



## 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, December 17, 2024 \* 6:30 PM

### AGENDA

#### City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Jason Carson, District 4

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski |

District 3 Commissioner – Danny Otterbacher | District 5 Commissioner – Beth Lowell |

District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. 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 Beth Lowell, District 5
3. **Presentations**
  - a. PD - Swear In of Officer Doug Kimberlin
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
  - a. Approval of the City Council Meeting Minutes - November 19, 2024
  - b. Approval of the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement
6. **Unfinished Business**
  - a. Approval of Use for Credit Card Points
7. **New Business**
  - a. Lot Split 5019 Gran Lac Avenue: PURSUANT TO BELLE ISLE CODE SECTION 50-33 (6), THE CITY COUNCIL SHALL CONSIDER AND TAKE ACTION ON A REQUESTED LOT SPLIT APPLICATION TO ALLOW A SINGLE-FAMILY RESIDENTIAL PROPERTY TO BE SPLIT INTO TWO LOTS, SUBMITTED BY APPLICANT DANIEL J. RICHARDS TRUSTEE OF THE JOANN E. RICHARDS FAMILY TRUST, LOCATED AT 5019 GRAN LAC AVENUE, BELLE ISLE, FLORIDA 32812 ALSO KNOWN AS PARCEL NUMBER 18-23-30-4386-03-580.
  - b. Lot Split 7306 Matchett Road: PURSUANT TO BELLE ISLE CODE SECTION 50-33 (6), THE CITY COUNCIL SHALL CONSIDER AND TAKE ACTION ON A REQUESTED LOT SPLIT APPLICATION TO ALLOW A SINGLE-FAMILY RESIDENTIAL PROPERTY TO BE SPLIT INTO TWO LOTS, SUBMITTED BY APPLICANTS HARVEY AND VIRGINIA SALTZMAN, LOCATED AT 7306 MATCHETT ROAD, BELLE ISLE, FLORIDA 32809 ALSO KNOWN AS PARCEL NUMBER 25-23-29-0000-00-035.
  - c. Approval of Final ARPA Allocations 2024
  - d. Approval of RVI Contract Comp Plan Amendment Fee Additional \$5000 For Water Plan Inclusion
  - e. Review and Approve Submittal for RFP 2024-05 Purchase of Vacuum Trailer
  - f. Review and Approve Submittal for RFP 2024-06 Jade Storm Pump Station Generator
  - g. Discussion on Changes to the Golf Cart Ordinance
8. **Attorney's Report**
9. **City Manager's Report**
  - a. City Manager Task List Update
  - b. Chief's Report
  - c. Public Works Report
10. **Mayor's Report**
11. **Items from Council**
12. **Adjournment**

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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 1



# CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, November 19, 2024 \* 6:30 PM  
**MINUTES**

**Present was:**

- Mayor - Nicholas Fouraker
- District 1 – Commissioner – Frank Vertolli
- District 2 – Commissioner – Holly Bobrowski
- District 3 – Commissioner – Danny Otterbacher
- District 4 Vice Mayor – Jason Carson
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

**Absent was:**

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

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Dan Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

**2. Invocation and Pledge to Flag - Vice Mayor, Jason Carson-District 4**

Vice Mayor Carson gave the invocation and led the Pledge to the Flag.

Mayor Fouraker said he could not stay for the meeting as he had a previous engagement. He said Vice Mayor Carson would continue with the agenda.

**3. Citizen's Comments**

Vice Mayor Carson opened for citizen comments.

- Anthony Carugno, residing at 2372 Hoffner Avenue, gave an update on the ANAC meeting. He noted that he would like to see the CCA City representatives give monthly or quarterly updates to the Council and residents so that the City residents can be updated on the construction and school events.
- Wood Johnson, Chairman of the Police Advisory Board, gave a brief on the topics and tasks the Advisory Board is currently discussing, i.e., annexation, study compatibility and comparisons, and vehicle lease vs purchase. He thanked the Council for approving the K9 Patrol. He announced the Board will present Officer of the Awards at a future Council meeting.

There being no further comment, Vice Mayor Carson closed citizen comments.

**4. Presentations**

- a. PD Recognition Award – Wawa  
Chief Grimm presented the Proclamation to Wawa staff and thanked them for their continued support of the City and the Agency.
- b. FLC Announcement - Comm Frank Vertolli Completion of the Institute for Elected Municipal Officials  
Comm Vertolli was presented with a certificate of completion from the Institute for Elected Municipal Officials.

**5. Consent Items**

- a. Approval of City Council Minutes - August 22, 2024
- b. Approval of City Council Workshop Minutes - October 1, 2024
- c. Approval of City Council Minutes - October 1, 2024
- d. Approval of City Council Minutes - October 15, 2024
- e. **Approval of Resolution No. 24-22 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, PROVIDING AN EFFECTIVE DATE.**

- f. Approval of the 2020 Bond Proceeds Closeout
- g. Approval of Amendment Standard Grant Agreement 23PLN26 Re: Comprehensive Vulnerability Assessment
- h. Approval of Amendment 1 FDEP 22FRP106 Re: Sol Avenue Rebuild Project

Vice Mayor Carson called for a motion to approve the Consent Items.  
Council moved to pull items c, e, f, g, and h.

**Comm Bobrowski moved to approve items a, b, and d as presented.**  
**Comm Lowell seconded the motion.**

Item c

Comm Lowell moved the following edits to the minutes of October 1, 2024, as follows,

**Page 2 of 2, reads,** "Mr. Hamstra said this originally started with Orange County and the major flooding areas. He does not feel like the County will not have any objections; it was not a personal slant against the city. They wanted to limit the audience to those most impacted.

**Should read,** "Mr. Hamstra said this originally started with Orange County and the major flooding areas. He does not feel the county will have any objections; it was not a personal slant against the city. They wanted to limit the audience to those most impacted."

Comm Vertolli seconded the motion, which passed unanimously.

Item e

City Manager Rudometkin explained that Resolutions 24-22 are presented to update and clarify amendments to the approved budget per State guidelines.

Comm Partin moved to approve Resolution 24-22 as presented.

Comm Lowell seconded the motion, which passed unanimously.

Item f

Comm Smith asked if the 2020 Bonds closeout will be paid and closed on the books.

City Manager Rudometkin explained that the bond was for the Bank of America building, which was not built out. It has been on the books for two years with an unspent amount remaining. He is asking to use the remaining funds to pay the principal portion of the bond, with the balance coming out of the General Fund to allow the City to close the bond.

Comm Smith moved to approve item f, as presented.

Comm Lowell seconded the motion, which passed unanimously.

Item g

City Manager Rudometkin explained that the vulnerability grant should open the door for other grants and has contacted a professional company for guidance. This was initially a resiliency grant used for the Sol project. The vulnerability assessment portion is a new program for stormwater funding, which has been denied in the past.

Comm Partin moved to approve item g, as presented.

Comm Otterbacher seconded the motion, which passed unanimously.

Item h

City Manager Rudometkin provided an amendment to the Sol Project to amend the effective date of 2023 from February 4, 2022, and revised on April 4, 2024. He hopes this change will close out the Sol Avenue project and see the full reimbursement of \$196,000.

Comm Lowell moved to approve item h, as presented.

Comm Otterbacher seconded the motion, which passed unanimously.

**6. Unfinished Business**

- a. Resolution Waive Zoning & Buildings Fees Issued Due to Hurricane Milton

City Manager Rudometkin said that, as in years past, the staff is requesting, in the interest of public health and safety, to authorize the temporary waiver of zoning permit fees for hurricane Milton-related repairs or replacements for roofs, screened enclosures, fencing, HVAC and electric systems, pools, marine structures, and solar collectors ending December 31, 2024. To date, we have received one request to repair an electrical panel.

Comm Bobrowski requested an edit to the Resolution to remove the “building fee waiver.”

**After discussion, Comm Lowell moved to approve the Resolution with the change to remove the building fee waiver from the Resolution and allow for waiving zoning fees only through December 31, 2024. Comm Bobrowski seconded the motion, which passed unanimously.**

**7. New Business**

a. Tree Board Presentation on Updated Application, Fees, and New Resident Program - Richard Weinsier

Richard Weinsier, Chairman of the Tree Board, presented changes to the Tree Permit process and new program initiatives as follows,

- Minimal increase in tree removal permit from \$25 to \$35
- Consideration of an Ordinance amendment for increasing the fines for residents who do not follow the code
- Raffling an oak tree on Arbor Day and at various events
- Provide new residents with tree and trash information on a memory card. magnet or QR code
- Provide a goodie bag with promotional items
- Provide recycling paper bags for purchase

**After the discussion, Comm Smith moved to review and continue the conversation at the second meeting in January. Comm Lowell seconded the motion, which passed unanimously.**

b. Approval of Bing Grant Application for Lake Conway Estates HOA

Jason Hunter, Lake Conway Estates’ HOA representative, presented the BING Grant application for upgrading the HOA Tennis Court. The council discussed the project with a 50/50 match. The district is split between Districts 1 and 7, and Mr. Hunter requested a split request to fund their project.

**Comm Vertolli moved to approve the Bing Grant application, which includes \$7,500 from District 1 and \$4,500 from District 7, for a total of \$12,000.**

**Comm Partin seconded the motion, which passed unanimously.**

c. Approval of Pioneer Days Acoustic Stage Sponsorship

**Comm Smith moved to approve the Pioneer Days Acoustic Stage for \$600.**

**Comm Partin seconded the motion, which passed unanimously.**

d. Appointment of City Council Member to the Audit Selection Committee

Comm Partin asked if the appointment of a Council member to a City Board goes against the Charter. Attorney Langley clarified that State Law requires a member of the governing body to be on the auditor selection committee, and the Code is superseded by State law. The appointment is a limited role, and the Council person will be the Chair of the Auditor Committee. After selecting an auditor, the appointed Council person will no longer sit on the Committee.

**Comm Partin nominated himself to the Audit Selection Committee.**

**Comm Smith seconded the motion, which passed unanimously.**

e. Support letter for IOG in Central Florida and the Greater Orlando Area

**Comm Otterbacher moved to approve the support letter for IOG as presented.**

**Comm Partin seconded the motion, which passed unanimously.**

f. Discussion to Reschedule or Combine December 3rd and 17th Council Meetings

**After discussion, Comm Otterbacher moved to cancel the December 3rd meeting.**

**Comm Partin seconded the motion, which passed unanimously.**



8. **Attorney's Report**

Attorney Langley reported on the Cavedo Lot Split litigation, which the Council denied this year and was challenged with a Request for Relief. The magistrate agreed that the proceeding was brought improperly because the landowner had sued the City's circuit court before working on a solution. Mediation was not successful. There is a pending lawsuit that was abated. However, the Judge gave Cavedo 30 days to refile the proper documents. The City will continue to challenge the appeal.

Comm Partin asked if there was any recourse for reimbursement. Attorney Langley said that in Florida, a party in any lawsuit cannot recover attorney fees from the other party unless a contract or Statute is in place.

9. **City Manager's Report**

a. City Manager Task List

The City Manager's Task List was provided for review, and spoke briefly on

- Hurricane Clean Up
  - Hurricane Helene clean up – \$14,000
  - Hurricane Milton clean up – JJ’s pick-up fee \$21,000 over their contract fee
  - Hurricane Milton clean up approximately \$262,500, not including debris removal/grinding at the drop-off location. Paperwork was received before payment was made. Staff will be seeking reimbursement of the \$262,500 from FEMA. Discussion ensued on the debris removal grinding process.
- CCA Board Appointments
  - City Manager Rudometkin said Mr. Brooks informed him that no seats were available for appointment because, as Chairman, he had reappointed Mr. Armstead and Mrs. Cross. Comm Partin said he would have liked staff to research further and asked that the City send apology letters to the three applicants.
- Credit Card Points—City Manager Rudometkin stated that the City has earned points on its credit cards and asked for approval to use the points to give employees a \$25 gift card for the holidays rather than losing them. Vice Mayor Carson asked how long we had been losing points before we came up with the option. Comm Vertolli learned by attending conferences that some cities pay for their services with credit cards and the earned cash back is used to pay off bills. The staff is looking into other programs that offer cash back vs points. After Council discussion, Comm Partin asked that it be returned for formal approval on December 17 and open discussion on how to distribute the points, i.e., place them back into the general fund, holiday auctions, charitable organizations, families in need, or staff holiday gift cards.

**Comm Otterbacher moved that the \$25 gift card for employees should be approved this year if it is a use-it or lose-it scenario.**

**Comm Smith seconded the motion, which passed 6:1 with Comm Partin, nay.**

Mr. Rudometkin announced,

- Comm Carson and former Comm Anthony Carugno qualified for Mayor
- District 2 qualified and was unopposed.
- No one qualified for Districts 3 and 4.

Mr. Rudometkin asked Attorney Langley to provide a brief overview of the process of appointing candidates to Districts 3 and 4 in the future. Attorney Langley said that given that there are no qualified candidates for those two districts, there will be two vacancies beginning April 1, 2025. There is a Charter process for filing vacancies. The Council can decide to start the process early and direct the City Manager to post the vacancies to fill the seats with appointments to commence in April. Applications will be provided to the Council for an interview, and the position will be filled with a majority vote of the Council within 30 days of the vacancy.

Comm Otterbacher said he was aware of the qualifying period on Wednesday and did his best to submit the paperwork. However, after reviewing the documents, he fell short on three petitions to qualify. He stated that he had all intentions of remaining in office.

b. Chief's Report

Chief Grimm congratulated the staff for the quick pick-up of Hurricane Milton debris.

Chief Grimm reminded all of the upcoming events and noted that they will be added to the flashing board signs.

c. **Public Works Report**

Phil Price, Public Works Director, reported,

- Sidewalk repair replacement will be winding down for the holidays.
- The sidewalk at City Hall is complete, and landscaping will commence,
- Christmas decorations will be up around the City in the next few days.
- St Partin Place piping is repaired and complete.

**10. Mayor's Report** – No report.

**11. Items from Council**

- Comm Otterbacher spoke about the alligator removed at South Lake. City Manager Rudometkin said he would forward contact information to the Alligator Hotline.
- Comm Lowell spoke on the FAA Tower (Orange County), which was contacted to repair a strobing white light.

**12. Adjournment**

With no further business, Mayor Fouraker called for a motion to adjourn the meeting, which was unanimously approved at 8:45 pm.

**MUNICIPAL  
INTER-LOCAL VOLUNTARY COOPERATION  
MUTUAL AID AGREEMENT**

- City of Apopka**
- City of Belle Isle**
- Town of Eatonville**
- City of Edgewood**
- City of Kissimmee**
- City of Maitland**
- Town of Oakland**
- City of Ocoee**
- School Board Of Orange County**
- City of Orlando**
- University of Central Florida**
- City of St. Cloud**
- Town of Windermere**
- City of Winter Garden**
- City of Winter Park**

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people and in intensive situations including but not limited to emergencies as defined under Section 252.34 Florida Statutes; and

WHEREAS, the Apopka Police Department, the Belle Isle Police Department, the Eatonville Police Department, the Edgewood Police Department, the Kissimmee Police Department, the Maitland Police Department, the Oakland Police Department, the School Board of Orange County, the Ocoee Police Department, the Orlando Police Department, St. Cloud Police Department, the University of Central Florida Police Department, the Windermere Police Department, the Winter Garden Police Department, Winter Park Police Department have the authority under Part I of Chapter 23, Florida Statutes, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines and a Requested Operational Assistance Agreement for the rendering of assistance in connection with a law enforcement emergency.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section I. Provisions for Requested Operational Assistance**

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request or agree to render law enforcement assistance to the other in law enforcement emergencies to include; but not necessarily be limited to, civil disturbances, large protest demonstrations, aircraft disaster, fires, natural or man-made disasters, sporting events,

concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units, suspected terrorist incidents, active shooter incidents, any incident or situation that surpasses the resources of the participating agencies or other emergency as defined in Section 252.34 Florida Statutes.

**Section II. Provisions for Voluntary Cooperation**

The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, including by way of illustration and not limitation, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, and drug violations, pursuant to Chapter 893, Florida Statutes, back-up services, over-the-line arrests, over-the-line executions of warrants, inter-agency task forces, and/or joint investigations including but not limited to, City/County/State Traffic Enforcement Units, the Metropolitan Bureau of Investigation, Special Weapons and Tactics Teams, Canine Units, and the Bomb Disposal Unit.

**Section III. Policy and Procedure**

- A. In the event that a party to this Agreement is in need of assistance as set forth above, it shall notify the agency head or their designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.
- B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer, designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.
- C. Where investigative priorities arise during a law enforcement operation that may require the crossing of jurisdictional lines, each party agrees that the agency administrator or his designee on duty shall notify the agency administrator of the jurisdiction entered, and request enforcement assistance. The responding agency administrator or his designee shall evaluate the situation, consult with his appropriate supervisor if necessary, and, if required, insure that proper enforcement assistance is rendered.
- D. Should an officer of a participating agency be in another jurisdiction for matters of a routine or investigative nature, such as traveling through the area on routine business, attending a meeting, or going to or from work, and a criminal violation of Florida Statutes occurs in the presence of said officer, and said violation is a felony, an offense constituting a breach of the peace, a crime of violence against

a person, or the officer witnesses a driver engaged in a pattern of conduct that constitutes an immediate danger to the motoring public, the officer shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.

- E. If a law enforcement officer of one of the parties to this Agreement has probable cause to arrest an individual for a felony offense in their own jurisdiction and requests assistance in the location and apprehension of the suspect, and a law enforcement officer of one of the other parties to this Agreement is in the jurisdiction of the party requesting assistance and observes the suspect, the officer representing their party, shall be empowered to render law enforcement assistance and act in accordance with the law and this Agreement.
  
- F. If one of the parties of this Agreement establishes probable cause to arrest an individual for a crime which occurred within their own jurisdiction, and learns that the individual has fled to the jurisdiction of another agency within this Agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has fled into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after the probable cause has been established and a warrant has not yet been obtained. A “reasonableness of the time” will not exceed 24 hours after the offense is reported to the agency.
  
- G. If one of the parties to this Agreement requests another party to assist in coverage of an off-duty assignment within their jurisdiction through the agency off-duty coordinator or system, the out of jurisdiction officer working the detail is authorized to take law enforcement action within the requestor’s jurisdiction.
  
- H. A party outside of their jurisdiction is empowered under this Agreement to take law enforcement action to continue an investigation of a crime which began in their jurisdiction in the other parties jurisdiction for the purpose of:
  - 1. Transporting a subject to the Orange County Jail or Baker Act facility.
  - 2. Interviewing witnesses, victims, or suspects.
  - 3. Collection of evidence without a search warrant.

The Parties recognize that the above referenced activities may not constitute law enforcement action and operational assistance is only requested to the extent required by law. The above does not require notification of the other jurisdiction unless an arrest is made.

- I. If one of the parties to this Agreement obtains a search warrant to search a location

or object based on probable cause for an offense which occurred within their own jurisdiction, and the location or object is located in the jurisdiction of another party to this Agreement, the original agency will contact the jurisdiction where the location or property is located to assist in the execution of the warrant or request permission to execute the warrant in their jurisdiction.

- J. Prior to enforcement action being taken in the other agency's jurisdiction, the officer shall notify that jurisdiction's Communications Center of the situation. The only exception would be the situation where immediate action is necessary. In that event, the Communications Center shall be notified immediately thereafter.
- K. Should additional violations of Florida Statutes occur in the presence of said officer, representing his or her respective agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with the law and this Agreement.
- L. School Board Safety Officers, who are sworn law enforcement officers, pursuant to sec. 23.1225(1)(a) Fla Stat., may enforced laws in an area within 1,000 feet of an Orange County School or School Board property.

**Section IV. Powers, Privileges, Immunities, and Costs**

- A. Members of the subscribed law enforcement agencies, when actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their respective agencies, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, privileges, and immunities, as if they were performing their duties in the political subdivision in which they are normally employed.
- B. Each party agrees to furnish necessary equipment, resources, and facilities, and to render services to another party to the Agreement as set forth above, provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services, in furnishing such mutual aid.
- C. The agency furnishing aid, pursuant to this Agreement, shall bear the loss or damages to such equipment, and shall pay any expense incurred in the operation and maintenance thereof.
- D. The agency furnishing aid, pursuant to this Agreement, shall compensate its appointees/employees during the time such aid is rendered, and shall defray the actual travel maintenance expenses of such appointees/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such appointees/employees are engaged in rendering such aid.

- E. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of such officers, agents or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to full-time paid, part-time, volunteers, and reserve members.
  
- F. All employees of a respective agency, while acting under mutual aid in another's jurisdiction, shall be deemed to be acting within the course of their own agency's employment and shall not be construed to be acting as an employee of any other agency.

**Section V. Indemnification**

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own appointees/employees occurring while engaging in rendering such aid, pursuant to this Agreement, to hold harmless, defend, and indemnify the other participating party and his appointees/employees, subject to provisions of Section 768.28, Florida Statutes, where applicable and to the extent permitted by law: Any party having a duty to indemnify and defend under this Agreement shall have control of the defense of any suit or claim arising under said duty. Each party shall be responsible for the acts, omissions, or conducts of its own employees. Nothing in this agreement shall be deemed a waiver of any party's sovereign immunity.

**Section VI. Insurance Provisions**

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

**Section VII. Disclaimer to Third Party Beneficiaries**

This agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this agreement.

**Section VIII. Effective Date**

This Agreement shall take effect upon execution and approval by the hereinafter named officials, and shall continue in full force and effect until January 1, 2029, unless terminated prior thereto by any or all the parties herein.

**Section IX. Cancellation**

This agreement may be canceled by any party upon delivery of written notice to the other parties. Cancellation will occur at the direction of any subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

Pursuant to F.S. 23.1225(3), this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made.

In acknowledgment and execution of the **MUNICIPAL INTER-LOCAL VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**, pages one through six, inclusive, I hereby set my hand and seal:

**BELLE ISLE POLICE DEPARTMENT**

APPROVED:  
BELLE ISLE, FLORIDA

\_\_\_\_\_  
Travis Grimm  
Chief of Police

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

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

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno  
City Clerk



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

Meeting Date: December 17<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: Credit Card points, options

Background:  
The City earns reward points on our credit card purchases each month. With Council’s approval, we used 160k of our points to purchase gift cards for our employees leaving 83,886 points remaining as of 12/11/24. Because we just redeemed a large amount of points, we won’t have any points expiring until 11/30/2026. However, due to the amount of points we have and will continue to accumulate, we need to look at options on how to use the points.

