



city council agenda

Agenda
December 04, 2018 * 6:30 PM
City Council Meeting
City Hall Chambers 1600 Nela Avenue

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

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Sue Nielsen, Commissioner District 7
3. Swear-In of Officer Andy Rodriguez and CSO Malik Clark and Matthew Rabeau
4. Appeal of Parking Citation
 - a. Appeal of Parking Citation - R. Witkins
5. Appeal of Parking Citation
 - a. Appeal of Parking Citations - T. Phuoc
6. Consent Items
 - a. Approval of the City Council meeting minutes for November 30, 2018

7. Citizen's Comments

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

8. Unfinished Business

- a. **ORDINANCE 18-02 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BELLE ISLE LAND DEVELOPMENT CODE, CHAPTER 48, ARTICLE III, SECTION 48-63 – TREE PROTECTION; PROVIDING SEVERABILITY; CODIFICATION AND PROVIDING AN EFFECTIVE DATE
- b. **ORDINANCE No. 18-05 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE CODE OF ORDINANCES CONCERNING PLANNED DEVELOPMENT DISTRICTS; BY AMENDING PART II, CODE OF ORDINANCES; BY AMENDING SUBPART B, LAND DEVELOPMENT CODE; BY AMENDING CHAPTER 54, ZONING DISTRICTS AND REGULATIONS, ARTICLE III, ZONING CLASSIFICATIONS; BY AMENDING SECTION 54-77, PLANNED DEVELOPMENT DISTRICT PD; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE
- c. **ORDINANCE NO. 18-14 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BELLE ISLE, FLORIDA PROVIDING FOR THE REGULATION AND CONTROL OF SECURITY ALARMS; PROVIDING FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS CONCERNING THE INSTALLATION, MAINTENANCE AND OPERATION OF ALARMS; PROVIDING FOR REGULATIONS CONCERNING FALSE AND NUISANCE ALARMS; PROVIDING FOR CORRECTIVE ACTION AND PENALTIES FROM FALSE ALARMS; PROVIDING FOR A CITATION PROCEDURE;

"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 Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 182

PROVIDING FOR RESPONSE AND ENFORCEMENT BY LAW ENFORCEMENT OFFICERS; PROVIDING FOR THE PROHIBITION OF AUTOMATIC ALARM COMMUNICATION SYSTEMS; PROVIDING FOR THE LIMITATION OF LIABILITY; PROVIDING FOR THE DISPOSITION OF PENALTIES AND FINES; PROVIDING FOR INCLUSION INTO THE BELLE ISLE CITY CODE; PROVIDING FOR LIBERAL NON-CONFLICTING CONSTRUCTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

d. **ORDINANCE NO. 18-15 FIRST READING AND CONSIDERATION** - AN ORDINANCE OF THE CITY OF BELLE ISLE CREATING A NEW ARTICLE III IN CHAPTER 14 OF THE CITY CODE RELATING TO SUPPLEMENTAL CODE ENFORCEMENT CIVIL CITATION PROVISIONS AND REGULATIONS; PROVIDING ALTERNATIVE PROCESSES AND PROCEDURES FOR CODE ENFORCEMENT CITATIONS; PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES; PROVIDING A POST-DEPRIVATION HEARING PROCESS AND PROCEDURES; PROVIDING ADDITIONAL APPELLATE JURISDICTION POWERS TO BE EXERCISED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

e. Adoption of Council Rules and Procedures

RESOLUTION 18-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR MEETINGS OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE; AND PROVIDING AN EFFECTIVE DATE

9. New Business

- a. Request for an Extension Request - Silver Isles Planned Development (P&Z Case #2017-02-013) for the purpose of allowing approval of the Development Plan / Final Engineering Plan for the Comins Isles Townhome Project
- b. Approval of Tree Trimming and Removal Bid
- c. Metro Plan Orlando Technical Advisory Committee Appointment
- d. Discuss canceling or rescheduling City Council meetings Dec 18th, Jan 1st and Jan 15th

10. Attorney Report

11. City Manager Report

- a. Issues Log
- b. Chief's Report
- c. Tree Board Report

12. Mayor's Report

- a. Holiday Events Update

13. Council Reports

14. Adjournment



VIA REGULAR MAIL
November 20, 2018

CITY OF BELLE ISLE, FLORIDA

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

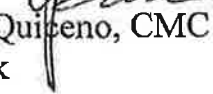
Mr. Ray Witkins
2941 Wild Tamarind Blvd.
Orlando, FL 32828

Dear Mr. Witkins:

RE: Parking Violation Citation P0001152 dated 11-06-2018 (copy attached)

Please be advised, your appeal request hearing has been scheduled for Tuesday, December 4th, 2018 at 6:30 P.M. before the Belle Isle City Council and your presence is requested. The hearing will be held in the Council Chambers, 1600 Nela Avenue, Belle Isle, FL 32809

Should you have any questions regarding this appeal, please contact the City Clerk's Office at 407-851-7730


Yolanda Quiceno, CMC
City Clerk
/yq

cc: File

Request an appeal

Dec 4 2018



Request made
on 11/07/2018

Yolanda Quicino
[Signature]

Rept 742049

AGENCY CASE #		CITATION #		DATE		TIME	
CITATION		P0001152		11/06/2018		9:26 AM	
AGENCY NAME				TYPE OF DEPARTMENT			
BELLE ISLE POLICE DEPT.				2-PD			
COUNTY OF CITATION				PLACE OR CITY OF CITATION			
ORANGE				BELLE ISLE			
VIOLATOR or OWNER							
FIRST NAME (PRINT)		MIDDLE		LAST			
RAY		F		WITKINS			
STREET							
2841 WILD TAMARIND BLVD							
CITY				STATE		ZIP CODE	
ORLANDO				FL		32828	
LICENSE NUMBER				CLASS	STATE	DL EXP.	
BIRTH DATE		RACE		GENDER		HEIGHT	
YR VEHICLE	TAG #	TRAFFIC	TAG #	TAG EXP DATE		STATE	
1999						FL	
COLOR	STYLE	Mfg	MODEL		COMM VEH		
GOLD - GLD	4 DOOR SED	MERZ			NO		
V.I.N. OR MOTOR #				DECAL #			
WDBJF82H0XX022825							
ROADWAY INFORMATION							
ADDRESS #		OCCURRED ON STREET, ROAD, HIGHWAY					
5375		CHISWICK CIR					
FEET	MILES	DIR.	AT/FROM STREET, ROAD, HIGHWAY				
VIOLATION							
CODE #		CHARGE DESCRIPTION					
30-31 (B)		NO TAG ON VEHICLE					
OTHER VIOLATION COMMENTS							
\$150 CITATION-MUST BE CORRECTED BY 11-15-2018							
PAYMENT INFORMATION							
NAME							
CITY OF BELLE ISLE							
ADDRESS							
1800 NELA AVENUE							
CITY						ZIP	
BELLE ISLE						32809	
PHONE #		WEB SITE PAGE					
(407) 240-2473		CITYOFBELLEISLEFL.ORG					
IF PAID	30	FINE	IF PAID	FINE	FILING FEE		
WITHIN	DAYS	\$160.00	AFTER	DAYS			
REPORTING OFFICER							
OFFICER SIGNATURE			BADGE #	ID #		TROOP UNIT	
MR			CSO2	9274		CSO	
RANK	FIRST		MIDDLE		LAST		
CSO	MATTHEW				RABEAU		
FINES MUST BE PAID WITHIN 30 DAYS OF ISSUE. PAYMENT WITH CASHIER CHECK OR MONEY ORDER, MADE PAYABLE TO: CITY OF BELLE ISLE. YOU MUST PAY WITH CASH IN PERSON.							
YOU MAY REQUEST A HEARING WITHIN FIVE(5) DAYS OF ISSUE. FAILURE TO DO SO MEANS YOU HAVE WAIVED YOUR RIGHT TO CONTEST THE MERIT OF THIS CITY ORDINANCE VIOLATION. A \$35 APPEAL FEE MUST BE PAID AT THE TIME OF THE HEARING REQUEST. IF YOU ARE FOUND NOT GUILTY, THE \$35 FEE WILL BE RETURNED.							
FAILURE TO COMPLY WILL RESULT IN A COLLECTION REFERRAL ACTION.							



VIA REGULAR MAIL
November 27, 2018

CITY OF BELLE ISLE, FLORIDA

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

Mr. Tran Phuoc
7307 Lake Drive
Belle Isle, FL 32809

Dear Mr. Phuoc:

RE: Parking Violations: 2014 Ford, 2000 Ford, Gray Mercedes, Black Mercedes and a Silver Ford (copies attached)

Please be advised, your appeal request hearing has been scheduled for Tuesday, December 4th, 2018 at 6:30 P.M. before the Belle Isle City Council and your presence is requested. The hearing will be held in the Council Chambers, 1600 Nela Avenue, Belle Isle, FL 32809

Should you have any questions regarding this appeal, please contact the City Clerk's Office at 407-851-7730

Yolanda Quiceno, CMC
City Clerk
/yq

cc: File
5700 E Colonial Drive, Orlando, FL 32809



Jahanda

AGENCY CASE # CITATION	CITATION #	DATE 11/17/2018	TIME 2:27 PM
AGENCY NAME BELLE ISLE POLICE DEPT.		TYPE OF DEPARTMENT 2-PD	
COUNTY OF CITATION ORANGE		PLACE OR CITY OF CITATION BELLE ISLE	
VIOLATOR or OWNER			
NAME (PRINT) FIRST TRAN	MIDDLE	LAST PHUOC	
STREET 6700 E COLONIAL DR			
CITY ORLANDO		STATE FL	ZIP CODE 32809
LICENSE NUMBER		CLASS	STATE DL EXP
BIRTH DATE 04/12/1966	RACE	GENDER M	HEIGHT
YR VEHICLE 2014	TAG # 507PJM	TRAILER TAG #	TAG EXP DATE 12/31/2018
COLOR BLACK - BLK	STYLE TK	MAKE FORD	MODEL NO
V.I.N. OR MOTOR # 1FT7W2BT7EEB06200		DECAL #	
ROADWAY INFORMATION			
ADDRESS # 7307	OCCURRED ON STREET, ROAD, HIGHWAY LAKE DR		
FEET	MILES	DIR.	AT/FROM STREET, ROAD, HIGHWAY
VIOLATION			
CODE # 30-73 (C)	CHARGE DESCRIPTION EXCEEDED MAX NUMBER OF VEHICLES ALLOWED ON PROPERTY		
OTHER VIOLATION COMMENTS			
PAYMENT INFORMATION			
NAME CITY OF BELLE ISLE			
ADDRESS 1600 NELA AVENUE			
CITY BELLE ISLE		ZIP 32809	
PHONE # (407) 240-2473	WEB SITE PAGE CITYOFBELLEISLEFL.ORG		
IF PAID WITHIN 30 DAYS	IF PAID AFTER \$150.00 DAYS	IF PAID WITHIN 30 DAYS	FILING FEE
REPORTING OFFICER			
OFFICER SIGNATURE M R	BADGE # CSO2	ID # 9274	TROOP UNIT CSO
RANK CSO	FIRST MATTHEW	MIDDLE	LAST RABEAU
FINES MUST BE PAID WITHIN 30 DAYS OF ISSUE. PAYMENT WITH CASHIER CHECK OR MONEY ORDER, MADE PAYABLE TO: CITY OF BELLE ISLE. YOU MUST PAY WITH CASH IN PERSON.			
YOU MAY REQUEST A HEARING WITHIN FIVE(5) DAYS OF ISSUE. FAILURE TO DO SO MEANS YOU HAVE WAIVED YOUR RIGHT TO CONTEST THE MERIT OF THIS CITY ORDINANCE VIOLATION. A \$35 APPEAL FEE MUST BE PAID AT THE TIME OF THE HEARING REQUEST. IF YOU ARE FOUND NOT GUILTY, THE \$35 FEE WILL BE RETURNED.			
FAILURE TO COMPLY WILL RESULT IN A COLLECTION REFERRAL ACTION.			

