

April Fisher, AICP  
President  
Fisher Planning & Development Services  
407-494-8789  
fisherpds@outlook.com

**RE: COMMENTS RESPONSE TO INITIAL SITE PLAN REVIEW**

**To Mrs. Fisher:**

Applan Engineering, LLC, is pleased to submit this narrative response to staff’s comments received on September 14, 2020, for the proposed project located at Wallace Park.

More specifically, we have provided a detailed response in **bold** for each staff comment for your review and approval.

We appreciate the opportunity to provide this response. Should you have any questions regarding its contents or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

VERY TRULY YOURS,  
APPIAN ENGINEERING, LLC



JIMMY PALM, P.E.  
PROJECT ENGINEER

## STAFF REVIEW COMMENTS:

1. No parking shall be located within 25 feet of any residentially zoned property nor within 15 feet of any right-of-way line.

**Response: Acknowledged. No parking is proposed within 25 feet of any residentially zoned property or within 15 feet of any right-of-way boundary.**

2. No building, or structure, except fences or walls, shall be located within 50 feet of any residentially zoned property line or right-of-way line.

**Response: Per the City of Belle Isle Zoning map and the Orange County Property Appraiser (OCPA) Record Card, the current property has a zoning designation of R-1-AA which requires a 30-foot minimum building setback. The current plans incorporate a 30' setback line from the ROW per City Code. It should also be noted that as much separation as possible was provided between the proposed building and an historic Oak Tree located on-site in the rear of the building. Please advise if a special exception or waiver will be required for the 50' setback requirement as current site constraints will not allow the building to be located any further from the ROW line as it is currently proposed. It should also be noted that the building is not located within 50' of any residential zoned property.**

3. Impervious surfaces shall not cover more than 35 percent of the lot area.

**Response: Acknowledged. The proposed artificial turf is a pervious material that allows stormwater infiltration into the ground. Specification sheets have been included with this letter for your reference. The proposed site improvements will not exceed the listed 0.35 ISR.**

4. Maximum Building Height is restricted to 20 feet.

**Response: Acknowledged. Building height will not exceed 20 feet in height.**

## STAFF RECOMMENDATIONS:

1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this can not be substantiated or is not pervious, the application will be required to come back to the Board for formal review again.

**Response: Acknowledged. Specification sheets of the AstroTurf material have been included with this letter or your review.**

2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84(g) (1) shall be provided for review with the building permit application.

**Response: Acknowledged. St. Johns River Water Management District (SJRWMD) has been engaged. A copy of the required stormwater permit will be provided once it has been issued.**

3. A restriction that lighting of the practice field is not permitted to prevent light pollution on adjacent residential properties.

**Response: Acknowledged. No lighting is proposed within the practice field, parking areas, or walkways. Park hours are intended to be from Sunup to Sundown.**

4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.

**Response: Acknowledged. No private business will be allowed to operate on the property without the direct approval by the City of Belle Isle.**

5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party's responsibilities and authorities regarding development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building..