Attached is a list of rewards available that we can use our points for. They don’t offer a cashback/statement credit option but we can redeem points for gift cards. For reference, a \$25 gift card uses 4,000 points, \$50 is 7,500 points, and a \$100 gift card is 13,000 points.

Staff Recommendation:  
Since the remainder of points do not expire until 11/30/26, staff suggests not redeeming any more points until a new credit card company is selected that offers the cashback/statement credit option and a city policy is created reflecting that.

Suggested Motion: **I move to not redeem any more credit card points until a new credit card company is selected that offers the cashback/statement credit option and a city policy is created reflecting that.**

Alternatives: Do not approve.

Fiscal Impact: N/A

Attachments:  
Card Service Rewards



**GIFT CARDS:****DINING**

<i>Applebees</i>	\$ 25	\$ 50	\$ 100
<i>Bahama Breeze</i>	\$ 25	\$ 50	\$ 100
<i>Buffalo Wild Wings</i>	\$ 25	\$ 50	\$ 100
<i>Chili's</i>	\$ 25	\$ 50	\$ 100
<i>Cracker Barrel</i>	\$ 25	\$ 50	
<i>Ihop</i>	\$ 25	\$ 50	\$ 100
<i>Longhorn Steakhouse</i>	\$ 25	\$ 50	\$ 100
<i>Maggiano's Little Italy</i>	\$ 25	\$ 50	\$ 100
<i>McCormick &amp; Schmick's</i>	\$ 25	\$ 50	\$ 100
<i>Morton's The Steakhouse</i>	\$ 25	\$ 50	\$ 100
<i>Olive Garden</i>	\$ 25	\$ 50	\$ 100
<i>Omaha Steaks</i>	\$ 25	\$ 50	\$ 100
<i>On the Border</i>	\$ 25	\$ 50	\$ 100
<i>Outback Steakhouse</i>	\$ 25	\$ 50	\$ 100
<i>Panera Bread</i>	\$ 25	\$ 50	\$ 100
<i>Papa John's</i>	\$ 25		
<i>Rainforest Café</i>	\$ 25	\$ 50	\$ 100
<i>Red Robin</i>	\$ 25	\$ 50	\$ 100
<i>Seasons 52</i>	\$ 25	\$ 50	\$ 100
<i>Starbucks</i>	\$ 25		\$ 100
<i>Steak 'n Shake</i>	\$ 25	\$ 50	
<i>TGI Fridays</i>	\$ 25	\$ 50	\$ 100
<i>Texas Roadhouse</i>	\$ 25	\$ 50	\$ 100
<i>The Cheesecake Factory</i>	\$ 25	\$ 50	\$ 100
<i>Yard House</i>	\$ 25	\$ 50	\$ 100

**SHOPPING**

<i>Amazon.com</i>			\$ 100
<i>American Eagle</i>	\$ 25	\$ 50	\$ 100
<i>AutoZone</i>	\$ 25	\$ 50	\$ 100
<i>Banana Republic</i>	\$ 25	\$ 50	\$ 100
<i>Bass Pro Shops</i>	\$ 25	\$ 50	\$ 100
<i>Bath&amp;Body Works</i>	\$ 25	\$ 50	\$ 100
<i>Belk</i>	\$ 25	\$ 50	\$ 100
<i>Best Buy</i>	\$ 25		
<i>Bloomingdales</i>	\$ 25	\$ 50	\$ 100
<i>Cabela's</i>	\$ 25	\$ 50	\$ 100
<i>Crate&amp;Barrel</i>	\$ 25	\$ 50	\$ 100
<i>CVS</i>	\$ 25		\$ 100
<i>Gap</i>	\$ 25	\$ 50	\$ 100
<i>Groupon</i>	\$ 25	\$ 50	\$ 100
<i>Home Depot</i>	\$ 25		
<i>HomeGoods</i>	\$ 25	\$ 50	\$ 100
<i>JiffyLube</i>	\$ 25	\$ 50	\$ 100
<i>Kohl's</i>	\$ 25	\$ 50	\$ 100
<i>L.L.Bean</i>	\$ 25		\$ 100
<i>Lands' End</i>	\$ 25	\$ 50	\$ 100
<i>Lowe's</i>	\$ 25		
<i>Macy's</i>	\$ 25	\$ 50	\$ 100
<i>Marshalls</i>	\$ 25	\$ 50	\$ 100
<i>Nike.com</i>	\$ 25	\$ 50	\$ 100
<i>Old Navy</i>	\$ 25	\$ 50	\$ 100
<i>Pottery Barn</i>	\$ 25		\$ 100
<i>REI</i>	\$ 25	\$ 50	\$ 100
<i>Staples</i>	\$ 25	\$ 50	\$ 100
<i>T.J.Maxx</i>	\$ 25	\$ 50	\$ 100
<i>Victoria's Secret</i>	\$ 25	\$ 50	

**FUEL**

<i>Bp</i>			\$ 100
<i>Shell</i>			\$ 100
<b>ENTERTAINMENT</b>			
<i>AMC Theatre</i>	\$ 25	\$ 50	
<i>Apple Gift Card</i>	\$ 25		
<i>Barnes &amp; Noble</i>	\$ 25	\$ 50	\$ 100
<i>Dave &amp; Buster's</i>	\$ 25	\$ 50	
<i>Disney Gift Card</i>	\$ 25	\$ 50	\$ 100
<i>Game Stop</i>	\$ 25		
<i>Regal</i>	\$ 25	\$ 50	\$ 100

**OTHER REWARDS***Merchandise:*

- Accessories (cologne/sunglasses/purses)
- Apple (ipad, apple TV, HomePod, Powerbeats)
- Appliances (household)
- Appliances (kitchen)
- Bose
- Coins and Collectibles
- Electronics (audio)
- Electronics (video)
- Hardware
- Health & Beauty
- Home Furnishing
- Housewares
- Kids
- Lawn & Garden
- Luggage & Leather
- Office Products (Amazon Tablets/Photo Printers/Laptop Bags)
- Photography
- Safety & Security
- Sporting Goods
- Televisions
- Watches
- Travel (vacation getaways)*

*Experiences:*

- Entertainment (Hot Air Balloon/Cooking Lesson/Car Ride)
- Getaways (Spa Day/Dinner Cruise)
- Sports (Yoga/Skydiving/Diving/Skateboard/Surf Lessons)
- Live Concerts/Sports*



## PLANNING & ZONING

City Hall  
1600 Nela Avenue  
Belle Isle, FL 32809

Office of the City Manager  
Administration  
407.851.7730 x105  
407.240.2222 fax

Finance Department  
407.851.7730 x104

Planning Department  
407.793.5348 x103

Public Works  
689.500.3473

Code Enforcement  
407.849.8450

Police Department (PD)  
407.240.2473 Office

407.836.4357  
Non-Emergency

Website:  
www.belleislefl.gov

## Request for Lot Split

**Date:** October 3, 2024  
**To:** Applicant Daniel J. Richards, as Trustee  
**Re:** 5019 Gran Lac Avenue, Belle Isle, FL 32812  
**Parcel:** #18-23-30-4386-03-580  
**Case number:** #2024-06-035

### Project Overview

In June, applicant Daniel Richards submitted a complete Lot Split Application to the City of Belle Isle for 5019 Gran Lac Avenue. Their submittal includes a property survey with a legal description certified by a registered state surveyor of the property as it is to be divided, documentation showcasing proof of estate ownership, a Narrative Letter, and the permit review fee for the lot split request. The specific requirements for a lot split are pursuant to Chapter 50 of the City's land development code, which outlines permit procedures, submittal requirements, and design and performance regulations for a subdivision within the City of Belle Isle.

Mr. Richards recently inherited the property from his late mother, Joann Richards, under a family trust. As the designated trustee, Mr. Richards requests to split the 0.79-acre property into two parcels, resulting in one interior lot and a corner lot abutting Hoffner and Gran Lac Avenue. The lot split proposal seeks to maintain the existing residence and shed on Lot 1 and create Lot 2 as a vacant parcel for residential development.

The Lake Conway Estates subdivision plat shows that the current property was originally three separate parcels, Lots 356 through 358. In 2006, the former property owners received approval from Orange County Property Appraiser to aggregate the three parcels into one lot. The lot aggregation request was approved as the three parcels were under the same ownership, within the same jurisdiction, located contiguously amongst each other, and met the City's land aggregation requirements per section 54-2 for substandard lots of record.

This report outlines the applicable zoning requirements for a lot split and the details of the submitted request to divide the property into two lots. All lot split requests are determined by the consensus of the Belle Isle City Council per the established land development code.

### Land Use Designations and Public Service Providers

Future Land Use Designation: Low-Density Residential  
Zoning District: R-1-AA, Single-Family Residence  
Current Uses: Residential  
Potable Water: Orange County Utilities



## PLANNING & ZONING

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### The City Land Development Code – Guidelines for Zoning Compliance

The Land Development Code, Chapter 50, Performance and Design Regulations, establishes subdivision standards for the City of Belle Isle. **Section 50-73(A)** outlines minimum building setbacks, lot sizes, floor area, and maximum heights for various zoning districts within the jurisdiction. For 5019 Gran Lac Avenue, an R-1-AA zoning district requires a minimum lot width of 85 feet, and the minimum lot size is 10,000 square feet for each new parcel. All corner lots must be at least ten feet wider than the minimum width established in this chapter per **section 50-35(B)(2)**. The subdivision design standards set forth in section 50-35 also state that side lot lines must be, as nearly as practical, at right angles to straight street lines and radial to curved street lines.

Pursuant to **section 50-33(6)** of the Belle Isle land development code, no variance will be given for any lot split that results in a lot or parcel that does not conform to every aspect of the LDC's requirements for newly created lots or parcels.

### Recommendation for Lot Split Request

The applicant's lot split proposal demonstrates that the interior lot (Lot 1) with the single-family residence and shed meets the required 85-foot lot width, and the proposed new corner lot (Lot 2) meets the 95-foot lot width requirement as measured from the designated 30-foot front yard setback. The proposed size of Lot 1 is 17,719 square feet, and Lot 2 is 17,004 square feet, meeting the minimum lot size requirement for the applicable zoning district. The side lot line configuration, as shown on the property survey, provides three lengths to allow a lot split which conforms to the applicable building setback requirements for the existing single-family home and accessory building onsite.

City Staff recommends approval of the requested Lot Split application as the proposal for Lots 1 and 2 conforms to the City's land development code for an R-1-AA zoning district.

Should the Council approve the requested lot split, **section 50-33(6)(C)** requires the applicant to record the approved final plat with the Orange County Comptroller's Office including signatures from the City representatives and city staff. A Notice of No Further Lot Split, executed by the property owner, must also be approved by the City to record with the County before the issuance of any building permit for lots or parcels created by lot split. The applicant must provide a copy of the recorded plat and notice of no further lot split to City Hall for zoning compliance to complete the lot split permit process. Failure to do so will void the Council-approved lot split request.





# City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809  
Tel 407-851-7730 \* Fax 407-240-2222 \* www.belleislefl.gov

## Lot Split Determination Application

**City Code Chapter 50-33(6) - Non-Refundable \$300.00 application fee (BIMC SEC 54-171)**  
The City Manager or Designee reserves the right to determine whether this application is complete and accurate. Incomplete applications will not be processed and will be returned to the applicant. The processing time may take up to 5-business days. Please be aware septic systems are not approved with this request. Contact the Health Department at 407-836-2600 for the ability to install septic systems on these proposed lots.

**PARENT PROPERTY INFORMATION** Parcel ID# 18-23-30-4386-03-580

Property Owner's Names Daniel J. Richards, as Trustee of Joann E. Richards Family Trust Permit # 2024-06-035

Property Owner's Address 5019 Gran Lac Ave., Belle Isle Owner's Contact Number 407-346-2881

**PERMITTEE'S PROPERTY INFORMATION**

Permittee's Name Daniel J. Richards, as Trustee Permittee's Contact Number 407-346-2881

Permittee's Address 813 E Kaley St., Orlando, FL 32806

Legal Description (Parent Tract and Proposed Lots) Lake Conway Estates Section 7 2/38 Lots 356 357 +358

Reason for Request To create a buildable lot

Are there any existing/pending permits for the subject property? (If yes, indicate on the survey) Yes  No

Overall Land Area 34723 Are Septic tanks proposed \_\_\_Yes \_\_\_No

Will Wells be used \_\_\_Yes  \_\_\_No  All resulting lots have public access (Please indicate on the survey)

How many total parcels proposed (3 max) 2 For proposed split  Reconfiguration \_\_\_ Aggregation \_\_\_

Developable land area (less lake and wetlands) for each lot Lot #1 17719 Lot #2 17004 Lot #3

**SUBMITTAL REQUIREMENTS:**

- ◆ Non-Refundable \$300.00 application fee (BIMC SEC 54-171).
- ◆ The applicant shall submit a survey and legal description, both certified by a registered state surveyor of the property as it is to be divided, payment as outlined in this Land Development Code or as otherwise prescribed by the city council or city manager, and proof of ownership acceptable to the City.
  - The survey, to scale, must contain at a minimum 1) all existing structures, 2) easements, 3) wetlands, 4) the NHWE for any water bodies, 5) the 100-year flood zone limit, 6) all adjoining rights-of-way, 7) proposed lot lines and dimensions, 8) lot areas, and 9) legal descriptions (of parent tract and all proposed lots). If septic systems or wells are proposed, the survey must indicate existing septic tanks, drain fields, and well locations. All lots shall maintain a minimum 20' fee for simple access to a dedicated public paved street.
- ◆ Notarized Owner Authorization (if the applicant is not the property owner).

- ◆ With the prior approval of the city council, any lot or parcel not located within a planned unit development may be divided by lot split so long as the two resulting lots or parcels meet in every respect the Land Development Code's requirements for newly created lots or parcels. No lot or parcel or any portion of any lot or parcel created by a lot split shall be further divided by a lot split. No variance will be given for any lot split that results in a lot or parcel that does not conform in every respect to the Land Development Code's requirement for newly created lots or parcels. For example, no variance will be given for any lot split resulting in a substandard lot.
- ◆ A Notice of No Further Lot Split shall be submitted and fully executed by the owner of the property submitted for a lot split, which notice must be approved by the City, and such notice shall be recorded in the public records of the county prior to the issuance of any building permit for lots or parcels created by lot split. The form of the notice shall be in recordable form and substance substantially in accordance with the following: "The property described on the attached Exhibit 1 was the subject of a lot split within the City of Belle Isle, Florida, and no further division of all or any portion of the property described on the attached Exhibit 1 by the lot split procedure in the City of Belle Isle shall be allowed. Further subdivision by other methods may or may not be allowed."





City of Belle Isle  
Tel 407-851-7730 \* Fax 407-240-2222 \* www.cityofbelleislefl.org  
Lot Split Determination Application – Continued

Property Owner's Names <i>Daniel J. Richards, as Trustee of the Jeann E. Richards Family Trust</i>	Permit # <i>2024-06-035</i>
Signature <i>Daniel J. Richards</i> <i>Personal Representative</i>	ZONING APPROVAL STAMP:
Owner or Designee Name <i>Daniel J. Richards, as Trustee</i>	

The following request is to divide property for purposes of obtaining building permits or for transfer of ownership as required by the Belle Isle Municipal Code.

- I understand that any approval to divide land may require further approvals by the Planning & Zoning Board and City Council. This request may take up to thirty (30) days for staff review and written response. I understand that any request to divide land is subject to the Belle Isle Comprehensive Plan, as amended, and all other applicable regulations and ordinances.
- If approval of this application is granted based on false information provided by the property owner or authorized representative, the City reserves the right to revoke the approval and any permits issued as a result of the false information.
- Decisions of the Planning & Zoning Board may be appealed to the City Council within 15 calendar days of receipt of the decision. The appeal fee is \$150.00. Submit notice of appeal and fee to the City Clerk.

Print (Owner or Designee) <i>Daniel J. Richards</i>	Signature <i>Daniel J. Richards</i>	Date <i>6-12-24</i>
--	--	------------------------

FOR OFFICE USE ONLY - FEE: \$300.00      Date Paid \_\_\_\_\_      Check/Cash/CC \_\_\_\_\_

State of Florida

County of Orange

Notary's Signature *Betty V. Malone*      Date *6-12-2024*

Notary Printed Betty V. Malone

My commission expires: 5-16-2028 (SEAL)

Notary Public State of Florida  
Betty V Malone  
My Commission HH 523962  
Expires 5/16/2028



Dan Richards  
813 E Kaley Street  
Orlando, FL 32806  
407-346-2881

June 13, 2024

Raquel Lozano  
Planner  
City of Belle Isle  
1600 Nela Avenue  
Belle Isle, FL 32809

Dear Ms. Lozano,  
Attached is the Lot Split Determination Application and supporting documents for your review.  
Enclosed are:

1. A check for \$300 for the Lot Split Application Fee
2. The application, notarized.
3. A Narrative Letter
4. A survey showing the lot split, buildable area and the setbacks
5. A Certificate of Death for Joann Richards
6. Joann Richards Last Will and Testament naming Dan Richards as the Personal Representative.

If you need anything else, please let me know.

Sincerely,



Dan Richards

**Dan Richards  
Narrative Letter**

**5019 Gran Lac Avenue  
Lot Split**

In 1966 my parents, Jim and Joann Richards, bought the house at 5019 Gran Lac Avenue in Conway Estates when I was 4 and my sister was 8. This was the first home they bought and over the years decided to stay and add on to the house rather than move because they loved the community so much. I felt so fortunate to grow up when I did and in what is now part of Belle Isle. When we first moved in there were only a few houses on Gran Lac Avenue. Conway Estates was still being developed. There were 2 lots on the south side between our house and Hoffner and 3 lots on the north side of our house. There were also lots across the street. We had a wonderful childhood where we rode our bikes everywhere, watched houses get built, played kickball and later football in the empty lots, built treehouses and enjoyed fishing and swimming in the lakes and I can still remember the smell of orange blossoms from the groves across the street along Hoffner.

In 1970 our family grew again and my younger sister was born. The following year, in 1971, Mom and Dad decided to buy the two adjacent lots next door. They wanted to stay in this area and raise their family instead of moving to a bigger house. And a few years later they added another room to the house so everybody could have their own bedroom and my Dad could have a proper den for his desk and books. Mom and Dad embraced this community. They were very special people and committed to living a good life in Belle Isle. They were long time and active members of St Mary of the Angels Episcopal Church on Matchett Road. Mom was instrumental in getting Orange County to build sidewalks along Conway Road in the 1970's so it would be safer for kids walking or bike riding to school and she volunteered at Shenandoah Elementary, Conway Junior High and Oak Ridge High where my sisters and I attended school. Our Dad, who was an Orthopedic Surgeon, frequently volunteered to speak at the schools about science and medicine. He and his practice colleagues ran a free scoliosis clinic at the schools. Not only did he love the community, he loved the location because it was a straight shot to what used to be Orange Memorial Hospital.

Our Dad sadly passed away in 2008. He is dearly missed by our family. Our Mom loved her house, loved living in Belle Isle and she wouldn't even consider downsizing in the ensuing years. Our old bedrooms became grandchildren's bedrooms and many good years and holiday celebrations continued at 5019 Gran Lac Avenue for our family. On August 7<sup>th</sup>, 2023 our beloved Mom passed away. She and Dad left my sisters and I an amazing legacy that we strive to live up to. We are blessed to have had 57 years of memories filled with love at 5019 Gran Lac Avenue.

As the Personal Representative of my Mom's estate, I am requesting a lot split to create one buildable lot on the property adjacent to the house. The parcel will have 17,004 square feet and the buildable footprint is 8,338 square feet. Our wish is for a family to one day build their dream home and enjoy as many years as we have on this property and in this special community.

## BUREAU of VITAL STATISTICS

## CERTIFICATION OF DEATH

STATE FILE NUMBER: 2023138578

DATE ISSUED: [REDACTED] 2023

## DECEDENT INFORMATION

DATE FILED: [REDACTED] 2023

NAME: JOANN ELLEN RICHARDS

DATE OF DEATH: [REDACTED]

SEX: FEMALE

AGE: 090 YEARS

DATE OF BIRTH: [REDACTED]

SSN: [REDACTED]

BIRTHPLACE: MILWAUKEE, WISCONSIN, UNITED STATES

PLACE WHERE DEATH OCCURRED: HOSPICE

FACILITY NAME OR STREET ADDRESS: 8412 WAIALAE CT

LOCATION OF DEATH: ORLANDO, ORANGE COUNTY, 32819

RESIDENCE: 5019 GRAN LAC AVE, BELLE ISLE, FLORIDA 32812, UNITED STATES

COUNTY: ORANGE

OCCUPATION, INDUSTRY: HOMEMAKER, OWN HOME

EDUCATION: BACHELORS DEGREE

EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

## SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: WIDOWED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: IRVING FELSKE

MOTHER'S/PARENT'S NAME: REGINA DWYER

## INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: DAN RICHARDS

RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 813 E KALEY ST, ORLANDO, FLORIDA 32806, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: MICHELLE Y PETRINO, F045115

FUNERAL FACILITY: CAREY HAND COLONIAL FUNERAL HOME F079241

2811 CURRY FORD RD, ORLANDO, FLORIDA 32806

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: WOODLAWN MEMORIAL PARK  
GOTHA, FLORIDA

## CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 1820

DATE CERTIFIED: AUGUST 10, 2023

CERTIFIER'S NAME: ALOK JOSHI

CERTIFIER'S LICENSE NUMBER: OS18605

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2025578536

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

## WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



\* 4 6 5 1 4 3 5 4 \*

DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD



23

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED





**JOANN E RICHARDS FAMILY TRUST**  
**JOANN E RICHARDS**  
**DANIEL J RICHARDS**  
5019 GRAN LAC AVE  
ORLANDO, FL 32812

63-215/631

DATE 6-13-2024

PAY TO THE ORDER OF City of Belle Isle \$ 300.00  
three hundred & no/100 DOLLARS

**TRUIST** 

MEMO Lot Split Fee 

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

*LAST WILL AND TESTAMENT*  
*OF*  
*JOANN E. RICHARDS*

*March 16, 2022*

*Prepared by*  
**Pamela O. Price**  
**GrayRobinson, P.A.**  
**301 E. Pine Street**  
**Suite 1400**  
**Orlando, Florida 32801**  
**(407) 843-8880**  
**Pamela.Price@Gray-Robinson.com**

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**LAST WILL AND TESTAMENT  
OF  
JOANN E. RICHARDS**

I, JOANN E. RICHARDS, a resident of Orange County, Florida, revoke all prior Wills and publish the following as my Last Will and Testament.