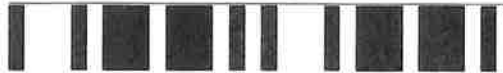
(407) 851-7731



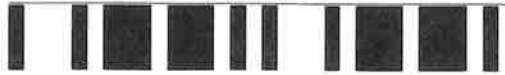
AGENCY CASE # CITATION	CITATION #	DATE 11/17/2018	TIME 2:39 PM	
AGENCY NAME BELLE ISLE POLICE DEPT.		TYPE OF DEPARTMENT 2-PD		
COUNTY OF CITATION ORANGE		PLACE OR CITY OF CITATION BELLE ISLE		
VIOLATOR or OWNER				
NAME (PRINT) FIRST TRAV	MIDDLE	LAST PHUOC		
STREET 6700 E COLONIAL DR				
CITY ORLANDO		STATE FL	ZIP CODE 32809	
LICENSE NUMBER		CLASS	STATE DL EXP	
BIRTH DATE 04/12/1986	RACE	GENDER M	HEIGHT	
YR VEHICLE 2000	TAG # PI085Q	TRAILER TAG #	TAG EXP DATE 04/30/2019	STATE FL
COLOR UNKNOWN	STYLE	MAKE FORD	MODEL F160	COMM VEH NO
V.I.N. OR MOTOR #		DECAL #		
ROADWAY INFORMATION				
ADDRESS # 7307	OCCURRED ON STREET, ROAD, HIGHWAY LAKE DR			
FEET	MILES	DIR.	AT/FROM STREET, ROAD, HIGHWAY	
VIOLATION				
CODE # 30-73 (C)	CHARGE DESCRIPTION EXCEEDED MAX NUMBER OF VEHICLES ALLOWED ON PROPERTY			
OTHER VIOLATION COMMENTS				
PAYMENT INFORMATION				
NAME CITY OF BELLE ISLE				
ADDRESS 1800 NELA AVENUE				
CITY BELLE ISLE		ZIP 32809		
PHONE # (407) 240-2473	WEB SITE PAGE CITYOFBELLEISLEFL.ORG			
IF PAID WITHIN 30 DAYS	IF PAID AFTER \$160.00 DAYS	IF PAID AFTER FINE DAYS	FILING FEE	
REPORTING OFFICER				
OFFICER SIGNATURE (M) R	BADGE # CSO2	ID # 9274	TROOP UNIT CSO	
RANK CSO	FIRST MATTHEW	MIDDLE	LAST RABEAU	
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AGENCY CASE # CITATION	CITATION #	DATE 11/17/2018	TIME 2:57 PM
AGENCY NAME BELLE ISLE POLICE DEPT.		TYPE OF DEPARTMENT 2-PD	
COUNTY OF CITATION ORANGE		PLACE OR CITY OF CITATION BELLE ISLE	
VIOLATOR or OWNER			
NAME (PRINT) FIRST TRAN	MIDDLE	LAST PHUOC	
STREET 6700 E COLONIAL DR			
CITY ORLANDO		STATE FL	ZIP CODE 32809
LICENSE NUMBER		CLASS	STATE DL EXP.
BIRTH DATE 04/12/1966	RACE	GENDER M	HEIGHT
YR VEHICLE	TAG #	TRAILER TAG #	TAG EXP DATE STATE
COLOR GRAY - GRY	STYLE 2 DOOR SED	MAKE MERCEDES	MODEL SL500 COMM VEH NO
V.I.N. OR MOTOR # WDBSK75F63017023		DECAL #	
ROADWAY INFORMATION			
ADDRESS # 7307	OCCURRED ON STREET, ROAD, HIGHWAY LAKE DR		
FEET	MILES	DIR.	AT/FROM STREET, ROAD, HIGHWAY
VIOLATION			
CODE # 30-31 (B)	CHARGE DESCRIPTION VEHICLE DOES NOT HAVE A TAG PRESENT		
OTHER VIOLATION COMMENTS			
PAYMENT INFORMATION			
NAME CITY OF BELLE ISLE			
ADDRESS 1800 NELA AVENUE			
CITY BELLE ISLE		ZIP 32808	
PHONE # (407) 240-2473	WEB SITE PAGE CITYOFBELLEISLEFL.ORG		
IF PAID WITHIN DAYS 30	IF PAID AFTER DAYS	IF PAID AFTER DAYS	FILING FEE
FINE \$150.00	FINE	FINE	
REPORTING OFFICER			
OFFICER SIGNATURE MR	BADGE # CS02	ID # 9274	TROOP UNIT CSO
RANK CSO	FIRST MATTHEW	MIDDLE	LAST RABEAU
FINES MUST BE PAID WITHIN 30 DAYS OF ISSUE. PAYMENT WITH CASHIER CHECK OR MONEY ORDER, MADE PAYABLE TO: CITY OF BELLE ISLE. YOU MUST PAY WITH CASH IN PERSON.			
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AGENCY CASE # CITATION	CITATION #	DATE 11/17/2018	TIME 3:02 PM	
AGENCY NAME BELLE ISLE POLICE DEPT.		TYPE OF DEPARTMENT 2-PD		
COUNTY OF CITATION ORANGE		PLACE OR CITY OF CITATION BELLE ISLE		
VIOLATOR or OWNER				
NAME (PRINT) FIRST TRAN	MIDDLE	LAST PHUOC		
STREET 6700 E COLONIAL DR				
CITY ORLANDO		STATE FL	ZIP CODE 32809	
LICENSE NUMBER		CLASS	STATE DL EXP.	
BIRTH DATE 04/12/1968	RACE	GENDER M	HEIGHT	
YR VEHICLE	TAG #	TRAILER TAG #	TAG EXP DATE STATE	
COLOR BLACK - BLK	STYLE 2 DOOR SED	MAKE MERCEDES	MODEL SL650	COMM VEH NO
V.I.N. OR MOTOR # WDDJK7DA9DF014742		DECAL #		
ROADWAY INFORMATION				
ADDRESS # 7307	OCCURRED ON STREET, ROAD, HIGHWAY LAKE DR			
FEET	MILES	DIR	AT/FROM STREET, ROAD, HIGHWAY	
VIOLATION				
CODE # 30-31 (B)	CHARGE DESCRIPTION VEHICLE DOES NOT HAVE A TAG PRESENT			
OTHER VIOLATION COMMENTS				
PAYMENT INFORMATION				
NAME CITY OF BELLE ISLE				
ADDRESS 1800 NELA AVENUE				
CITY BELLE ISLE		ZIP 32809		
PHONE # (407) 240-2473	WEB SITE PAGE CITYOFBELLEISLEFL.ORG			
IF PAID WITHIN 30 DAYS	IF PAID AFTER \$150.00 DAYS	IF PAID AFTER FINE DAYS	FILING FEE	
REPORTING OFFICER				
OFFICER SIGNATURE <i>M R</i>	BADGE # CSO2	ID # 9274	TROOP UNIT CSO	
RANK CSO	FIRST MATTHEW	MIDDLE	LAST RABEAU	
FINES MUST BE PAID WITHIN 30 DAYS OF ISSUE. PAYMENT WITH CASHIER CHECK OR MONEY ORDER, MADE PAYABLE TO: CITY OF BELLE ISLE. YOU MUST PAY WITH CASH IN PERSON.				
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AGENCY CASE # CITATION	CITATION #	DATE 11/17/2018	TIME 2:47 PM	
AGENCY NAME BELLE ISLE POLICE DEPT.		TYPE OF DEPARTMENT 2-PD		
COUNTY OF CITATION ORANGE		PLACE OR CITY OF CITATION BELLE ISLE		
VIOLATOR or OWNER				
NAME (PRINT) FIRST TRAN		MIDDLE	LAST PHUOC	
STREET 6700 E COLONIAL DR				
CITY ORLANDO		STATE FL	ZIP CODE 32809	
LICENSE NUMBER		CLASS	STATE DL EXP.	
BIRTH DATE 04/12/1988	RACE	GENDER M	HEIGHT	
YR VEHICLE	TAG #	TRAILER TAG #	TAG EXP DATE STATE	
COLOR SILVER, AT MINIMUM	STYLE 4 DOOR TRU	MAKE FORD	MODEL RAPTOR SVT	COMM VEH NO
V.I.N. OR MOTOR # 1FTFW1R68DFB8944		DECAL #		
ROADWAY INFORMATION				
ADDRESS # 7307	OCCURRED ON STREET, ROAD, HIGHWAY LAKE DR			
FEET	MILES	DIR.	AT/FROM STREET, ROAD, HIGHWAY	
VIOLATION				
CODE # 30-31 (B)	CHARGE DESCRIPTION VEHICLE DOES NOT HAVE A TAG PRESENT			
OTHER VIOLATION COMMENTS				
PAYMENT INFORMATION				
NAME CITY OF BELLE ISLE				
ADDRESS 1600 NELA AVENUE				
CITY BELLE ISLE		ZIP 32809		
PHONE # (407) 240-2473	WEB SITE PAGE CITYOFBELLEISLEFL.ORG			
IF PAID WITHIN 30 DAYS	IF PAID AFTER \$150.00 DAYS	IF PAID AFTER FINE DAYS	FILING FEE	
REPORTING OFFICER				
OFFICER SIGNATURE TR	BADGE # CSO2	ID # 9274	TROOP UNIT CSO	
RANK CSO	FIRST MATTHEW	MIDDLE	LAST RABEAU	
FINES MUST BE PAID WITHIN 30 DAYS OF ISSUE. PAYMENT WITH CASHIER CHECK OR MONEY ORDER, MADE PAYABLE TO: CITY OF BELLE ISLE. YOU MUST PAY WITH CASH IN PERSON.				
YOU MAY REQUEST A HEARING WITHIN FIVE(5) DAYS OF ISSUE. FAILURE TO DO SO MEANS YOU HAVE WAIVED YOUR RIGHT TO CONTEST THE MERIT OF THIS CITY ORDINANCE VIOLATION. A \$35 APPEAL FEE MUST BE PAID AT THE TIME OF THE HEARING REQUEST. IF YOU ARE FOUND NOT GUILTY, THE \$35 FEE WILL BE RETURNED.				
FAILURE TO COMPLY WILL RESULT IN A COLLECTION REFERRAL ACTION.				



city council minutes

MINUTES
November 30, 2018 * 9:00 a.m.
City Council Workshop Session

The Belle Isle City Council met in a City Council Workshop Session on November 30, 2018, at 9:00 a.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present:

Mayor Pisano
Commissioner Gold
Commissioner Weinsier
Commissioner Sims
Commissioner Nielsen

Absent:

Commissioner Carugno
Commissioner Readey
Commissioner Partin

Also present: City Manager Bob Francis and City Clerk Yolanda Quiceno. Meeting audio is available on the City's website at www.cityofbelleislefl.org and at City Hall.