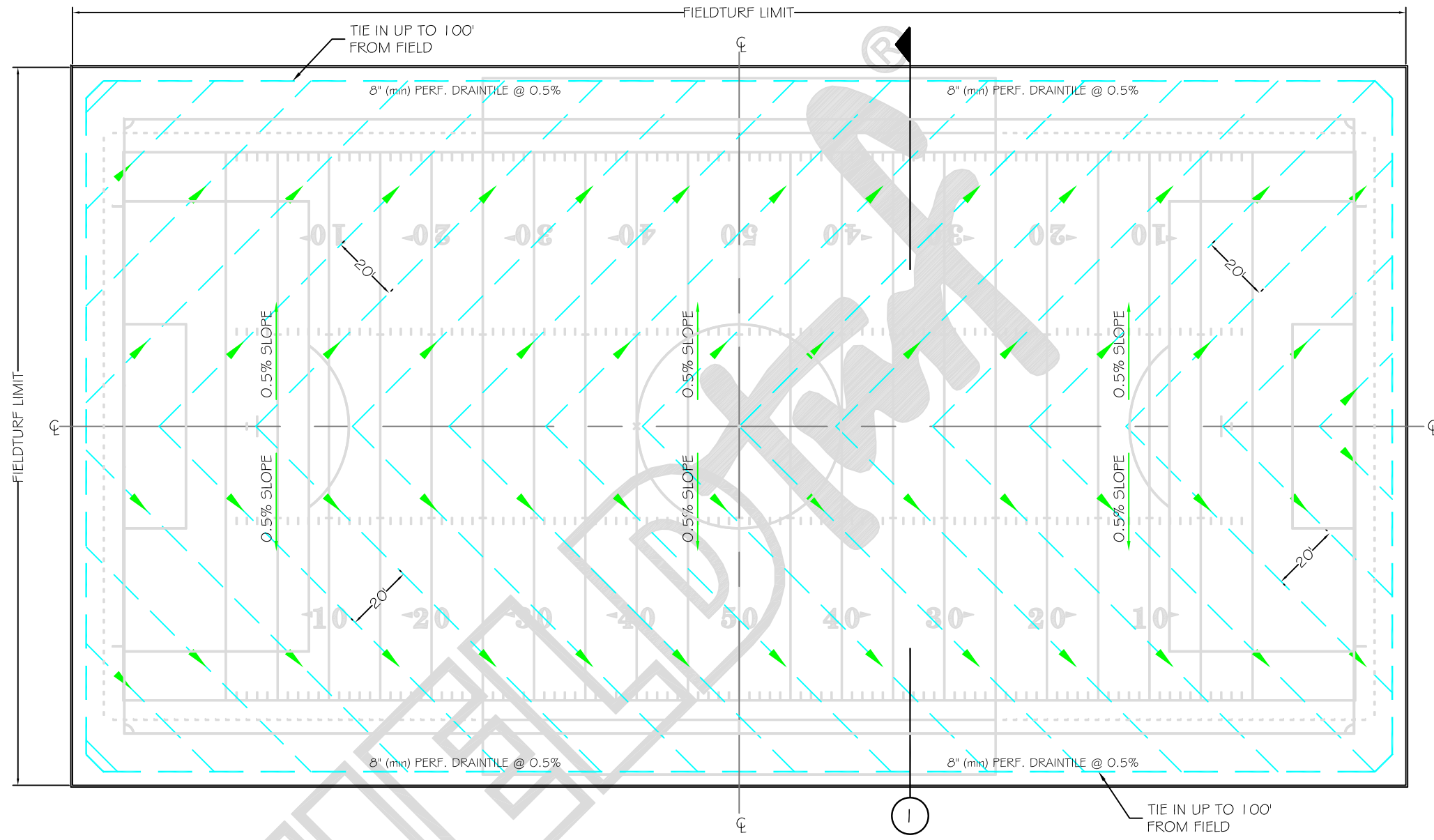
**Response: Acknowledged. To be coordinated between the City of Belle Isle and Cornerstone Charter School.**

6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,

**Response: Acknowledged. Currently "No Parking" signs are located offsite along Wallace Street and Matchett Road directly adjacent to the subject site. Additional no parking signs shall be provided if deemed necessary by the City.**

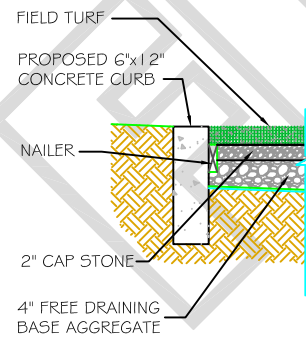
7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.

**Response: Acknowledged. Cornerstone Charter School and City Staff will work together to craft a plan relating to this. These requirements can also be amended into the current Non-Exclusive agreement in place for Wallace Park between the City of Belle Isle and Cornerstone Charter. A copy of the executed agreement has been included with this letter.**



