



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

Meeting Date: June 2, 2020

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Donation of Police Car/Surplus Police Car

Background: The City was notified that a vintage 1968 Ford Galaxy police car was donated to the BIPD from the Estate of BI Auxiliary Police Officer, Robert Picerne. This donation is valued over \$5,000. According to the City's donation policy, unrestricted donations of more than \$5,000 and restricted donations of more than \$500 must be brought to the City Council for approval and acceptance. The Council also must declare the police car as surplus and sell it by sealed bid or by electronic posting.

Staff Recommendation: Approve the donation.

Suggested Motion: I move that we approve donation of the police car from the estate of Robert Picerne and declare the vehicle as surplus to be sold according to the process outlined in the BIMC.

Alternatives: Do not accept the donation or surplus the vehicle

Fiscal Impact: Potential of \$30,000 in revenue.

Attachments: Memorandum from Chief Houston
Copy of Executed Donation Agreement
Copy of Donation Receipt



Belle Isle Police Department

May 22, 2020

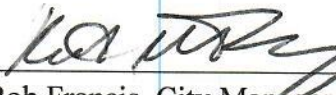
Interoffice Memorandum:

TO: Bob Francis
City Manager

FROM: Chief Laura Houston LH

RE: Request to Accept Donation and Surplus 1968 Ford Galaxy

The estate of deceased Belle Isle Auxiliary Officer Robert Michael Picerne has made an unrestricted donation of his 1968 Ford Galaxy VIN# 8P53P139327, which is an antique police car. Mr. Picerne purchased the vehicle approximately seven years ago for \$26,000. I am requesting permission to accept this donation and surplus the vehicle according to City of Belle Isle Code. I recommend offering the vehicle at a minimum price of \$30,000. Please let me know if you need any additional information.


Bob Francis, City Manager

Approved 

Disapproved 

Sec. 2-225

(a). - Disposal when value \$5000.00 or more.

If any property determined by the council to be surplus is estimated to be of \$5,000.00 or more value, such property shall be sold by sealed bid auction to the highest responsible bidder after publication of three weekly notices, no one of which is published more than 30 days prior to the opening of the sealed bids nor less than one week prior to the opening of such bids.

(b) List of property to be sold. In the event of any sale of property determined by the council to be surplus, a list and description of the articles to be sold will be placed on the bulletin board in the city hall, and shall be made available to all persons requesting such list.

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
8P53P139327	1968	FORD	4D	3547		110844468

Registered Owner: _____ Date of Issue 01/24/2013



Lien Release
 Interest in the described vehicle is hereby released
 By _____
 Title _____
 Date _____

ROBERT MICHAEL PICERNE
 247 N WESTMONTE DRIVE
 ALTAMONTE SPRINGS FL 32714

Mail To:

ROBERT MICHAEL PICERNE
 247 N WESTMONTE DRIVE
 ALTAMONTE SPRINGS FL 32714-3345



- IMPORTANT INFORMATION**
- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
 - Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
 - Remove your license plate from the vehicle.
 - See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
8P53P139327	1968	FORD	4D	3547		110844468
Prev State	Color	Primary Brand	Secondary Brand	No. of Brands	Use	Prev Issue Date
GA	BLK				PRIVATE	
Odometer Status or Vessel Manufacturer or OH use				Hull Material	Prop.	Date of Issue
EXEMPT						01/24/2013

Lien Release
 Interest in the described vehicle is hereby released
 By _____
 Title _____
 Date _____

Registered Owner
ROBERT MICHAEL PICERNE
 247 N WESTMONTE DRIVE
 ALTAMONTE SPRINGS FL 32714

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden
 Clayton Boyd Walden
 Director

Control Number **108863467**

Julie L. Jones
 Julie L. Jones
 Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____ Address: _____
 Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____
 I/We state that this 5 or 6 digit odometer now reads _____ (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:
 1. reflects ACTUAL MILEAGE. 2. is IN EXCESS OF ITS MECHANICAL LIMITS. 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ Print Here: _____ Selling Dealer's License Number: _____ Auction Name: _____	CO-SELLER Must Sign Here: _____ Print Here: _____ Tax No.: _____ License Number: _____	Tax Collected: _____
PURCHASER Must Sign Here: _____ Print Here: _____	CO-PURCHASER Must Sign Here: _____ Print Here: _____	

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

STATE OF FLORIDA

LIEN SATISFACTION

VOID IF ALTERED

**IN THE CIRCUIT COURT FOR ORANGE COUNTY,
FLORIDA** **PROBATE DIVISION**

IN RE: ESTATE OF

**ROBERT MICHAEL PICERNE, File No. 2020-CP-
A/K/A ROBERT M. PICERNE, 000170-O**

Probate Division

Deceased.

**LETTERS OF ADMINISTRATION
(single personal representative)**

TO ALL WHOM IT MAY CONCERN

WHEREAS, ROBERT MICHAEL PICERNE, A/K/A ROBERT M. PICERNE, a resident of Orange County, Florida, died on January 5, 2020, owning assets in the State of Florida, and

WHEREAS, JAN HEFLINGER has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare JAN HEFLINGER duly qualified under the laws of the State of Florida to act as personal representative of the estate of ROBERT MICHAEL PICERNE, A/K/A ROBERT M. PICERNE, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on 1/28 2020.

