which the Board of Directors or Executive Board have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and shall submit such proposals to the Board of Directors, and to the Executive Board.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as shall be required to do so, shall present a full report of activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report annually to all Members on all claims filed and payouts made.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.3. Treasurer: The Treasurer shall:

8.3.1. Provide general financial oversight of the pool; shall have the authority and shall perform the duties prescribed by the Board of Directors or by direction of any Officer authorized by the by laws or the Board of Directors; shall be selected by the Board of Directors;

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. The Board of Directors shall bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1<sup>st</sup> day of a fiscal year and expire on the last day of a fiscal year.

8.4. Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Risk Management Pool

9.1. Fiscal Year: The fiscal year of the Pool shall commence on October 1, and end on September 30, of each year.

9.2. Budget: The Board of Directors shall approve a preliminary budget for the administration of the Pool. Copies of all preliminary and final budgets shall be provided to each Member of the Board of Directors. The Board of Directors shall adopt a final budget.

9.3. Annual Payment Factors: In determining the amount of the Annual Payment due from each Member, the Executive Director may consider some or all of the following factors:

9.3.1. Number of employees;

9.3.2. Property values of the Member;

9.3.3. Number and type of vehicles owned by the Member and the use made of the vehicles;

9.3.4. Population of the geographic area represented by the Member;

- 9.3.5. The payrolls of the Member;
- 9.3.6. Any unusual exposures presented by the Member;
- 9.3.7. The operating expenditures of the Member; and
- 9.3.8. The claims and loss experience of the Member.
- 9.3.9 Member Deductible
- 9.3.10 Member Self-Insured Retention

9.4. Budget Amendments: Budgets may be amended at any time by majority vote of the Board of Directors.

9.5. Payments – Timing: In subsequent years, the Board of Directors may permit the Annual Payments to be made on a monthly or quarterly basis.

9.6. Retirement Fund Obligations: Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.7. Distribution of Surplus Upon Cessation of the Pool: If in the event that the Pool ceases to exist or operate for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting there from reasonable administrative and other non-allocated costs incurred by the Pool in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Annual Payment for that year to the Annual Payments of all Members for such year.

9.8. Audit: The Board of Directors shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles.

Article 10 - Excess Insurance

10.1. Specific Excess Insurance: The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors and underwriters, based upon but not limited to the current assets, risk analysis, and loss history of the Pool. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd’s of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors and underwriters, based upon but not limited, to the current assets, risk analysis, and loss history of the Pool. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Multiple Loss Coverage: The Pool may purchase Multiple Loss Coverage in the event a single occurrence involves more than one line of coverage, limiting the occurrence to a single “Self Insured Retention.”

10.4. Losses: The Risk Management Pool (Loss Fund), the Specific Excess Insurance and any optional Aggregate Excess Insurance purchased, shall provide payment for covered losses in any one policy year for members up to the limits approved by the Board of Directors. Should losses in any one policy year extinguish all available funds provided by the Pool then the individual Member or Members whose judgment or settlement of claim has been perfected by Florida law shall be responsible for any additional payment. The Pool shall make payments in the order in which the judgments against the Pool have been entered or settlement of claims have been reached or other manner established at a meeting by the Board. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Risk Management Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Pool reasonable access to all facilities of the Member and all records including, but not limited to, financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of loss protection furnished by the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all loss reduction and prevention procedures established by the Pool within its purpose or powers.

11.1.7. To report to the Executive Director or their designee within the time limit specified the following items:

11.1.7.1. To provide on or before November 1 of each policy year of the Pool, the Member's renewal application shall be completed by the member as required by the Underwriters.

11.1.7.2. To report, within five (5) days of receipt, any and all statutory notices of claims, as well as summons and complaint or other pleading before a court or agency involving any claim for which Pool coverage is sought.

11.1.7.3. To report, within ten (10) days of receipt, any oral or written demand for monetary relief for which coverage is sought to the Pool Executive Director.

11.1.7.4. To report to the Executive Director at the earliest practicable moment any information of an occurrence, claim or incident received by the Member and from which the Member could reasonably conclude that coverage will be sought by said Member for such an occurrence, claim or incident.

In the event that the items set forth above are not submitted to the Executive Director within the time periods set forth above, the Board of Directors of the Pool, by a vote of a majority of a quorum of the Board, at a regular or special meeting, may in whole or part decline to provide a defense to the Member or to extend the funds of the Pool for the payment of losses or damages incurred. In reaching its decision, the Board shall consider whether and to what extent the Pool was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish timely notice of the occurrence, claim or incident to the Executive Director. The decision of the Board of Directors shall be final. Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.1.8. To make Payment of any required Deductible(s).

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement or failed to comply with an underwriting requirement that created a substantial change in risk exposure, the Executive Board has the authority to cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and given a reasonable time to take corrective measure prior to the Executive Board's action.

Article 12 - Liability of Board of Directors or Officers of the Pool

12.1. Liability of Directors and Officers: The Representatives (or in their absence their Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or



omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Pool may purchase insurance providing liability coverage for such Representatives or officers.

Article 13 - Additional Insurance

13.1. Member’s Option to Purchase Additional Insurance: The Pool, through the distribution of the minutes of the Board of Directors or through other means shall inform all Members of the scope and amount of Specific Excess and Aggregate Excess Insurance in force at all times. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool. Such purchase shall not be construed to waive sovereign immunity of the Members of the Pool or the Pool. The Pool shall make its facilities available to advise Members of the types of additional or different coverages available to Pool Members.