**ARTICLE 1  
FAMILY**

I am not married but I am the widow of James F. Richards, Jr. I am a citizen of the United States. I have three children, KATHLEEN E. RICHARDS OROPEZA, DANIEL J. RICHARDS, and MARGARET A. RICHARDS PERELLA. References to “my descendants” mean my children named above and their descendants.

**ARTICLE 2  
SPECIFIC GIFTS OF TANGIBLE PERSONAL PROPERTY**

I make the following gifts:

**2.1 Separate List for Tangible Personal Property.** I may make gifts of tangible personal property by means of one or more separate written lists. To be effective, a separate list must be signed by me, and must identify the items and persons to receive them with reasonable certainty. If there is a conflict, I confirm the gift of that item made in the most recent list. My Personal Representative will not be bound by any written list produced or discovered more than two months after my death.

**2.2 Other Gifts.** I give all my remaining tangible personal property not given by other provisions of this article, including furniture, household furnishings, motor vehicles, clothing, jewelry, and personal effects (together with all insurance on those items), to those of my children who survive me, in shares as nearly equal in value as is reasonably practical.

**2.3 Special Terms.** All gifts of tangible personal property under this article are subject to the following conditions.

**(a) Division by Personal Representative.** If the persons entitled to these items cannot agree upon a division within six months after my death, my Personal Representative shall divide these items in its discretion among those persons, and that division will be conclusive and binding.

**(b) Delivery Expenses.** All expenses of storage (before distribution), packing, shipping, insurance, delivery, and other reasonable and necessary charges in distributing these items are to be paid as an expense of administration of my estate.



**ARTICLE 3  
RESIDUARY ESTATE**

I give all my Residuary Estate to the then serving trustee of the Joann E. Richards Family Trust, amended and restated in its entirety today prior to the execution of this Will (referred to in this Will as “my Revocable Trust”), as it now exists or may be amended after the execution of this Will, for administration under its terms. If the gift to that trust is ineffective for any reason, I give all my Residuary Estate to the Trustee upon the same terms and conditions set forth in that trust as of this date. I incorporate those terms by reference, but only for the purpose of this contingent gift.

**ARTICLE 4  
APPOINTMENT OF PERSONAL REPRESENTATIVE**

I appoint DANIEL J. RICHARDS as my Personal Representative. If he fails or ceases to serve, I appoint KATHLEEN RICHARDS OROPEZA to serve as Personal Representative. A Personal Representative will be entitled to reasonable compensation. I direct that no Personal Representative be required to post bond or other security.

**ARTICLE 5  
SURVIVAL PROVISIONS**

If any beneficiary is required to survive me or another person to receive a distribution, and if the beneficiary does not survive me or that other person by 90 days, or if that beneficiary cannot be located within one year after my or that other person's death despite reasonable attempts by my Personal Representative to locate that beneficiary, the beneficiary will be treated as if he or she died before me or that other person. Expenses in excess of Five Thousand Dollars (\$5,000) incurred by my Personal Representative in attempting to locate a beneficiary will be charged to the gift distributable to that beneficiary.

**ARTICLE 6  
PAYMENTS OF OBLIGATIONS, EXPENSES, AND TAXES**

My Personal Representative shall pay all of my obligations, expenses, and taxes as follows:

**6.1 Obligations.** I direct that my legally enforceable obligations (except those secured by mortgages or other security instruments) be paid in the order and manner prescribed by law.

**6.2 Expenses and Taxes.** The term “expenses” includes all estate transmission or management expenses of my probate estate and all costs of my last illness and funeral; the term “estate taxes” means all state and federal estate, inheritance, or transfer taxes payable by reason of my death (including the generation-skipping transfer tax on any direct skip created by the express terms of this Will rather than by disclaimer), plus any related interest and penalties attributable to these taxes, but excluding any other generation-skipping taxes. I direct that all expenses of my estate and all estate taxes charged with respect to my gross estate for estate tax purposes (including estate taxes on assets that do not pass under this Will) be paid by the trustee of my Revocable Trust, as permitted under Section 733.817 and despite Section 738.201(2)(c) of the Florida

Statutes. For these purposes, I incorporate by reference the tax apportionment provisions of my Revocable Trust. To the extent these amounts are not paid by my Revocable Trust, they are to be paid from my Residuary Estate, without apportionment, except to the extent provided in my Revocable Trust as to nonprobate and nontaxable assets.

**ARTICLE 7  
FIDUCIARY POWERS**

I grant to my Personal Representative and the Trustee (collectively referred to as “the Fiduciary”) full power to deal freely with any property in my estate. The Fiduciary may exercise these powers independently and without the approval of any court. No person dealing with the Fiduciary need inquire into the propriety of any of its actions or into the application of any funds or assets. The Fiduciary however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, for the best interest of the beneficiaries of my estate, which for purposes of this article includes any trust created in this Will. Without limiting the generality of the foregoing, the Fiduciary is given the following discretionary powers in addition to any other powers conferred by law:

**7.1 Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Fiduciary deems prudent, and to invest in any assets the Fiduciary deems advisable even though they are not technically recognized or specifically listed in so-called “legal lists,” without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Fiduciary acts in good faith.

**7.2 Original Assets.** Except as otherwise provided to the contrary, to collect and retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Fiduciary.

**7.3 Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Fiduciary or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

**7.4 Financial Accounts.** To deposit funds in one or more accounts in regulated financial service institutions, including but not limited to banks, savings institutions, and brokerage houses, and to draw checks, drafts, or other forms of withdrawal, including electronic transfers, from those accounts.

**7.5 Specific Securities.** To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Fiduciary or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Fiduciary, its affiliates, or syndicates of which it is a member and I specifically authorize the Trustee to invest in the instruments described in Section 736.0802(5) of the Florida Statutes

(including assets other than qualified investment instruments) without notice to or consent from any beneficiary; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of my estate for that purpose.

**7.6 Property Transactions.** To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Fiduciary deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to abandon or dispose of any real or personal property in my estate which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, including conservation easements, restrictions, and covenants as the Fiduciary sees fit. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of my estate.

**7.7 Borrow Money.** To borrow money from any source (including the Fiduciary in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

**7.8 Maintain Assets.** To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Fiduciary in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in my estate may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Fiduciary, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

**7.9 Digital Assets and Accounts.** As provided in and in furtherance of the Florida Fiduciary Access to Digital Assets Act (“FFADAA”), to access and control communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means; to access and control all of my accounts involving web-based communications or storage and web-hosted media, including but not limited to emails, messages, blogs, subscriptions, pictures, videos, e-books, audiobooks, memberships in organizations or commercial enterprises, and all forms of social media, whether or not those require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Fiduciary's choosing, all in keeping with the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and FFADAA, as those may be amended; and to hold, control, and have access to and the use of any digital asset (as defined in FFADAA) held by any kind of computing or digital storage device or service.

**7.10 Insurance.** To obtain property, casualty, liability or any other insurance for my estate, including insurance for the Fiduciary and its agents against damage or liability arising from administration of the Estate or any trust.

**7.11 Advisors.** To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for my estate) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the domiciliary estate even if the services were rendered in connection with ancillary proceedings.

**7.12 Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any person the Fiduciary reasonably believes is disabled according to the terms of this Will by (i) making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Fiduciary or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; (ii) managing the amount as a separate fund on that person's behalf, subject to his or her continuing right to withdraw that amount; or (iii) applying any distribution for the benefit of that person in any manner the Fiduciary deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Fiduciary with respect to that payment.

**7.13 Non-Pro Rata Distribution.** To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

**7.14 Nominee.** Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

**7.15 Custodian.** To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Fiduciary but at the expense of my estate, whether or not such Custodian is an affiliate of the Fiduciary or any person rendering services to my estate; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Fiduciary may direct. While such securities are in the custody of the Custodian, the Fiduciary will be under no obligation to inspect or verify such securities nor will the Fiduciary be responsible for any loss by the Custodian.

**7.16 Administer Claims.** To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against my estate, including paying those claims in full; to agree to any rescission or modification of any contract or agreement; and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

**7.17 Corporate Rights.** To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Fiduciary), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other

agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

**7.18 Business Interests.** To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Fiduciary deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

**7.19 Self-Dealing.** To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Fiduciary, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of my estate. Despite any other provision of this Will, no Fiduciary may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Fiduciary. No Fiduciary who has made a disclaimer, either individually or as a Fiduciary, may exercise any discretion in determining the recipient of the disclaimed property, except pursuant to an ascertainable standard. All power to make such unlimited distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Fiduciaries, if any, or if there are no other Fiduciaries then serving, by the person or persons named to serve as the next successor Fiduciary, or if there are none, by a special Fiduciary appointed for that purpose by a court having jurisdiction.

**7.20 Elections.** To perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of me or my estate, including but not limited to, claiming the whole or any part of the expenses of administration as income tax deductions for my estate, electing the marital deduction in whole or in part, making allocations of my exemption from the federal generation-skipping transfer tax, adopting alternate values for estate tax purposes, and selecting taxable years and dates of distribution. The Fiduciary is specifically excused from making equitable adjustments among beneficiaries because of any election.

**7.21 Qualified Property.** To manage any qualified real property or qualified family-owned business interests so as to avoid imposition of the additional estate tax under Sections 2032A or 2057 of the Internal Revenue Code, and to furnish security for the payment of any additional estate taxes imposed under those sections.

**7.22 Expenses.** To pay all expenses of administration for my estate or my Revocable Trust, including all taxes, assessments, compensation of the Fiduciary and its employees and agents, and reimbursements for expenses advanced (with interest as appropriate).

**7.23 Terminate Small Trusts.** To exercise its discretion, without court approval, to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is less than One Hundred Thousand Dollars (\$100,000), and to distribute the remaining principal and all accumulated income of the trust to include the types of distributions described in Section 7.12 to the beneficiaries then entitled to receive income in proportion to their shares of that income (or on a per capita basis if their shares are not fixed) in a manner consistent with the

purposes of the Trust. The Fiduciary shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the qualified beneficiaries at that time.

**7.24 Allocations to Income and Principal.** To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. My Personal Representative in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, including the allocation of some or all of the net capital gain to the beneficiaries as if it were fiduciary accounting income. My Personal Representative in its discretion may treat any discretionary distributions of principal as being paid first from realized capital gains.

**7.25 Use of Income.** Except as otherwise provided in this Will, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of my estate to satisfy the liabilities described in this Will, without accountability to any beneficiary.

**7.26 Sever or Join Trusts.** To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Fiduciary may consolidate two or more trusts (including trusts created by different transferors) having substantially the same beneficial terms and conditions into a single trust. The Fiduciary may take into consideration differences in federal tax attributes and other pertinent factors in administering any separate account or trust, in making applicable tax elections, and in making distributions. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective (which may be before the exercise of this power), and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

**7.27 Consolidated Funds.** Unless inconsistent with other provisions of this Will, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds.

**7.28 Valuations.** In making distributions or allocations under the terms of this Will to be valued as of a particular date, to use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Fiduciary's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Fiduciary's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

**7.29 Incorporation.** To incorporate any business or venture, and to continue any unincorporated business that the Fiduciary determines to be not advisable to incorporate.

**7.30 Delegation.** To delegate periodically among themselves the authority to perform any act of administration of my estate.

**7.31 Loans; Advances.** To make loans to anyone under commercially reasonable terms, and to make cash advances or loans to beneficiaries, with or without security. The Fiduciary may retain a lien on future distributions to a beneficiary to repay those loans.

**7.32 Election of Benefits.** To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the trustee, exercise rights under such plan, annuity, or insurance, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

**7.33 Investment Manager.** To employ any investment management service, financial institution, or similar organization to advise the Fiduciary and to handle all investments of my estate and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Fiduciary is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

**7.34 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

**7.35 Disclaim Assets or Powers.** To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Fiduciary is to be held harmless for any decision to make or not make such a disclaimer. No disclaimer by the Trustee, whether as a fiduciary or as an individual, will cause that person to be treated as having predeceased me for purposes of serving as Trustee.

**7.36 Related Parties.** To enter into any transaction on behalf of my estate despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Fiduciary, or of which the Fiduciary, or any director, officer, or employee of the Corporate Fiduciary, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Fiduciary; or (iii) a beneficiary or Trustee under this Will acting individually, or any relative of such a party.

**7.37 Additional Powers for Income-Producing Real Estate.** In addition to the other powers set forth above or otherwise conferred by law, the Fiduciary has the following powers with respect to any income-producing real property which is or may become a part of my estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**7.38 Winding Up.** On termination of the estate or any trust, to exercise the powers appropriate to wind up the administration of that estate or trust and distribute the remaining assets to the persons entitled to them, and to retain a reasonable reserve for the payment of debts, expenses, and taxes.

**ARTICLE 8  
TAX ELECTIONS**

I direct my Personal Representative to make federal estate and generation-skipping tax elections as instructed by the trustee of my Revocable Trust with respect to transfers under that trust. My Personal Representative is to be held harmless from any liability in making elections as directed by that trustee.

**ARTICLE 9  
TRANSACTIONS WITH OTHER ENTITIES**

My Personal Representative may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. My Personal Representative can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions my Personal Representative thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

**ARTICLE 10  
MISCELLANEOUS PROVISIONS**

**10.1 Definitions.** As used in this Will, the following terms have the meanings set forth below:

(a) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(b) **Residuary Estate** means my estate left after paying all pre-residuary gifts in this Will and all expenses and charges (other than estate taxes).



(c) The term **Trustee** refers to my Personal Representative, acting as trustee for any trust created in this Will. When serving as Trustee, my Personal Representative will have all the powers granted to trustees under Florida law, as well as the powers specified in this Will.

(d) The words **will** and **shall** are used interchangeably in this Will and mean, unless the context clearly indicates otherwise, that my Personal Representative must take the action indicated; as used in this Will, the word **may** means that my Personal Representative has the discretionary authority to take the action but is not automatically required to do so.

(e) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, (iii) having been incarcerated for more than thirty consecutive days, (iv) being unaccountably absent for more than thirty days or being detained under duress, or (v) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (v) above, and all persons may rely conclusively on such a certificate.

**10.2 Lapsed Gifts.** If any gift is conditioned on the recipient surviving me or another person and no alternative disposition of that gift is specified, the gift will lapse and become part of my Residuary Estate if the designated recipient does not survive.

**10.3 Notices.** Any person entitled or required to give notice under this Will shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

**10.4 Certifications.**

(a) **From Trustee.** For some purposes, my Personal Representative is instructed to rely on a certificate from the trustee of my Revocable Trust as to certain tax elections and other matters. That certificate must be in writing and witnessed by two impartial persons, but need not be notarized. It is to be delivered to my Personal Representative in the same fashion as provided for other notices.

(b) **Facts.** A certificate signed and acknowledged by my Personal Representative or the Trustee stating any fact affecting this Will, my estate, or any trust will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with my Personal Representative or the Trustee. My Personal Representative or the Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the estate beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Personal Representative or Trustee has actual knowledge that the stated fact is false. Knowledge of all other facts will be determined as provided in Section 736.0104 of the Florida Statutes.

(c) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by any person specifically named as a Personal Representative or Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

**10.5 Effect of Adoption.** A legally adopted child (and any descendants of that child) will be regarded as a descendant of the adopting parent only if the petition for adoption was filed with the court before the child's thirteenth birthday, except that this limitation will not apply to any child adopted by me. If the legal relationship between a parent and child is terminated by a court while the parent is alive, that child and that child's descendants will not be regarded as descendants of that parent. If a parent dies and the legal relationship with that deceased parent's child had not been terminated before that parent's death, the deceased parent's child and that child's descendants will continue to be regarded as descendants of the deceased parent even if the child is later adopted by another person.

**10.6 Infant in Gestation.** For all purposes of this Will, an infant in gestation who is later born alive will be deemed to be in being during the period of gestation for the purpose of qualifying the infant, after it is born, as a beneficiary of my estate.

**10.7 Applicable Law.** All matters involving the validity and interpretation of this Will are to be governed by Florida law.

**10.8 Gender and Number.** Reference in this Will to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires.

**10.9 Headings.** Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

Executed at Orlando, Florida, on March 16<sup>th</sup>, 2022.

  
Joanir E. Richards

Continued on next page.....

This instrument was signed, sealed, published, and declared by the testatrix as her Last Will and Testament in our joint presence, and at her request we have signed our names as attesting witnesses in her physical presence and in the physical presence of each other on the date written above.

Name

Address

  
Elisabeth Crane, Witness

301 East Pine Street, Suite 1400  
Orlando, FL 32801  
407-843-8880

  
Ileen Cordero, Witness

301 East Pine Street, Suite 1400  
Orlando, FL 32801  
407-843-8880

Continued on next page.....

STATE OF FLORIDA  
COUNTY OF ORANGE

I, Joann E. Richards, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Last Will and Testament.

*Joann E. Richards*  
[Redacted Signature]

\_\_\_\_\_  
Joann E. Richards

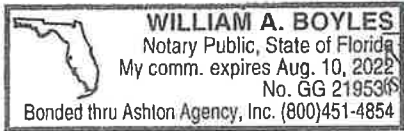
We, ELISABETH CRANE and ILEEN CORDERO, have been sworn by the officer signing below, and declare to that officer on our oaths that the testatrix declared the instrument to be her Last Will and Testament and signed it in our physical presence, and that we each signed the instrument as a witness in the physical presence of the testatrix and of each other.

*Elisabeth Crane*  
\_\_\_\_\_  
Elisabeth Crane, Witness

*Ileen Cordero*  
\_\_\_\_\_  
Ileen Cordero, Witness

Acknowledged and subscribed before me  in my physical presence or  by online notarization by the testatrix, **Joann E. Richards**, who  is personally known to me or  has produced a driver's license as identification, and sworn to and subscribed before me by each of the following witnesses: ELISABETH CRANE, who  is personally known to me or  has produced a driver's license as identification,  in my physical presence or  by online notarization; and ILEEN CORDERO, who  is personally known to me or  has produced a driver's license as identification,  in my physical presence or  by online notarization. Subscribed by me in the physical or online presence of the testatrix and the subscribing witnesses, as indicated above, all on March 16<sup>th</sup>, 2022.

*William A. Boyles*  
\_\_\_\_\_  
Notary Public, State of Florida  
Stamp Name, Commission # and Expiration below)

 WILLIAM A. BOYLES  
Notary Public, State of Florida  
My comm. expires Aug. 10, 2022  
No. GG 219530  
Bonded thru Ashton Agency, Inc. (800)451-4854

IN THE CIRCUIT COURT FOR ORANGE COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

JOANN ELLEN RICHARDS,  
a.k.a. JOANN E. RICHARDS

File No. 2023-CP-003059

Division Probate

Deceased.

**ORDER DETERMINING HOMESTEAD STATUS  
OF REAL PROPERTY**

(testate - devised, heirs, no spouse or minor child - exempt from claims)

On the petition of DANIEL J. RICHARDS for an order determining homestead status of real property (the "Property"), all interested persons having been served proper notice of the petition and hearing, or having waived notice thereof, the court finds that:

1. The decedent died testate and was domiciled in Orange County, Florida;
2. The decedent was not survived by a spouse or minor child;
3. Decedent's homestead was devised as permitted by law;
4. At the time of death, the decedent owned and resided on the Property described in the petition;

It is

ADJUDGED that the following-described Property:

Residence located at 5019 Gran Lac Ave., Belle Isle, FL 32812, and more particularly described as:

Lot 358, LAKE CONWAY ESTATES SECTION SEVEN, according to the plat thereof as recorded in Plat Book Z, Page 38, Public Records of Orange County, Florida.

Parcel Identification No.: 18-23-30-4386-03-580

constituted the homestead of the decedent within the meaning of Section 4 of Article X of the Constitution of the State of Florida. It is

ADJUDGED FURTHER that, as of the decedents date of death, the Property was validly devised to and the constitutional exemption from the claims of decedent's creditors inured to the following:

Name	Address	Relationship	Share
DANIEL J. RICHARDS, Trustee of the JOANN E. RICHARDS FAMILY TRUST dated July 25, 1991, as amended and restated	813 E. Kaley St. Orlando, FL 32806	Trustee	100% interest in Residence located at 5019 Gran Lac Ave., Belle Isle, FL 32812, and more particularly described as:  Lot 358, LAKE CONWAY ESTATES SECTION SEVEN, according to the plat thereof as recorded in Plat Book Z, Page 38, Public Records of Orange County, Florida.

It is ADJUDGED FURTHER that the personal representative is authorized and directed to surrender all of the Property which may be in the possession or control of the personal representative to the persons named above, and that the personal representative shall have no further responsibility with respect to it.

DONE and ORDERED in Orange County, Florida on the date shown on the electronic signature.



eSigned by Mark Blechman 06/18/2024 14:43:08 RPGDIDD

Circuit Judge

If there are parties not receiving service through the Florida Courts e-filing Portal, counsel will serve a copy of the order via U.S. Mail to the non-e-filing parties and file a certificate of service in the court file no later than three days from the date of this order.