CALL TO ORDER

Mayor Pisano called the meeting to order at 9:10 am and opened for the Wallace Field design discussion.

WALLACE FIELD DESIGN CONCEPT

City Manager Bob Francis provided a power point presentation. Mr. Francis gave a brief overview from the June Citywide survey. The following was presented and briefly discussed as part of the proposed concepts,

1. Open Green Space
2. Community Gardens
3. Outdoor Community Activity (Amphitheater)
4. Dog Park
5. Splash Pad
6. Fitness Park
7. Dock/Ramp and parking – Mr. Francis noted that the idea would be to allow First Responders and the Belle Isle PD use the Dock and designated parking spaces.
8. Mr. Francis said the City cannot have a park without providing some parking. He opened for discussion and recommended incorporating some parking on the right of the field with double entry gates to the field.

As part of the Use Agreement, Mr. Francis provided a preliminary design submitted by CCA. The design would include an open space with an outer trail made of crush granite suitable material. CCA would like to also include a gate on their wall to allow student access to the Wallace field.

Mr. Francis opened for Council discussion.

After the presentation, the following Commissioners provided their input on their top design concepts.

Comm Weinsier – District 2

- “Keep It Simple” and maintain the open sports field
- The dock is a positive addition for use by the Belle Isle Police Department
- Community Gardens are very popular and would like to see it integrated with the CCA design concept

Comm Nielsen – District 7

- Comm Nielsen commented that some of the concepts are not uses allowed in the Open Space category. Mr. Francis said it may be allowed under Special Exceptions.
- Community Garden should be incorporated as a small part of the CCA design
- She agrees that the school needs a practice field; however, she would like it to stay with the open space look and not have stationary sports equipment on the property. Mr. Francis said that is part of the Use Agreement that all equipment must not be stationary on the property.
- She would like to see benches on the property and bat houses to attract wildlife and control mosquitoes. She noted if the bat houses were to be approved she would like the City to control the fertilizing and poison used on this property.

Comm Sims – District 6

- “Keep It Simple” and maintain the open space to allow portable equipment as needed for events or sports practice by the school. He does not believe dual usage of the field would be possible and would not add value.
- Incorporate fitness stations into the CCA design

Comm Gold – District 1

- He said he would like to serve all the residents of the City. He likes the open space design incorporating the track, fitness stations and a community garden in one of the corners.
- Using recycled tires for the material used on the track

Mayor Pisano said she would like to see bike racks on the property.

Discussion ensued on the upkeep of a Community Garden.

Mr. Francis asked Council if they would like to incorporate a section for parking, similar to Warren Park, to accommodate those residents who attend special events at the park. Discussion ensued on parking options. Council consensus was to work together with the school and use the existing parking lot.

Mr. Francis asked if Council would like the park hours to be open dawn to dusk or allow night use with ornamental lighting. Mayor Pisano said she would be concerned with the light noise for the surrounding neighbors and possible transient use of the park.

Mr. Francis further asked if Council have any other design ideas to be researched. Discussion ensued. Council consensus was to research the dock used for emergency personnel only fenced all the way down to the lake.

USE AGREEMENT

Mr. Francis said the City is in control of the park and design concept. Before it can go to the Planning & Zoning Board as a site plan the City Council must approve the concept. He added that the school understands that they will not be able to install sports lights or stationary sports equipment. The only vehicles that would be allowed will be those for pick up and drop of portable equipment.

The Use Agreement with the school is a 10-year agreement and will depreciate over time. If the agreement is terminated before the 10 years, the City will pay out a pro-rated cost back to the school.

Mayor Pisano closed Council discussion and opened for public comment.

1. Hillary Maul residing at 1130 Waltham Avenue shared her concerns with the development of Wallace Field and said any design will impact the daily lives of the residents in the surrounding homes. She shared her concerns with the following, (a) hours of use, (b) bathrooms, (c) sports lighting and most importantly she would like to ensure that the stormwater component and groundwater runoff be addressed to create a minimal impact to the homes on Waltham.
2. Cindy Lance residing at 6615 Matchett Road said the Council is not considering the design concepts that were provided by the poll and would like to see an area for the dogs. She would like the staff to research the percentage of residents who participated in the poll and which of the concepts received the most input. Discussion ensued on allowing dogs on the Wallace Field and formally designating the Park as a dog park.
3. Holly Bobrowski residing at 2400 Hoffner Avenue said she has researched the possibility of a dog park and said the minimum size for a dog park should be 70-100feet. Incorporating the dog field with the CCA design would not work and be a good fit. She did suggest Trimble Park as a possibility if the residents feel strongly on the possible use. She would also suggest developing the CCA concept diagonally to allow for other uses in the corner areas or parking.
4. Karl Shuck residing at 1658 Wind Willow Road asked if adding light and irrigation will be a shared expense with the City and CCA. He said that the City code states that pets or other animals, other than service animals, are not allowed as a use in an open space designation. He said the staff may have to reexamine the code before moving forward.
5. Donatella Altice residing at 1309 East Wallace said she agrees with keeping it simple and would like to see the property as an open space and not developed for the school. She shared the following concerns,
 - a. She cautioned staff with development of the park along the side of the ditch on Wallace that floods and perks in a period of a couple of days.
 - b. She was not in agreement of the dog park and community gardens because the upkeep may cause an issue.
 - c. She asked that Council to ensure enforcement of the parking rules moving forward by residents and CCA parents.

Mr. Francis said he will [provide Council with a bullet list of the discussion and will not move forward until Council decides to approve the CCA Use Agreement.

Mayor Pisano asked that discussion for canceling or rescheduling the Dec 18th, Jan 1st and Jan 15th City Council meetings be added to the upcoming agenda on Dec 4th.

ADJOURNMENT

There being no further business, Mayor Pisano called for a motion to adjourn, unanimously approved at 10:15 a.m.

Yolanda Quiceno
CMC-City Clerk

1 **Sec. 48-63. - Tree protection.**

2 a) *Intent and purpose.* The purpose and intent of this article is to establish protective regulations for trees in the City
3 and the planting of an acceptable tree in another place on the same property or in a public place. This article also
4 encourages the protection of trees which the City has recognized, and which the City stands to lose unless protective
5 measures are taken. It shall be unlawful to cut down, remove, damage, and poison, detrimentally alter or in any
6 other manner destroy or cause to be destroyed any trees covered by this article, except in accordance with the
7 provisions of this article.

8
9 b) *Definitions.* The following words, terms, and phrases when used in this article shall be defined as follows:

- 10 • *Arborist* means a professional arborist recognized and certified by the International Society of Arboriculture
11 (ISA) as an ISA certified arborist municipal specialist (preferred) or an ISA certified arborist.
- 12 • *Clearing* means the removal of a tree by digging, pushing, or cutting, or the effective removal through
13 damage.
- 14 • *Dead or beyond recovery* means more than 50 percent of the tree is dead, is a hazardous tree as defined
15 herein, or in a state of irrecoverable decline.
- 16 • *Diameter breast height (DBH)* means the diameter, in inches, of a tree measured at four and one-half feet
17 above the existing grade.
- 18 • *Dripline* means an imaginary line on the ground defined by vertical lines which extend from the outermost tips
19 of the tree branches to the ground.
- 20 • *Hazardous tree* means a tree irreparably diseased or presents a danger of falling that cannot be controlled or
21 remedied through reasonable preservation and or preventative procedures and pesticides such that the
22 public health or safety requires its removal.
- 23 • *Public tree means any tree existing or proposed on City owned property.*
- 24 • *Private tree means any tree existing in privately held land.*

- 1 • *Removal of a tree means either actually removing a tree from the ground in which it grew, transplanting*
2 *a tree, or effectively removing a tree through damage to the trunk, topping, damaging, or removing major*
3 *limbs, roots, or enough canopy volume so that the tree dies, declines beyond recovery, or becomes a hazard to*
4 *public safety and must be removed. Tree stump must be removed to a depth of six (6) inches below the*
5 *surface of the ground. Once removal begins it must be completed within 60-days.*
- 6 • Tree means any living, woody, self-supporting perennial plant which normally grows to a minimum height of
7 15 feet.
- 8 • Trees, stand of, means a naturally occurring grouping of five or more trees forming a canopy of vegetation
9 which results in a single unified dripline.

10 c) *Exceptions and exemptions.*

11 1) *Exceptions.* The requirements of this section shall apply to all property in the City except those used for the
12 following purposes:

- 13 a. Commercial plant nursery or tree farm; and
- 14 b. Public right-of-way or easement; and
- 15 c. Citrus groves cleared for replanting.

16 2) *Exemptions.* In the case of an emergency such as a hurricane, flood or other disaster, or agricultural diseases,
17 the City Manager or the City Manager's designee may waive the requirements of this section so as to not
18 hamper public and/or private work to restore order.

19 d) ~~Permit~~ Requirements.

- 20 1) No tree, with a DBH of 6-inches or greater, shall be removed from any developed property; and
- 21 2) ~~No recommended tree (as defined by subsection (5)a. of this subsection (d)) shall be removed from any~~
22 ~~developed property and no~~ Land clearing for development shall occur in the City without the owner first
23 obtaining a permit from the City ~~except where noted.~~ The City Manager or the City Manager's designee may
24 issue a tree removal permit ~~for the removal of specific trees.~~

- 1 3) *Review fee; survey information.* The owner of the property shall submit a ~~\$25.00~~ review fee, set by City
2 Council, a tree removal permit application, and a tree survey consisting of the following information:
- 3 a) A scaled aerial photograph or drawing (minimum one inch equals 300 feet);
 - 4 b) Property boundaries;
 - 5 c) Identify location, names and heights of all stands of trees;
 - 6 d) Identify location, DBH, names and height of all individual trees, which are six inches DBH or greater;
 - 7 e) Indicate which trees are proposed for removal and identify the tree with a direction and distance from a
8 fixed landmark;
 - 9 f) Reason for removal; and
 - 10 g) If applicable, the name of the commercial tree removal service that will be used to remove the tree(s).
 - 11 h) All trees scheduled for removal shall be marked with red paint. In addition, prior to the issuance of a
12 permit, the City Manager, or the City Manager's designee, will meet with the developer or owner
13 representative and be shown the trees designated to be removed according to the site plan. The City
14 representative will take a photo, or video, of the tree(s) to be removed. At the project completion, the
15 City representative will return to the site to verify the correct trees have been removed. For new
16 developments, no Certificate of Occupancy will be issued until the City has verified the correct trees have
17 been removed.

18 In the event the City Manager or City Manager's designee is unable to determine whether the criteria for
19 removal are met, an additional fee, to be established by City Council ~~of \$75.00~~, shall be required for
20 review by an arborist. In lieu of paying the additional fee, the property owner, at their own expense, may
21 provide an independent arborist's opinion; provided, however, that said arborist shall not be employed
22 by the tree removal service hired by the property owner, if any.

- 23 1) *Use of unregistered tree removal service prohibited.* No commercial tree removal service shall be
24 used by the owner or occupant of the property unless the service has first registered with the City. A
25

1 violation of this subsection (2) may be brought before the City code enforcement board magistrate
2 pursuant to section 14-31, et al., as an irreversible violation subject to imposition of a fine not to
3 exceed \$5,000.00 per violation.