Article 14 - Settlements

14.1. Settlement/Advance Notice: Whenever the Pool proposes to settle any pending claim or suit where the amount of that proposed settlement shall exceed Ten Thousand Dollars (\$10,000.00), the Member shall be given advance notice of that settlement. Such notice may be given by the establishment of a reserve amount in excess of Ten Thousand Dollars (\$10,000.00), provided that the amount of the settlement does not exceed the amount reserved. The officers and employees of the Pool shall, however, endeavor to give specific oral or written notice to the Member's Representative or Alternate of the exact amount of any proposed settlement in excess of Ten Thousand Dollars (\$10,000.00) prior to the date at which the Pool proposes to bind itself to pay such settlement amount. The officers, employees or independent contractors of the Pool shall attempt to give the Members, as much notice of the settlement negotiations as is possible under the circumstances of each case.

Article 15 – Coverage & Indemnity Dispute Resolution

15.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor shall, in writing, be permitted to decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool. The claim may also be accepted and defense provided but the Pool may reserve the right to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of coverage afforded by the Pool.

Any Member may request in writing to the Chair of the Board of Directors, that the Executive Board, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage or indemnification provided by the Pool. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or

defer the matter to the Board of Directors, subject to any insurance or reinsurance contractual obligations.

Any Member who disagrees with the Executive Board's determination may request in writing that the Board of Directors, at a regular scheduled meeting, take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the decision of the Executive Board, subject to any insurance or reinsurance contractual obligations.

Any Member may seek binding arbitration, if available, pursuant to the Pool's General Coverage Document and, is not required to appeal a coverage or indemnification declination to either the Executive Board or Board of Directors.

Article 16 - Contractual Obligation

16.1. Enforcement: This document shall constitute a binding contract under the Florida Interlocal Cooperation Act of 1969 among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization for Risk Management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

16.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 17 - Expulsion or Termination of Members

17.1. Expulsion. By the vote of two-thirds (2/3) of the Directors serving on the Board of Directors, and by a vote of at least five (5) out of the seven (7) Members serving on the Executive Board on decisions, determinations or issues involving section 4.3 of this Intergovernmental Agreement, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

17.1.1. Failure to make any timely payments due to the Pool.

17.1.2. Failure to undertake or continue loss reduction and prevention procedures adopted by the Pool.

17.1.3. Failure to allow the Pool reasonable access to all facilities of the Member and all records which relates to the purpose, powers or functioning of the Pool.

17.1.4. Failure to furnish full cooperation with the Pool's attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose, powers and proper functioning of the Pool.

17.1.5. Failure to carry out any obligation of a Member which impairs the ability of the Pool to carry out its purpose or powers or functions.

17.1.6. The Preferred Member has given the forty-five (45) days notice described in Section 4.2 and 4.3 above.

17.2. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

17.3. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, maintenance deductibles, workers' compensations, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors.

Article 18 - Special Provisions for Deferred Funding

During the fiscal years commencing on October 1, 1987 and ending on September 30, 1990, the entire Annual “Loss Fund” Contribution was not required by the Board of Directors to be paid within the fiscal year to which it was applicable. The difference between the Annual “Loss Fund” Contribution and the amount required by the Board of Directors to actually be paid to the Pool during such year by a Member is referred to herein as Deferred Funding. Members and former Members during any year for which there existed Deferred Funding may be required by the Board of Directors upon recommendation of the Executive Director to pay their applicable portion of the Deferred Funding in subsequent years. Members or former members will be allowed forty-five (45) days after notification to make any payments of Deferred Funding. The amount of any payments required for Deferred Funding as to each Member shall be based upon the same formula as was used in establishing the Annual “Loss Fund” Contribution for that year.

Article 19 - Termination of the Pool

19.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Section 6.9.4., then the Pool shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

19.2. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

In witness whereof, this agreement has been executed by the Entity: \_\_\_\_\_ . The approval of the foregoing agreement was passed by the Entity: \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and attached hereto, I do hereby execute and the \_\_\_\_\_ does hereby attest to my signature as evidence that the \_\_\_\_\_ has approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 163.01, which commenced its term on October 1, 1987.

\_\_\_\_\_  
Chair of Board

\_\_\_\_\_  
Chair, Public Risk  
Management of Florida

ATTEST:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Request by Pioneer Days for Donation

**Background:** Over the past few years, the City has sponsored the acoustic stage for the Pioneer Days Event. The donation is \$600 for the stage. The Committee is again asking the City to sponsor the acoustic stage again.

The event is scheduled for February 25 and 26.

The City budgeted \$3,000 for donations this year and there is \$2,800 remaining.

**Staff Recommendation:** Approve the request for \$600 to sponsor the acoustic stage.

**Suggested Motion:** I move that we approve the request of the Pioneer Days Committee to sponsor the acoustic stage for \$600.

**Alternatives:** Do not approve the request.

**Fiscal Impact:** \$600 from GF

**Attachments:** Request Form



2022-2023 SPONSORSHIP & ADVERTISEMENT REGISTRATION

Thank you for your interest in being a sponsor for and during "Our 50th Anniversary of Pioneer Days Festival". After completing this registration, please return with payment and artwork to: PCPD, P.O. Box 593175, Orlando, FL 32859-3175. If you have any questions, please call us at 407-427-9692 or email pinecastlepioneerdays@hotmail.com.

TELL US ABOUT YOURSELF!

Name & address [Empty box]

Phone(s): [Empty box]

Email address: [Empty box]

SPONSORSHIP PACKAGES

[ ] Soundstage Sponsor - \$1,000 Full page ad in magazine; right to display banners at sound stage and covered seating area; and choice of booth space in vendor area. (Sponsor supplies banners.)