Electronic Service List

Pamela Price <pam.price@gray-robinson.com>, <kelly.redmond@gray-robinson.com>  
 KATHLEEN E RICHARDS OROPEZA <kathleenoropeza@gmail.com>  
 DANIEL J RICHARDS <danrichards84@outlook.com>  
 MARGARET A RICHARDS PERELLA <megperella@gmail.com>



## PLANNING & ZONING

### Request for Lot Split

City Hall  
1600 Nela Avenue  
Belle Isle, FL 32809

Office of the City Manager  
Administration  
407.851.7730 x105  
407.240.2222 fax

Finance Department  
407.851.7730 x104

Planning Department  
407.793.5348 x103

Public Works  
689.500.3473

Code Enforcement  
407.849.8450

Police Department (PD)  
407.240.2473 Office

407.836.4357  
Non-Emergency

Website:  
www.belleislefl.gov

Date: October 8, 2024  
 To: Applicant Harvey and Virginia Saltzman  
 Re: 7306 Matchett Road, Belle Isle, FL 32809  
 Parcel: #25-23-29-0000-00-035  
 Case number: #2024-09-004

#### Project Overview

In September 2024, property owner Harvey Saltzman submitted a complete Lot Split Application to the City of Belle Isle for 7306 Matchett Road. Their submittal includes a property survey with a legal description certified by a registered state surveyor of the property as it is to be divided, documentation showcasing proof of estate ownership, a Narrative Letter, and the permit review fee for the lot split request. The specific requirements for a lot split are pursuant to Chapter 50 of the City’s land development code, which outlines permit procedures, submittal requirements, and design and performance regulations for a subdivision within the City of Belle Isle.

In 2011, the Saltzmans purchased the vacant 0.69-acre lot. The existing lot is approximately 97 feet by 308 feet, west of Matchett Road. This property borders the city limits and is adjacent to the Orange County line. The owners seek to split the lot into two parcels, resulting in one flagpole lot and a traditional, or interior, lot surrounded by parcels on the side and rear lot lines of the property. Based on the Narrative Letter, the owners intend to sell the interior lot and maintain ownership of the proposed flagpole lot for future residential development.

This report outlines the applicable zoning requirements for a lot split and the details of the submitted request to divide the property into two lots. Per the established land development code, all lot split requests are determined by the consensus of the Belle Isle City Council.

#### Land Use Designations and Public Service Providers

Future Land Use Designation: Low Density Residential  
 Zoning District: R-1-A, Single-Family Residential  
 Current Uses: Residential  
 Potable Water: Orlando Utilities Commission  
 Wastewater: Orange County Utilities (Sewer System)

#### The City Land Development Code – Guidelines for Zoning Compliance

The Land Development Code (LDC), Chapter 50, Performance and Design Regulations, establishes subdivision standards for the City. **Section 50-73** outlines minimum building



setbacks, lot sizes, floor area, and maximum building heights. For the R-1-A zoning district, the minimum lot width is 75 feet, and the minimum lot size is 7,500 square feet.

## PLANNING & ZONING

City Hall  
1600 Nela Avenue  
Belle Isle, FL 32809

Office of the City Manager  
Administration  
407.851.7730 x105  
407.240.2222 fax

Finance Department  
407.851.7730 x104

Planning Department  
407.793.5348 x103

Public Works  
689.500.3473

Code Enforcement  
407.849.8450

Police Department (PD)  
407.240.2473 Office

407.836.4357  
Non-Emergency

Website:  
www.belleislefl.gov

**Section 50-33(6)** outlines the submittal requirements for a lot split application and further states that in this section, no variance will be given for any lot split that results in a lot or parcel that does not conform to every aspect of the LDC's requirements for newly created lots or parcels. The LDC explicitly states that no variance will be given for any lot split that results in a substandard lot.

**Section 50-32** defines Lot Width as the distance between the side lot lines, along a line drawn parallel to the front lot line. The code states that lot width can be determined from the minimum front yard setback required for the applicable zoning district, or a front yard setback established at a greater distance than required by the applicable zoning district pursuant to a deed restriction granted by the property owner in favor of the City.

The applicant proposes a lot split that creates Parcel A to meet the 75-foot lot width requirement with a lot size of 9,375 square feet. The configuration of Parcel B proposes a 22-foot-wide accessway extending 125 feet and widens to an overall lot width of 97 feet. Following **section 50-32**, the Council may measure the lot width of Parcel B as 30 feet from the Matchett Road right-of-way or 30 feet from the general front lot line located 155 feet from the Matchett Road right-of-way. Should a front yard setback be established at a greater distance than required by the applicable zoning district, the Council must condition a deed restriction granted by the property owner in favor of the City.

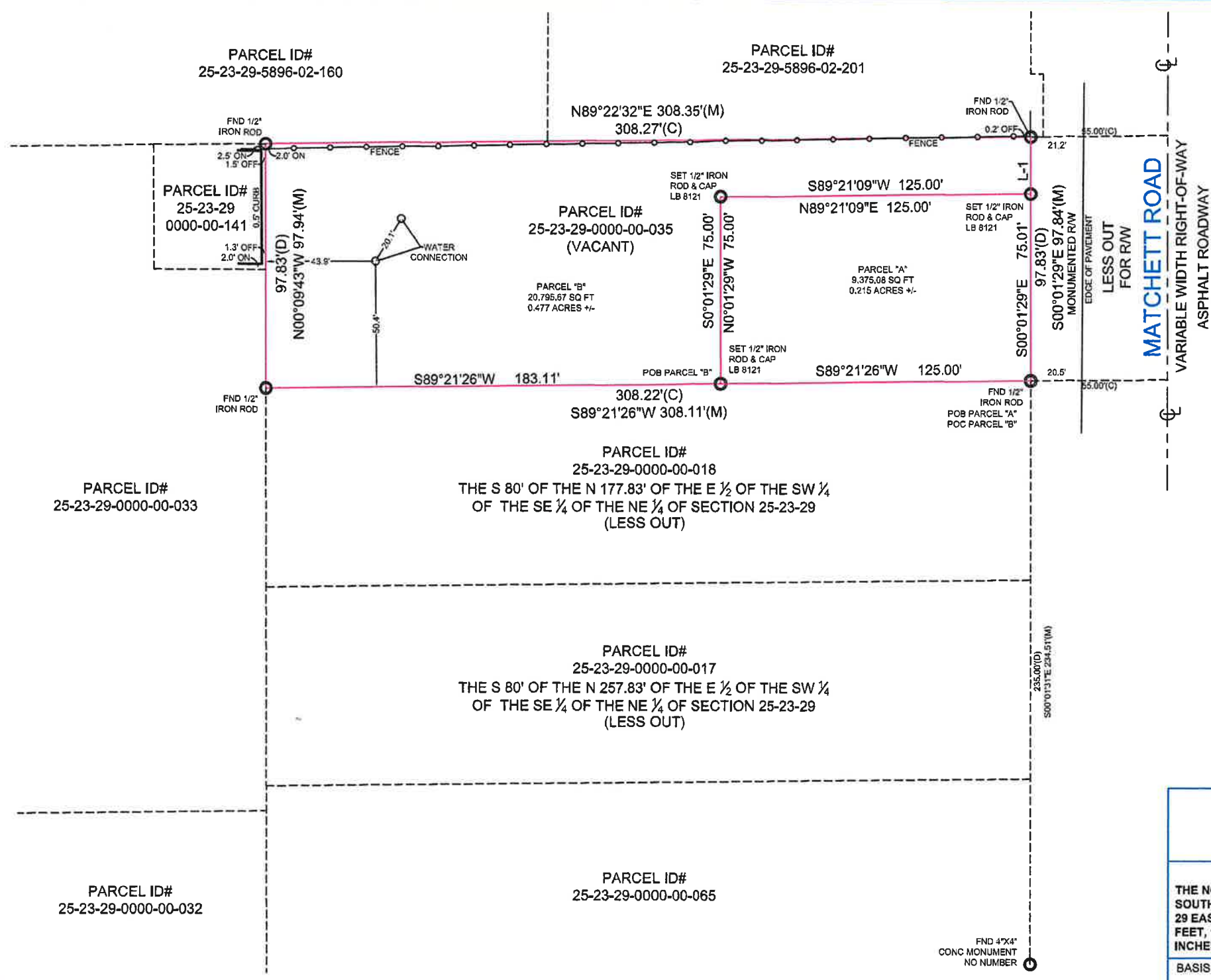
### Determination of Lot Split Request

Under **section 50-35**, Design Standards of Subdivision Regulations, a subdivision plat can only be approved if the Council finds after full consideration of all pertinent data that the subdivision can be served adequately and economically with public facilities and services suitable for a lot split request. The Council must determine if the Lot Split Application for Parcels A and B satisfies the City's Land Development Code.

Should the Council approve the requested lot split, **section 50-33(6)(C)** requires the applicant to record the approved final plat with the Orange County Comptroller's Office including signatures from the City representatives and city staff. A Notice of No Further Lot Split, executed by the property owner, must also be approved by the City to record with the County before the issuance of any building permit for lots or parcels created by lot split. The applicant must provide a copy of the recorded plat and notice of no further lot split to City Hall for zoning compliance to complete the lot split permit process. Failure to do so will void the Council-approved lot split request.



# Boundary Survey



**PARCEL "A"**  
 BEING A PORTION OF THE NORTH 257 FEET, 10 INCHES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 IN SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE SOUTH 80 FEET OF THE NORTH 177 FEET, 10 INCHES THEREOF AND LESS THE SOUTH 80 FEET OF THE NORTH 257 FEET, 10 INCHES THEREOF AND LESS ROAD RIGHT OF WAY ON THE EAST DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE PARCEL, SAID POINT ALSO BEING ON THE WESTERLY R/W LINE OF MATCHETT ROAD; THENCE DEPARTING SAID ROAD AND RUNNING S89°21'26"W, ALONG THE SOUTHERLY LINE OF THE ABOVE PARCEL, FOR A DISTANCE OF 125.00 FEET; THENCE DEPARTING SAID LINE, AND RUNNING N00°01'29"W, FOR A DISTANCE OF 75.00 FEET; THENCE RUNNING S89°21'09"E, FOR A DISTANCE OF 125.00 FEET TO THE WESTERLY R/W LINE OF MATCHETT ROAD AFOREMENTIONED; THENCE RUNNING WITH SAID R/W LINE, S00°01'29"E, FOR A DISTANCE OF 75.01 FEET TO THE POINT AND PLACE OF THE BEGINNING.

**PARCEL "B"**  
 BEING A PORTION OF THE NORTH 257 FEET, 10 INCHES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 IN SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE SOUTH 80 FEET OF THE NORTH 177 FEET, 10 INCHES THEREOF AND LESS THE SOUTH 80 FEET OF THE NORTH 257 FEET, 10 INCHES THEREOF AND LESS ROAD RIGHT OF WAY ON THE EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "A", SAID POINT ALSO BEING ON THE WESTERLY R/W LINE OF MATCHETT ROAD; THENCE DEPARTING SAID ROAD AND RUNNING S89°21'26"W, ALONG THE SOUTHERLY LINE OF THE ABOVE PARCEL, FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°21'26"W, FOR A DISTANCE OF 183.11 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, N00°09'43"W, A DISTANCE OF 97.94 FEET MEASURED, 97.83 FEET IN THE ORIGINAL DEED; THENCE RUNNING N89°22'32"E, FOR A DISTANCE OF 308.25 FEET THE THE WESTERLY R/W LINE OF MATCHETT ROAD; THENCE WITH SAID LINE, RUNNING S00°01'29"E, A DISTANCE OF 22.83 FEET TO THE NORTH LINE OF PARCEL "A"; THENCE DEPARTING MATCHETT ROAD AND RUNNING WITH PARCEL "A", S89°21'09"W, A DISTANCE OF 125.00 FEET; THENCE RUNNING S00°01'29"E, A DISTANCE OF 75.00 FEET TO THE POINT AND PLACE OF THE BEGINNING.

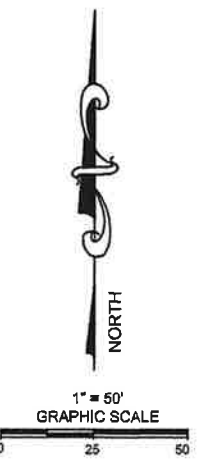
THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN PARCEL "A" AND PARCEL "B".

L-1  
 S00°01'29"E 22.83'

ADDRESS  
**7306 MATCHETT ROAD  
 BELLE ISLE, DL 32812**

LEGAL DESCRIPTION: (AS FURNISHED)  
 THE NORTH 257 FEET, 10 INCHES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 IN SECTION 25, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE SOUTH 80 FEET OF THE NORTH 177 FEET, 10 INCHES THEREOF AND LESS THE SOUTH 80 FEET OF THE NORTH 257 FEET, 10 INCHES THEREOF AND LESS ROAD RIGHT OF WAY ON THE EAST.

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SUBJECT PROPERTY, ASSUMED TO BEING S 00°01'29" E.



LEGEND	
A/C	Air Conditioner
C	Calculated
CL	Centerline
CB	Concrete Block
CM	Concrete Monument
CONC	Concrete
COV	Covered
D	Description
DE	Drainage Easement
DUE	Drainage & Utility Easmt
D/W	Driveway
ESMT	Easement
FPE	Finished Floor Elevation
FND	Found
IP	Iron Pipe
L	Length (Arc)
M	Measured
N&D	Nail & Disk
NR	Non-Radial
OHU	Overhead Utility Line
ORB	Official Records Book
P	Plat
PB	Plat Book
PC	Point of Curvature
PI	Point of Intersection
POB	Point of Beginning
POC	Point of Commencement
PP	Power Pole
PRC	Point of Reverse Curvature
PRM	Permanent Reference Monument
R	Radius
RAD	Radial
R&C	Rebar & Cap
RFD	Roofed
UE	Utility Easement
WM	Water Meter
Δ	Delta (Central Angle)
W	Wood/PVC Fence
CL	Chain Link Fence
PP	Wood Power Pole
⊙	Well

DLS #: D24-08-0022  
 CLIENT #:  
 FIELD DATE: 08/08/2024  
 DRAFTER: DJC  
 APPROVED: BHH  
 SCALE: 1" = 50'

**FLOOD ZONE INFORMATION**  
 (FOR INFORMATIONAL PURPOSES ONLY)  
 SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, PER F.I.R.M. PANEL NUMBER 12095C 0430F LAST REVISION DATE 09/25/09

CERTIFIED TO: (AS FURNISHED)  
**HARVEY SALTZMAN  
 VIRGINIA SALTZMAN**

NOTES  
 1. All utility lines have not been researched for gas, overlaps, and/or holes.  
 2. In compliance with F.A.C. §1011-6.0031-4-E, if location of easements or right-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper.  
 3. Fence encroachments not determined.  
 4. No underground improvements or structures were located by this survey, unless otherwise noted.  
 5. This survey should not be used for construction purposes.  
 6. Any electric lines or other utility locations (if found) are approximate.  
 7. Property lines and/or improvements shown were physically located by field survey.  
 8. Monuments found or set are shown.  
 9. Calculated lines and information are noted by (C).  
 10. Computations of lines and/or data not found are shown as (C).  
 11. Accuracies obtained in this survey are greater than (rural) 1" in 5000', (suburban) 1" in 7500', (commercial) 1" in 10,000'.  
 12. If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

LIST OF POSSIBLE ENCROACHMENTS: FENCES AS SHOWN

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.



FOR ALL INQUIRIES CONTACT:  
**Deal Land Surveying, LLC**  
 804 S French Avenue  
 Sanford, FL 32771  
 407-878-3796  
 INFO@deallandsurveying.com

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 472.027 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO THE FLORIDA STATUTES SECTION 5J-17.062.2 AND 5J-17.062.3 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE SIGNED: 08/12/2024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BILL H. HYATT, LS 4836, ON THIS DATE 08/12/2024  
 SURVEYOR'S NAME: BILL H. HYATT LS 4836

**DEAL LAND SURVEYING, LLC** LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION



# City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809  
 Tel 407-851-7730 \* Fax 407-240-2222 \* www.belleislefl.gov

b.

2024-02-004

## Lot Split Determination Application

### City Code Chapter 50-33(6) - Non-Refundable \$300.00 application fee (BIMC SEC 54-171)

The City Manager or Designee reserves the right to determine whether this application is complete and accurate. Incomplete applications will not be processed and will be returned to the applicant. The processing time may take up to 5-business days. Please be aware septic systems are not approved with this request. Contact the Health Department at 407-836-2600 for the ability to install septic systems on these proposed lots.

<b>PARENT PROPERTY INFORMATION</b>		Parcel ID#
		25-23-0000-0035 / 7306 Matchett Rd
Property Owner's Names	Permit #	
HARVEY G + VIRGINIA E SALTZMAN		
Property Owner's Address	Owner's Contact Number	
3411 MONTEEN DR ORLANDO, FL 32806	407-859-3638	
<b>PERMITEE'S PROPERTY INFORMATION</b>		
Permittee's Name	Permittee's Contact Number	
OWNER Harvey Saltzman Virginia Saltzman	407 854 3638	
Permittee's Address		
3411 Monteen dr. Orlando FL 32806		
Legal Description (Parent Tract and Proposed Lots)		
SEE SURVEY		
Reason for Request		
SPLITTING FRONT & BACK ; SELLING FRONT		
Are there any existing/pending permits for the subject property? (if yes, indicate on the survey)		No <input checked="" type="checkbox"/>
Overall Land Area	Are Septic tanks proposed	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
69A-29,349 SQ. FT.		
Will Wells be used	All resulting lots have public access (Please indicate on the survey)	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	YES	
How many total parcels proposed (3 max)	For proposed split	Reconfiguration
2	2	
Developable land area (less lake and wetlands) for each lot	Lot #1	Lot #2
SQ. FT.	9375	19,974

### SUBMITTAL REQUIREMENTS:

- ◆ Non-Refundable \$300.00 application fee (BIMC SEC 54-171).
- ◆ The applicant shall submit a survey and legal description, both certified by a registered state surveyor of the property as it is to be divided, payment as outlined in this Land Development Code or as otherwise prescribed by the city council or city manager, and proof of ownership acceptable to the City.
  - The survey, to scale, must contain at a minimum 1) all existing structures, 2) easements, 3) wetlands, 4) the NHWE for any water bodies, 5) the 100-year flood zone limit, 6) all adjoining rights-of-way, 7) proposed lot lines and dimensions, 8) lot areas, and 9) legal descriptions (of parent tract and all proposed lots). If septic systems or wells are proposed, the survey must indicate existing septic tanks, drain fields, and well locations. All lots shall maintain a minimum 20' fee for simple access to a dedicated public paved street.
- ◆ Notarized Owner Authorization (if the applicant is not the property owner).

- ◆ With the prior approval of the city council, any lot or parcel not located within a planned unit development may be divided by lot split so long as the two resulting lots or parcels meet in every respect the Land Development Code's requirements for newly created lots or parcels. No lot or parcel or any portion of any lot or parcel created by a lot split shall be further divided by a lot split. No variance will be given for any lot split that results in a lot or parcel that does not conform in every respect to the Land Development Code's requirement for newly created lots or parcels. For example, no variance will be given for any lot split resulting in a substandard lot.
- ◆ A Notice of No Further Lot Split shall be submitted and fully executed by the owner of the property submitted for a lot split, which notice must be approved by the City, and such notice shall be recorded in the public records of the county prior to the issuance of any building permit for lots or parcels created by lot split. The form of the notice shall be in recordable form and substance substantially in accordance with the following: "The property described on the attached Exhibit 1 was the subject of a lot split within the City of Belle Isle, Florida, and no further division of all or any portion of the property described on the attached Exhibit 1 by the lot split procedure in the City of Belle Isle shall be allowed. Further subdivision by other methods may or may not be allowed."





b.

Property Owner's Names HARVEY C. SALTZMAN VIRGINIA E. SALTZMAN	Permit # 2024-09-0041
Signature Harvey C. Saltzman Virginia E. Saltzman	ZONING APPROVAL STAMP:
Owner or Designee Name AS ABOVE	

The following request is to divide property for purposes of obtaining building permits or for transfer of ownership as required by the Belle Isle Municipal Code.

- I understand that any approval to divide land may require further approvals by the Planning & Zoning Board and City Council. This request may take up to thirty (30) days for staff review and written response. I understand that any request to divide land is subject to the Belle Isle Comprehensive Plan, as amended, and all other applicable regulations and ordinances.
- If approval of this application is granted based on false information provided by the property owner or authorized representative, the City reserves the right to revoke the approval and any permits issued as a result of the false information.
- Decisions of the Planning & Zoning Board may be appealed to the City Council within 15 calendar days of receipt of the decision. The appeal fee is \$150.00. Submit notice of appeal and fee to the City Clerk.

Print (Owner or Designee) HARVEY C. SALTZMAN VIRGINIA E. SALTZMAN	Signature Harvey C. Saltzman Virginia E. Saltzman	Date 9/5/2024
---	---	------------------

FOR OFFICE USE ONLY - FEE: \$300.00      Date Paid \_\_\_\_\_      Check/Cash/CC \_\_\_\_\_

State of Florida  
 County of Orange  
 Notary's Signature Sarita Araujo  
 Notary Printed Sarita Araujo

Date 8/5/24

My commission expires: 8/19/25 (SEAL)



3411 Monteen Drive  
Orlando, Florida 32806  
2 September 2024

City of Belle Isle  
1600 Nela Avenue  
Belle Isle, Florida 32809

To the Members of the Lot Split Review Board:

Dear Board Members:

My wife and I are applying to split a large, vacant lot which we own at 7306 Matchet Road. Two conforming, buildable lots will result, and we hope to sell one and keep the other. Both lots will have Matchett Road frontage, where all utilities are available.

We hope the split, as described in a recent survey accompanying the split application, will meet with your approval and can be carried out without undue delay.

Thanks for your kind attention.

Sincerely,



Harvey Saltzman



NOTICE OF PROPOSED PROPERTY TAXES AND  
PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS  
ORANGE COUNTY TAXING AUTHORITIES

**DO NOT PAY**  
THIS IS NOT A BILL

b.