4 2) *Registration requirements for tree removal service.* Any commercial tree removal service which
5 desires to provide tree removal services within the City must first register with the City by providing
6 its business name, occupational license number, contact person, address and telephone number.
7 Upon registration, the tree removal service shall be provided information regarding the City's
8 permitting requirements as set out in this section 48-63. *A list of those tree services registered with*
9 *the City will be available in the City Clerk's office. The City of Belle Isle keeps a list of businesses that are*
10 *allowed to operate in the City. This list is to assist in providing residents with a variety of choices for a*
11 *service or product. Any specific commercial product, process, or service by trade name, trademark,*
12 *manufacturer, or otherwise, is not an endorsement or recommendation by the City of Belle Isle or its*
13 *employees. Further, the City of Belle Isle does not endorse or recommend any commercial products,*
14 *processes, or services. The City will not recommend one tree service over another to residents.* In the
15 event any registered tree removal service is determined by the City Manager or designee to have
16 violated the City's requirements for tree removal, that service shall be removed from the list of
17 registered services with written notice mailed to the service. Any tree removal service that has been
18 removed from the list may make a request in writing to the City clerk for a hearing before City
19 Council to appeal the removal.

20 3) *Criteria for recommended tree removal.* Tree removal may be approved where design modifications
21 are not feasible or reasonable and one or more of the following circumstances exist:
22 a) The location of the tree restricts the opening of a street or road right-of-way.
23 b) The location of the tree restricts the construction of utility lines or drainage facilities.
24 c) The location of the tree restricts access to the property.

- d) The location of the tree restricts a use of the property consistent with all other City regulations.
- e) The tree constitutes a hazard to life or property which cannot be mitigated without removing the tree.
- f) The tree is dying or dead such that its restoration to sound condition is not practical, or it has a disease which can be expected to be transmitted to other trees and endanger their health.
- g) The selective removal of up to 25 percent of existing trees, with a DBH of six inches or less, to provide increased light and air circulation.
- h) Removal of the tree is required, in writing, by the homeowners' insurance company or proposed insurance company.

4) *Replacement of trees. ~~Recommended~~ Trees with a DBH of up to six inches and/or restricted trees, regardless of DBH, that ~~is are~~ approved for removal shall not require replacement. Trees with a DBH of six inches up to but not including 24 inches shall be replaced at a 1:1 ratio Trees with a DBH of 24 inches or greater shall be replaced at a 2:1 ratio. All replacement trees should have a minimum DBH of four inches.*

5) Recommended trees with a DBH of six inches to 24 inches shall be replaced at a 1:1 ratio with trees from the recommended list. Recommended trees with a DBH of 24 inches or greater shall be replaced at a 2:1 ratio with trees from the recommended list and having a minimum DBH of four inches.

a) *Recommended trees. ~~The following tree replacement species are suggested, and may be used as replacement stock without prior approval. Other replacement trees may be used but must be native to Florida and be approved by the City Manager. The City Council, by resolution, will adopt a list of trees for planting as stated in "Selecting and Planting Trees for the Central Florida Urban Forest", by the Florida Urban Forestry Council. This resolution and recommended tree list will be in file in the City Clerk's office.~~*

- 1) ~~Live Oak;~~
- 2) ~~Sweet Gum;~~
- 3) ~~Sycamore;~~
- 4) ~~Bald Cypress;~~
- 5) ~~Southern Magnolia;~~
- 6) ~~Dahoon Holly;~~
- 7) ~~Southern Red Cedar;~~
- 8) ~~Flowering Dogwood;~~
- 9) ~~Chickasaw Plum;~~
- 10) ~~Fringe Tree;~~
- 11) ~~Wax Myrtle;~~
- 12) ~~Winged Elm/Corked Elm;~~
- 13) ~~Chinese Elm;~~
- 14) ~~Magnolia, "Little Gem;"~~
- 15) ~~River Birch;~~
- 16) ~~Shumard Oak;~~
- 17) ~~Slash Pine;~~
- 18) ~~Swamp Chestnut Oak;~~
- 19) ~~Sweetbay Magnolia;~~
- 20) ~~Tulip Poplar;~~
- 21) ~~Crape Myrtle;~~
- 22) ~~East Palatka Holly;~~
- 23) ~~Golden Trumpet;~~
- 24) ~~Japanese Privet;~~

- ~~25) Loquat;~~
- ~~26) Redbud;~~
- ~~27) Canary Island Date Palm;~~
- ~~28) Chinese Fan Palm;~~
- ~~29) Sabal Palm;~~
- ~~30) Washingtonia Palm;~~
- ~~31) Laurel Oak; and~~
- ~~32) Water Oak.~~

b) Restricted trees. The City Council will adopt, by resolution, a list of restricted trees which will be kept on file in the City Clerk's office. The following trees shall not be used as replacement stock within the City:

- ~~1) Silk Oak (Grivellea robusta);~~
- ~~2) Chinaberry (Nebia azedarch);~~
- ~~3) Jacaranda (Jacaranda acutifolia);~~
- ~~4) Cajeput or Punk Tree (Melaluca leucadendra);~~
- ~~5) Australian Pine (Casuarina species);~~
- ~~6) Florida Holly or Brazilian Pepper (Schinus terebinfolius);~~
- ~~7) Cama Eucalyptus (Eucalyptus camaldulensis);~~
- ~~8) Chinese Tallow Tree (Sapium sebiferum);~~
- ~~9) Ear Tree (Enterlobium cyclocarpum);~~
- ~~10) Mimosa (Albizzia julibraissin);~~
- ~~11) Paper Mulberry (Broussonetia papyrifora); and~~
- ~~12) Camphor.~~

6) *New developments.*

1 a) *Subdivisions.* The information required in subsection (d)(1) shall be submitted as part of the
2 preliminary plat for all new residential and nonresidential subdivisions. The final plat approval
3 shall constitute a tree removal permit for the purposes of this section.

4 b) *Site plans.* The information required in subsection (d)(1) shall be submitted as part of the site
5 plan for all new commercial, professional-office, industrial and multifamily residential
6 developments. The building permit shall constitute a tree removal permit for the purposes of this
7 section.

8 c) *Tree protection during construction.*

9 1) Following development approval, it shall be unlawful for any person, during the construction
10 of any structures or other improvements, to place solvents, material, construction
11 machinery or temporary soil deposits within the dripline of any tree designated to remain.

12 2) It shall be the responsibility of the developer or applicant to ensure that any tree designated
13 to remain be protected. The property owner shall guarantee survival of retained or
14 replacement trees for one year from the acceptance of the subdivision improvements by the
15 City or the issuance of a certificate of occupancy for site plans, whichever is later.

16 3) If posts are used as protective barriers, they shall be placed at points not closer than one-
17 half the radius of the dripline of the protected tree. Each section of the barrier shall be
18 clearly visible (flagged with brightly colored plastic tapes or other markers). No attachments
19 or wires other than those of a protective or nondamaging nature shall be attached to
20 any tree.

21 4) The City may conduct periodic inspections of the site. It is the responsibility of the applicant
22 to ensure that all provisions of this section are met.

1 7) *Spacing*

2 a) *Trees with the capability of exceeding 30' in height must not be planted less than 25' from a*
3 *property line; except in special plantings designed or approved by a landscape architect.*

4 8) *Distance from Curb and Sidewalk*

5 a) *The distance trees may be planted from curbs or curb lines and sidewalks must have a 4' setback.*

6 b) *The use of root barriers is required and determined at the discretion of the City Manager.*

7
8 9) *Distance from Street Corners and Fireplugs*

9 a) *No Tree shall be planted closer than 35 feet of any street corner, measured from the point of*
10 *nearest intersecting curbs or curb lines. No Tree shall be planted closer than 10 feet of any*
11 *fireplug.*

12 b) *No tree which may reach a height of 15' or more may be planted less than 25' from the foundation*
13 *of any public or commercial structure.*

14 c) *The use of root barriers is required and determined at the discretion of the City Manager.*

15
16 10) *Utilities*

17 a) *No Trees may be planted under or within 10 lateral feet of any overhead utility wire, or over or*
18 *within 5 lateral feet of any underground water line, sewer line, transmission line or other utility.*

19 b) *The use of root barriers is required and determined at the discretion of the City Manager.*

20 11) *Public Tree Care*

21 a) *The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within*
22 *the lines of all streets, alleys, avenues, lanes, squares and public grounds and City right-of-ways, as*
23 *may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of*
24 *such public grounds.*

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1 b) *The City may remove or cause or order to be removed, any tree or part thereof which is in an*
2 *unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas*
3 *lines, water lines, or other public improvements, or is affected with any injurious fungus, insect or*
4 *other pest. This Section does not prohibit the planting of trees by adjacent property owners*
5 *providing that the selection and location of said trees is in accordance with Sections 5(a) of this*
6 *ordinance.*

7 c) *It is unlawful for any person to:*

8 i. *Fasten a carriage, animal, bike, motor vehicle of any kind to any tree, shrub, tree guard or*
9 *tree support.*

10 ii. *Authorize or procure any gas, hot water, brine, oil, herbicide, pesticide, chemicals, dye, or*
11 *other substance detrimental to tree life to lay, pour, flow, leak, or drip into the soil about the*
12 *base of a tree in any public highway, street, avenue, public right-of-way, or public place.*

13 iii. *Allow a tree on public right-of-way to be injured or removed during the erection, repair,*
14 *removal or alteration of any building or structure.*

15 iv. *Build or kindle a fire near any tree or any public right-of-way, as to endanger the trunk, limb,*
16 *or foliage of such tree.*

17 v. *Attach any advertisements to any tree or shrub in any street, highway, avenue or public right-*
18 *of-way.*

19 vi. *Lay any pavement within three (3) feet of the base of the trunk of any tree on public right-of-*
20 *way or deposit any stone, gravel, cement, lumber, or other materials in such a way as to*
21 *obstruct the free access of air and water to the roots of any tree in such right-of-way.*

22 vii. *Attach or keep attached to any public tree any ropes, wires, chains, or other device*
23 *whatsoever, except that the same may be attached to any tree as support or protection*
24 *thereof. This prohibition shall not apply to the seasonal attachment of holidays lights.*

1 viii. *During the erection, repair, alteration or removal of any building, sidewalk, or structure, it is*
2 *unlawful for the person in charge of such erection, repair, alteration or removal to leave any*
3 *public tree in the vicinity of such building or structure without good and sufficient guard or*
4 *protector as to prevent injury to such tree or its roots arising out of, or by reason of such*
5 *erection, repair, alteration or removal*

6 ix. *Abuse, destroy or mutilate any public tree.*

7 x. *Perform any minor tree work on any public tree without a permit.*

8 12) *Tree Topping and/or hat racking*

9 a) It shall be unlawful for any person, firm, or City department to top and/or hat rack any tree on
10 public property. Topping is defined as the severe cutting back of limbs to stubs larger than three
11 inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and
12 disfigure the tree. Hat racking is defined as the destructive act of improperly trimming a tree,
13 leaving stubs, tears, stripped branches, unnecessary wounds and other irreparable damage. Trees
14 severely damaged by storms or other causes, or certain trees under utility wires or other
15 obstructions where other pruning practices are impractical may be exempted from this ordinance
16 at the determination of the City Manager.