[ ] Wagon Ride Sponsor - \$1,000 Full page ad in magazine; right to display banners on both sides of wagon; and space to erect a "depot" tent. (Sponsor supplies banners.)

[ ] Acoustic Stage Sponsor - \$600 Half page ad in magazine; right to display a banner at the stage/seating area; and choice of booth space in vendor area. (Sponsor supplies banner.)

[ ] Train Ride Sponsor - \$600 Half page ad in magazine; right to display a banner at the front gate; and space to erect a "depot" tent. (Sponsor supplies banner.)

[ ] SOLD

[ ] General Sponsor - \$300 Quarter page ad in magazine; right to display a banner on perimeter fence; and choice of booth space in vendor area. (Sponsor supplies banner.)

RATES FOR MAGAZINE AD ONLY: Note full-color selections (\*) are subject to availability.

- [ ] SOLD
[ ] Full color\* inside front cover - \$1,000
[ ] Full color\* inside back cover - \$1,000
[ ] Full page (black & white) - \$500
[ ] Half Page (horizontal or vertical) - \$275
[ ] Third Page (horizontal or vertical) - \$200
[ ] Quarter Page - \$150
[ ] Eighth Page (business card) - \$50

DEADLINE FOR MAGAZINE AD ARTWORK IS DECEMBER 30, 2022.

\* Any sponsor returning artwork by November 15, 2022, will receive complimentary ad space in our 2023 "This Day in History" calendar to be printed in time for Christmas gift giving.
\* Magazines will be printed & distributed at the end of January 2023, and at the front gate during the festival weekend.
\* Sponsor banners must be received by February 24, 2023 (the Friday preceding the festival weekend). Call or email as directed at top to make pick-up/drop-off arrangements.



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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Budget Committee Recommendations

**Background:** The City Council directed that the issue of hiring an Assistant City Manager be discussed by the Budget Committee and have the Committee make a recommendation to the City Council. The Budget Committee discussed the Assistant City Manager position as well as other staffing and it was the recommendation of the Budget Committee to conduct a Staffing Study for the City. The last Staffing Study was done in 2016; however the objective of that study was more toward developing a comprehensive play plan that was equitable for the employees and the City. Depending on the scope of the study, the average cost could be \$20,000 - \$25,000.

The Committee also reviewed a request from the public works department to purchase a dump trailer. The City’s dump truck is in the maintenance shop for transmission repairs. After discussing the issue with the Public Works Director, it was determined that it might be more advantageous to the City to purchase a dump trailer which would be more versatile than the dump truck. The Committee also discuss hiring another laborer for public works so the department could operate on a 7-day/week basis. After discussion, the Committee is recommending the approval to purchase the dump trailer and to hire an additional laborer.

The BIPD received a grant in the amount of \$50,000 to be used for the purchase of two license plate readers. The Police Chief discussed the operation of the readers and how they would be deployed. After further discussion the Committee recommended that the 2 readers be purchased with the grant funding.

The recommendations of the Budget Committee are:

1. Have the City conduct a staffing study.
2. Approve the purchase of a dump trailer
3. Approve hiring another PW Laborer
4. Approve the use of grant funds to purchase two license plate readers.



**Staff Recommendation:** Approve the Budget Committee recommendations. A staffing study is a good step forward; however, the need for an Assistant City Manager is still of immediate importance and is still being requested by the City Manager.

**Suggested Motion:** I move that we approve the recommendations of the Budget Committee.

**Alternatives:** Do not accept the recommendation of the Budget Committee.

**Fiscal Impact:** \$50,000 (Grant Funded)  
\$66,784 Public Works Technician (from Needs List)  
\$13,000 for dump trailer (ARPA)

**Attachments:** None (Budget Committee minutes are not yet available)



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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Consideration of RV Parking Changes

**Background:** At the request of Commissioner Carugno at the last Council meeting, the City Council approved adding this topic to the agenda.

In July 2019, the City Council adopted Ordinance 19-04 which changed much of the parking code. During the public hearings on these ordinance changes, the issue of RV parking in the front of the house (driveway or lawn) was discussed. The Council decided not to allow any RV parking in the front of the property for aesthetic reasons.

Section 30-133.c.4 of the BIMC states “No recreational vehicle or utility trailer shall be parked, stored or kept in the front yard of the property, or on any vacant or undeveloped property.”

Since the ordinance was adopted, several instances where RV parking should be allowed in the front yard or driveway have been seen in the City. Some of these include properties hidden from view due to walls, properties with long driveways, or the property is located behind another property.

There are parts of the code that gives the City Manager the authority to permit parking or issue permits under certain circumstances; however there are no provisions that give the City Manager the authority for RV parking exceptions.

**Staff Recommendation:** Council to discuss providing the authority to the City Manager to allow RV parking in the front of the property under certain circumstances.

**Suggested Motion:** I move that we direct the staff to develop changes to the parking code that would allow exceptions to RV parking on residential property.

**Alternatives:** Keep the code as it is.

**Fiscal Impact:** N/A

**Attachments:** None



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

**Meeting Date:** February 7, 2023

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

**From:** B. Francis, City Manager

**Subject:** Report from Orange County on Hoffner Ave Speed Study

**Background:** At the January 3, 2023 Council meeting, the Council discussed the problems with traffic on Hoffner Avenue. It was stated in the meeting that “Hoffner is out of control”. The following day, the City Manager sent an email to Council outlining what needs to be done to bring Hoffner under control. A copy of the email is attached.