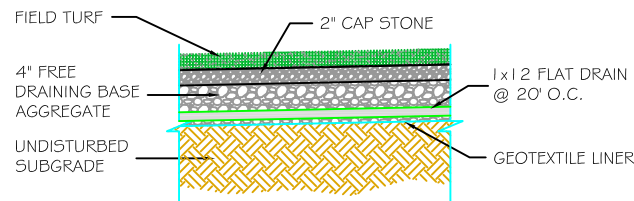
**FIELD DRAINAGE NOTES**

1. AFTER EXCAVATION OF EXISTING SOIL TO THE PROPER ELEVATIONS REQUIRED THE NEW SUBGRADE WILL BE SHAPED AND COMPACTED TO DESIGNED DENSITY WITH A 0.5% SLOPE TO ALLOW FOR DRAINAGE.
2. A NEW CONCRETE CURB AND NAILER WILL BE INSTALLED AROUND THE PERIMETER TO PROVIDE A SECURE EDGE FOR FASTENING THE SYNTHETIC TURF. IN ALL CASES THE NAILER AND STONE ARE AT THE SAME ELEVATION.
3. A GEOTEXTILE FABRIC WILL BE PLACED OVER THE SUBGRADE, AND COMPOSITE DRAINS WILL BE INSTALLED AT 20 FEET ON CENTER AT A 45 DEGREE ANGLE TO THE FIELD. REFER TO THE FIELD DRAINAGE PLAN. (HERRINGBONE DESIGN)
4. THE COMPOSITE DRAINS WILL DRAIN TO AN 8" (MIN) PERIMETER COLLECTOR WHICH WILL BE CONNECTED TO THE EXISTING DRAINAGE SYSTEM.
5. FREE DRAINING AGGREGATE SHALL BE PLACED OVER THE COMPOSITE DRAINS AND THE PERIMETER COLLECTORS AND FINE GRADED FOR A FIELD WITH A 0.5% SLOPE.
6. ALL PIPE SIZING SHALL BE COMPLETED BY A QUALIFIED CIVIL ENGINEER.



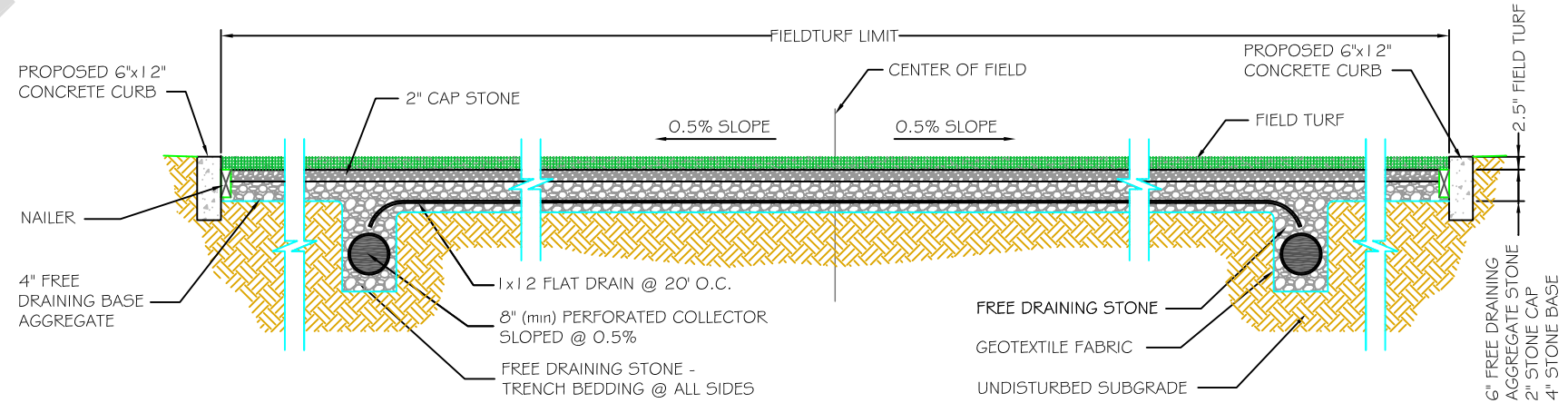
**CURB DETAIL**

N.T.S.



**SUB DRAINAGE SYSTEM**

N.T.S.



**TRANSVERSE SECTION THROUGH FIELD**

N.T.S.

**FIELDTURF CONCEPTUAL DRAINAGE PLAN**

DRAWN BY:	C.Y.
CHECKED BY:	C.C.
SCALE:	1" = 40'
FIELD AREA:	

**FieldTurf Tarkett**  
UNITED IN SPORT

**RECTANGLE  
HERRINGBONE @ 20' O.C.**

DATE:	ISSUE:	SHEET: DRAINAGE PLAN
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## CRUSHED STONE BASE WITH FLAT DRAINS

Either Base stone type 1 or base stone type 2 may be used, depending on availability.