17 13) *Pruning and Corner Clearance by Private Property owners and by Utilities*

18 a) Every owner of any tree overhanging any street or right-of-way within the City shall prune the
19 branches so that such branches shall not obstruct the light from any street lamp or obstruct the
20 view of any street intersection and so that there shall be a clear space of fourteen (14) feet above
21 the surface of the street and eight feet (8') above the surface of the sidewalk. Said owners shall
22 remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a
23 hazard to the safety of the public. The City shall have the right to prune any tree or shrub on
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25

1 private property when it interferes with the proper spread of light along the street from a street
2 light or interferes with visibility of any traffic control device or sign.

3 b) Pruning for or by Utility will require the franchise to obtain a written permit from the City. A City
4 franchised utility maintaining its utility system in the street may prune or cause to be pruned, in
5 accordance with this chapter and using proper arboricultural practices in accordance with the
6 permit, any tree located in or overhanging the street which interfered with any light, pole, wire,
7 cable, appliance or apparatus used in connection with or as part of a utility system. The permit
8 may be issued as a City-wide permit valid for one year if the utility adequately demonstrates the
9 ability to meet the performance requirements of this chapter and to consistently apply proper
10 arboricultural practices to the pruning of trees.

11 c) The utility shall provide the City written notice of any pruning work at least three (3) working days
12 prior to the start of the work.

13 d) In those cases where a tree cannot be pruned in such a manner as to preserve the physical or
14 aesthetic integrity of the tree, the tree may be removed and replaced by the utility at its own
15 expense and in compliance with the replacement provision of this chapter.

16 *14) Dead or Diseased Tree Removal on Private Property*

17 a) The City shall have the right to cause the removal of any dead or diseased trees on private property
18 within the City, when such trees constitute a hazard to life and property, or harbor insects or
19 disease which constitutes a potential threat to other trees within the City. The City will notify in
20 writing the owners of such trees. Removal shall be done by said owners at their own expense
21 within sixty (60) days after the date of service of notice. In the event of failure of owners to comply
22 with such provisions, the City shall have the authority to remove such trees and charge the cost of
23 removal on the owner's property tax notice.

1 15) *Removal of Stumps*

- 2 a) In addition to the standards of the National Arborist Association, all stumps of street and park trees
3 shall be removed to a depth of six (6) inches below the surface of the ground.

4 16) *Sidewalk, Walkway, Curbing or Roadways Damaged by Roots*

- 5 a) Any street and park trees whose roots have damaged any sidewalks, curbing, roadways and the
6 owner is unable to remove the hazard by root grinding the tree will be removed at City expense
7 and replaced with a recommended tree species. The owner of the property will be given a choice
8 of not less than three (3) tree species for replacement. Replacement will take place within one
9 year of removal at the convenience of City and owner.

10 17) *Interference with City*

- 11 a) It shall be unlawful for any person to prevent, delay or interfere with the City, or any of its agents,
12 while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of
13 any Trees on private grounds, as authorized in this ordinance.

14 18) *Appeal. If a tree removal permit is denied by the City Manager without prior review by a City
15 designated arborist, the owner may appeal the City Manager's decision by making a written request
16 for review by a City designated arborist and paying the fee for such review, both within ten days of
17 the written notice of denial. If the designated arborist certifies the tree is a restricted tree or meets
18 the criteria of subsection 48-63(d)(4)f., the City Manager shall issue the permit.*

19 19) *Term of permit. A tree removal permit issued to the owner of a developed property shall remain in
20 effect for one year from the date of issuance. If the action applied for is not completed within the
21 permit's effective date, a new tree removal permit must be obtained.*

22 20) *Removal protection. All replacement trees, regardless of DBH, shall be protected from removal
23 pursuant to the provisions of this section.*

24 21) *Tree replacement must be completed within 12 months of the approved removal application.*

25

1 ~~(c) Variances and penalties.~~

2 1) ~~Variances.~~ Variances to this section may be applied for in accordance with the variance section of this Land
3 Development Code (chapter [42](#), article III).

4 e) *Penalties.*

5 1) Violations of this section shall be subject to the following:

6 a) Where violations of this section have occurred, remedial action shall be taken to restore the property
7 consistent with a restoration plan approved by the City Manager or the City Manager's designee. The
8 restoration plan shall require tree replacement ~~from the recommended list at not less than 2:1 and not~~
9 ~~more than 4:1; and~~ according to the following:

DBH – Removal Tree	Number of Replacement Trees
6" up to but not including 12"	1 tree
12" up to but not including 18"	2 trees
18" up to but not including 24"	3 trees
24" and above	4 trees

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18 b) No certificate of occupancy or certificate of completion shall be issued for any development or project
19 until all applicable permit or restoration plan conditions have been accomplished. For developed
20 properties, failure to take the remedial action required by the restoration plan shall constitute a
21 continuing violation of this section, and shall be referred to the code enforcement ~~board~~ magistrate for
22 enforcement as provided by [chapter 14](#), article II of this Code; and

23 c) ~~The City shall fine the applicant \$250.00 per tree, having a DBH of less than six inches and \$500.00~~
24 ~~per tree having a DBH of six or more inches, which was removed in violation of this section.~~ Any person or
25 persons found in violation of this section shall be fined by an amount set by the City Council.

- 1 d) Any person or persons who violate any of the provisions of this chapter shall be required to reimburse
2 the City for any costs incurred for treatment or removal and replacement of the tree or repair of the box
3 or casing around the tree, including total personnel services, costs, materials and an additional charge of
4 ten percent for administrative overhead.
- 5 e) If, as the result of the violation of this chapter, the injury, mutilation, or death of a public tree or
6 vegetation located in a right-of-way is caused, the cost of care, repair or replacement of a similar size tree
7 or vegetation shall be borne by the party in violation. Replacement cost includes the cost of tree or
8 vegetation and stump removal will be determined by the market intrinsic value.
- 9 f) For new development, the developer, or property owner is responsible to insure the planted trees and
10 shrubs have the proper care for a period of one year after the project close-out. The developer may be
11 required to issue a performance bond, or place a deposit, with the City in the event the trees need to be
12 replaced within the one-year period.
- 13 g) Any person or persons who have previously been found in violation of this section may be required to post
14 additional assurances in the form of performance bond, cash, or any other financial vehicle acceptable to
15 the City.

16 2) *Tree trust fund.* In lieu of tree replacement as required by subsection (d)(5), the City Manager may approve
17 the payment by the owner of ~~\$250.00~~ in an amount set by the City Council per tree removed but not replaced
18 to be paid into a tree trust fund. The tree trust fund shall be established from all monies collected pursuant to
19 this [section 48-63](#). The tree trust fund shall be used to plant trees of the recommended species on public
20 property, such as, but not limited to, public parks and rights-of-way. The tree trust fund may also be used to
21 fund grants to private individuals who establish financial need to replace trees that are removed pursuant to
22 this section.

1 **SECTION 2. Codification.** This Ordinance shall be incorporated into the Land Development Code of the City of Belle Isle,
2 Florida. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to
3 effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions,
4 alterations, and omissions not affecting the construction or meaning of this ordinance or the Land Development Code
5 may be freely made.

6 **SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is
7 for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive,
8 procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and
9 such holding shall not affect the validity of the remaining portions of this Ordinance.

10 **SECTION 4. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision
11 of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

12 **SECTION 5. Effective Date.** This Ordinance shall become effective immediately upon adoption by the City
13 Council of the City of Belle Isle, Florida.

14 First reading on December 4th, 2018.

15 Second Reading and Adoption this _____ day of _____, 2018.

	YES	NO	ABSENT
18 Ed Gold	_____	_____	_____
19 Anthony Carugno	_____	_____	_____
20 Jeremy Weinsier	_____	_____	_____
21 Mike Sims	_____	_____	_____
22 Harvey Readey	_____	_____	_____
23 Jim Partin	_____	_____	_____
24 Sue Nielsen	_____	_____	_____

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ATTEST:

Yolanda Quiceno, CMC

Lydia Pisano, Mayor

City Clerk

Approved as to form and legality

For use and reliance by the City

Kurt Ardaman, City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that the above and foregoing document

ORDINANCE 18-02 was duly and legally passed by the Belle Isle City Council, in session assembled on the _____ day of

_____, 20____, at which session a quorum of its members were present.

Yolanda Quiceno, CMC-City Clerk



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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Land Development Code Change for Commercial Planned Developments

Background: At the November 13 Council meeting, the staff introduced a proposed ordinance to amend the Land Development Code (LDC) to allow for Planned Development (PD) in the commercial zones and recommended that these changes be made to the LDC. This amendment was recommended by the P&Z Board.

The Council accepted the recommendation of the P&Z Board and directed staff to advertise the proposed ordinance for the first reading.

Staff Recommendation: Read Ordinance 18-14 for the first time and move the ordinance forward for a second reading.

Suggested Motion: I move that we move Ordinance 18-05 to a second reading and adoption at the next Council Meeting.

Alternatives: Do not accept the P&Z recommendations

Fiscal Impact: None

Attachments: Draft Ordinance 18-05

1 **WHEREAS**, the City of Belle Isle Planning and Zoning Board, acting in its capacity as the Local Planning Agency,
2 at the April 24, 2018, public hearing, found the revised regulations to be consistent with the City of Belle Isle
3 Comprehensive Plan and recommended that the City Council adopt the revised planned development district
4 regulations; and

5
6 **WHEREAS**, the City Council held two (2) public hearings on May 1, 2018, and May 15, 2018, to receive public
7 comments, and considered the recommendation of the Planning and Zoning Board and the proposed planned
8 development district regulations; and

9
10 **WHEREAS**, the Board has found and determined that the adoption of the proposed revised planned
11 development district regulations will foster and preserve the public health, safety and welfare and aid in the
12 harmonious, orderly and progressive development of the City, and thus serve a valid public purpose.

13
14 **NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS,**

15 **Section 1. Recitals**

16 The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part
17 of this ordinance.

18
19 **Section 2. Land Development Code Amendment**

20 Chapter 54, Article III of the City Land Development Code Section 54-77 is hereby amended, as follows:

21 **Sec. 54-77. - Planned development district PD.**

22 (a) *Intent and purpose of district.* The intent and purposes of the planned development district are
23 as follows:

1 (1) To provide for planned residential or commercial development communities, compatible with
2 surrounding areas, consistent with the density or intensity permitted under the comprehensive plan,
3 containing a variety of ~~residential~~ structures and diversity of building arrangements. Under no
4 circumstances does this district permit ~~residential~~ densities or intensities greater than that available
5 under the land use classification for that property.

6 (2) To allow diversification of uses, structures and open spaces in a manner compatible with existing
7 and permitted uses on abutting properties.

8 (3) To reduce improvement costs through a more efficient use of land and smaller networks of
9 utilities and streets than is possible through application of conventional zoning districts.

10 (4) To ensure that development will occur according to limitations of use, design, density, coverage
11 and phasing as set forth on an approved final development plan.

12 (5) To preserve the natural amenities and environmental assets of the land by encouraging the
13 preservation and improvement of scenic and functional open areas.

14 (6) To encourage an increase in the amount of usability of open space areas by permitting a more
15 economical and concentrated use of building areas than would be possible through conventional
16 ~~subdivision~~ development practices.

17 (7) To provide maximum opportunity for application of innovative concepts of site planning in the
18 creation of aesthetically pleasing ~~living~~ environments on properties of adequate size, shape and
19 location.