On January 27, 2023, the City Manager received an email from Lauren Torres, Orange County Traffic and Engineering Department which stated that the County recently worked with a consultant to review the varying speed limits along Hoffner Ave and determine a safer target speed. The study recommended that a posted speed limit on Hoffner Avenue from Orange Avenue to Conway Road should be modified to 30 mph in the segments currently set at 35 mph. The segments that are posted from 25-30 MPH should remain the same on the other segments of the corridor. She attached a copy of the study for review and further stated that this study has been approved by the BCC. Orange County will be moving forward with changing the signs in the County’s portion of Hoffner Ave to the reduced speed. The County is asking the City to consider the study’s recommendation for speed reduction through the City’s portion.

The recommendations in the study support the concept plans that Orlando Metroplan developed for the City in 2019 for Hoffner Avenue.

The entire report is not attached to the study due to its length and the amount of data that is included in the report. A copy of the entire report which includes traffic counts, speed data and crash data is posted to the City’s website at [www.belleislefl.gov](http://www.belleislefl.gov).

**Staff Recommendation:** The staff recommends, after a review of the report, to move forward with the planning process as outlined in the City Manager’s email.

**Suggested Motion:** **No motion is suggested; however the staff will wait for further direction from the Council.**

**Alternatives:** N/A

**Fiscal Impact:** TBD

**Attachments:** City Manager Email dated January 4, 2023  
Abbreviated copy of the County Report

## Hoffner Avenue

Bob Francis <bfrancis@belleislefl.gov>

Wed 1/4/2023 12:09 PM

To: Ed Gold <egold@cobelleisle.onmicrosoft.com>;Anthony Carugno <acarugno@cobelleisle.onmicrosoft.com>;Karl Shuck <district3@belleislefl.gov>;Randy Holihan <district4@cobelleisle.onmicrosoft.com>;Beth Lowell <district5@belleislefl.gov>;Stan Smith <district6@belleislefl.gov>;Jim Partin <district7@belleislefl.gov>

Cc: Yolanda Quiceno <yquiceno@belleislefl.gov>

Mayor and Council: After the discussion at the meeting last night about Hoffner Avenue and the traffic problems, I do not think that the City can do anything without the cooperation of Orange County simply because Orange County controls the roadway between the white lines. Resolving the traffic issues on Hoffner needs to be a combination of enforcement and physical improvements to the roadway. BIPD already knows what needs to be done with enforcement so for now, I will only focus on what needs to be done for the physical changes necessary to calm traffic.

There are three phases that I believe are necessary to address the issue:

1. **Planning:** The City cannot do this planning in a vacuum and it is ineffective to plan by email. In order to effectively solve the issues, we need to have all parties at the table. I am suggesting that there be a joint workshop convened by the end of January with the City Council and City Staff, and Commissioner Uribe, Orange County Public Works Director and Orange County Traffic & Engineering staff. The responsibility for coordinating the meeting should start with Mayor Fouraker contacting Commissioner Uribe and imploring her to agree to hold this joint meeting and for her to direct her staff to clear their calendars to schedule this meeting. If she cannot direct the staff as a single Commissioner, Commissioner Uribe needs to express to the BCC the importance of this joint workshop. Her staff can then work with the City staff to schedule this meeting by the end of January.

Providing her with photos of the most recent accident and information on traffic stops provided by BIPD should be enough to convince her that this issue is of extreme importance and immediacy. If support is needed to bring her to the table, then all elected officials should contact Commissioner Uribe and express the immediacy and importance of the meeting. The proposed agenda would have topics of short-term improvements; long term improvements; agency responsibilities; funding; and timelines.

2. **Short-term improvements:** There are a few short-term improvements that can be done within the next month for effective traffic calming. One proposal is for Orange County to install Jersey barriers at trouble spots on Hoffner, or allow the City to install them. These could be replaced with a raised median a later time (long-term improvement). Jersey barriers would significantly reduce or eliminate illegal passing and provide a measure of protection from crashes or an out-of-control car crossing the double yellow line as we saw in the most recent accident. They may also provide some measure of slowing traffic down. Jersey barriers can be moved to trouble spots fairly quickly. Yes, there will be complaints about the "ugliness" of the barriers, but it is short term and we are choosing safety over aesthetics. We can also install removable "rumble strips" at areas where traffic needs to slow down, such as the curves. A rumble strip is a great way to alert drivers to dangers ahead. They create a visual, audible, and physical alert to drivers in traffic areas where caution is critical. The strips alert the driver both by causing a tactile vibration and the audible rumbling.

3. **Long-Term (permanent) improvements:** MetroPlan Orlando provided separate concept drawings for the east side of Hoffner and the west side of Hoffner. They also developed a memorandum to support their concepts. We need to move forward with these concepts and impress upon Orange County that they have been vetted by the MetroPlan Orlando staff. Orange County might request (or require) that a traffic study be done for these improvements. Traffic studies, although important, will not reveal anything that we don't already know through our work done by MetroPlan Orlando or our Transportation Plan. A study will delay moving these improvements forward and might be a waste of resources (time, money and personnel) in this instance. Orange County already has statistics and data on Hoffner that can be used in place of a traffic study. Once these concepts are approved, we can move forward with construction documents and bids by the end of the budget year. I think we also need to request funding from the state and federal government to assist in funding these plans. Having both governments move these projects forward, we will stand a better chance at receiving state and/or federal assistance.

Again, the first step is to get Commissioner Uribe on-board. I will speak with Mayor Fouraker about how he wants to approach this. Thank you.

Sincerely,

f.