Circuit Judge

State of Florida, County of Orange

I hereby certify that the above and foregoing is a true and correct copy of the instrument filed in this office and the same is in full force and effect. Confidential items have been removed, as necessary, per Fla. R. Admin. 2.210. Witness my hand and official seal this 21 day of April, 2020

Tiffany M. Russell, Clerk of Circuit Court

By [Signature] Deputy Clerk



SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.flhsmv.gov/offices

**Notice of Sale and/or Bill of Sale for a Motor Vehicle,
Mobile Home, Off-Highway Vehicle or Vessel**

- Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.
 Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off-Highway or Vessel Description				
Year 1968	Make/Manufacturer Ford	Body Type	Model Galaxy	Color Black
Certificate of Title Number 110844468		Vehicle/Vessel Identification Number 8P53P139327		
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:				
Print Name(s) of Purchaser(s) Belle Isle Police Department				
Address 1521 Nela Avenue		City Belle Isle	State FL	Zip Code 32809
Date of Sale		Selling price \$ 0.00 Donation		
2. Odometer Disclosure Statement (Required For a Motor Vehicle)				
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.				
WE STATE THAT THIS MOTOR VEHICLE'S <input type="checkbox"/> 5 DIGIT OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> .xx (NO TENTHS) MILES, DATE READ _____ AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:				
<input type="checkbox"/> 1. REFLECTS THE ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.				
Affidavit (When applicable):				
3. Certification				
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.				
Seller's Signature		Seller's Printed Name Estate of Robert M Picerne		Date
Seller's Address 247 N Westmotne Drive		City Altamonte Springs	State FL	Zip Code 32714
Co-Seller's Signature (when applicable)		Co-Seller's Printed Name (when applicable)		Date
Co-Seller's Address (when applicable)		City	State	Zip Code
Purchaser's Signature		Purchaser's Printed Name		Date
Co-Purchaser's Signature (when applicable)		Co-Purchaser's Printed name (when applicable)		Date

* OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

Check your local phone book government pages or visit the following website for current mailing addresses:

<http://www.flhsmv.gov/offices>



DONATION ACCEPTANCE AGREEMENT

This Donation Acceptance Agreement (the "Agreement") is made this 14th day of May, 2020 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and the Estate of Robert M. Picerne, whose mailing address is 247 N Westmonte Drive Altamonte Springs, FL 32714 (the "Donor"). The parties hereby agree as follows:

1. **Donation.** Donor wishes to donate certain property or funds to the City, described as follows: 1968 Ford, Black, Galaxy, 4-door, VIN# 8P53P139327 (the "Donation Property"). To the extent that the Donation is non-monetary, Donor's estimate of its current value is: \$ 20,000.
2. **Intended Use.** It is the intent of the parties that the Donation Property be used by the City for the following purpose: Use or Sale (the "Intended Use"). Donor acknowledges that the City's use of the Donation Property for the Intended Use may be contingent upon various factors including but not limited to budgeted funds, continuation of certain City programs or facilities, City plans, and other matters. The City's failure to use the Donation Property for the Intended Use for any reason shall not constitute a breach of this Agreement nor entitle Donor to return of the Donation Property.
3. **Acceptance and Delivery.** Upon execution of this Agreement by both parties (the "Effective Date"), the City hereby accepts and the Donor relinquishes all claims to and rights in the Donation Property. Donor shall take any and all additional actions necessary to deliver the Donation Property to the City, to relinquish any of Donor's claims and rights in the Donation Property, and to transfer ownership of the Donation Property to the City.
4. **Donor's Representations.** Donor hereby represents and warrants that Donor is the lawful owner of the Donation Property with full authority to donate the Donation Property to the City as provided in this Agreement. Donor further represents and warrants that all statements and assertions made by Donor to the City in this Agreement and otherwise in relation to the Donation Property are true and accurate to the best of Donor's knowledge.
5. **Indemnification.** Donor hereby indemnifies and holds harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person who is the actual owner or co-owner of the Donation Property at the time this Agreement is executed. This paragraph shall survive termination, expiration, and completion of this Agreement.

6. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity protections or of any other privilege, immunity or defense afforded to it or any of its officials, employees and agents under the Constitution and laws of the State of Florida.


7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

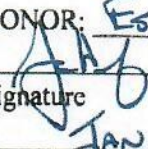
8. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.

9. **Governing Law: Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

10. **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the Effective Date.

CITY OF BELLE ISLE

Signature
ROBERT FRANCIS
Print Name
CITY MANAGER
Position
5/28/20
Date

DONOR: ESTATE OF ROBERT M. PICANA

Signature
JAN HEFLINGER
Print Name
PERSONAL REPRESENTATIVE FOR THE ESTATE
Position/Title (If Donor is an entity) ROBERT M. PICANA
5/28/2020
Date



City of Belle Isle Donation Receipt

This is to confirm that on May 14, 2020 the City of Belle Isle received from the

Estate of Robert M. Picerne, 247 N Westmonte Drive Altamonte Springs, FL 32714

a monetary contribution of \$ _____

a non-monetary contribution consisting of a 1968 Ford, Black, Galaxy, 4-door,
VIN# 8P53P139327

No goods or services were provided by the City of Belle Isle in return for the contribution.

The City sincerely appreciates your donation.

Bob Francis
City Manager
City of Belle Isle