20 (b) *Definitions.* For the purposes of the planned development district, the following definitions shall
21 apply:

22 (1) *Open space* means the gross acreage exclusive of buildings, vehicular accessways and parking
23 areas.

(2) *Recreation space* means any open space having a minimum size of 10,000 square feet, a minimum average dimension of 100 feet and a minimum dimension of 50 feet, and improved for recreational use. Improved trails and paths may also qualify as recreation space.

(c) *Uses permitted.* The following uses shall be permitted in the planned development district if designated on an approved final development plan:

(1) Attached and detached single-family dwelling units.

(2) Attached multifamily dwelling units.

(3) ~~Public areas compatible to residential uses and limited to the use only, of the residences of the proposed district.~~

(4) Communication towers and antennas.

(5) Commercial uses consistent with the C-1 or C-2 zoning district.

(d) *Site development standards.* Site development standards in the planned development district shall be as follows:

~~(1) The criteria for establishing the densities and height of structures based upon land use classification are as follows:~~

Maximum Units per Net Acre		
Net Density (units/acre)	Maximum Height (feet)	Land Use Classification
3.5 or less	35	Low Density Residential
3.6 to 5.5	35	Low Density Residential
5.6 to 10.0	30	Medium Density Residential
10.0 or more	30	High Density Residential

-

1 (2) The following site development standards shall apply, unless specifically waived by finding of the
2 board and the council that the unique characteristics of the development in question make
3 unnecessary the application of one or more of these provisions in order to carry out the intent and
4 purposes of the planned development district:

5 a. The natural topography, soils and vegetation should be preserved and utilized, where possible,
6 through the careful location and design of circulation ways, buildings and structures, parking areas,
7 recreation areas, open space and drainage facilities. Removal of mature trees shall be compensated
8 through regulations in the tree section.

9 b. All planned development districts shall conform to chapter 50, article III, for landscaping, parking
10 and other development standards.

11 c. In residential planned developments, a A minimum of 25 percent of the gross area of the project
12 shall be designated for recreation and open space. Recreation areas shall include, by way of example
13 not by way of limitation, swimming pools, tennis courts, playgrounds and fitness courses. Open space
14 shall include, by way of example not by way of limitation, lakes, wetlands, fields, and picnic areas.
15 Open space shall not include areas required to meet setbacks, retention ponds and parking areas. All
16 recreation and open space areas used to meet the 25 percent shall be located in areas retained in
17 common ownership. Adequate provisions shall be made to eliminate problems of noise and lights to
18 adjacent property.

19 d. The proposed lighting, access points or activities resulting in high noise levels, and location or
20 arrangement of structures should not be detrimental to existing or future adjacent land uses or to the
21 existing or future development of the neighborhood.

22 e. Streets to be dedicated to the public shall be designed and built in accordance with the
23 appropriate sections of the subdivision regulations. Streets and driveways shall be constructed in
24 accordance with adopted road construction specifications and designed to provide for the free
25

1 movement and safety of vehicular traffic, and to provide safe, efficient and convenient access to land
2 uses within the development and to roadways adjacent to the development. The local, collector and
3 arterial street system must provide adequate access to the development, and properly accommodate
4 traffic generated by the development. Local streets shall provide access within the planned
5 development district in a manner that will discourage through traffic and provide for convenient
6 accessibility to parking areas serving each group of units.

7 f. Wherever practicable, vehicular and pedestrian passageways shall be separated. A system of
8 walkways and bicycle paths between buildings, common open spaces, recreation areas, community
9 facilities and parking areas shall be distinctively designed and adequately lighted where appropriate
10 for nighttime use.

11 g. Central water, sewage, and stormwater management systems, and utility lines and/or easements
12 shall be provided in accordance with the appropriate sections of the subdivision regulations.

13 h. All land shown on the final development plan as common open space, private parks and
14 recreation facilities shall be subject to deed restrictions which ensure the payment of future taxes and
15 the maintenance of areas and facilities for a safe, healthful and attractive living environment.

16 i. In order to protect the lakes and canals from destructive activities, no roadways, buildings or other
17 permanent structures shall be permitted within 50 feet of the normal high-water elevation ~~(86-9)~~ of
18 the lakes or canals. Nature walkways, benches and tables are not considered permanent for these
19 purposes.

20 (e) *Approval procedure.* The review and approval procedure for a planned development district shall
21 be as follows:

22 (1) *Preapplication conference.* The applicant shall confer with a panel of appropriate city
23 departments prior to submitting an application for a zoning change to the PD district. The conference
24 is intended to give the applicant an opportunity to discuss the proposed development and to benefit
25

1 from comment by city officials before undertaking the required work program. The panel shall include
2 the following: planning and development, city manager, mayor and administrative services personnel.
3 The city engineer and city attorney shall also be included on the panel. Other local governments
4 and/or state agencies may also be asked to serve on the panel on an as-needed basis. The planning
5 and development department shall coordinate the conference, and ensure all other departments and
6 the applicant are notified of the time and place of the conference.

7 (2) *Preliminary concept plan.* Applications for PD districts shall be accompanied by a preliminary
8 concept plan and supporting documents that properly present necessary basic data:

- 9 a. Location and size of entire proposed development.
- 10 b. Existing topographic character of the land.
- 11 c. Existing and proposed land use classifications.
- 12 d. Table showing existing and proposed use by type, density and building sizes.
- 13 e. Location of existing and proposed streets and roadways.
- 14 f. Identification of areas to be dedicated to the public.
- 15 g. Identification of areas for recreation and open space.
- 16 h. Typical examples of each building type proposed.
- 17 i. Location of proposed buildings.
- 18 j. Surrounding zoning.
- 19 k. Other information from the preapplication conference.

20 The applicant shall also identify the present ownership of all land included in the development, the
21 expected sequence of development, and define the objectives and intent of the PD district. The
22 concept plan should provide enough detail to enable all reviewers to understand the way in which the
23 proposed development will function.

1 Since the review of the concept plan is conducted in a similar manner as proposed subdivision plats,
2 the concept plan may serve as the preliminary plat when platting is required, so the review can be
3 done simultaneously.

4 (3) *Approval of preliminary concept plan and PD district.* The board and the council shall review the
5 PD district concept plan the same as a rezoning. Specifically, the notice requirement for a concept plan
6 shall adhere to the same public hearing requirements as a zoning change. If a PD district concept plan
7 is approved by the council, the city manager shall change the zoning map to designate the property as
8 PD district, and indicate the date of approval.

9 (4) *Development plan.* Within nine months after preliminary concept plan approval, the applicant
10 shall submit a development plan and supporting documents. The review is conducted in the same
11 manner as proposed subdivision plats. If platting is required, the final plat shall be submitted
12 simultaneously with the development plan. Development plans shall include the following
13 information:

- 14 a. Provisions for necessary improvements such as water, sewer, and drainage facilities as well as
15 systems for firefighting and street lighting.
- 16 b. The location and dimensions of all rights-of-way or easements for streets, pedestrian ways,
17 utilities, watercourses, and greenways, as well as proposed subdivision of land.
- 18 c. The relationship of building locations, arrangements, uses and heights to open areas, streets,
19 pedestrian ways, landscaping, property lines and adjacent uses.
- 20 d. Areas proposed to be conveyed, dedicated, or reserved for recreation and open space, and/or
21 public uses.
- 22 e. Covenants/restrictions, conditions, agreements, and grants which govern the use, maintenance,
23 and continued protection of the PD district and common areas.

1 f. Specified design standards applicable to various portions of the PD district as approved by the
2 council.

3 If the applicant fails to obtain approval of the development plan within one year after approval of the
4 concept plan, the zoning classification shall revert to its previous zoning classification. However, if the
5 previous zoning classification is not compatible with the existing and/or future land use classification
6 for that property, the city shall administratively rezone the property to an appropriate zoning
7 classification. The applicant may apply to the council once for an extension of this deadline for a time
8 period not to exceed one year.

9 (5) *Approval of the development plan.* The council shall review the development plan for substantial
10 compliance with the concept plan and other designated requirements. Upon approval by the council
11 at a public hearing, the city manager shall designate said approval and date on the official zoning map
12 for the PD district included in the approved development plan. After the effective date of such
13 approval, the use of land and the construction, modifications, or alterations of any buildings,
14 structures or other improvements within the planned development will be governed by the approved
15 development plan rather than other standards.

16 (6) *Amendments to concept or development plans.* Substantial proposed changes in requested uses,
17 densities, development sequences or other specifications of the concept or development plan may be
18 allowed only after a public hearing and an approval from the council based upon a recommendation of
19 the board. Any changes shall be noted on the official zoning map. Minor proposed changes,
20 alterations, or modifications that do not change the requested uses, densities, or development
21 sequences shall be reviewed and approved by the mayor based upon a recommendation of the
22 director of planning and development.

23 (7) *Construction requirements.* Approved development plans shall remain in full force and effect for
24 as long as the applicant carries on substantial, continuous development. The term "substantial" shall
25

1 mean that physical improvements are visible and continuous shall mean that the developer
2 commences construction in accordance with approved plans within 12 months of approval, and does
3 not cease development for a period longer than 60 days. The council shall have the authority to grant
4 an extension of this time period for up to 12 months, provided a written request is filed with the
5 mayor at least 30 days prior to the expiration of the time period. If the applicant either fails to carry on
6 substantial, continuous development or obtain an extension from the council within one year after
7 approval of the development plan, the zoning classification shall revert to its previous zoning
8 classification. If the previous zoning classification is not compatible with the existing and/or future
9 land use classification for that property, the department shall administratively rezone the property to
10 an appropriate zoning classification.

11 (8) *Breach of agreement.* An unapproved deviation from the accepted development plan shall in
12 addition to all other violations under the Land Development Code and Code of Ordinances constitute a
13 breach of agreement between the applicant and the city. Such deviation may cause the city to
14 suspend construction until such time as the deviations are corrected or the development plan is
15 appropriately modified by the applicant and approved by the council. Failure to correct unauthorized
16 deviations shall be cause for the development plans to be revoked. Construction shall cease and no
17 certificate of occupancy shall be issued until a modified development plan is approved or the
18 deviation is corrected.

19
20 **SECTION 3. Severability**

21 If any section, subsection, sentence, clause, phrase, word, provision or portion of this Ordinance is held by a
22 court of competent jurisdiction to be invalid, unlawful or unconstitutional, such shall not invalidate or impair
23 the validity, force or effect of any other section or portion of a section or subsection of this Ordinance.
24
25

1 **SECTION 4. Conflicts**

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

4 **SECTION 5. Codification**

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

10
11 **SECTION 6. Effective date**

12 This Ordinance shall take effect immediately upon its final passage and adoption by the City Council of the City
13 of Belle Isle, Florida.

14
15 First Reading held this 1st day of May, 2018

16 Second Reading held this 15th day of May, 2018

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

	YES	NO	ABSENT
18			
19			
20 Ed Gold	_____	_____	_____
21			
22 Anthony Carugno	_____	_____	_____
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24 Jeremy Weinsier	_____	_____	_____
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Mike Sims _____

Harvey Readey _____

Jim Partin _____

Sue Nielsen _____

LYDIA PISANO, MAYOR

ATTEST: _____

Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality

Kurt Ardaman, City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, Yolanda Quiceno, CITY CLERK of the City of Belle Isle do hereby certify that the above and foregoing document ORDINANCE 18-05 was duly and legally passed by the Belle Isle City Council, in session assembled on the _____ day of _____ 2018, at which session a quorum of its members were present.