Bob Francis  
City Manager  
City of Belle Isle  
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(407) 450-6272 (c)  
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## MEMORANDUM

November 4, 2022

**Re: Hoffner Avenue from Orange Avenue to Conway Road**  
Speed Zone Analysis Orange  
County, Florida Project No  
20119.02-03, v1.1

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### 1.0 INTRODUCTION

This Speed Zone Study was performed to evaluate the speed limit on Hoffner Avenue from Orange Avenue to Conway Road, based on existing and projected conditions of the corridor as development continues in the surrounding area. The study was conducted in accordance with the guidelines and procedures outlined in the Florida Department of Transportation (FDOT) *Speed Zoning for Highways Manual*, *FDOT Context Classification Guide*, *Manual of Uniform Traffic Control Devices (MUTCD)*, Orange County Traffic Engineering guidelines, and standard engineering practice.

Ideally the design speed, target speed, and posted speed limit of a roadway segment are consistent and provide the motoring public with matching cues that result in drivers naturally traveling at the desired speed that is safe for the corridor. However, due to changing and evolving conditions, these speeds may be different from each other, resulting in inconsistent driver expectation about the preferred operating speed. In situations where the current design speed and target speed do not match, design, operational, and/or regulatory changes may be considered to move the operating speed and posted speed toward the desired or target speed.

The following analysis and review evaluate the existing and projected conditions on the Hoffner Avenue corridor to provide a recommendation for the desired speed profile and regulatory speed limit(s) for the study corridor.

Hoffner Avenue from Orange Avenue to Conway Road  
Speed Zone Analysis  
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## **2.0 Corridor Characteristics**

### **2.1 Roadway Geometry**

The Hoffner Avenue study corridor is a minor collector roadway, approximately 2.85 miles long, which predominantly travels in the east-west direction. It is a 2-lane undivided roadway with double yellow centerline markings, flushed shoulders, and approximately 12-foot travel lanes. The corridor also has a 5-foot sidewalk on both sides of the roadway, except from Avocado Lane to St. Denis Court W, where it only has sidewalks on the eastbound side of the road, and no sidewalks are present between Orange Avenue and Hansel Avenue. This road has no dedicated bicycle lanes and no lighting poles along the corridor. The study corridor comprises three (3) signalized intersections and 128 access driveways. Crosswalks are present on all approaches at the signalized intersections. There are three (3) pedestrian midblock crosswalks; one (1) school crossing at Randolph Avenue, and two (2) pedestrian crossings with flashing beacons at Pleasure Island Drive and Monet Avenue. The *Annual Average Daily Traffic* (AADT) along the corridor is approximately 17,950 vehicles.

The general roadway alignment is winding with several broad horizontal curves along the corridor. The vertical alignment of the roadway is relatively flat, with no significant changes in elevation along the corridor. While specific sight distance limitations were not evaluated, the large radii of the horizontal curves and the absence of vertical curvature result in adequate sight distance on the corridor.

The roadway's Right-Of-Way (ROW) varies throughout the corridor, ranging from approximately 30 feet to 95 feet, depending on the location. The narrowest ROW of 30 feet is located west of Oak Island Drive and the widest ROW of 95 feet located at St. German Avenue.



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## **2.2 Existing Speed Limit**

Half of the corridor has a posted speed limit of 35 miles per hour (mph), close to Orange Avenue and to Conway Road. In the middle of the corridor, where the ROW reduces and horizontal curves are present, the speed limit is 25 mph. Additionally, the short segment between Orange Avenue and Hansel Avenue has a posted speed of 30 mph. There are two (2) school pavement markings on the corridor, one (1) within a school zone close to Randolph Avenue and one (1) with a pedestrian crossing beacon close to Monet Avenue. **Figure 1** illustrates the study corridor and the location of the signs for posted speed limits, advisory speeds, school crossings, school zones and pavement markings, and pedestrian crossings along Hoffner Avenue.

The change in speed from the three (3) different posted speeds on the corridor is consistent with the geometry and alignment of the corridor and its proximity to dense residential areas and schools.



**Study Corridor Existing Characteristics**  
Hoffner Avenue Speed Zone Study  
2011.02-03

Figure  
**1**

Hoffner Avenue from Orange Avenue to Conway Road  
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### **2.3 Planned and Programmed Improvements**

Roadway improvements programmed within the Metroplan Orlando *FY 2020/21–2024/25 Orlando Urban Area Transportation Improvement Program (TIP)* were reviewed. No roadway or intersection improvements were identified that are funded for construction within the study corridor.

### **2.4 Land Use Context**

The 2.85-mile corridor currently serves a variety of land uses; however, residential land uses are predominant through the corridor. The corridor is located within the cities of Belle Isle, Orlando, and Edgewood, and part of unincorporated Orange County. At the western and eastern limits of the study corridor, the land uses are primarily commercial. The corridor's land uses are typical of an urban corridor that is fully developed. The existing land use is shown in **Figure 2**. The *Orange County InfoMap* and *City Future Land Use Maps (FLUM)* are included in the **Attachments**.

Orange County and Florida Department of Transportation (FDOT) recommend a context sensitive approach while determining target speed for corridors. Target speed is the highest speed at which vehicles should operate on a thoroughfare in a specific context, consistent with the level of multimodal activity generated by adjacent land uses, to provide both mobility for motor vehicles and a supportive environment for pedestrians, bicyclists, and public transit users. The overall context class for the study corridor is C4-Urban General. The allowable target speed range for a C4- Urban General corridor in the *FDOT Design Manual* is 25 miles per hour (mph) to 45 mph, as shown in the *FDOT Design Manual (FDM) Table 201.5.1* (included in the **Attachments**).





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## 2.5 Historical Crash Data

Crash data was obtained from January 1, 2017, to December 31, 2021, from *Signal Four Analytics (S4A)* for the study corridor. The crash data and heat map are included in the **Attachments**.