### %PASSING

Sieves	Base StoneType 1	Base StoneType 2	Finishing Stone
3" or 75mm	-	-	-
2" or 50mm	100	-	-
1" or 38mm	90-100	-	-
1" or 25mm	75-100	100	-
1" or 19mm	65-95	90-100	-
1" or 12.5mm	55-85	80-100	100
3/8" or 9.5mm	40-75	70-100	85-100
1/2" or 6.3mm	25-65	60-90	75-100
US #4 or 4.75mm	15-60	50-85	60-90
US #8 or 2.36mm	0-40	30-65	35-75
US #16 or 1.18mm	0-20	10-50	10-55
US #30 or 600mm	0-10	0-35	0-40
US #60 or 250mm	0-8	0-15	0-15
US #100 or 150mm	0-6	0-8	0-8
US #200 or 75mm	0-5	0-2	0-2

### RESTRICTIONS:

To ensure structural stability:  $D_{60}/D_{10} > 5$  and  $1 < \frac{D_{30}^2}{D_{10}/D_{60}} < 3$

Fragmentation must be 100%.

To ensure separation of both stones:  $\frac{D_{85} \text{ of finishing stone}}{D_{15} \text{ of base stone}} > 2$  and  $3 < \frac{D_{50} \text{ of finishing stone}}{D_{50} \text{ of base stone}} < 6$

To ensure proper drainage: Permeability of base stone  $> 50$  in/hr ( $3.5 \times 10^{-2}$  cm/sec)  
 Permeability of finishing stone  $> 10$  in/hr ( $7.0 \times 10^{-3}$  cm/sec)  
 Porosity of both stones  $> 25\%$  (When stone is saturated and compacted to 95% Proctor.)

Depending on the type of rock present in the crushed stone mix, other mechanical characteristics might be necessary for approval

- "Dx" is the size of the sieve (in mm) that lets pass x% of the stone. For example,  $D_{60}$  is the size of the sieve that lets 60% of the stone pass. These sizes, for calculation purposes, may be obtained by interpolation on a semi-log graph of the sieve analysis.

Should the field need to support heavy vehicles, consideration must be given for the load bearing requirements of the base.

FieldTurf accepts no responsibility with regard to the base installation. This information is to be used as a guide only and must be modified to meet local soil conditions and anticipated rainfalls.

TECHNICAL PRODUCT SPECIFICATION

**CLASSIC HD**



**SLIT-FILM 2.25"**

PROPERTY	VALUE	UNITS	METHOD
Product Stock Code	FTHD-57		
Pile Yarn Type	UV-resistant polyethylene		n/a
Yarn Structure	Slit-Film		n/a
Yarn Denier	10800	Denier	D1577
Tape Thickness	130	Microns	D3218
Pile Height	2.25	inches	D5823
Pile Weight	33	oz/yd <sup>2</sup>	D5848
Primary Backing Weight	7+	oz/yd <sup>2</sup>	D5848
Secondary Backing Weight (Finger-Unit)	14+	oz/yd <sup>2</sup>	D5848
Total Carpet Weight	54	oz/yd <sup>2</sup>	D5848
Stitch Gauge	3/4 inch centers		D5793
Tuft Bind	8+	lbs/force	D1335
Grab Tear Length	>200	lbs/force	D5034
Grab Tear Width	>200	lbs/force	D5034
Pill Burn Test	Pass		D2859
Impact Attenuation (Gmax)	<200	gmax	F1936
Water Permeability	>40	inch/hour	DIN 18-035
Cryogenic SBR Rubber Infill	2.2	Lbs/ft <sup>2</sup>	
Sand	6.2	Lbs/ft <sup>2</sup>	
Total Product Weight	1264	oz/yd <sup>2</sup>	

Issue Date: 4/2/2018

Disclaimer: Variation of +/-5% on above listed property values is within normal manufacturing tolerances



# TEST REPORT

**Permeability of Synthetic Turf Sports Field Base Stone by Double Ring Infiltrometer (BS EN 12616:2013)  
Method A: Synthetic Turf, Textile, Synthetic and Bound Sports Surfaces**

**CLIENT:**

Company:	Fieldturf	Report Number:	75254
Address:	7445 Cote-de-liesse Rd Suite 200	Lab Test Number:	3059-8159
	Montreal Quebec H4T1G2	Test Date:	10/8/2018
		Report Date:	10/9/2018
		Page:	1 of 8
Requested By:	Alpha Gumboc		