SITE ADDRESS: 7306 MATCHETT RD BELLE ISLE  
PROPERTY DESC: N 97.83 FT OF E1/2 OF SW1/4 OF SE1/4 OF NE1/4 OF SEC 25-23-29

#25 23 29 0000 00 035 7# 11 BI

SALTZMAN HARVEY C  
SALTZMAN VIRGINIA E  
3411 MONTEEN DR  
ORLANDO FL 32806-6686

078213

2024 REAL ESTATE



217  
7-75587



TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITY	PRIOR (2023) TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2023)		CURRENT (2024) TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES
PUBLIC SCHOOLS								
BY STATE LAW (RLE)	158,170	03.1730	501.87	178,170	03.0926	551.01	03.2160	572.99
BY LOCAL BOARD	158,170	03.2480	513.74	178,170	03.1657	564.03	03.2480	578.70
ORANGE COUNTY (GENERAL)	80,783	04.4347	358.25	88,861	04.2215	375.13	04.4347	394.07
BELLE ISLE	80,783	04.4018	355.59	88,861	04.1428	368.13	04.4018	391.15
COUNTY LIBRARY	80,783	00.3748	30.28	88,861	00.3570	31.72	00.3748	33.31
ST. JOHNS WMD	80,783	00.1793	14.48	88,861	00.1686	14.98	00.1793	15.93
<b>TOTAL AD-VALOREM PROPERTY TAXES</b>			1,774.21			1,905.00		1,986.15

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
PRIOR YEAR (2023)	158,170	158,170	80,783
CURRENT YEAR (2024)	178,170	178,170	88,861

APPLIED ASSESSMENT REDUCTION	APPLIES TO	PRIOR VALUE (2023)	CURRENT VALUE (2024)
SAVE OUR HOMES BENEFIT	ALL TAXES	N/A	N/A
NON-HOMESTEAD 10% CAP BENEFIT	NON-SCHOOL TAXES	77,387	89,309
AGRICULTURAL CLASSIFICATION	ALL TAXES	N/A	N/A
EXEMPTIONS	APPLIES TO	PRIOR VALUE (2023)	CURRENT VALUE (2024)
FIRST HOMESTEAD	ALL TAXES	N/A	N/A
ADDITIONAL HOMESTEAD	NON-SCHOOL COUNTY TAXES	N/A	N/A
ADDITIONAL HOMESTEAD	NON-SCHOOL CITY TAXES	N/A	N/A
LIMITED INCOME SENIOR	COUNTY OPERATING TAXES	N/A	N/A
LIMITED INCOME SENIOR	CITY OPERATING TAXES	N/A	N/A
HISTORICAL	CITY OPERATING TAXES	N/A	N/A
OTHER	ALL TAXES	N/A	N/A

If you feel the market value of the property is inaccurate or does not reflect fair market value as of **January 1, 2024**, or if you are entitled to an exemption or classification that is not reflected, please contact the Orange County Property Appraiser's Office at:

200 S. Orange Ave., Suite 1700  
Orlando, FL 32801  
Constituent Services (407) 836-5044

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available online at <http://vab.occompt.com/2024>

Petitions must be filed on or before  
September 18, 2024

49

Notice of No Further Land Split  
To be recorded in public records of Orange County, Florida

As the owners of a certain single lot located within Belle Isle which we have sought to split into two lots as described in the attached Exhibit 1, we are required here to make public notice that, with respect to the newly created lots, the City's policy of disapproval of future splits involving previously split property may apply:

Thus, it shall be known that:

The property described on the attached Exhibit 1 was subject to a lot split within the City of Belle Isle, and no further division of all or any portion of the property described on the attached Exhibit 1 in the City of Belle Isle shall be allowed by the lot split procedure. Further subdivision by other methods may or may not be allowed.

In witness of having made the above written statements as owners of the referenced property, we attach our notarized signatures below on this date: September 4, 2024

*Harvey C. Saltzman*

Harvey C. Saltzman

FL DL 5432323403700  
Exp 10-10-2024

*Virginia E. Saltzman*

Virginia E. Saltzman

FL DL 5432865435750  
Exp 1-15-29



LUZ I. TORRES  
Notary Public  
State of Florida  
Comm# HH465887  
Expires 11/20/2027

*[Signature]*

9.4.2024





HARVEY C. OR VIRGINIA E. SALTZMAN  
3411 MONTEEN DRIVE  
ORLANDO, FL 32806-6686

5 SEPT 2024  
Date

63-8136/2631  
1002

FRALDARMOR+

Pay to the CITY OF BELLE ISLE \$ 300.00  
Order of Three Hundred and 00/100 Dollars



For HOT SPLIT

Harvey C. Saltzman

Holland Clark

<b>RECEIPT</b>		<b>No. 453191</b>	
DATE	<u>9/5/24</u>		
FROM	<u>Harvey C Saltzman</u>		\$ <u>300.00</u>
	<u>Three Hundred</u>		DOLLARS
<input type="radio"/> FOR RENT	<u>hot split</u>		
<input type="radio"/> FOR			
ACCT.	<input type="radio"/> CASH		
PAID <u>300.00</u>	<input checked="" type="radio"/> CHECK <u>8876</u>	FROM	TO
DUE	<input type="radio"/> MONEY ORDER	BY <u>[Signature]</u>	
	<input type="radio"/> CREDIT CARD		
			A-1152 T-4161



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

Meeting Date: December 17<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: Reallocation of ARPA funds - FINAL

Background:  
ARPA funds or American Rescue Plan Act funds, are federal funds that were provided to the city to help us respond to and recover from the COVID-19 pandemic. We need to have these funds obligated and contracted by the end of 2024. We have provided the updated spreadsheet.

Staff Recommendation:  
Approve the reallocation of ARPA funds and approve using any remaining funds towards sidewalk repairs and improvements and/or City facilities improvements/equipment.

Suggested Motion: **I move to approve the reallocation of ARPA funds and approve the use of any remaining funds to be used towards sidewalk repairs and improvements and/or City facilities improvements/equipment.**

Alternatives: Do not approve.

Fiscal Impact: N/A

Attachments:  
Reallocation sheet

ARPA - Funds Allocation

VERSION:

V5.121724

REVISED DATE:

12/17/2024

\$ 3,626,180.00

Project Code	Projects	ALLOCATIONS APPROVED BY COUNCIL 6/06/23	Reallocations approved by Council 8/01/2023	Reallocations approved by Council 4/16/2024	**PENDING** Reallocations approved by Council 12/17/2024	PROJECT TOTALS AFTER REALLOCATIONS	LTD SPENT	UNSPENT
1.001	Seminole/Daetwyler Drainage Improv	25,000.00	-	(25,000.00)	-	-	-	-
1.002	6504 St. Partin Place Pipe Replacement	25,000.00	-	-	(6,498.50)	18,501.50	-	18,501.50
1.003	2211 Cross Lake Rd.	204,140.00	-	48,234.24	-	252,374.24	252,374.24	-
1.004	Barby Lane Upgrade	30,000.00	(3,393.20)	-	-	26,606.80	26,606.80	-
1.005	iWorqs Stormwater Management (2yrs)	7,000.00	-	5,000.00	-	12,000.00	12,000.00	-
1.006	Transfer Switch Jade	35,000.00	-	(35,000.00)	-	-	-	-
1.007	General Stormwater	200,000.00	-	-	-	200,000.00	53,228.32	146,771.68
1.008	Jade Pump Station Generator	-	-	115,000.00	(14,993.00)	100,007.00	-	100,007.00
1.009	Vac System	-	-	150,000.00	(14,232.00)	135,768.00	-	135,768.00
2.001	Swann Deck Expansion	45,815.00	-	-	-	45,815.00	45,815.00	-
3.001	Computers - City Employees	7,884.74	-	-	-	7,884.74	7,884.74	-
3.002	Computers - Police	74,919.69	-	-	(801.04)	74,118.65	74,118.65	-
3.003	Radios - Police	48,079.30	-	6,596.62	-	54,675.92	54,675.92	-
3.004	Body Worn Cameras/Taser - Police	76,769.08	-	-	-	76,769.08	76,769.08	-
3.005	AEDs - Police	27,362.00	1,870.00	-	-	29,232.00	29,232.00	-
3.006	LPRs - Police	64,550.00	-	-	-	64,550.00	64,550.00	-
3.007	Policy/Training System - Police	31,912.20	-	-	-	31,912.20	31,912.20	-
3.008	Firearm Simulator - Police	24,085.00	-	-	-	24,085.00	24,085.00	-
3.009	Radars - Police	10,000.00	-	-	-	10,000.00	10,000.00	-
3.010	Uniform Vest Covers - Police	3,485.94	-	-	-	3,485.94	3,485.94	-
3.011	Uniforms - Police	4,887.31	-	-	2,204.92	7,092.23	7,092.23	-
3.012	Lawn Trailer/Equipment - PW	15,000.00	-	1,968.15	(67.99)	16,900.16	16,900.16	-
4.001	Sidewalk Repairs and Improvements	1,050,000.00	-	452,832.49	-	1,502,832.49	1,087,034.63	415,797.86
5.001	Paving	388,872.70	300,000.00	(355,100.00)	-	333,772.70	333,772.70	-
5.002	Pavement Markings - Nela Striping	26,750.00	-	-	-	26,750.00	26,750.00	-
6.001	Inflation Stipend	114,787.20	-	-	-	114,787.20	114,787.20	-
7.001	Repairs to Street Sweeper	-	35,000.00	(16,078.31)	2,069.06	20,990.75	20,990.75	-
8.001	Land for City Complex	553,192.84	(428,789.65)	(124,403.19)	-	-	-	-
8.002	City Hall / Police Department Swap	100,000.00	-	(100,000.00)	-	-	-	-
8.003	Vac System	150,000.00	-	(150,000.00)	-	-	-	-
8.004	Lawnmower - PW	15,000.00	(367.15)	-	-	14,632.85	14,632.85	-
8.005	Centrifugal Pump	80,000.00	-	(80,000.00)	-	-	-	-
8.006	Police Department Boat Dock	175,000.00	-	-	5,138.00	180,138.00	7,500.00	172,638.00
8.007	Roll Up Doors for PW	11,687.00	22,680.00	-	-	34,367.00	34,367.00	-
8.008	Public Works Driveway Repaving	-	18,000.00	-	(2,310.40)	15,689.60	15,689.60	-
8.009	Entry Gates for Public Works	-	15,000.00	(9,550.00)	-	5,450.00	5,450.00	-
8.010	Nela Bridge Repairs	-	20,000.00	-	(5,532.96)	14,467.04	1,717.04	12,750.00
8.011	Side by Side Utility Vehicle - PW	-	20,000.00	-	2,244.36	22,244.36	22,244.36	-
8.012	Edmunds Employee Self-Service Portal	-	-	5,500.00	-	5,500.00	5,500.00	-
8.013	City Facilities Improvements/Equipment	-	-	100,000.00	36,779.55	136,779.55	31,740.88	105,038.67
9.001	Professional Services for Land Acquisition	-	-	10,000.00	(4,000.00)	6,000.00	6,000.00	-
	<b>Unallocated</b>	<b>3,626,180.00</b>	<b>0.00</b>	<b>(0.00)</b>	<b>-</b>	<b>3,626,180.00</b>	<b>2,518,907.29</b>	<b>1,107,272.71</b>

\*\*Any remaining unspent funds will be used in Project Codes 4.001 Sidewalk Repairs and/or Improvements and 8.013 City Facilities Improvements/Equipment

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

Meeting Date: December 17<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: RVI Contract Comp Plan Amendment Fee. Additional \$5000 For Water Plan Inclusion

Background:  
Due to Task 8, Water Supply Plan Update, RVI will prepare an updated Water Supply Plan (WSP) based upon the adopted 2008 version to meet Florida Statutes and requirements of the St. Johns River Water Management District. The scope includes updates to all text and figures in the WSP with input from City Staff, and preparation of the supportive staff report explaining the purposes of the update. This is a required part of the Comp Plan.

Staff Recommendation:  
Approve RVI Contract Comp Plan Amendment Fee of \$5000 For Water Plan Inclusion.

Suggested Motion: **I move to approve the RVI Contract Comp Plan Amendment Fee of \$5000 For Water Plan Inclusion.**

Alternatives: Do not approve.

Fiscal Impact: \$5k in expense for additional Comp Plan work

Attachments:  
COBI Comp Plan update Addendum to the Professional Services Agreement



**CITY OF BELLE ISLE COMPREHENSIVE PLAN UPDATE  
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT**

The Professional Services Agreement by and between the **CITY OF BELLE ISLE**, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the "City") and **RVI Planning + Landscape Architecture, Inc.** whose address is 111 N. Magnolia Avenue, Suite 1350, Orlando, FL 32801, (herein "Firm") is hereby amended to add the following Task 8 to the Scope of Services:

**Task 8: Water Supply Plan Update**

**Scope:** RVI will prepare an updated Water Supply Plan (WSP) based upon the adopted 2008 version to meet Florida Statutes and requirements of the St. Johns River Water Management District. The scope includes updates to all text and figures in the WSP with input from City Staff, and preparation of the supportive staff report explaining the purposes of the update.

The fee assumes one (1) hearing before the Planning and Zoning Board. The fee also assumes the WSP will be scheduled concurrently with the Comprehensive Plan Update final adoption hearing before City Council.

**Fee: Hourly Not To Exceed \$5,000**

**All other terms and conditions of the Professional Services Agreement remain the same.**

IN WITNESS WHEREOF, the parties have executed and entered into this Addendum.

**CITY OF BELLE ISLE, a Florida municipal corporation**

By: \_\_\_\_\_  
Rick Rudometkin, City Manager

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

ATTEST: \_\_\_\_\_  
Yolanda Quiceno, City Clerk

**RVI Planning + Landscape Architecture, Inc.**

\_\_\_\_\_  
BY: Alexis Crespo, Vice President of Planning  
Date: \_\_\_\_\_

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

Meeting Date: December 17<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: Review and Approve Submittal for RFP 2024-05 Purchase of Vacuum Trailer

Background:  
Due to issues caused by storms in Belle Isle, A need has come up to acquire a Vacuum Trailer. PW will be able to use this machine to vacuum out areas of clogging and stoppage. This will be purchased using ARPA funds. This has been a long-time request as the city could use this apparatus. We had only one proposal from Environmental Products Group, Inc.

Staff Recommendation:  
Approve purchase of Vacuum Trailer using ARPA funds for \$135,768.

Suggested Motion: **I move to approve the purchase of a TruVac TRXX 500 Vacuum Trailer using ARPA funds for \$135,768 from Environmental Products Group, Inc.**

Alternatives: Do not approve.

Fiscal Impact: ARPA funds will be used

Attachments:  
RFP – 24/25, Purchase of a new Vacuum Tailer.



# City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Telephone: (407) 851-7730 \* Fax: (407) 240-2222

## REQUEST FOR PROPOSAL - 2024-05 Purchase of a New Vacuum Trailer

November 16, 2024

### Solicitation Schedule

The CITY anticipates the following general timeline for this RFP, and the schedule may change as necessary.

Event	Date
Publish on Vendor Bid System – Demand Star	<b>November 16, 2024</b>
Pre-Bid Meeting on Site (Mandatory)-Location	<b>NA</b>
Deadline for Questions	<b>November 21, 2024 - 10 days before the RFP due date. Send to <a href="mailto:pprice@belleislefl.gov">pprice@belleislefl.gov</a></b>
<u>Bid Submission Date</u> Either mailed or delivered to the City Clerk’s office. Bids are opened on the due date at 3 pm.	<b>Dec 2, 2024 – 3 pm</b>

If you have any questions or need additional information, please email the City Clerk’s Office at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov) with RFP 2024-05 on the subject line.

Submit Bids (sealed) to:  
City of Belle Isle – City Clerk’s Office  
1600 Nela Avenue  
Belle Isle, FL 32809

Bids (1 original and 1 copy) must be sealed, mailed, or delivered. Write the Bid Number above and the Bid Opening Date in the lower left corner outside the Bid envelope. No faxed or emailed Bids will be considered. Bids received after the stated date and time will not be accepted and will be returned to the Bidder unopened.

Environmental Products Group, Inc.

\$ 135,768.00



# ENVIRONMENTAL PRODUCTS GROUP

**City of Belle Isle  
RFP 2024 - 05  
November 21<sup>st</sup>, 2024**

## **TruVac TRXX 500 Vacuum Trailer**

**Environmental Products Florida** would like to thank you for the opportunity to present the follow proposal on a new **TruVac TRXX 500 Vacuum Trailer**.

**Environmental Products Group** is the sole provider of TruVac Excavation Equipment in the state of Florida, as well as many other leading industry product lines including Elgin Street Sweepers, Vactor Sewer Cleaners, Envirosight Pipeline Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Duratech Tree Chippers, and a host of parts, tools and accessories for all your needs.

**Environmental Products Group** prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

**Nick Causey | Territory Sales Manager**

**Environmental Products Group, Inc.**

**c: 904.537.8799 | o: 407.798.0004 | [www.myEPG.com](http://www.myEPG.com)**

## Product Description

- TRXX-500 Vacuum Trailer with Roots Positive Displacement Vacuum Blower, 1,000 CFM, 500-Gallon Capacity Spoils Tank, 200-Gallons of Fresh Water

## Standard Features

- 500 Gallon Spoils Tank
- 200 Gallon Fresh Water Tank
- 5 GPM @ 3000 PSI Water Pump
- Electric Clutch Operated Water Pump
- Floatball Shutoff System
- Hydraulic Rear Door Open/Close
- Hydraulic Dumping w/ Double Acting Hoist Cylinder
- Rear Door Safety Prop
- 3/8" x 50' Curbside Hose Reel
- 6" Anti-Siphon Water Tank Top Fill
- Digging Lance and Nozzle Package (5 GPM Rotator Nozzle & 4 GPM Straight Tip Single Jet Nozzle)
- Digging Lance, Vacuum Tube, and Nozzle Storage
- Washdown Gun/Storage
- Primary Micro-strainer Filter with Cleanout
- Dig Tube with Debris Size Limiter and Handles
- Power System Aluminum Shroud
- Curb Side Controls
- Lighted Control Screen with Lockable Cover
- Inspection Port at Rear
- Wireless Remote Control
- 4 Way Valve with Wireless Remote Operation for Unclog Feature
- Camlock Vacuum Fittings
- 49 HP Diesel Engine
- Wheel Chocks and Holder
- Pintle Trailer Hitch
- Standard Manual w/ Parts Cloud Access
- Local Training and Delivery

## Additional Features

- Drain Valve – 6 O'clock Position w/ Pressure Offload Plug
- 4" x 25' Hose with Hose Ends
- Debris Body Vibrator
- Cyclone Filtration System



- Extendable Boom with 4" Boom Hose
- Passenger Over Fender Toolbox
- 1000 CFM Roots Blower
- Work Zone Lighting Includes Boom Rear Workstation & Side Work Lights
- Rear Directional Control LED Arrowstick
- Strobe Package
- Federal Signal Strobe Light Package
- Powered Tongue Jack for Trailer
- Vacuum Dig Tube Handle Assembly

**Sales Price: \$135,768.00**

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.



**Nick Causey**  
*Territory Sales Manager*  
**Environmental Products Group, Inc.**  
**C: 904.537.8799 | O: 407.798.0004**  
**W: [www.myepg.com](http://www.myepg.com)**

## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<b>2100 Series, iMPACT and Ramjet</b>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
<b>2100 Series, iMPACT and Guzzler only</b>	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
<b>2100 Series, iMPACT and Ramjet</b>	2 years - Vactor Rodder Pump
<b>ALL Models starting with 21-09X-XXXXX and beyond</b>	2 year- Electrical & Electronics (excludes Chassis components)

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364



9-1-2021





# TRUVAC TRXX

**MAXIMUM  
PRODUCTIVITY  
VERSATILITY  
CAPABILITY**

TRUVAC.COM | PHONE: 800.573.1111 | 416.905.4740

## EASY TO LEARN. EASY TO OPERATE. EASY TO MAINTAIN.

The TRUVAC TRXX vacuum excavator is a compact trailer with the power and features required at a variety of job sites to perform a wide range of tasks. This non-destructive hydro excavation trailer is portable and versatile and ideal for a broad range of applications.

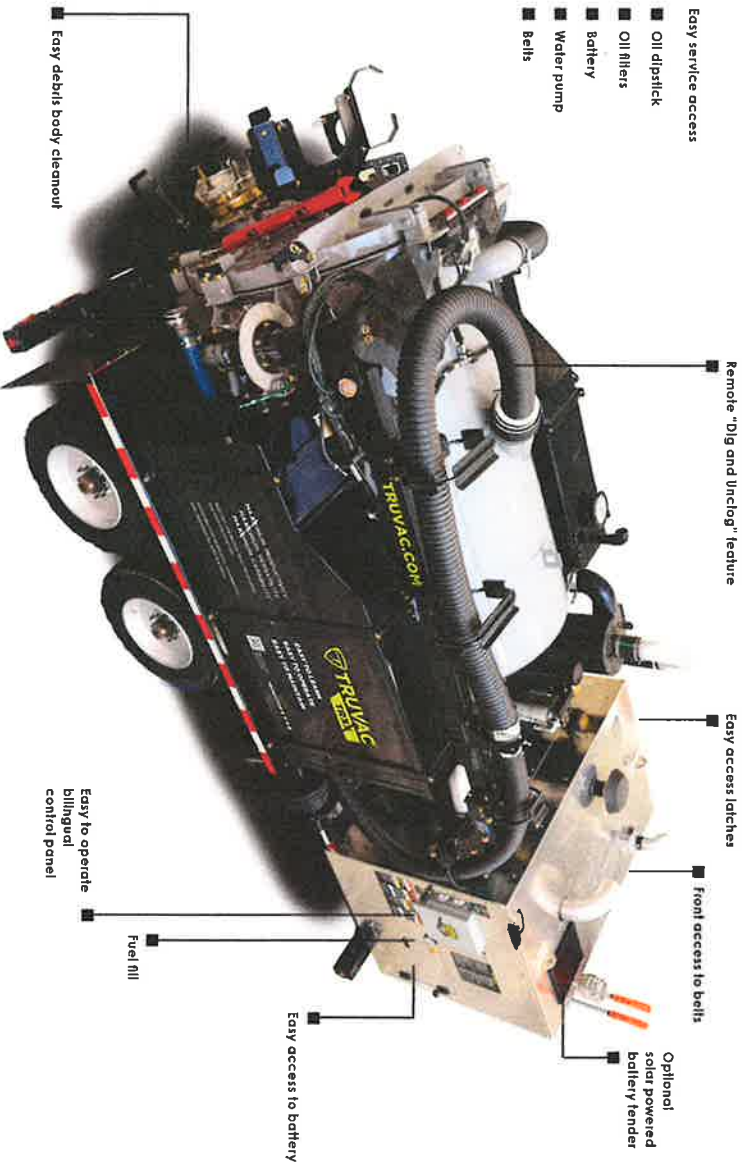
Our network of dealers and service centers have expansive coverage, to sell and service TRUVAC machines across the United States and Canada.