The historical crashes on Hoffner Avenue reveal that a total of 254 crashes were reported during the five (5) year study period. The crashes were analyzed to determine the most prevalent crash types reported on the corridor. Based on the summary presented in **Table 1**, approximately 63% of the of the crashes along the corridor were rear end and same direction sideswipe crashes.

**Table 1**  
**Crash Type Summary**

Crash Type	2017	2018	2019	2020	2021	Total	Percent
Animal	0	0	0	0	1	1	1%
Backed Into	0	1	2	0	1	4	2%
Head On	2	1	0	1	3	7	3%
Left Entering	0	4	0	1	3	8	3%
Left Leaving	1	0	1	0	1	3	1%
Left Rear	0	1	0	2	2	5	2%
Opposing Sideswipe	2	1	1	1	2	7	3%
Off Road	2	3	2	4	4	15	6%
Other	1	0	3	3	1	8	3%
Parked Vehicle	0	0	1	1	2	4	2%
Pedestrian	0	0	0	1	0	1	0%
Rear End	32	22	35	29	17	135	53%
Right Angle	2	3	4	0	3	12	5%
Right/Through	0	2	1	1	2	6	2%
Right/U-Turn	0	0	1	0	0	1	0%
Rollover	0	0	1	0	0	1	0%
Same Direction Sideswipe	2	4	7	5	8	26	10%
Single Vehicle	3	1	1	1	0	6	2%
Unknown	1	1	0	0	2	4	2%
<b>Total</b>	<b>48</b>	<b>44</b>	<b>60</b>	<b>50</b>	<b>52</b>	<b>254</b>	<b>100%</b>

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According to the *National Highway Traffic Safety Administration (NHTSA)*, the most common causes of rear end collisions are driver distractions, following too close, weather conditions, speeding, and driving under the influence. Further review of the data indicates that in 56 of the crashes (22%) the driver was distracted, and 3 crashes (1%) were alcohol related. In addition, most of the crashes occurred during the day (77%), during clear weather (82%), on dry surface conditions (91%), and intersection-related crashes (19%). The crash data statistics are provided in the **Attachments**.

Analysis of crash severity shows that a total of 92 of the 254 crashes (36%), were crashes with suspected or reported injuries of varying severity on the study corridor during the study period. None of the crashes resulted in fatalities. **Table 2** shows the crash severity using the *KABCO* scale established by the Federal Highway Administration (FHWA), which evaluates the severity of auto collision injuries.

**Table 2**  
**Crash Severity Summary**

Injury Severity	2017	2018	2019	2020	2021	Total	Percent
Fatal - K	0	0	0	0	0	0	0%
Incapacitating Injury - A	3	0	0	0	4	7	3%
Non-Incapacitating Injury - B	3	6	5	3	4	21	8%
Possible Injury - C	12	6	16	20	10	64	25%
Property Damage Only - O	30	32	39	27	34	162	64%
<b>Total</b>	<b>48</b>	<b>44</b>	<b>60</b>	<b>50</b>	<b>52</b>	<b>254</b>	<b>100%</b>

While excessive speed was not directly indicated as the primary cause of any of the 254 crashes, the crash data indicates that speeding may be increasing the frequency and severity of crash events. A reduction in speed profile on Hoffner Avenue may mitigate some of the crash severity concerns.

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### **3.0 Speed Limit Evaluation**

#### **3.1 85<sup>th</sup> Percentile Speed**

Vehicle speed data, for a duration of 24 hours on Hoffner Avenue between Orange Avenue and Conway Road, was collected for five (5) locations on May 17-19, 2022 and September 14 & 21, 2022. The speed measurements were taken east of Foy Street, 300 feet east of Embassy Street, east of Pleasure Island Drive, east of Louvre Avenue and between Darden Avenue and Pelleport Avenue. The volume, average speed, 85th percentile speed, and 10-mile pace were evaluated for each count location. The 24-hour vehicle volume and speed data are included the **Attachments**.

The 85th percentile speed method takes the calculated 85th percentile speed, 10-mph pace, and speed limit reductions into consideration to determine the recommended posted speed limit, as outlined in the FDOT *Speed Zoning Manual*. The recommended posted speed limit is determined by the lowest identified speed from the rounded 85th percentile speed and rounded upper limit of the 10-mph pace.

The resulting speed profile may be reduced by up to 8 mph to account for roadway characteristics or desired target speeds based on land use context. Therefore, for the purposes of this study, the speed limit results were adjusted by 8 mph along most of the corridor to account for the prevalence of access driveways and lack of deceleration lanes. The speed was then rounded to the nearest 5 mph value to determine the resultant speed limit based on the prevailing speed profile with adjustments. The results of the speed data collection are provided in **Table 3**.

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**Table 3  
 Speed Study Summary**

Location	Dir	Vol	Speed			10-mph Pace	Speed Limit		
			Mean	50 <sup>th</sup> %ile	85 <sup>th</sup> %ile		Observed	Adjustment	Adjusted
Hoffner Ave, East of Foy St	EB	9,124	30	31	37	25-35	40	8	30
	WB	8,131	27	28	34	25-35	35	8	30
Hoffner Ave, 300' East of Embassy St	EB	8,617	32	32	36	25-35	35	8	25
	WB	8,342	31	32	36	25-35	35	8	25
Hoffner Ave, East of Pleasure Island Dr	EB	8,887	29	29	34	25-35	35	8	30
	WB	8,340	30	29	34	25-35	35	8	30
Hoffner Ave, East of Louvre Ave	EB	9,202	32	32	37	25-35	35	8	30
	WB	8,748	34	34	39	30-40	40	8	30
Hoffner Ave, From Darden Ave to Pelleport Ave	EB	8,739	33	34	39	30-40	40	8	30
	WB	8,508	34	35	44	30-40	45	8	30

Based on the prevailing speed/85<sup>th</sup> percentile speed method, the recommended posted speed limit is 25 mph for the middle segment of the Hoffner Avenue corridor from Embassy Street to Louvre Avenue and 30 mph at the starting and ending segments of the corridor, from Orange Avenue to Embassy Street and from Louvre Avenue to Conway Road.