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Yolanda Quiceno, CMC-City Clerk



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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 18-14 False Alarm Ordinance

Background: At the October 30, 2018 Council Meeting, the City Staff requested the City Council to consider a false alarm ordinance. The ordinance requires all active alarm systems to be registered with the Police Department. After suggesting a change in the false alarm penalties the ordinance can be read for the first time.

A false alarm occurs when the alarm system is activated and the Belle Isle Police Department responds, but there is no evidence of unauthorized entry, criminal activity (or reasonable threat of criminal activity) or any other emergency that would require the services of the Police Department. This includes signals activated by accident, negligence, mechanical failure, electrical failure, signals activated intentionally in non-emergency situations and signals for which the actual cause of activation is unknown. An alarm is considered **false** if responding personnel follow normal operating procedures and find no evidence of an unauthorized entry, criminal activity (or reasonable threat of), or other emergency.

BIPD officers must take each and every alarm call seriously. In nearly every case, however, our officers arrive to discover a false alarm was caused by accident or error. This new program will help to ensure that officers are available to patrol our neighborhoods and respond to emergencies.

If the Council decides to move forward with this ordinance, the City will develop the process and brochures necessary to inform the residents.

Staff Recommendation: Read Ordinance 18-14 for the first time and move the ordinance forward for a second reading.

Suggested Motion: **I move that we move Ordinance 18-14 to a second reading and adoption at the next Council Meeting.**

Alternatives: Do not develop a false alarm program

Fiscal Impact: TBD

Attachments: Draft Ordinance

1 **WHEREAS**, due to negligence, improper use, mechanical malfunction and poor design, the use of
2 security alarms within the incorporated limits of Belle Isle frequently result in a number of false alarms
3 being reported to which law enforcement personnel must respond in force; and
4

5 **WHEREAS**, the incidence of false alarms causes a significant misuse of manpower and resources by
6 causing the dispatch of multiple units to the scene of each false alarm, rendering said units out of service and
7 unavailable for response to legitimate emergency situations; and
8

9 **WHEREAS**, the continued frequency of false alarms carries the potential for creating complacency in
10 responding officers, thereby posing a danger to their safety as well as the safety of the citizens of Belle Isle;
11 and
12

13 **WHEREAS**, the City Council finds it necessary to prohibit automatic alarm communication devices
14 which are programmed to make connection with the same telephone lines utilized by police services which,
15 could seize and hold said lines to the exclusion of legitimate emergency calls; and
16

17 **WHEREAS**, the prohibition against the aforementioned automatic alarm communication devices as
18 well as the regulation of alarm systems and their use will result in a significant reduction of false alarms, with
19 the resultant savings in public resources, as well as the safety of the citizens of Belle Isle.
20

21 **NOW THEREFORE, BE IT ENACTED** by the City Council of the City of Belle Isle, Florida, as follows:
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1 **SECTION 1. Recitals Incorporated.**

2 The above recitals are true and correct and are incorporated herein.

3
4 **SECTION 2. Creation of Title.**

5 This Ordinance shall be known and may be cited as the "City of Belle Isle Alarm Control Ordinance".

6
7 **SECTION 3. Definitions.**

8 Unless it is clear from the context that another meaning is intended, the following words, when used
9 in this Ordinance, shall have the meaning attributed to them by this Section:

10 A. Alarm System - means any mechanical, electrical or radio controlled device which is designed
11 to be used for the detection an unauthorized entry into a building, structure or facility, or for alerting others to
12 the commission of an unlawful action within a building, structure or facility, and which emits a sound or
13 transmits a signal or message when activated. Excluded from this definition are devices that do not register
14 alarms that are audible or visible and that do not otherwise communicate outside of the protected building,
15 structure or facility; auxiliary devices installed by telephone companies to protect telephone systems from
16 damage or disruption of service; and alarm systems installed in conveyances for the exclusive protection of
17 such conveyances. Alarms that indicate malfunctions in public utilities are also excluded from this definition.

18
19 B. Alarm User -means the person, firm, business, partnership, association, corporation or other
20 entity who either;

- 21 1. Owns the premises in which an alarm system is installed; or
22 2. Who leases or occupies the premises; or
23 3. Who is designated as the registered gent of the premises; or
24 4. Is the rental/property management company for the premises?

1 C. Automatic Alarm Communication System - means any automatic communication device
2 or automatic telephone dialing alarm system which, upon being activated, automatically transmits to any
3 telephone in the Belle Isle Police Department a recorded message or coded signal indicating the need for
4 an emergency response.

5
6 D. Belle Isle- The City of Belle Isle, Florida.

7
8 E. False Alarm - means an activated alarm that elicits a response by the Belle Isle Police
9 Department when no criminal activity, reasonable threat of criminal activity, unauthorized entry or other
10 emergency requiring the services of the police department
11 exists.

12
13 This definition includes signals activated by accident, negligence, mechanical failure, electrical failure,
14 signals activated intentionally in non-emergency situations and signals for which the actual cause of activation
15 is unknown. A rebuttable presumption shall exist that an alarm is false if in the case of a security alarm,
16 personnel from the police department find no evidence of an unauthorized entry, criminal activity, a
17 reasonable threat of criminal activity, or another emergency requiring the services of the police department
18 after following normal operating procedures. This presumption may be overruled if the alarm user proves
19 that:

- 20 1. In case of a security alarm, an individual activated the alarm based upon a reasonable belief
21 that an unauthorized entry, criminal activity, a reasonable threat of criminal activity, or
22 another emergency requiring the services of the police department actually existed; or
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- 1 2. The alarm system was activated by lightning or an electrical surge that caused physical
2 damage to the alarm system, as evidenced by the testimony of the state-certified or
3 registered alarm system technician who conducted an on-site inspection of the system; or
4 3. The alarm system was activated by some other cause beyond the alarm user's reasonable
5 control.

6
7 G. Key Holder- means any person authorized by the alarm user to enter or provide access to
8 the alarm user's premises for the purposes of enabling the police department to investigate and
9 determine the validity of an alarm and to reset the alarm.

10
11 H. Lock Box System - is a secure key and premise information holding system utilized by the Belle Isle
12 Police Department for the purpose of entering and determining the nature of an alarm activation. Belle Isle
13 Police Department personnel shall not be classified as "key holders".

14
15 I. Panic Alarm- means any mechanical, electrical or radio-controlled device which is personally
16 activated by the alarm user and which indicates that a clear and present danger is presently confronting the
17 alarm user.

18
19 J. Police Department- means the City of Belle Isle Police Department.

20
21 K. Responding Officer- means an officer with the Belle Isle Police Department responding to a security
22 alarm .

1 L. Three Hundred. Sixty-Five {365} day period- means any consecutive Three Hundred, Sixty-Five (365)
2 day period.

3
4 **SECTION 4. Automatic Alarm Communication Systems Prohibited.**

5 A. It shall be unlawful for any person, firm, business, partnership, association, corporation or
6 other entity to install, maintain, or operate an automatic alarm communication system, as defined herein. The
7 owner, operator or lessee of such a system shall disconnect such system within seventy-two (72) hours of
8 receiving notice to do so.

9
10 B. Failure to comply with this section shall constitute a misdemeanor of the second degree,
11 punishable as provided in Chapter 775, Florida Statutes.

12
13 **SECTION 5. Response to Alarms; Determination of Validity.**

14 A. Upon responding to any alarm activated in the incorporated limits of Belle Isle, the responding
15 officer shall make a complete and thorough inspection of the building or premises to determine the validity of
16 the alarm.

17
18 B. If the responding officer determines the alarm to be false, the officer shall so notify the
19 Sheriff's Office communications section in the case of a security alarm. Upon request by the police
20 department, the alarm monitoring company shall provide the name, physical/ mailing address, and phone
21 number of the alarm premises' owner, the alarm premises lessee/occupant, the rental/property management
22 company or the registered agent. This information shall be used to maintain a current database to ensure
23 compliance with the provisions of this Ordinance. Failure by the alarm monitoring company to provide such
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1 information, upon request, will result in fines and penalties for false alarms imposed pursuant to Section 6 of
2 this Ordinance against the alarm monitoring company.

3
4 C. Alarm users shall respond to each activated alarm at their premises within forty five (45)
5 minutes of notification. Response means arrival at the scene of the alarm. Response by a key holder shall
6 constitute response by an alarm user for the purposes of this subsection. In addition to any other penalty
7 provided for herein, failure to respond within forty-five (45) minutes of notification without good cause shall
8 result in a fine of fifty dollars (\$50.00). In addition, the police department may, in their sole discretion, choose
9 not to respond to an alarm in the event they have been informed by the alarm user or some other reliable
10 source that neither the alarm user nor a key holder for the alarm user will respond to the alarm and no
11 legitimate reason for such failure to respond exists. However, the police department shall attempt to respond
12 in all cases where a panic alarm has been activated and in all cases where they have received reliable
13 information that an emergency in fact exists.

14
15 **SECTION 6. False Alarms; Required Corrective Action and Penalties.**

16 A. Regardless of the number of false alarms an alarm user has had within any period of time,
17 whenever it appears that a false alarm was caused by a system malfunction rather than human error or some
18 other external source, the alarm user shall within fifteen (15) days have his or her alarm system inspected and,
19 if necessary, repaired by a state-certified or state-registered alarm contractor. The alarm user shall submit
20 written proof of such inspection and, if applicable, repair to the police department in the case of a security
21 alarm within thirty (30) days of the false alarm.

1 B. The penalties for false alarms shall be as follows:

2
3 I. No fine shall be imposed for the first false alarm within any ninety (90) day period. A
4 warning letter will be issued to the alarm owner.

5
6 2. No fine shall be imposed for the second false alarm within any one hundred and
7 eighty (180) day period unless the alarm user has failed to comply with the requirements of
8 subsection (A), in which case a fine in the amount of Fifty Dollars (\$50) shall be imposed.

9
10 3. The fine for a third within a one hundred and eighty (180) period shall be in the
11 amount of One Hundred and Fifty Dollars (\$150), and any subsequent false alarm shall be in the
12 amount of Two Hundred and Fifty Dollars (\$250), except that the listed fines shall be doubled if the
13 alarm user is not in compliance with subsection (A) at the time of the false alarm triggering the fine
14 occurs.

15
16 C. If an alarm user fails to pay any fine imposed herein within thirty (30) days of the issuance of a
17 citation or does not prevail in an appeal pursuant to Section 8, Appeal, the alarm user forfeits the right to
18 operate his or her alarm system and, unless otherwise required by law, may not operate said system until such
19 fine is paid. Operation of an alarm system in violation of this subsection shall constitute a misdemeanor of the
20 second degree, punishable as provided in Chapter 775, Florida Statutes.

1
2 **SECTION 7. Citation Procedure.**

3 The police department may issue citations for violations of this Ordinance. Citations may be issued to
4 the alarm user in person or by certified mail. As provided in Section 6(c), an alarm user shall have thirty (30)
5 days from the issuance of a citation to pay the fine imposed pursuant to the citation. In the event an alarm
6 user fails to pay any false alarm charge within the thirty (30) day period, the enforcement official may, at his or
7 her discretion, determine that there shall be no response to any alarm activation by the alarm system which
8 has been the cause for the false alarm citation until the fine is paid.