When it comes to quality engineering, innovation and reliable service, no other vacuum excavators can match TRUVAC. For more information about our products, services, and rental programs please visit [TRUVAC.COM](http://TRUVAC.COM).

## FEATURES

- 600 - 1,000 cfm blower
- 49-64 hp diesel Kubota engine
- Easy 1-2-3 operation
- Easy to maintain
- Easy access to key operating components
- Standard wireless remote with multi functions
- Wireless remote includes "Dig and Undoog" function

- Easy service access
- Oil dipstick
- Oil fillers
- Battery
- Water pump
- Belts



Easy debris body cleanout

Remote "Dig and Undoog" feature

Easy access latches

front access to belts

Optional solar powered battery tender

Easy access to battery

Fuel fill

Easy to operate bilingual control panel



### EASY AS 1-2-3

Simple, clearly labeled, bilingual control panel

1. Start engine
2. Select lights
3. Engage dig mode



### EASY TO MAINTAIN

- Easiest debris body cleanout in the industry
- Easy to maintain
- Easy access to operating components



Easy access to service panel



Easy access for maintenance items



Optional solar powered battery tender

TRUVAC-02-221 - 04/18/2022

© 2022 TruVac Manufacturing

## THE TRAILER-MOUNTED VACUUM EXCAVATOR THAT WORKS WHERE YOU DIDN'T KNOW YOU COULD



### VERSATILITY IN THE FIELD

The TRUVAC TRXX vacuum excavator has an extensive list of applications for municipal, commercial, and residential tasks.

#### UNDERGROUND UTILITY APPLICATIONS

- Pot-holing or daylighting to locate and verify underground utility locations
- Key-holing for horizontal directional drilling (HDD) installations
- HDD mud removal
- Slot trenching for new underground infrastructure installation

#### LANDSCAPING APPLICATIONS

- Planting trees
- Setting fence posts
- Removing gravel
- Removing mulch

#### PLUMBING APPLICATIONS

- Uncovering cleanout ports
- Installing cleanout port
- Septic tank lid uncovering
- Waterline repairs
- Service repair and replacement
- Lead water pipe replacement
- Emergency digs
- Slot trenching

### PERFORMANCE

The TRUVAC TRXX vacuum excavator is available in two sizes, both are offered with optional cyclone filtration. Also available with a boom option.

TRUVAC is proud to offer custom solutions to meet your exact needs.

Built by the brand that developed vacuum excavation. Designed for municipal, commercial, and residential applications.

### SERVICE & SUPPORT

The quality of our equipment is matched by the quality of our service and support after the sale.

Our experts are committed to helping you get the most from your vac equipment so you can focus on getting the job done right. Parts and service centers are ready to keep you up and running.

Expert consultation and training for optimal equipment use, safety and maintenance. Cloud-based access 24/7 to technical information, parts bulletins and warranty information.

	TRXX 500	TRXX 800
<b>Performance Specifications</b>		
Debris Capacity	500 gallon/1800 liters	800 gallon/3028 liters
Water Capacity (standard)	200 gallons / 757 liters	400 gallons / 1514 liters
Engine	49-64 hp Kubota	49-64 hp Kubota
Blower	900 / 1000 cfm	600 / 1000 cfm
Vacuum Rating	15" hg	15" hg
Water Pump Volume	5 gpm / 19 lpm	5 gpm / 19 lpm
Water Pump Pressure	3000 psi / 207 bar	3000 psi / 207 bar
Length	248 inches / 6.17 meters	269 inches / 6.83 meters
Width	88 inches / 2.48 meters	98 inches / 2.49 meters
Height	103 inches / 2.62 meters	103 inches / 2.62 meters
Weight (empty)	9000 lbs / 4133 kg	10,000 lbs / 4535 kg
Trailer GVWR	14,000 lbs / 6350 kg	20,000 lbs / 9072 kg

**City of Belle Isle  
REQUEST FOR PROPOSALS  
RFP #2024-05  
Purchase of a New Vacuum Trailer**

Notice is hereby given that the City of Belle Isle at 1600 Nela Avenue, Belle Isle, Florida 32809, will receive WRITTEN PROPOSAL SUBMITTALS from qualified vendors to supply a new vacuum trailer for the City of Belle Isle.

Request for Proposal documents is available beginning Saturday, November 16, 2024. The City's Solicitation information can be obtained on [DemandStar \(www.demandstar.com\)](https://www.demandstar.com), or on the City's website: [www.belleislefl.gov](http://www.belleislefl.gov), or from the City Clerk, Yolanda Quiceno [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov), or call the City Clerk's office at (407) 851-7730.

Sealed Proposals must be received by the City Clerk at 1600 Nela Avenue, Belle Isle, Florida 32809, before the deadline on Monday, December 2, 2024, at 3:00 pm EST, at which time they will be publicly opened and read aloud. Late proposals will not be accepted and will be returned unopened.

Proposers shall submit one (1) unbound original and one (1) copy to the City Clerk at the time and date specified.

Sealed Proposals must be clearly marked "RFP #2024-05, Purchase of New Vacuum Trailer" Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to the City Clerk, Yolanda Quiceno, at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov).

The City reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and technicalities, and to award the Contract on such coverage and terms it deems will best serve the interests of the City. The City of Belle Isle is an Affirmative Action/Equal Opportunity Provider and Employer. All qualified applicants will receive consideration without regard to race, color, religion, sex, age, disability, gender, or national origin. Small, minority, and women-owned business enterprises are encouraged to submit proposals.

Issue Date: November 16, 2024



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The City of Belle Isle (CITY) seeks proposals from qualified vendors to purchase a new vacuum trailer for the City of Belle Isle.

**Issuing Office**

The City Clerk's Office is the issuing office for this Request for Proposal (RFP) and the point of contact for the City for all process and contract questions and protests.

City of Belle Isle  
Yolanda Quiceno, City Clerk  
1600 Nela Avenue  
Belle Isle, FL 32809  
(407) 851-7730  
[yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)

**Mandatory Walk Thru**

A mandatory walk-thru, if not required for this request for proposal

**Submission Date and Location**

Each Proposer must provide one (1) unbound original and one (1) copy submitted to [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov) by 3:00 pm (EST) **Monday, December 2, 2024**.

**Solicitation Documents and Changes (Addenda)**

All solicitation documents may be viewed on [DemandStar \(www.demandstar.com\)](http://www.demandstar.com), printed online from the CITY'S website at [www.belleislefl.gov](http://www.belleislefl.gov), or viewed onsite at the City Clerk's Office at the address listed above.

Packets received from other sources will not be considered valid documents. If you have any problems with the solicitation documents, please contact the City Clerk's Office listed above.

Any questions, clarifications, or revisions will be in writing and will be addressed and issued in addenda. CITY must receive any questions in writing prior to November 21, 2024.

Proposers are responsible for checking [DemandStar \(www.demandstar.com\)](http://www.demandstar.com), the City's website for the issuance of any addenda prior to submitting a proposal. The Proposer is held responsible for all addenda/changes to the documents and may be considered non-responsive if their Proposal does not reflect those addenda/changes.

**Protests**

Any complaints or perceived inequities related to this RFP shall be made in writing and directed to the City Manager's Office at the address listed above.

**Rejection of Proposals**

The CITY reserves the right to cancel any and all proposals submitted. The CITY also reserves the right to waive or not waive any informalities or irregularities in proposal responses.

**Modification / Withdrawal**

Unless otherwise specified, modification of the Proposal will not be permitted; however, a proposer may withdraw his or her Proposal at any time prior to the scheduled closing time for receipt of Proposals; any proposer may withdraw his or her Proposal, either personally or by written request to the City Clerk's Office. Withdrawal of Proposal shall not disqualify the Proposer from submitting another Proposal provided the time for receipt of Proposals has not expired.

**Cancellation**

The CITY reserves the right to cancel the award of this Contract at any time before both parties execute the Contract if cancellation is deemed in the CITY'S best interest. In no event shall the CITY have any liability for the cancellation of the award.

**Duration of Proposals**

Proposals must be valid for at least 120 days and signed by an official authorized to bind the Proposer.

**Public Record**

All proposals submitted are the property of the CITY and are public records. All documents received by the CITY are subject to public disclosure after the CITY selects a contractor.

**Incurring Costs**

The CITY is not liable for any cost incurred by contractors prior to the execution of a contract.

**Project Overview and Environment**

The City of Belle Isle is a chartered city with a population of 8,000. It is located in southern Orange County, just northwest of Orlando International Airport. The City has a council-manager form of government, with the Mayor elected at large for a two-year term and seven City Council members elected at large for three-year terms.

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## Vacuum Trailer Specs

This specification intends to provide for the purchase of one (1) new and unused trailer-mounted vacuum excavator used for safely loosening and removing dirt from buried utility structures and pipes. The unit shall consist of a belt-driven high-pressure water pump and be equipped with a self-contained water supply as the source for the water pump system. The body dump, water pump, and vacuum controls shall be accessible on the vehicle's curbside. The module is to be trailer mounted. Please indicate all exceptions to this specification in an attached addendum with complete descriptions and explanations.

### Debris Body

- The body shall be cylindrical, having a minimum useable capacity of 500 US Gallons.
- The debris storage body shall be constructed with a minimum 3/16" corrosion and abrasion-resistant Ex-Ten steel.
- Industrial style rear debris body door shall be flat and shall open and close hydraulically by cylinders mounted at the top of the body. Door shall open 50 degrees from the fully closed position. Door shall be unlocked, opened, closed, and locked by a failsafe hydraulically activated sequential positive locking system, cam operated by a single hydraulic cylinder, with all controls located at the operator's station, forward of the debris body, so operator is not subject to debris when dumping.
- Single 6" stainless steel ball float; cage shall be located in the tank outlet to the vacuum source to automatically stop the airflow from, the body.
- The float ball shall close when a debris body full load condition exists.
- A horizontally mounted micro-strainer with a removable filter screen and bottom drain port shall be provided prior to the blower inlet.
- An 8" inspection port on top of the debris body with platform access shall be provided.
- Hydraulic vibrator on the heavy structural channel on the underside of the body.

### Water Tanks

- The water tanks shall be manufactured from a non-corrosive material to prevent rust while providing maximum strength.
- The water tanks shall be totally separate from the debris tanks and provide no structural support.
- The water tanks shall carry a 5-year warranty against corrosion or cracking.
- Fresh water shall enter the tanks through an in-line 6" air gap, all aluminum-covered anti-siphon device.
- Water level shall be displayed via a clear tube with float balls.
- For stability and safety, the water tank shall not elevate with debris body during the dump cycle.
- Water tank must be a certified metered capacity of 200 gallons.
- Certification shall be necessary upon delivery.
- 7/16" HOPE material shall be used for construction of the water tank



**Vacuum / Drive System**

- Vacuum shall be provided by a positive displacement rotary bi-lobe type blower driven via belt.
- The vacuum system provided must utilize a 15" Hg minimum positive displacement blower.
- The positive displacement blower is Roots URAi 59, capable of 1000 CFM@ 0" Hg.
- The system shall have a cyclonic separator with a 6" clean-out door.
- Must be at ground level for safe access.
- The filter house shall contain a removable & washable filter element. Must be ground level for safe access.
- The system shall have an electrically operated vacuum relief valve that can be controlled from the control panel and wireless remote. The relief valve shall be properly sized to disable the vacuum fully.
- The unit shall be equipped with a pressure relief valve set to 5 PSI for pressure offloading. Preventing the system damage from occurring.

**Vacuum Broom**

- All vacuum pipes must be connected to vacuum pick-up tubes and extension pipes by cam-lock quick clamps, which join the aluminum joints on the pipes.
- Vacuum system shall have a minimum of 4-inch clear opening from boom hose to blower.
- The boom shall be mounted at the curbside of the debris body with a minimum 180-degree rotation providing the best coverage of the potential working area on the curbside of the unit.
- The boom shall be powered hydraulically up, down, extend, and retract.

**Water Pump/ Drive**

- The rated design capacity of the high-pressure water pump is 5 GPM at 3000 psi.
- The high-pressure water pump shall be a belt driven with an electric clutch-operated triplex piston pump.
- The pump shall be able to be turned on or off via the wireless remote, eliminating the need for the operator to return to the control panel to engage or disengage the water system.
- The water pump must be able to fully vary the pressure and flow while maintaining a full vacuum.
- The handgun hose provided must have an operating pressure rating of 3,500 psi and a burst pressure of 14,500 psi. It must have a 3/8" inside diameter, be 50 feet in length, and be mounted on a manually retractable hose reel
- The water pump shall be mounted in a location that provides a fully flooded inlet condition of water. Water pump shall not be required to draw water uphill.

**Control Panel**

- The hydro excavator shall have all controls conveniently located on the curbside of the unit.
- The control panel shall be inside an aluminum box for protection from weather.
- Easily accessible and visible emergency stop button to full disable vacuum and hydraulics bringing the unit to a safe condition
- Equipment Protection
- Unit shall be equipment with blower overheat protection. If blower exceeds OEM recommended operating temperatures, the emergency stop system will be activated preventing blower damage.
- Unit shall be equipment with blower over-speed protection. If blower exceeds OEM recommended RPMs, the emergency stop system will be activated preventing blower damage.

**Detailed Specifications**

		COMPLY	YES	NO
<b>1.0</b>	<b>INTENT</b>			
<b>1.01</b>	The intent of this specification is to provide for the purchase or lease of one (1) new and unused trailer-mounted vacuum excavator used for safely loosening, -and removing dirt from buried utility structures and buried pipes. The unit shall consist of a belt-driven high-pressure water pump that is equipped with a self-contained water supply as the source for the water pump system. The body dump, water pump, and vacuum controls shall be accessible on the curbside of the vehicle. The module is to be trailer-mounted. Please indicate all exceptions to this specification in an attached addendum with complete descriptions and explanations.		✓	
<b>1.02</b>	This specification is not to be interpreted as restrictive but rather as a measure of the safety, quality, performance, and overall cost of ownership against which all equipment bids will be compared. In comparing proposals, consideration will be given to life cycle cost guarantees whereby the bidder shall provide all pertinent information to evaluate the long-term costs. The contract will be awarded for the product that best serves the interests of considering long-term maintenance cost, parts availability, product support and service cost, as well as guaranteed buyback value of the bidder's equipment. reserves the right to reject any or all bids or any part thereof and to waive any minor technicalities. Award shall be to the bidder showing most favorable life cycle costing while meeting the requirements of these specifications.		✓	
<b>2.0</b>	<b>EQUIVALENT PRODUCT</b>			
<b>2.01</b>	Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Belle Isle.		✓	
<b>2.02</b>	Bidder shall demonstrate a reasonable likeness of the equipment being offered within a reasonable time of request. Equipment demonstrated shall be equipped with all accessories and components required in this specification to ascertain equivalence.		✓	
<b>2.03</b>	A blanket statement that the equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.		✓	
<b>2.04</b>	For quality assurance, the hydro excavator shall be produced in a facility with ISO 9001:2015 certification.		✓	
<b>2.05</b>	For environmental considerations, the hydro excavator shall be produced in a facility with ISO 14001:2015 certification.		✓	
<b>3.0</b>	<b>BIDDER PREFERENCES</b>			
<b>3.01</b>	To ensure adequate local availability of parts and competent service from experienced suppliers, bids are preferred from vendors who have sold and serviced at least 30 units equivalent to the specifications.		✓	

<b>4.0</b>	<b>SERVICE AND SUPPORT</b>		
4.01	The location of the warranty service center and the amount of inventory shall be noted, which may be verified and inspected.	✓	
4.02	Amount of OEM parts at this facility. <u>1.2 Million</u>	✓	
4.03	Years of servicing equipment being bid <u>22</u> Years <u>Since 2001</u>	✓	
4.04	Number of factory qualified service technicians. <u>10</u>		
<b>5.0</b>	<b>GENERAL</b>		
5.01	The specification herein states the minimum requirements. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Any bid not prepared and submitted in accordance with the bid document and specification or any bid lacking sufficient technical literature to enable a reasonable determination of compliance with the specification will be considered "non-responsive" and grounds for rejection.	✓	
<b>6.0</b>	<b>TRAILER FRAME</b>		
6.01	The equipment shall be of modular design and consist of a water tank system and drive system.	✓	
6.02	A trailer frame shall be fabricated to the exact dimensions for mounting modular components.	✓	
6.03	All components of the module shall attach to the trailer frame.	✓	
6.04	The trailer is manufactured in compliance with NATM guidelines and conforms to all applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS).	✓	
6.05	Trailer shall be equipped with an electric over hydraulic jack. Wired pendant controls shall be supplied and equipped with maQnetic mount.	✓	
<b>7.0</b>	<b>DEBRIS BODY</b>		
7.01	Efficiency of air movement through debris body will be measured for minimal restriction as measured by vacuum pressure gauge while operating blower at full speed. Pressure drop throughout entire system (from 8" hose inlet to blower inlet) including specified filtration and blower protection devices shall be no greater than 3" ha as measured at blower.	✓	
7.02	The body shall be cylindrical having a minimum useable capacity of 500 US Gallons.	✓	
7.03	The debris storage body shall be constructed with a minimum 3/16" corrosion and abrasion-resistant Ex-Ten steel.	✓	
7.04	The debris storage body shall have a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.	✓	
7.05	The industrial-style rear debris body door shall be flat and shall open and close hydraulically with cylinders mounted at the top of the body. Door shall open 50 degrees from the fully closed position. The door shall be unlocked, opened, closed, and locked by a failsafe hydraulically activated sequential positive locking system, cam operated by a single hydraulic cylinder, with all controls located at the operator's station, forward of the debris body, so the operator is not subject to debris when dumping.	✓	
7.06	Rear door locking system shall be designed such that no hydraulic components are located internal to the debris body to prevent debris contamination and excessive wear of hydraulic components	✓	

7.07	Manual locks will not be permitted	✓	
7.08	Dual top-mounted hydraulic cylinders shall permit the operator to raise and lower the rear door	✓	
7.09	The rear door shall have a minimum 6" knife valve with a cam-foe. connector and a 125-drain hose	✓	
7.10	The 6" knife valve is to be located at the lower mid-portion of the rear door	✓	
7.11	The debris body shall be equipped with an inspection port for an accurate view of the level of debris.	✓	
7.12	Raising the body to a 50-degree angle and utilizing a forward-mounted, double-acting hydraulic dump cylinder will dump the debris body.	✓	
7.13	The body shall have a rear door hinged at the top and equipped with a replaceable neoprene-type seal. Adjustable for periodic compensation of door seal wear.	✓	
7.14	The rear door neoprene seal shall rise with the rear door removing the seal from the debris path for maximum life.	✓	
7.15	For optimal particulate separation, a vacuum shall be drawn from a separate port at the top of the debris body.	✓	
7.16	A single 6" stainless steel ball float cage shall be located in the tank outlet to the vacuum source to automatically stop the airflow from the body.	✓	
7.17	The float ball shall close when a full load condition exists for a debris body.	✓	
7.18	A rear door mounted vacuum hose storage for 4" x 25'	✓	
7.19	A horizontally mounted micro-strainer with a removable filter screen and bottom drain port shall be provided prior to the blower inlet.	✓	
7.20	An 8" inspection port on top of the debris body with platform access shall be provided.	✓	
7.21	Hydraulic vibrator on the heavy structural channel on the underside of the body.	✓	
<b>8.0</b>	<b>WATER TANKS</b>		
8.01	The water tanks shall be manufactured from a non-corrosive material to prevent rust and still provide maximum strength.	✓	
8.02	The water tanks shall be adequately vented and connected to provide complete filling.	✓	
8.03	The water tanks shall be totally separate from the debris tanks and provide no structural support.	✓	
8.04	The water tanks shall share no common walls with the debris tanks to prevent corrosion and excessive fatigue.	✓	
8.05	The water tanks shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings.	✓	
8.06	The water tanks shall carry a 5-year warranty against corrosion or cracking.	✓	
8.07	Fresh water shall enter the tanks through an in-line 6" air gap, aluminum-covered anti-siphon device.	✓	
8.08	Water level shall be displayed via a clear tube with float balls.	✓	
8.09	For stability and safety, the water tank shall not elevate with a debris body during the dump cycle.	✓	
8.10	The water tank must have a certified metered capacity of 200 gallons. Certification shall be necessary upon delivery.	✓	
8.11	7/16" HOPE material shall be used for the construction of the water tank	✓	



<b>9.0</b>	<b>VACUUM/VACUUM DRIVE SYSTEM</b>		
9.01	Vacuum shall be provided by a positive displacement rotary bi-lobe type blower driven via the belt.	✓	
9.02	The vacuum system provided must utilize a 1511 Hg minimum positive displacement blower.	✓	
9.03	The positive displacement blower is to be Roots URAi 59, capable of 1000 CFM c@ O" Ha.	✓	
9.04	The positive displacement blower shall be matched with an exhaust silencer.	✓	
9.05	The system shall have a cyclonic separator with a 6" cleanout door. Must be at ground level for safe access.	✓	
9.06	The filter house shall contain a removable & washable filter element. Must be ground level for safe access.	✓	
9.07	vacuum shall be disabled by an electrically actuated 4-way valve.	✓	
9.08	The system shall have an electrically operated vacuum relief valve controllable from the control panel and a wireless remote. Relief valve shall be properly sized to fully disable vacuum.	✓	
9.09	The unit shall be equipped with a pressure relief valve set to 5 PS for pressure offloading. Preventing the system damage from occurring.	✓	
<b>10.0</b>	<b>VACUUM BOOM SYSTEM</b>		
10.01	All vacuum pipes shall be connected to vacuum pick-up tubes and extension pipes by camlock quick clamps to join the aluminum joints on pipes.	✓	
10.02	Vacuum system shall have a minimum of 4-inch clear opening from boom hose to blower.	✓	
10.03	The boom shall be mounted at the curbside of the debris body with a minimum 180-degree rotation providing the best coverage of the potential workina area on the curbside of the unit.	✓	
10.04	The boom shall be controlled via a load sence, electric-over-hydraulic system.	✓	
10.05	The boom shall be powered hydraulically up, down, extend, and retract.	✓	
10.06	All inlet hose and tubing shall have a minimum 4" inside diameter.	✓	
<b>11.0</b>	<b>WATER PUMP AND DRIVE</b>		
11.01	The rated design capacity of the high-pressure water pump is 5 GPM at 3000 osi.	✓	
11.02	The high-pressure water pump shall be a belt driven with an electric clutch-operated triplex Piston pump.	✓	
11.03	The pump shall have the capability of being turned on or off via the wireless remote, eliminating the need for the operator to return to the control panel to engage or disengage the water system.	✓	
11.04	The water pump must be able to fully vary the pressure and flow while maintaining full vacuum performance.	✓	
11.05	The water pump shall be able to deliver the correct flow without having to change components of the pump in the field.	✓	
11.06	The handgun hose provided must have an operating pressure rating of 3,500 psi and a burst pressure of 14,500 psi. It must have a 3/8" inside diameter, be 50 feet in length, and be mounted on a manually retractable hose reel	✓	