**3.2 USLIMITS 2**

The web-based tool provided by the Federal Highway Administration (FHWA) called “*USLIMITS2*” was used to determine the speed limit. *USLIMITS2* considers various factors including the 85th and 50th percentile speeds, section length, Annual Average Daily Traffic (AADT), adverse alignment, statutory speed limit, roadway cross- section, terrain, access points, and crash history.

The operating speed method *USLIMITS2* recommends a speed limit of 30 mph for the 2-lane segment of Hoffner Avenue study corridor. The *USLIMITS2* report is provided in the **Attachments**.



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#### **4.0 Findings and Recommendations**

##### **4.1 Speed Zone Recommendations**

Observations of prevailing speeds indicate that the current 85th percentile speeds range from 35 to 45 mph. The prevailing speed method (including allowable adjustments) indicates that the speed limit should be set to 30 mph in the segments where the current speed limit is 35 mph and maintain the current speed limits of 25 mph and 30 mph in the other segments of the corridor. The speed counts demonstrated that the drivers are speeding in the entire corridor; therefore, mitigation measures are required to enforce the recommended speed limit.

Based on this review, it is recommended that a posted speed limit on Hoffner Avenue from Orange Avenue to Conway Road is modified to 30 mph in the segments currently set at 35 mph and maintain the existing posted speeds (25 mph and 30 mph) on the other segments of the corridor. This speed limit modification will show a consistent speed limit for the straight segments of study corridor and will help to lower the rear end/sideswipe crashes.

##### **4.2 Short-Term Mitigation Measures**

The implementation of a dynamic speed feedback sign, a traffic calming device that displays message for drivers traveling over the threshold speed, could help reduce vehicle speeds. Other short-term mitigation measures include placing the speed limit on the pavement markings, providing reflective pavement markers (RPMs) along the roadway to provide better delineation and/or to provide a feeling of friction, and provide transverse pavement markings placed across the lane perpendicular to direction of travel.

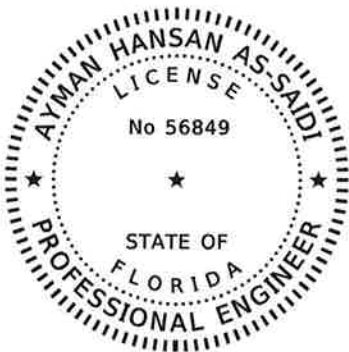
##### **4.3 Long-Term Mitigation Measures**

If roadway improvements are implemented on Hoffner Avenue along the study corridor, the addition of curb and gutters and implementing landscaping changes to the roadside plantings to create vertical friction could help reduce the speeding behavior of drivers noted on the corridor. Additionally, adding street lighting along the corridor will improve nighttime visibility. Consideration should also be given to narrowing the width of the travel lanes for the entire corridor, along with adding sidewalks for the segments where sidewalks are missing to improve pedestrian connectivity given the high pedestrian activity along this corridor.

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Furthermore, the following improvements are recommended for the corridor, which are based on the *Belle Isle Transportation Feasibility Study for Planned Hoffner Avenue (East and West) Improvements* and included in the **Attachments**.

- Add sidewalk segments to connect existing crosswalks with sidewalks.
- Add a single lane roundabout with enhanced crosswalks at the intersection of Hoffner Avenue and Wandsworth Avenue/St. Denis Court.
- Add median refuge islands between Peninsula Drive and Avocado Lane, between Louvre Avenue and Mortier Avenue, between St. Marie Avenue and Monet Avenue and between Pelleport Avenue and Darden Avenue.
- Widen Hoffner Avenue at the locations where the median refuge islands are proposed.
- Add a single lane roundabout with enhanced crosswalks at the intersection of Hoffner Avenue and St. Germain Avenue.
- Add bridge for proposed sidewalk over the Lake Conway connection channel located between Pleasure Island Drive and St. Denis Court.
- Add brick pavers (textured intersection) to the intersection of Hoffner and Oak Island Road.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY  
AYMAN H AS-SAIDI  
2022.11.21 11:42:43 -05'00'  
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED  
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC  
3101 MAGUIRE BOULEVARD, SUITE 265  
ORLANDO, FLORIDA 32803  
CERTIFICATE OF AUTHORIZATION CA-30024  
AYMAN H. AS-SAIDI, P.E. NO 56849

**Belle Isle Issues Log**  
**2/7/23**

b.