**SITE INFORMATION:**

Site Address:	Rollins College Baseball Stadium 700-800 Aragon Avenue Winter Park, FL 32792	System Description:	Turf: FTHD2 Infill: Silica Sand (Bottom Layer) Infill: Rubber/Sand Mix (Middle Layer) Infill: Rubber (Top Layer) Pad: None Base: #57 Stone



**Test Scope:**

This specification provides a method for determining water infiltration rate. An infiltrometer is used to measure the rate of water infiltration into soils or other porous medias. The double ring infiltrometer employs two rings: an inner and an outer ring. The objective is to create a one-dimensional flow of water from the inner ring, with the outer ring helping control the flow into the inner ring, under a constant head pressure of  $31 \pm 5$  mm depth. After a ten-minute acclimation period of equalizing and adjusting flow rates, the technician begins recording the amount of gallons used to maintain the constant head pressure of  $31 \pm 5$  mm depth, equalized between the inner and outer rings for a duration of twenty minutes. The gallons recorded are fed into formulas that convert to drainage rates per hour, normalized to the water temperature at the time of the test (viscosity). Six site locations were tested, consisting of placing the infiltrometer on top of the synthetic turf surface, forcing ponding within the two rings, with the outer ring serving as a buffer area to prevent lateral flow of water from the inner ring. The rate of entry into the inner ring was measured to determine vertical drainage flow rate.

**Requirements:**

Synthetic Turf Council (Suggested Guidelines for Synthetic Turf Performance): > 10 inches/ hour

Form:	Rev:	Revision Date: 10/9/2018	Page 1 of 7
Release Date:	Control Type: Electronic – Expires 24 hours after this date: Oct. 9, 18 Printed copies are uncontrolled		

# TEST REPORT

**Test Data:**

Site #	1
Site Location	Foul Territory, Off 3 <sup>rd</sup> Base, Near Coach's Box
Test Area	Full System
Date of Test	10/8/2018
Weather	Sunny
Time of Test	10:30 AM
Surface Temperature	82°F
Water Temperature	82°F
Gallons Used	31.4
Test Time	20 Minutes
Viscosity Factor	0.83
Normalized Drainage Rate	61 inches/hour
Outflow Observed (Wetted Area)	5' West Direction
Comments	Meets/Exceeds 10"/hr



Form:	Rev:	Revision Date: 10/9/2018	Page 2 of 7
Release Date:	Control Type: Electronic – Expires 24 hours after this date: Oct. 9, 18 Printed copies are uncontrolled		



# TEST REPORT

**Test Data:**

Site #	2
Site Location	Btw 2 <sup>nd</sup> and 3 <sup>rd</sup> Base, Outer Edge of Infield
Test Area	Full System
Date of Test	10/8/2018
Weather	Partly Cloudy
Time of Test	11:15 AM
Surface Temperature	84°F
Water Temperature	83°F
Gallons Used	37.9
Test Time	20 Minutes
Viscosity Factor	0.82
Normalized Drainage Rate	73 inches/hour
Outflow Observed (Wetted Area)	2' West Direction
Comments	Meets/Exceeds 10"/hr



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# TEST REPORT

Test Data:

Site #	3
Site Location	Btw Pitcher's Mound and 2 <sup>nd</sup> Base
Test Area	Full System
Date of Test	10/8/2018
Weather	Cloudy
Time of Test	12:00 PM
Surface Temperature	85°F
Water Temperature	83°F
Gallons Used	37.0
Test Time	20 Minutes
Viscosity Factor	0.82
Normalized Drainage Rate	71 inches/hour
Outflow Observed (Wetted Area)	5' SW Direction
Comments	Meets/Exceeds 10"/hr



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# TEST REPORT

**Test Data:**

Site #	4
Site Location	Btw 1 <sup>st</sup> and 2 <sup>nd</sup> Base, Within Base Line
Test Area	Full System
Date of Test	10/8/2018
Weather	Cloudy
Time of Test	12:45 PM
Surface Temperature	86°F
Water Temperature	83°F
Gallons Used	28.9
Test Time	20 Minutes
Viscosity Factor	0.82
Normalized Drainage Rate	55 inches/hour
Outflow Observed (Wetted Area)	5' North Direction
Comments	Meets/Exceeds 10"/hr



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# TEST REPORT

Test Data:

Site #	5
Site Location	Foul Territory, Off 1 <sup>st</sup> Base, Near Coach's Box
Test Area	Full System
Date of Test	10/8/2018
Weather	Cloudy, Windy
Time of Test	1:30 PM
Surface Temperature	89°F
Water Temperature	82°F
Gallons Used	28.9
Test Time	20 Minutes
Viscosity Factor	0.83
Normalized Drainage Rate	56 inches/hour
Outflow Observed (Wetted Area)	7' East Direction
Comments	Meets/Exceeds 10"/hr



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# TEST REPORT

**Test Data:**

Site #	6
Site Location	Behind Home Plate
Test Area	Full System
Date of Test	10/8/2018
Weather	Light Rain
Time of Test	1:15 PM
Surface Temperature	81°F
Water Temperature	82°F
Gallons Used	18.5
Test Time	20 Minutes
Viscosity Factor	0.83
Normalized Drainage Rate	36 inches/hour
Outflow Observed (Wetted Area)	5' NE Direction
Comments	Meets/Exceeds 10"/hr



**CONCLUSION:** All test sites meets/exceeds suggested guidelines of > 10" per hour.

Test Report Approval:  
Erle Miles, III, Lab Director Testing Services Inc.



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OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. OUR REPORTS, LETTERS, NAME, SEALS, OR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

PO Box 2041  
Dalton, GA 30722-2041  
(706) 226-1400  
tsioffice@optilink.us

**AGREEMENT**  
**FOR NON-EXCLUSIVE USE OF WALLACE FIELD**

**THIS AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD** (the "Agreement") is made this 22 day of Jan, 2019 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 City of Belle Isle Charter Schools, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809 ("CCA").

**RECITALS:**

- A. The City owns that certain real property upon which a field commonly known as Wallace Field (the "Property") is located at E. Wallace Street intersection with Matchett Road which Property has Orange County Tax Parcel Identification # 24-23-29-8977-00-021.
- B. The Property is located within the City and is zoned Open Space (OS) which permits Open Space/ Recreational Facility.
- C. CCA desires to utilize the Property as a practice field for CCA's athletic programs, and to perform certain improvements to the Property, and the City desires to authorize such use and improvements on the terms, conditions, and provisions provided herein.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **Construction, Maintenance and Repair**

(a) *Concept, Site Plan and Improvements Approval.* On or before one hundred twenty (120) days after the Effective Date ("Approval Date"), the City and CCA shall consider what concept, site plan and improvements for the Property are acceptable. If the City and CCA, in their respective sole discretions, do not each approve of the same concept, site plan and improvements for the Property on or before the Approval Date, this Agreement terminates on the day after the Approval Date. CCA shall, at its expense, prepare a professionally drawn site plan for the Property which site plan must meet the City's code requirements and which site plan is subject to initial approval by City Staff. Upon such initial approval, City Staff shall take such actions as the City deems appropriate for seeking approval of the use, including but not limited to preparing the application for site plan approval and acting as the applicant before the City's Planning and Zoning Board. The City may in its discretion authorize use of the Property by CCA prior to site plan approval, which use shall be subject to the terms, conditions, and provisions of this

Agreement except that the City may terminate such use and this Agreement at any time prior to site plan approval. In the event CCA's proposed site plan is denied by the City, either the City or CCA may terminate this Agreement upon written notice to the other party. If the site plan is approved by the City's Planning and Zoning Board and becomes final without a challenge or appeal, it shall be the "Site Plan" as hereafter referred to in this Agreement.

(b) *Improvements to Property.* On or before July 15, 2020, or a date mutually agreed to by the parties, CCA shall construct and make all of the improvements on the Property according to the approved Site Plan. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. Additional construction and improvements may not be performed absent written consent by the City.

(c) *Maintenance by CCA.* CCA, at its cost, shall keep the Property in a neat, clean, and safe condition during and immediately following each event and use of the Property by CCA. After each event and use of the Property by CCA, and before leaving the Property, CCA shall remove any tangible personal property, equipment, waste, temporary signs, and other items associated with CCA's event or use of the Property except where authorized by the City, and CCA, at its cost, shall fully restore the Property to a clean, safe, and orderly condition to the satisfaction of the City in the City's sole discretion. CCA shall promptly repair any damage to the Property arising from the use of the Property by CCA or its agents, employees, attendees, students, etc.

(d) *Maintenance by City.* Except for the responsibilities assigned to CCA under subparagraph 2(c) above, the City shall maintain the appearance and general condition of the Property in a neat and clean manner. Maintenance Costs incurred by the City shall be evenly split between the parties. The City will bill CCA for such costs via itemized invoices, which must be paid within 30 days of receipt by CCA.