11.07	Water flow through the digging lance shall be controlled via a manual hand-gun trigger directly connected to the digging lance	✓	
11.08	Water pump shall be mounted in a location which provides a fully flooded inlet condition of water. Water pump shall not be required to draw water uphill.	✓	
12.0	NA	—	
13.0	NA	—	
14.0	<b>CONTROL PANEL</b>		
14.01	The hydro excavator shall have all controls conveniently located on the curbside of the unit.	✓	
14.02	The control panel shall be inside an aluminum box to protect it from the weather.	✓	
14.03	• The control panel shall include the following:	✓	
14.04	• Engine tachometer with hour-meter,	✓	
14.05	• circuit breakers	✓	
14.06	• Engine throttle control	✓	
14.07	• Water pump on/off control	✓	
14.08	• Unclog feature	✓	
14.09	• Vacuum enable/disable	✓	
14.10	• Easily accessible and visible emergency stop button to fully disable vacuum and hydraulics, bringing the unit to a safe condition	✓	
15.0	<b>ELECTRICAL &amp; SAFETY LIGHTING</b>		
15.01	The entire system shall be vapor sealed to eliminate moisture damage, "Nema-4" type or equal.	✓	
15.02	All electrical connections shall be free of exposed wires or terminals and should not be painted. The paint process shall be completed prior to the wiring installation.	✓	
15.03	All wiring shall be color-coded and function-stamped for ease of troubleshooting. All electrical circuits shall be protected by circuit breakers for safety and ease of troubleshooting.	✓	
15.04	All other lights are required by State and Federal Laws.	✓	
15.05	The electrical system shall be of solid-state design, specifically designed for mobile applications. Industrial-style control systems will not be accepted.	✓	
15.06	Throttle control is to be completed electronically utilizing the chassis J1939 CAN system.	✓	
15.07	A manufactured wiring harness specifically designed for the unit shall be utilized. Wiring harness shall have a protective snake skin wrapping for durability. All wiring shall be offset from potential rub points with coated P-clamps.	✓	
15.08	Electrical components shall utilize their own dedicated enclosure and will be isolated from the water system cabinet.	✓	
15.09	Wireless remote must have a minimum ingress protection (IP) rating of 67	✓	
15.10	(3) LED work lights shall be provided to fully illuminate the operatin a area.	✓	
15.11	A four flashing LED amber lightinQ package shall be supplied with two flashing LED lights forward facing and 2 flashing LED lights outward facing.	✓	
15.12	Unit to utilize a non-destructive emergency stop method. E-Stops will open the electronic 4-way valve, throttle the engine to idle, turn off the water pump, and disable hydraulics. E-Stops are located at all HMI points, including the control panel and wireless remote.	✓	
15.13	Multi-Function Wireless Remote: Includes Boom functions (Brake Release, Raise, Lower, Extend, Retract) If equipped with a Powered boom E-Stop, Pump On/Off Vacuum Enable/Disable	✓	

15.14	A LED arrow stick shall be installed at the rear of the unit to provide directional control for approaching traffic.	✓	
<b>16.0</b>	<b>HYDRAULIC SYSTEM</b>		
16.01	The hydraulic reservoirs have a 20-gallon capacity with strainers on all suction lines.	✓	
16.02	The reservoir shall have an oil level sight gauge and an inspection hatch for maintenance.	✓	
16.03	The reservoir shall be a totally modular component that can easily be removed from its storage area.	✓	
16.04	A 5-micron spin-on type hydraulic filter shall be installed	✓	
16.05	The hydraulic system shall be designed so that no hydraulic lines or components are mounted in the internal airflow chambers (debris body, duct work, etc.) for reliability.	✓	
17.0	NA		
<b>18.0</b>	<b>VACUUM TOOLS AND ACCESSORIES</b>		
18.01	The basic vacuum tube package shall include the following:	✓	
18.02	<ul style="list-style-type: none"> <li>• (1) 4" x 5" aluminum pipe</li> </ul>	✓	
18.03	<ul style="list-style-type: none"> <li>• (1) 4" x 5" aluminum dig tube pipe</li> </ul>	✓	
18.04	The basic water pipe package shall include the following:	✓	
18.05	<ul style="list-style-type: none"> <li>• (1) Digging package consisting of -</li> </ul>	✓	
18.06	<ul style="list-style-type: none"> <li>○ (4) 6'-0" steel digging wands w/quick disconnect and TRUVAC Shield quick connect protector</li> </ul>	✓	
18.07	<ul style="list-style-type: none"> <li>○ (1) 4'-0" steel digging wand w/quick disconnect and TRUVAC Shielded quick connect protector</li> </ul>	✓	
18.08	<ul style="list-style-type: none"> <li>○ (1) single Jet TRUVAC REVEAL 4 GPM Nozzle</li> </ul>	✓	
18.09	<ul style="list-style-type: none"> <li>○ (1) #4 TRUVAC HXX pose Rotator Nozzle</li> </ul>	✓	
<b>19.0</b>	<b>CHASSIS EQUIPMENT AND STORAGE</b>		
19.01	Mud-flaps shall be located at the rear wheels.	✓	
19.02	(1) A 14" x 13" x 14" Aluminum Toolbox shall be installed curbside rear of the water tank.	✓	
<b>20.0</b>	<b>EQUIPMENT PROTECTION</b>		
20.01	Unit shall be equipment with blower overheat protection. If blower exceeds OEM recommended operating temperatures, the emergency stop system will be activated preventing blower damage.	✓	
20.02	Unit shall be equipment with blower over-speed protection. If blower exceeds OEM recommended RPMs, the emergency stop system will be activated preventing blower damage.	✓	
20.03	Unit shall be equipment with hydraulic overheat protection. If hydraulic oil exceeds OEM recommended operating temperatures, the emergency stop system will be activated, preventing blower damage.	✓	
20.04	The hydro excavator shall be designed to prevent simultaneous multiple control input for additional safety.	✓	



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<b>21.0</b>	<b>PAINT</b>		
<b>21.01</b>	All metal surfaces shall be shot or sandblasted prior to painting.	✓	
<b>21.02</b>	All surfaces shall be cleaned using a phosphate saline wash process prior to painting.	✓	
<b>21.03</b>	The module shall have a minimum of two- and one-half mil of suitable primer coat applied.	✓	
<b>21.04</b>	The module shall have a minimum of two- and one-half mil finish paint applied.	✓	
<b>21.05</b>	All module components shall be painted prior to the assembly process.	✓	
<b>21.06</b>	All hose and fittings, as well as electrical wires and connections, shall not be painted	✓	



# Request For Proposal – 2024-05

Prepared for:

## City of Belle Isle



**TruVac TRXX Vacuum Trailer w/ Positive Displacement Vacuum System & Boom**

DEC 2 '24 AM 10:13

A handwritten signature in black ink, appearing to be the initials 'WJ' or similar, written in a cursive style.

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

Meeting Date: December 17<sup>th</sup>, 2024  
To: Honorable Mayor and City Council Members  
From: Rick J. Rudometkin, City Manager  
Subject: Review and Approve Submittal for RFP 2024-05 Purchase of Jade Storm Pump Station Standby Generator

Background:

Due to issues caused by storms in Belle Isle, a need has come up to replace the generator at the Jade pump station. This new generator will power the two pumps ensuring the pump station operates seamlessly during power outages, and emergencies. The new generator will be hard-wired in and have an Automatic Transfer Switch and run on propane. This will be purchased using ARPA funds. The current generator is not hard-wired in and is very old and is not reliable. We had 2 proposals for this. The Generac is the best solution and the 5-year warranty is highly sought.

Staff Recommendation:

Approve the purchase and installation of a Generac 80KW generator using ARPA funds for \$83,507 from Pace Electric, Inc.

Suggested Motion: **I move to approve the purchase of a Generac 80KW generator using ARPA funds for \$83,507 from Pace Electric, Inc.**

Alternatives: Do not approve.

Fiscal Impact: ARPA funds will be used

Attachments:

RFP for Jade Storm Pump Station Standby Generator



Pace Electric, Inc.  
402 Bif Court  
Orlando, Florida 32809  
December 2, 2024

## **Proposal for Jade Storm Pump Station Standby Generator – City of Belle Isle, FL**

### **RFP #2024-06**

#### **Executive Summary**

Pace Electric, Inc. is honored to present this comprehensive proposal for the procurement and installation of an 80kW standby generator system tailored specifically for the Jade Storm Pump Station in Belle Isle, FL. This state-of-the-art generator system is meticulously designed to power two pumps simultaneously, ensuring the lift station operates seamlessly during power outages or emergencies.

Our proposed solution integrates advanced technology and robust engineering to deliver an unparalleled combination of reliability, efficiency, and performance. The Generac 80kW standby generator, coupled with a 200 Amp Service Rated Automatic Transfer Switch, embodies cutting-edge innovation and durability, making it an ideal choice for critical infrastructure like the Jade Storm Pump Station.

Key features of the generator include a turbo-charged 4.5-liter engine built for efficiency and durability, True Power Technology to ensure utility-grade power safe for sensitive electronics, and Mobile Link Connectivity for remote system monitoring and alerts. Additionally, the system is equipped with Generac's proprietary Quiet-Test Mode, which allows for low-speed diagnostics to ensure constant readiness. The ATS, designed for seamless and automatic power transitions, is housed in a durable Nema 3R enclosure rated for both indoor and outdoor use. These features collectively ensure robust performance in even the most demanding operational conditions.

At Pace Electric, Inc., we understand the essential role of dependable power solutions in maintaining public services and infrastructure. By leveraging our extensive expertise in generator installations and a commitment to excellence, we aim to provide the City of Belle Isle with a solution that not only meets but exceeds operational and safety requirements. Our team's attention to detail and unwavering focus on quality ensures that this project will deliver value and peace of mind for years to come.

## Company Overview

Pace Electric, Inc., a trusted electrical contractor based in Orlando, FL, brings over 30 years of industry expertise to every project. Our dedication to excellence has earned us a reputation for delivering high-quality electrical solutions tailored to our clients' unique needs. As a certified Generac Installer, we specialize in providing reliable, long-lasting power solutions. From initial consultation to project completion, we pride ourselves on maintaining open communication, adhering to strict safety standards, and delivering exceptional customer service. Our commitment to innovation and quality ensures that every project is executed with precision and professionalism.

## Project Details

### Generator Details: 80kW 60 Hz Generac Standby Generator

- Power Capacity: Designed to run two pumps simultaneously.
- Electrical Specifications: Capable of 277 / 480 V, 3 Phase Wye (4 Wire).
- Fuel Type: LPG (Propane).
- Automatic Transfer Switch (ATS): Included, 200 Amp Service Rated, 3 Phase 277/480V, Nema 3R.
- Cooling System: Liquid-cooled.
- Sound Emissions: 68 dB at 23 feet.
- Warranty: 5 years on generator and installation.
- Certification: UL listed.
- Build Location: Made in the USA (Wisconsin).

### Additional Generator Features:

- Engine: Turbo-charged, aftercooled inline 4-cylinder 4.5-liter engine with hydraulic lifters and a gear-driven oil pump.
- Power Quality: True Power Technology ensures utility-grade power with less than 5% THD.
- Control System: Generac Digital Evolution Controller with multilingual LCD display for monitoring, diagnostics, and maintenance tracking.
- Quiet-Test Mode: Programmable low-speed self-test mode for weekly, bi-weekly, or monthly diagnostics.
- Connectivity: Mobile Link Connectivity for remote monitoring of generator status and alerts.
- Durability: Steel frame with a corrosion-resistant Rhino-Coat Powder-coated aluminum cabinet.

### Automatic Transfer Switch (ATS) Details:

- Enclosure: Nema 3R aluminum enclosure with electrostatically applied powder coating (indoor/outdoor rated).
- Features: UL 1008 certified, silver composite contacts for durability, integrated deadfront for safety, and UL 489 listed Service Disconnects.
- Warranty: Covered by a 5-year limited warranty.

## **Installation Scope:**

The installation process for the 80kW generator system at the Jade Storm Pump Station includes the following detailed steps:

### **1. Site Preparation:**

- Assessment of the installation site to ensure compliance with local codes and safety regulations.
- Preparation of the area for mounting the generator and associated equipment, including leveling and clearing as necessary.

### **2. Electrical Modifications:**

- Replacement of the main disconnect, upgrading from a fused disconnect to a main circuit breaker to enhance safety and reliability.
- Installation of a 200 Amp Service Rated Automatic Transfer Switch (ATS), ensuring seamless transition between utility and generator power.

### **3. Generator Installation:**

- Placement and securing of the Generac 80kW standby generator at the designated location.
- Verification of connection of the generator to the propane fuel system (excluding propane tank and permits).

### **4. System Integration:**

- Wiring and connection of the generator to the lift station's electrical system.
- Configuration and integration of remote monitoring capabilities (available as an optional add-on).

### **5. Testing and Startup:**

- Comprehensive testing of the generator and ATS to ensure functionality and compliance with operational standards.
- On-site system startup, including load testing and verification of all connections.

### **6. Project Completion:**

- Final inspection to confirm adherence to all codes and requirements.

- Detailed walkthrough with City of Belle Isle representatives to ensure understanding of operation and maintenance procedures.

This comprehensive installation process guarantees a seamless and reliable backup power solution tailored to the operational needs of the Jade Storm Pump Station.

- Replacement of the main disconnect, upgrading from a fused disconnect to a main circuit breaker.
- Complete installation by certified technicians.
- Compliance with all relevant codes and regulations.
- System startup and testing included.
- Permit for electrical included.

### Exclusions:

- Concrete pad.
- Propane tank, Propane, Propane connections, and permit.
- Remote monitoring (available as an add-on).
- Stainless steel and additional soundproofing options.

### Pricing: 80kW Standby Generator:

#### Total Cost: \$83,507.00

- Includes full installation, replacement of the main disconnect, and all labor and materials required for successful system integration.
- Excludes costs for the concrete pad, propane tank, propane connections, and remote monitoring (available as an optional upgrade).

### Optional Add-Ons:

- Remote Monitoring via Mobile Link Connectivity: Pricing available upon request.
- Extended Warranty Options: Pricing available upon request.
- Additional Soundproofing or Stainless Steel Enclosures: Pricing available upon request.

### Terms and Conditions

- Payment Terms: NET 30.
- Warranty: 5 years on both generator, ATS and installation.



- Additional Costs: Any unforeseen modifications or site conditions will incur additional charges.

### Conclusion

Pace Electric, Inc. is committed to ensuring the reliable operation of the Jade Lift Station with the installation of a robust standby generator system. Our team’s expertise, combined with the superior features of the Generac Protector Series, guarantees a solution that is both dependable and efficient. We look forward to collaborating with the City of Belle Isle to successfully complete this critical infrastructure project.

For further discussion or to schedule a site visit, please contact us at (407) 855-3200 or via email at [aaron@paceelectric.com](mailto:aaron@paceelectric.com).

Respectfully,

Aaron Allen

Pace Electric, Inc.



12/2/2024

Aaron Allen

President



ELECTRIC INC

Approved Signature

Date

Approved Printed Name

Title

DEC 2 '24 PM 2:48

RFIP-2024-D16 Jade Storm Pump Station Site  
November 2024 02:48  
Greiner



# ClearWater Solutions

3780 NE 40th Place | Ocala, Florida 34479

Quality Water. | Vibrant Communities.

**RECIPIENT:**

**City of Belle Isle**  
1600 Nela Avenue  
Belle Isle, Florida 32809

**Quote #270**

Sent on Dec 02, 2024

**Total \$68,777.20**

**Product/Service Description**

REQUEST FOR PROPOSAL - 2024-06 Jade Storm Pump Station Standby Generator

**Mobilization** Preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site.

**Generator Installation** All labor, materials, equipment, permitting, and electrical work required for the installation and integration of the generator, including connections to control panels, junction boxes, cables, wiring, and any necessary components to ensure full compliance with the contract plans, specifications, the National Electric Code, and FBC.

- 62KW, 240V, 3P, Liquid Propane generator
- \* 200A, 100% Rated, LSI, MLCB
- \* Permanent Magnet Generator (PMG) - MX341
- \* Non-Proprietary Generator Controller - DSE7420
- \* Gatewayless MODBUS Connectivity
- \* 6A, 120V Battery Charger
- \* 1000W, 120V, Engine Block Heater
- \* 12VDC Engine Starting Battery - GROUP 24
- \* 1" x 16" Dry Fuel Flex Line
- \* Two (2) Year Warranty
- \* 180MPH Wind Rated, 67 dBA Sound Attenuated

\*Lead time for generator and ATS is 10 weeks.\*

**Total \$68,777.20**



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YY) **11/26/2024**

f.

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

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

<b>PRODUCER</b> Lockton Companies, LLC Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1503127 Clearwater Solutions, LLC 2178 Moores Mill Rd Auburn AL 36830	<b>INSURER A:</b> James River Insurance Company <b>NAIC #</b> 12203	
	<b>INSURER B:</b> Manufacturers Alliance Insurance Company <b>NAIC #</b> 36897	
	<b>INSURER C:</b> Evanston Insurance Company <b>NAIC #</b> 35378	
	<b>INSURER D:</b> Old Republic Insurance Company <b>NAIC #</b> 24147	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 21185239 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	P0000000359	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	152301-1432939Y	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 2,000
A C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	P0000000360 MKLV4EFX105606	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	MWC 317406 24	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Jade Storm Pump Station Standby Generator ; RFP #2024-06

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

**21185239**  
 City of Belle Isle  
 1600 Nela Avenue,  
 Bell Isle, FL 32809

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

AUTHORIZED REPRESENTATIVE

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City of Belle Isle  
1600 Nela Avenue,  
Bell Isle, FL 32809

## IMPORTANT NOTICE

### To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 21185239**

- Email: [stl-edelivery@lockton.com](mailto:stl-edelivery@lockton.com)
- Phone: (866) 728-5657 (toll-free)

**If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

*The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.*

Thank you for your cooperation.

**Lockton Companies**



Quality Water. | Vibrant Communities.

Previous Work:

- **City of Eustis Lift Station #9 Rehab.**, September 2023 - \$507,019 - Rehab of existing lift station to include new piping, pumps, control panels, site work, and on-site generator installation. Contact info: Julia Felter [Julia.felter@kimley-horn.com](mailto:Julia.felter@kimley-horn.com)/[407-417-5339](tel:407-417-5339). Address: 445 Plaza Drive, Eustis, FL 32726.
- **Corinthian Villas**, August 2024 - \$270,701 – This project includes the installation of a private lift station, connection of a new force main from the private lift station to the local municipal force main, and abandonment of the existing wastewater treatment plant. Contact info: Jack Grondin [jbg\\_newcreation@hotmail.com](mailto:jbg_newcreation@hotmail.com)/[352-857-5290](tel:352-857-5290). Address: 1926 Ocean Shore Blvd., Ormond Beach, FL 32176.
- **Marion County Ocala Springs Abandonment**, October 2022 – \$256,761– Abandonment of Wastewater treatment facility as per drawings, installation of new collection system, and connection to county sewer system. Contact info: Gabrielle Bell [gabrielle.bell@marionfl.org](mailto:gabrielle.bell@marionfl.org)/[352-671-8444](tel:352-671-8444). Address: 7135 N US Hwy 441, Ocala, FL 34475
- **Marion County Utilities Water Services**, January 2023 – \$ 528,095 – Installation of 102 short water services and 99 long water services. Removal and replacement of asphalt, sidewalks, and driveways as needed. Contact info: Jodi Shoemaker [jodi.shoemaker@marionfl.org](mailto:jodi.shoemaker@marionfl.org)/[352-671-8446](tel:352-671-8446). Address: Ocala, FL
- **Town of Micanopy Wellfield Upgrades**, September 2021 – \$558,851 - Construction of one 14-inch diameter Upper Floridian well at the Town of Micanopy Water Treatment Plant and the installation of associated water main piping. The well construction will include performance testing, installation of a 750 gpm vertical turbine pump, 6-inch site piping with associated fittings, geophysical logging and packer testing of the existing 8-inch diameter well, improvements to the existing chemical system, and associated electrical control system improvements. Contact info: Savannah Kirwan [savannah.kirwan@kimley-horn.com](mailto:savannah.kirwan@kimley-horn.com)/[352-438-3000](tel:352-438-3000). Address: 501 NW Seminary Ave., Micanopy. FL 32667.
- **City of Winter Springs WTP #2 Electrical Improvements**, August 2021 – \$234,465 - Construction, installation, start-up and testing of a new diesel-powered generator with fuel tank, variable frequency drive (VFD) and disconnect. Contact info: Julia Felter [Julia.felter@kimley-horn.com](mailto:Julia.felter@kimley-horn.com)/[407-417-5339](tel:407-417-5339). Address: 700 Sheoah Blvd., Winter Springs, FL 32708.