Issue	Synopsis	Start Date	Next steps
Traffic Issues/Projects	Increased traffic in and through Belle Isle prompted the Council adopt Traffic Master Plan and work on traffic calming issue.	4/3/2017	City working with MMI for improvements to Judge Road (Gateway Landscaping and restriping). Funds budgeted in FY2022-2023 Budget to hire a consultant to assist in developing traffic plan. City to apply for permit to install in-road lighting at RRFB on Hoffner at Monet. Continue to work on Crosswalk Permit with Orange County. Two volunteers (District 1 and District 5) for Advisory Committee. <b>If the Council cannot fill the remaining vacancies, the Council should consider disbanding this Committee. With the concerns and complaints that the City receives, there should have been a large number of candidates, but no others have applied. Agenda item to review the Hoffner Ave Speed Study.</b>
Wallace Field	City purchased large area at Wallace/Matchett for open space. City zoned it for open space. City/CCA have an agreement for development including installing artificial turf, public restrooms, storage, and parking. CCA responsible for development.	2/1/2021	CCA to submit SJWMD Application for Environmental Resource Permit. SJWMD permit was approved. Waiting for CCA Engineer and designer to contact the City with next step. Site Plan is on hold at this time to determine the future use of Wallace Field. CM is requesting Council workshop to review potential sites for new City Facilities (Police/EOC/City Hall). CCA contacted City and would like to start the development process. <b>No plans have been submitted by CCA for development. Resident requested Wallace Field be the location for the new BIPD station. No update; however Council may want to review the Use Agreement again on a future agenda.</b>
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property.	NA	Consultant provided a first draft of the cost of a new combined police/EOC/City Hall facility. CM is requesting Council workshop to review potential sites for new City Facilities (Police/EOC/City Hall). After workshop, Council directed CM to look at selected properties. City cancelled the purchase of 1209 Hoffner (Escrow returned). <b>No update</b>
<b>Charter School Expansion</b>	With Lease signed, CCA is moving forward with financing. Expect to close on the financing in June. CCA expected to apply for PD zoning.	3/3/2022	PD Pre-Application meeting held. Community Meeting held. CCA to submit concept plan for review by P&Z and City Council prior to PD application submittal.

**Belle Isle Issues Log**

**2/7/23**

b.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. There are sections of the BIMC that need to be updated. This is an on-going process.	4/3/2017	6 month moratorium on Artificial Turf in effect. Code Enforcement and CM met on suggestions to change the general ordinances. P&Z Meeting Update on Artificial Turf by City Planner. Continue with moratorium, Planner is developing community survey and questionnaire for other local governments on the use of artificial turf. Registration of Septic Haulers. <b>Agenda Item for Septic Hauler Registration and P&amp;Z request to extend moratorium on Artificial Turf until September.</b>
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Next plan review and changes are to be done in 2024. Funds budgeted in FY2022-2023 Budget to hire a consultant to assist in developing Comp Plan update. Committee openings advertised. Two applications received (both District 6). Applications due by December 8, 2022. <b>No additional applications received. If the Council cannot fill the remaining vacancies, the Council should consider disbanding this Committee. Bids due on 2/2/23 for Comp Plan Consultants.</b>
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	Sienna Place is now in the City. Staff met with HOA President. CM will continue to contact Brixmor. Welcome Packet distributed and posted. Sienna Place Annexation closed. Brixmor (Publix) Annexation on hold (update in October). Direction from Council needed on next area, if any, to look at annexing. Meeting being set up with Brixmor. Reviewing other areas that might benefit the City. <b>Ongoing</b>
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding and reckless actions by some vessels. Council would like more local control over the lake.	6/1/2019	Met with FWC Officials and Orange County Personnel on Lake issues. City and County will work toward a joint document for lake issues. County adopted Phase I of a new ordinance on May 24. Belle Isle is Phase II of the process. Presentation made to Nav Board on Sandbar exclusions and kayak trail. City Manager and Police Chief met with citizens to discuss sand bar issues. Suggest Council hold a workshop to further discuss Sand Bar issues and hear comments from public. Update to be given by Chief Houston. <b>Nav Board voted to approve MSTU millage increase.</b>
Lancaster House		2/5/2019	CCA voted to request demolition of the Lancaster House. Council denied request for house demolition and directed CM, Comm. Partin, and CA to negotiate new lease terms with CCA. CCA stated they cannot change the terms of the lease while going through financing. <b>CCA to renovate the house.</b>

Belle Isle Issues Log

2/7/23

b.

<p><b>Weed Management</b></p>	<p>Many residents have complained about the proliferation of weeds in the lake. The weeds are causing damage to vessels and some large "weed mats" are considered Navigational Hazards.</p>	<p><b>11/1/2022</b></p>	<p>The City submitted an application to the FWC for a permit to look at mechanical harvesting of the lake weeds. The application was submitted for managing the weeds in the middle and south lobes from shore out to 500 feet. FWC is reviewing the permit and asked for additional information. Permit still being reviewed at FWC. City staff developing RFP for mechanical harvesting if permit is approved. <b>FWC cannot issue a permit for the large-scale pondweed removal described in the initial application. The permit will target specific areas for plant management and we still require a vegetation map of the lake to determine which areas are appropriate for harvesting. Working with a consultant to see about mapping so we can continue with the permit. No update</b></p>
<p><b>Airport Noise</b></p>	<p>Residents have complained that there is excessive noise from the airport since OIA instituted the Metroplex plan of operation. The City has shared their concerns with the Airport Noise Abatement Committee (ANAC); however ANAC has yet to assist the City in resolving this issue.</p>	<p><b>11/1/2022</b></p>	<p>The City worked with an aviation consulting group to develop a report to present to the ANAC Committee at the January 13 ANAC meeting. This report outlines the problems and suggests recommendations on how to resolve the issues. <b>City's report was delivered to ANAC at January 13 Meeting. Special meeting to be held in February to discuss City's report.</b></p>
<p><b>Weir Management</b></p>	<p>Prior to storms, it has been the practice of Orange County Public Works Drainage Division to remove boards from the weir on the south lobe to reduce the water level. During the last two named storms, there has been an issue with this process. Keeping the water level high causes damage to property.</p>	<p><b>11/1/2022</b></p>	<p>The City wants to pursue a meeting with all parties involved in the decision-making process on removing boards from the weir. The expected results of the meeting are a clear "chain-of-command" for authorizing the removal (or not) of the boards and a well-defined process for lowering the lake levels. <b>New person at SJRWMD who will be investigating the process and contact the City. No Update</b></p>