(e) *Ownership.* This Agreement grants a license to CCA for the express purposes set forth herein and does not convey any property or equitable interest (including leasehold interest) in the Property to CCA. Any improvements constructed or installed upon the Property with the approval of the City shall be and remain property of the City solely. CCA shall take such additional actions as are necessary in the City's discretion to convey ownership of any improvements that it constructs or installs on the Property to the City. The City reserves all rights of ownership in the Property.

(f) *No Liens.* CCA acknowledges and agrees that the Property is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or other liens and encumbrances due to the City's sovereign immunity and constitutionally protected status. CCA shall not permit and shall affirmatively prevent any construction or mechanic's lien and any other lien or encumbrance to be filed or claimed against the Property for any labor, services or materials furnished to the Property, improvements to the Property by CCA or otherwise filed or claimed arising out of or concerning the actions or omissions of CCA or CCA's agents, employees, invitees, contractors, subcontractors, laborers, materialmen, vendors, and licensees.

### 3. Use of Property

(a) *Use Restrictions.* CCA is authorized to conduct practice for its athletic programs, and other uses on the Property as approved by the City in the City's sole discretion. Use of the Property by CCA shall be during daylight hours only. The City shall have priority to use the Property for any purpose in the

City's discretion, and the City shall endeavor but is not required to provide one day's written notice of potential interference with CCA's use of the Property and to coordinate with CCA. The City may close the Property for maintenance, repair or other reasons in the City's discretion and shall provide at least one day's notice of closure of the Property if such closure would interfere with CCA's use of the Property. Further, the City may close the Property for an emergency. CCA has no rights to allow any organization, group, corporation, entity, person or persons, other than CCA's students, coaches, faculty and administrators to use the Property, consistent with this Agreement, as CCA's use rights under this Agreement are only for CCA.

(b) *Non-Exclusive Use.* When the Property is not in use by CCA, the Property shall be available for use by the City, City-approved third party users, the general public, or any other user and for any purpose, all as determined by the City in the City's sole discretion. After any use of the Property by the City or City-approved third-party users, the City shall remove any equipment, waste, signs, and other items associated with the use of the Property that the City does not intend to allow to remain on the Property and shall restore the Property to a clean, safe and orderly condition. The City shall promptly repair any damage to the Property arising from the use of the Property by the City or its approved third-party users.

(c) *Parking and Traffic.* The parties anticipate that CCA's use of the Property will bring additional vehicular traffic to the area. Except for official City vehicles or CCA vehicles necessary to transport equipment to and from the Property or to otherwise maintain the Property, parking shall only be allowed on CCA property, and shall not be allowed on the Property or abutting public right-of-way, absent written permission by the City. Unauthorized vehicles will be cited and/or towed at the owner's expense. Drop-off and pick-up of students at the Property will not be allowed. It is the responsibility of CCA to convey these rules to the students, coaches, faculty, and parents, and for CCA to enforce said rules.

#### 4. **Insurance & Indemnification**

(a) *Insurance.* CCA shall at its sole cost provide liability coverage with the City named as an additional insured in the amount of One Million (\$1,000,000.00) Dollars per occurrence, and Three Million (\$3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". Within five (5) days of the Effective Date, CCA shall cause the insurance company to provide a certificate of insurance confirming that the City is insured by the insurance company in accordance with the provisions of this Agreement. Further, CCA and the insurance company shall provide the City with a copy of the policy of insurance within thirty (30) days of the Effective Date. Further, the policy and certificate shall provide for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. CCA agrees to maintain such policy of insurance during the term of this Agreement, and any failure to do so will constitute a breach of this Agreement. Also, the policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

(b) *Indemnification.* CCA hereby indemnifies and agrees to hold 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 arising from any act or omission of CCA or its agents, officers,



employees, contractors, or students related to CCA's use of the Property, but excluding only such matters that are caused by the sole negligence of the City or its officials or employees. This paragraph shall survive termination and expiration of this Agreement.

(c) *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 or CCA of their respective sovereign immunity protections or of any other privilege, immunity or defense afforded to them or any of their respective officials, employees and agents under the Constitution and laws of the State of Florida.