- **Sparton Electronics Wastewater Treatment Plant Construction**, September 2020 – \$540,000.00 - Installation of a new 20,000 GPD wastewater treatment plant. This included the installation of a new lift station and abandonment of the existing wastewater treatment plant. Contact info: Dan Drew [ddrew@sparton.com](mailto:ddrew@sparton.com)/[386-523-6459](tel:386-523-6459). Address: 5612 Johnson Lake Rd., De Leon Springs, FL 32130.
- **Southlake Utilities Screw Press**, April 2021 – \$248,969 - Installation of screw press and building at existing wastewater treatment plant. Contact info: Ted Wicks Engineering/[352-343-8667](tel:352-343-8667). Address: 333 US Hwy 27, Clermont, FL 34711.
- **Hacienda Village Generator Installation**, December 2021 – \$204,457.10 - Installation of new backup generator as well as flood protection. Contact info: Dennis [407-462-9654](tel:407-462-9654). Address: 280 W La Vista Dr., Winter Springs, FL 32708.
- **K&K Watermain Installation**, July 2020 - \$302,903.70 – Install a total of 6, 273 linear feet of watermain, ensuring compliance with project specifications and quality standards. Installation includes trench excavation, laying and joining pipes, proper bedding and backfill, and backfill to secure the pipeline. Install 178 individual water service connections, each properly aligned and connected to the main line. This involves excavation, pipe placement, fittings, and pressure testing to verify leak-free connections before backfilling. Contact Info: Jeffrey Sherman [shermanrealestate@yahoo.com](mailto:shermanrealestate@yahoo.com)/[203-263-5408](tel:203-263-5408). Address: 4918 14<sup>th</sup> Street W, Brandenton, FL 34207.

**Current Jobs:**

- **City of Winter Springs WTP #3 Electrical Improvements**, January 2024 - \$328,803 - Construction, installation, start-up and testing of a new diesel-powered generator with fuel tank, variable frequency drive (VFD) and disconnect. Contact info: Julia [Felter/Julia.felter@kimley-horn.com](mailto:Felter/Julia.felter@kimley-horn.com)/[407-417-5339](tel:407-417-5339). Address: 110 West Bahama Rd., Winter Springs, FL 32708.

Cont'd



- **City of Ormond Beach Water Main Replacement**, April 2024 - \$2,506,941 - Work consists of the installation of approximately 8,100 linear feet of 8-inch HDPE and approximately 2,200 linear feet of 2-inch HDPE for directional drill; approximately 1,485 linear feet of 8-inch PVC; approximately 580 linear feet of 6-inch PVC water main; approximately 925 linear feet of 2-inch HDPE water main; all installed by open cut; valves, numerous connections, cut-ins, and fire hydrant assemblies; service pipe and casing; connection to existing meters; pavement repair and replacement; surface restoration and appurtenances. Contact info: Lane Carter [lane.carter@ormondbeach.org/386-676-3296](mailto:lane.carter@ormondbeach.org/386-676-3296). Address: Multiple areas, Ormond Beach, FL, 32114.
- **City of Edgewater Lift Station #11 Rehab.**, February 2024 - \$563,209 - The project includes removal of the existing pumps, lift station piping, and valve vault as well as lining of the existing wet well, installation of two (2) submersible pumps, valve vault, electrical, control panel, underground electric and a diesel-driven emergency bypass pump. Contact info: Casey Cissell [Cassandra.cissell@meadhunt.com/386-414-5062](mailto:Cassandra.cissell@meadhunt.com/386-414-5062). Address: 1950 West Park Ave., Edgewater, FL 32132.
- **Falls of Ocala WTP, LS, and WWTP Upgrades**, June 2023 - \$686,982 – This project includes the expansion of the wastewater treatment plant, rehab of the existing lift station, and installation of a second well at the water treatment plant. Contact info: Milton Andrade [m.andrade@highlandhomes.org/407-620-5833](mailto:m.andrade@highlandhomes.org/407-620-5833). 551 SW 79<sup>th</sup> Terr., Ocala, FL 34474.
- **Fiddlesticks WWTP Installation**, September 2024 - \$609,715 – This project includes all site work, electrical, concrete, and welding of a new 100,000 GPD wastewater treatment plant. The project also includes the abandonment of the existing wastewater treatment plant. Contact info: Mary Hoover [mhoover@fiddlesticks.com/239-210-2780](mailto:mhoover@fiddlesticks.com/239-210-2780). Address: 15391 Cannongate Dr., Fort Myers, FL 33912.

Notable CCTV Projects:

- **City of Hoover, AL** – Yearly CCTV and cleaning for 48,000 linear feet of pipe.
- **City of Fayetteville, GA** – Yearly CCTV and cleaning for 85,000 linear feet of pipe.
- **Hall County, GA** – Yearly CCTV and cleaning for 60,000 linear feet of pipe.



Page 4

CWS's Capital Management Solutions division proudly maintains master service agreements with Nexus Water Group in Texas and the City of Decherd, Tennessee. Furthermore, we are fully licensed in Florida for electrical, underground, and building contracting, positioning us as your comprehensive partner for all construction and maintenance requirements.



Ron DeSantis, Governor

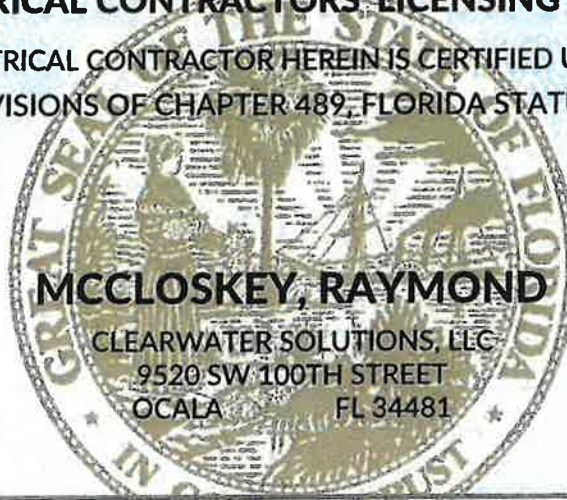
Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**MCCLOSKEY, RAYMOND**

CLEARWATER SOLUTIONS, LLC  
9520 SW 100TH STREET  
OCALA FL 34481

**LICENSE NUMBER: EC13014159**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RFP 2024-06

f.

DEC 27 2024 PM 2:54

RFP-2024-06



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

Meeting Date: December 17<sup>th</sup>, 2024

To: Honorable Mayor and City Council Members

From: Travis Grimm - Chief of Police

Subject: Subject: Presentation of Proposed Amendments to Chapter 30, Article VI of the Belle Isle Code of Ordinances: Golf Carts on Public Streets

Background:

To present proposed updates to the Belle Isle Golf Cart Ordinance (Chapter 30, Article VI) for council review and feedback. These updates address child safety concerns, align with recent changes to Florida law, and seek council consensus on certain operational parameters for golf carts on public streets and sidewalks. The current Golf Cart Ordinance was last revised in 2020. Following updates to state law and discussions on improving safety measures, the proposed changes aim to enhance operational guidelines for golf cart use within the city.

Critical Updates Presented for Review:

1. Child Safety Requirements: Inclusion of provisions aligned with F.S. § 316.613 for child restraint devices and seat belts.
2. Operational Safety Enhancements: Prohibition of towing devices (e.g., scooters, bicycles, wagons). Occupancy limits tied to the number of seats in a golf cart.
3. Sidewalk Operations: The current draft includes a requirement for sidewalks to meet minimum width standards for golf cart operation. However, the exact width is not finalized in this version. Council consensus is requested to determine the appropriate minimum width for sidewalks to ensure safe operations.
4. Nighttime Operation Standards: Updated equipment requirements for safe operation during nighttime hours.
5. Permitted Street Operations: Enhanced language for crossing and using streets with various speed limits for clarity and safety.

Staff Recommendation and Council discussion points:

- Council to review the proposed changes and provide input or suggestions for additional amendments.
- Consensus on the minimum sidewalk width for golf cart operation to be included in the final draft.
- Staff will incorporate council feedback and prepare the ordinance for formal presentation and approval at a future meeting.

- Are there additional safety concerns or operational considerations to address in this ordinance?
- What should the minimum sidewalk width requirement be to allow for safe golf cart operations?

Suggested Motion: N/A

Alternatives: N/A

Fiscal Impact: N/A

Attachments:  
Draft of the updated ordinance: Chapter 30, Article VI.



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## **ARTICLE VI. GOLF CARTS ON PUBLIC STREETS<sup>1</sup>**

### **Sec. 30-201. Title; authority.**

- (a) This article shall be known and may be cited as the "Belle Isle Golf Cart Ordinance."
- (b) The city has the authority to adopt this article pursuant to Article VIII of the Constitution of the State of Florida, F.S. ch. 166, and F.S. § 316.212.

(Ord. No. 20-11 , § 2, 9-15-2020)

### **Sec. 30-202. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person or entity, including a homeowner's or community association, that is requesting that the Belle Isle City Commission adopt a resolution designating one or more golf cart communities and/or one or more golf cart permitted streets.

~~*Golf cart* means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.~~

~~*Golf cart* shall have the meaning set forth in the definition as stated in F.S. § 320.01. Golf carts operating within the city shall meet minimum equipment standards set forth in controlling law and shall not be modified to have increased power, wheelbase, or tire modifications from a standard manufactured gas or electric golf cart.~~

*Golf cart community* means a subdivision or community within the corporate limits of the city within which the Belle Isle City Commission has by resolution authorized the operation of golf carts on designated municipal streets within such subdivision or community.

*Golf cart permitted street* means a municipal street within the corporate limits of the city which has been designated by resolution of the Belle Isle City Commission for use by golf carts.

*Operator* means the person registering a golf cart with the city for use within the city or any person who is using a golf cart within the city.

(Ord. No. 20-11 , § 2, 9-15-2020)

### **Sec. 30-203. Golf cart operation.**

- (a) It shall be unlawful to operate a golf cart on any street or sidewalk within the corporate limits of the city unless expressly authorized by this article or Florida law.

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<sup>1</sup>Editor's note(s)—Ord. No. 20-11 , § 2, adopted Sept. 15, 2020, set out provisions intended for use as Art. V, §§ 30-170—30-180. In order to preserve the style of this Code, and at the editor's discretion, these provisions have been included as Art. VI, §§ 30-201—30-211.

- (b) Golf carts may be operated on city roadways within the defined boundaries of residential communities when such communities are approved by resolution as "golf cart communities. Golf carts may also be operated between golf cart communities that are adjacent, if such provision is specifically included by the city commission in the approving resolution. Golf carts may also be operated on streets meeting the requirements of this section once such street has been approved by resolution as a "golf cart permitted street."
- (c) "Golf cart permitted streets" and "golf cart communities" are subject to the following requirements:
  - (1) Unless otherwise expressly authorized pursuant to Florida law or by enabling resolution upon a showing of good cause, golf carts shall not be permitted operate upon a street with a posted speed limit in excess of 35 miles per hour
  - (2) Unless otherwise expressly authorized pursuant to Florida law or by enabling resolution upon a showing of good cause, golf carts may not be operated across street with a posted speed limit of 35 miles per hour or greater.
  - (3) Notwithstanding subsection (c)(2), golf carts traveling along a designated golf cart permitted street may be permitted cross an intersecting street with a speed limit of 35 miles per hour or less at an intersection that governed by a traffic control device or at a designated crosswalk if such use complies with the requirements of this article and Florida law.
- (d) Golf carts may be operated upon the sidewalks within the jurisdictional territory of the city subject to the following restrictions and requirements:
  - (1) The maximum speed for golf carts on sidewalks is 15 miles per hour.
  - (2) Golf carts operated upon sidewalks must meet the equipment requirements of section 30-203(e)(2) and (3).
  - (3) **Golf carts may only be operated on the sidewalks which are at least eight feet wide.**
- (e) It shall be unlawful to operate a golf cart upon any city street or city sidewalk unless said golf cart is equipped with efficient brakes, reliable steering apparatus, horn, safe tires, a rearview mirror, and reflective warning devices in both the front and rear as required by F.S. § 316.212(6).
- (f) Except as provided in section 30-203 (f)(1), it shall be unlawful to operate a golf cart upon any city street or sidewalk after sunset and before sunrise.
  - (1) Golf carts equipped with headlights, brake lights, turn signals and a windshield may be operated upon city streets and upon city sidewalks at any time.
- (g) This article is in addition to and not in lieu of the Florida Uniform Traffic Control Law, F.S. ch. 316. Golf carts shall comply with all applicable state traffic laws and provisions of this Code and may be ticketed for traffic violations in the same manner as motor vehicles.
- (h) **The number of occupants in any golf cart operated on city roads and streets shall be restricted to the number of seats on the golf cart. No occupants of a golf cart shall stand at any time while the golf cart is in motion.**
- (i) **Consistent with F.S. § 316.613, children aged through three years shall be restrained in a properly attached and separate federally approved child restraint device and children aged four through ten years must be restrained with a seat belt.**
- (j) **It is prohibited for golf carts to tow any scooter, bicycle, skateboard, wagon or other conveyance.**

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-204. Application for approval of a golf cart community and/or golf cart permitted streets.**

- (a) The city commission may, upon its own initiative or upon petition of an applicant, direct city staff to create a map or other diagram delineating the boundaries of a golf cart community and/or golf cart permitted streets and to prepare the appropriate resolution to be presented to the city commission. Any such resolution shall be acted upon only following an advertised public hearing preceded by at least seven days' notice thereof.
- (b) To receive approval, any resolution proposed under this article must include the requisite legislative findings as required by F.S. § 316.212 and a plan for the placement of the requisite signage within the golf cart community and the golf cart permitted streets.
- (c) The city commission may approve or disapprove any resolution presented under this article based upon its legislative determination as to whether golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume and character of motor vehicles using the road or street and such other factors as the city commission may deem appropriate, including input received at any public hearing.
- (d) The city commission may by resolution rescind a previously adopted resolution if the city commission determines that the operation of golf carts within any such golf cart community and/or golf cart permitted streets would constitute or has become a danger or detriment to the health, safety, welfare, or character of the community or the surrounding area. Any such resolution shall be acted upon only following an advertised public hearing preceded by at least seven days' notice thereof.

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-205. Age regulations.**

- (a) It shall be unlawful for an unlicensed driver under 18 years of age to operate a golf cart within the city.
- (b) Notwithstanding subsection (a), an unlicensed driver under 18 years of age who possesses a valid state-issued learner's permit may operate a golf cart shall be permitted to operate a golf cart within the city subject to the following requirements:
  - (1) The unlicensed driver under 18 years of age must be accompanied by another person who is at least 21 years of age and who holds a valid state-issued driver's license.
  - (2) The person accompanying the unlicensed driver under 18 years of age must occupy seat immediately to the right of the unlicensed driver.
  - (3) Except for the licensed occupant described in section 30-205(b)(1), an unlicensed driver shall not operate a golf cart occupied by passengers.
  - (4) An unlicensed driver shall not operate a golf cart **between thirty minutes before or after sunset and thirty minutes before sunrise.**

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-206. Signage.**

The city shall provide proper signage pursuant to F.S. § 316.212(1), within 30 days of approval of a resolution to allow golf carts to be operated within a golf cart community or on a golf cart permitted street.

It shall not be a defense to any enforcement action under the provisions of this article, in any forum or of any type or nature, that signage was not in place or was not noticed or understood by an operator of a golf cart.

The posting or failure to post signage under the provisions of this article shall not be the basis of any liability of any type or nature against the city or any of its officials, officers or employees.

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-207. Parking of golf carts.**

- (a) It shall be unlawful to park or leave unattended a golf cart in or upon a city street. right-of-way, sidewalk, or public park. Golf carts may not be parked upon private property that is not owned or leased by the owner of such golf cart without the permission of such private property owner.
- (b) Golf carts shall comply with all parking regulations set forth in this chapter.

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-208. Indemnification**

- (a) Each person operating or riding on a golf cart on city streets and all person who are passengers in such golf carts does so at his own risk and must operate such vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists and pedestrians.
- (b) The city in so designating certain city streets for the operation of the golf carts extends such operating privileges on the express condition that the operator of such golf carts undertakes such operation at his own risk and assumes sole liability for operating the vehicle on city streets and by such operation shall be deemed to agree to defend, release, indemnify and hold harmless the City of Belle Isle, its officials and employees for and regarding any and all claims, demands or damages of any nature whatsoever arising from such operation by any person against the City of Belle Isle.

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-209. Compliance; enforcement.**

- (a) The City of Belle Isle Police Department shall have power and authority to enforce the provisions of this article. Any person found in violation of this article shall be issued a City of Belle Isle Civil Citation (or notice of violation).
- (b) In addition to any fine levied under this article, the city may bring civil suit to restrain, enjoin or otherwise prevent the violation of this article in a court of competent jurisdiction. If the city brings suit to restrain or enjoin or to otherwise prevent the violation of this article, the city is entitled to recover its reasonable attorneys' fees and court costs from the named defendant in the action.

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-210. Violations; penalties.**

- (a) With the exception of section 30-207, violations of this article shall constitute a non-criminal infraction punishable pursuant to the provisions of F.S. § 316.212(9). The use of a golf cart resulting in violations of the

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Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are punishable pursuant to F.S. chs. 316, 318, and 319, as applicable.

(b) *Violations.*

- (1) Violations of section 30-203(a), (d), and (f) shall be a noncriminal traffic violation, punishable pursuant to F.S. ch. 318, as a moving violation.
- (2) Violations of section 30-203(e) shall be a noncriminal traffic violation punishable pursuant to F.S. ch. 318, as a nonmoving violation.
- (3) Violations of section 30-205 shall be punishable by a \$100.00 fine.
- (4) Violations of section 30-207 shall be punishable in accordance with the provisions article III of chapter 30 of this Code in the same manner as motor vehicle parking violations.

(c) Unless specifically provided otherwise by Florida law or this Code, a violation of this article shall be punishable by a fine in the amount of \$100.00.

(d) Any person receiving civil citation pursuant to this article shall, within 21 days of the date of the notice of violation, pay the assessed civil penalty pursuant to instructions on the notice of violation contest (or appeal) the notice of violation pursuant to the procedures set forth in the notice of violation.

(e) The owner of a golf cart is responsible and liable for payment of any fine unless the owner furnishes clear and convincing evidence that the golf cart was, at the time of the violation, in the care, custody or control of another person. In such instances, the owner of the golf cart is required to, within a reasonable period of time as determined by the city, furnish the city with an affidavit setting forth the name, address and driver's license number of the person who leased, rented or otherwise had the care, custody or control of the golf cart. The affidavit submitted shall be admissible in a proceeding charging a violation and raises the rebuttable presumption that the person identified in the affidavit is responsible for payment of the fine. The owner of the golf cart is not responsible for a violation if the golf cart involved was, at the time of the violation, stolen, but in all other cases a rebuttable presumption shall exist that the owner is the violator and owes the fine to the city.

(Ord. No. 20-11 , § 2, 9-15-2020)

**Sec. 30-211. Appeals.**

(a) The chief of police may void or dismiss the notice of violation being appealed if the chief of police or his designee determines based on a review of the appeal that there does not exist probable cause to believe that the appelland committed a violation of this article.

(b) If the chief of police voids or dismisses the notice of violation as aforesaid, then written notice of such action shall be provided to the person filing the appeal.

(c) If the decision of the chief is appealed, the appeal will follow the procedures pursuant to section 30-76.

(Ord. No. 20-11 , § 2, 9-15-2020)

**City Manager work plan list:**

- Hurricane event Milton:

We have cleaned up and have documentation for FEMA. Our Vendor has been paid for the debris clean-up with documentation validated by the city. Destruction of the debris pile is being completed. We will be seeking reimbursement for the costs associated with Milton for category A&B.

- Hurricane Ian:

We have met with KPMG and Florida DEP on what is required to receive our reimbursement that has been ongoing now for almost 3 years. Due to some issues on the state's end, we have re-established communication and are trying to procure documentation to justify the invoices paid.

- Revenue stream needs:

We are working with the Budget Committee to come up with revenue stream options for the increased expenditures from the OCFD millage increase and our 5-year CIP project list. We will do a road show to explain to the residents why. We also are completing a rate study to look at increasing stormwater fees for the next FY.

- 3904 Arajo condemnation:

City Council approved on October 15<sup>th</sup>, the Order of Condemnation and Removal of Hazardous Condition. PW has most of the bids from contractors on the price to remove the home and slab/foundation.

- Annexation:

We are working with Orange County to put in place a planning agreement to help with future annexation possibilities. This agreement needs to be in place for us to have the ability in the future.

- City Hall renovation:

The landscaping has been installed and now we are making some changes and additions. We still need inside painting, lighting and updates.

- Property Acquisition/Municipal Complex

The environmental study for the 20.5-acre property on Conway and Judge is completed by Bio-Tech. We will meet with them to discuss the report. We will have a workshop to discuss this property and the future of our municipal complex.

- Comp Plan Update:

The Comp Plan is with the State. We are now updating our existing water supply facilities work plan. Both will be brought back to the council for final vote.

- Christmas Celebration Events:

All Christmas events are in full swing till the end of the year.

- Stormwater Grant:

It looks like we have been awarded money for this application. More information to follow in 2025.

- Purchasing Policy

Continuing to work on updating our Purchasing Policy. We need to update it to keep current and to add or subtract any language as necessary. In progress.

- Resilient Florida Grant - 23PLN26, Belle Isle Vulnerability Assessment.

This grant is funded at \$115k for the City of Belle Isle including a \$35k match. The final agreement has been signed.

- Judge/Daetwyler Dr. Transportation Grant:

Congressman Soto’s office presented us with a check for \$745k for street improvements to improve and create a multi-use path(s) for golf carts, pedestrians and bicyclists. We will start the project in FY 24/25.

- Updating and closing previous grants and reimbursements from FEMA, Florida PA, and Florida DEP:

SOL Ave grant will be reimbursed by the first quarter of 2025. The final agreement has been signed. We are waiting for the final paperwork for reimbursement. I am working to provide information and update quarterly reports that have not been updated previously.

- Lancaster House Update:

We are still waiting on CCA approval by their board for the carveout document. They need 51% of the body and they have 46% now. It will come back to the city for final approval.

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement, (SFGA agreement) between the city and the Florida Department of Transportation (FDOT) for **453225-1-54-01 (FY24) SFGA, Hoffner Ave Traffic Improvements, \$1.5M**. We will work with Orange County to give us access to make these improvements on Hoffner.