## 5. **Term & Breach**

(a) *Duration.* Unless earlier terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be ten (10) years from the Effective Date of this Agreement, and shall automatically renew for additional ten (10) year periods unless either party delivers written notice to the other party of its intent not to renew at least ninety (90) days prior to expiration of the current term.

(b) *Termination.* The City may terminate this Agreement prior to the expiration upon ninety (90) days written notice if the City determines in its sole discretion that the Property should be sold or used for some other purpose. CCA may terminate this Agreement upon ninety (90) days written notice to the City, after which termination, CCA shall cease all use of and responsibility for maintenance of the Property. Either party may terminate this Agreement upon breach by the other party if the breaching party fails to cure the breach, or take reasonable steps to cure the breach, within thirty (30) days written notice of the breach to the other party. Provided however, that if the City terminates this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, the City shall reimburse CCA the reasonable construction expenses for the physical improvements to the Property approved by the City which expenses were paid by CCA as such are documented to the reasonable satisfaction of the City in improving the Property, on a pro rata basis proportionate to the number of years remaining in the term. Should CCA terminate this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, CCA shall forfeit all rights to the improvements and the City shall not reimburse CCA for any improvements. The City and CCA may at any time mutually agree to terminate this Agreement.

(c) *Property Condition.* Upon termination or expiration of this Agreement, CCA shall remove all tangible personal property and equipment, except to the extent the City otherwise allows such to remain, and leave the Property in good, clean, and neat condition, aside from wear and tear due to normal use.

(d) *Default.* The following occurrences or events shall constitute a material default of this Agreement by CCA for which the City may immediately terminate this Agreement upon written notice to CCA: (i) the filing by or against CCA in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of CCA to cause any such filing to be dismissed within a period of 20 days after the date of such filing; (ii) CCA making or proposed making of an assignment for the benefit of creditors; or (iii) CCA abandons use of the Property for a period of six (6) months or more.

6. **General Provisions**

(a) *Attorney Fees.* In the event of any dispute or any lawsuit to enforce the terms of this Agreement, each party shall bear their own attorneys' fees and costs.

(b) *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.

(c) *Non-Waiver.* No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Further, nothing herein shall constitute a waiver of the City's home rule or police power authority.

(d) *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.

(e) *Binding Effect & Assignment.* This Agreement shall be binding upon the parties and their respective successors in interest and title. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by CCA without the prior written consent of the City, in the City's sole discretion.

(f) *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.

(g) *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.

(h) *Warranties/Representations.* Each party represents that he, she, or it has full authority to execute this Agreement. The City makes no representations or warranties regarding the suitability of the Property for any use to which CCA intends to put or will put the Property. CCA warrants that CCA has full right and authority to engage in the activities that CCA intends to pursue on the Property under this Agreement. The City in no way warrants or guarantees that CCA will be able to obtain any necessary permit or approval from the City or other governmental agency.

(i) *Time of the Essence.* Time is of the essence for performance of obligations under this Agreement.

(j) *Notice.* Any notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically, or within three (3) days after depositing with the United States Postal Service, postage prepared or by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service, to a party's address as provided in the introductory paragraph of this Agreement.

(k) *Compliance with Laws/Regulations.* CCA shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. CCA shall be responsible for: (i) securing all appropriate permits and approvals related to the, design, permitting and construction on, and use of, the Property from the City unless and then only except as may be otherwise expressly provided herein; and (ii) for complying with all applicable state and local agencies, concerning CCA's use of the Property and operation thereon under the Agreement.

(l) *No Pledge of Taxation.* In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be performed or paid solely from legally available revenues and appropriated funds.

(m) *Execution, Effective Date & Non-Waiver.* This Agreement may be executed in separate copies by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and approved by the Belle Isle City Council (the "Effective Date"). By approving and executing this Agreement, the City in no way waives the City's right to contest, and the City does not hereby consent to or agree to the validity of, CCA's bylaws and past or future modification of the CCA bylaws which have diminished or will in any way diminish the City's right to appoint or select CCA board members, and any other actions of CCA which have been or will be inconsistent with the school charters or any provision of law.



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

CITY OF BELLE ISLE  
CITY COUNCIL



Nicholas Fouraker  
Mayor

ATTEST:



Yolanda Quiceno, City Clerk

2/10/2020

Date

CITY OF BELLE ISLE CHARTER SCHOOLS,  
INC



Signature

William S Brook

Print Name

Chairman

Position/Title

1/22/2020

Date