9
10 **SECTION 8. Appeal.**

11 Any alarm user who receives a citation for a false alarm fine shall be entitled to an appeal hearing
12 before the City Manager, or his or her authorized designee. A request for an appeal hearing must be in writing
13 with the reasons why the fine should not be assessed, and shall be made within twenty (20) days from the
14 issuance of the citation. Once the request has been received by the City Manager, a hearing will be scheduled
15 and subsequently conducted as soon as practicable. At the hearing, the alarm user shall have the opportunity
16 to be heard, and to introduce testimony and evidence. Following the conclusion of the hearing, the City
17 Manager, or his or her authorized designee, shall review the testimony, the evidence, and shall determine
18 whether the alarm user has shown good cause why the fine should be withdrawn. The City Manager or
19 designee shall render a decision on the appeal within five (5) business days thereafter. The decision of the City
20 Manager, or designee, shall be the final administrative action by the City of Belle Isle. Upon making a decision
21 on the matter, the City Manager or designee shall notify the alarm user of the decision in writing.

22
23 Failure to either pay the applicable fine or to request an appeal within the aforementioned
24 time periods shall constitute a waiver of the alarm user's right to contest the citation.

1 **SECTION 9. Alarm System Operations.**

2 A. The City of Belle Isle, its officers, employees and agents shall not assume any duty or
3 responsibility for the installation, maintenance, operation, repair or effectiveness of any privately owned
4 alarm system. Those duties or responsibilities shall be the sole responsibility of the owner of the particular
5 premises and system. Additionally, it shall be the responsibility of the alarm user or his or her authorized
6 representatives to silence an activated alarm and thereafter reset it.

7
8 **SECTION 10. Applicability.**

9 This Ordinance shall apply in the incorporated limits of the City of Belle Isle, Florida.

10
11 **SECTION 11. Limitation of Liability.**

12 Nothing herein shall be construed as to create a duty on the part of the Police Department or the City
13 of Belle Isle to respond to any alarm or to otherwise guarantee the safety of any member of the public.
14 Further, the Belle Isle Police Department and the City of Belle Isle expressly retain the discretion to determine
15 whether or not to respond to an alarm, and to otherwise determine the most efficient deployment of law
16 enforcement resources. Nothing herein shall be construed as a waiver of sovereign immunity by the City of
17 Belle Isle.

18
19 **SECTION 12. Disposition of Penalties and Fines.**

20 Fines collected for false alarms shall be forwarded to the director of finance who shall deposit funds
21 received for false security alarms, less costs of notification and collection, into a separate police account for
22 false security alarm funds. These funds shall be used by the police department for training and
23 communication.

1 **SECTION 13. Provision for Inclusion into the Belle Isle City Code.**

2 It is the intention of the City Council of the City of Belle Isle that the provisions of this Ordinance shall
3 become and be made a part of the Code of the City of Belle Isle, and that the sections of this Ordinance
4 may be renumbered or relettered, and the word "Ordinance" may be changed to "Section", "Article", or
5 such other appropriate word or phrase in order to accomplish such intentions.

6
7 **SECTION 14. Liberal, Non-Conflicting Construction.**

8 The provisions of this Ordinance shall be liberally construed such that its purpose is effectively
9 rendered in the interest of the health, safety and welfare of the citizens and residents of the City of Belle
10 Isle. Likewise, such provisions shall be interpreted so as to not to conflict with, but be supplemental to, all
11 applicable City of Belle Isle Codes, and all other laws, rules, ordinances and regulations.

12
13 **SECTION 15. Severability.**

14 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by
15 any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining
16 sections of this Ordinance.

17
18 **SECTION 16. Effective Date.**

19 This Ordinance shall take effect upon its approval and publication as required by law.

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21 **FIRST READING:** _____, 2018

22 **SECOND READING:** _____, 2018

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

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YES NO ABSENT

Ed Gold	_____	_____	_____
Anthony Carugno	_____	_____	_____
Jeremy Weinsier	_____	_____	_____
Mike Sims	_____	_____	_____
Harvey Readey	_____	_____	_____
Jim Partin	_____	_____	_____
Sue Nielsen	_____	_____	_____

Lydia Pisano, Mayor

ATTEST: _____
Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality,
Kurt Ardaman, City Attorney

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that the above and foregoing document

4 ORDINANCE 18-14 was duly and legally passed by the Belle Isle City Council, in session assembled on the

5 _____ day of _____, 2018, at which session a quorum of its members were present.

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7 _____

8 Notary

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ORDINANCE NO.: 18-15

AN ORDINANCE OF THE CITY OF BELLE ISLE CREATING A NEW ARTICLE III IN CHAPTER 14 OF THE CITY CODE RELATING TO SUPPLEMENTAL CODE ENFORCEMENT CIVIL CITATION PROVISIONS AND REGULATIONS; PROVIDING ALTERNATIVE PROCESSES AND PROCEDURES FOR CODE ENFORCEMENT CITATIONS; PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES; PROVIDING A POST-DEPRIVATION HEARING PROCESS AND PROCEDURES; PROVIDING ADDITIONAL APPELLATE JURISDICTION POWERS TO BE EXERCISED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, sections 162.13 and 162.21(8), Florida Statutes, provide that Florida municipalities are not limited to the specific code enforcement alternatives set forth therein, and Florida municipalities are not prohibited from enforcing their local codes of ordinances by any other means; and

WHEREAS, certain code violations of an itinerant or transient nature, of a limited duration, those amenable to one-time penalties as opposed to per day penalties and fines, those occurring on public property, on properties not owned or occupied by the alleged violators, or otherwise not amenable to enforcement through pre-deprivation or pre-penalty notice and an opportunity to correct such violations are largely not enforced or are unenforceable by existing city code provisions and code enforcement procedures; and

WHEREAS, the City Council has determined that the creation of a supplemental and alternative code enforcement civil citation process may address the above-referenced code violations that have evaded review or were otherwise not subject to readily compliance and enforcement alternatives given the circumstances relating to particular violations.

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

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

SECTION 2. Amendment. Chapter 14 of the City Code of Ordinances is amended to create a new Article III entitled Supplemental Code Citation Process, which shall read as follows:

ARTICLE III. –Supplemental Code Citation Process

Sec. 14-40. Supplemental code enforcement citation process.

(a) Generally. It is the intention that this article shall provide a cumulative alternative to existing city code provisions and existing Florida law regarding the enforcement of the city’s code of ordinances. Pursuant to this article, all city code inspectors and code enforcement officers may issue civil citations to alleged violators of the city’s code of ordinances. Such citations shall be in a form prescribed by the city and shall contain:

- (1) the date and time of issuance of the citation;
- (2) the name and address of the person to whom the citation is issued;
- (3) the date and time the civil code infraction was committed;
- (4) the facts constituting reasonable cause;
- (5) the number or section of the code or ordinance violated;
- (6) the name and authority of the code inspector or code enforcement officer;
- (7) the procedure for the person to follow in order to pay the civil penalty or to contest or appeal the citation;
- (8) the applicable civil penalty relating to the violation and citation;
- (9) a conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to contest or appeal the citation, then such person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty authorized by law.

(b) Fees and penalties; Citation payment due date. A violation of the city’s code of ordinances shall be punishable under this article by a fine or penalty of up to \$400.00 per violation. Fees for violations shall be due and payable within ten (10) business days from the date of service by U.S. Mail of city written notification or ten (10) business days from the date of hand delivery or posting on the relevant personal property of the violator which constituted the violation or where the violation originated, as applicable, providing notification of the imposition of the fees and penalties set forth herein. The fees and penalties set forth herein are separate and apart from any additional fines, penalties, or remedial measures that the city may assess or impose for violations of this article under federal or Florida law, this code of ordinances, or otherwise as provided herein.

(1) Classification penalties. All violations of city codes or ordinances and the applicable civil penalties under this article shall be classified as follows:

<u>Classification Penalty</u>	<u>Civil Penalty</u>
<u>Class I</u>	<u>\$50.00</u>
<u>Class II</u>	<u>\$100.00</u>
<u>Class III</u>	<u>\$200.00</u>
<u>Class IV</u>	<u>\$300.00</u>
<u>Class V</u>	<u>\$400.00</u>

In the event the particular code or ordinance violated does not set forth the appropriate classification penalty, then such violation shall be punishable as a Class I violation.

(2) Repeat violations. Each successive repeated violation of a particular code or ordinance section shall be subject to a civil penalty for the next higher violation classification. For example, a second violation of a Class I violation will be fined as a Class II violation, a third violation of a Class I violation will be fined as a Class III violation, and so on.

(3) Subsequent codes and ordinances; amendments. City codes and ordinances subsequently enacted or amended may set forth the applicable civil penalties for violations by designating the appropriate violation classification as provided in subsection (1) of this section. In the event no classification is set forth therein, then violations shall be designated Class I violations.

(c) Appeal of fines and fees. Any person determined by the city to be in violation of any provision of the city’s code of ordinances that is cited or assessed penalties under this article may appeal the imposition of any fee or penalty imposed by filing a written request for appeal to the special magistrate within fifteen (15) business days of service or hand delivery of the city’s written citation or notification that imposes any fines or fees relating to a violation of the city’s code of ordinances. The written request for appeal shall also be filed with the city’s code enforcement department or its designees. The written request for appeal must contain a short statement of the grounds for the appeal. The special magistrate, exercising appellate jurisdiction over the matter, shall hear the appeal within sixty (60) days after the filing of the written request for appeal and shall give notice of the hearing to the appellant and the city’s code enforcement department or its designees. The appellant shall pay to the city a fee prescribed by the city commission to cover the administrative costs of such an appeal.

(d) Discretionary authority of special magistrate on appeal. The special magistrate may reduce or waive the fees or penalties imposed based upon appellant's presentation of evidence and testimony relating to any efforts taken to correct the violation(s) in a timely manner, the gravity of the violation(s), and any previous violations committed by the appellant in the previous twelve (12) month period. The city shall be permitted a reasonable opportunity to present its own evidence regarding the reasonableness of any fees imposed and to rebut any evidence or argument presented by the appellant.

(e) Past due fees and penalties for violations occurring on private property. In the event that the fees imposed in accordance with this article are not paid when due for any reason, including but not limited to mistake or inadvertence, the city shall have the right to collect such fees and charges relating to violations occurring on private property as follows:

(1) The city shall serve, by certified mail-return receipt requested and regular U.S. Mail, a notice of non-payment upon the violator and the current owners of the property based on the ownership information appearing on the Orange County Property Appraiser's website. Provided the city sends the notice of non-payment, the violator and/or current owner's failure to receive delivery of such notice of non-payment shall not invalidate or otherwise impact the city's ability to collect the outstanding amount owed through the recording of a lien, maintenance of foreclosure proceedings, or any other remedies provided by Florida law.

(2) The notice of non-payment shall contain:

(i) a description or address of the property from which the violation originated or upon which the violation occurred;

(ii) advise the violator and/or property owner of the amount due and the fee and/or charges that were not paid; and

(iii) advise that in the event the fees and/or charges are not paid within thirty (30) calendar days from the date of the notice of non-payment, that a notice of lien against the applicable property upon which the violation originated or upon which the violation is located may be recorded in the official records of the county and such notice of lien may be foreclosed upon by the city to collect the outstanding sums owed plus accrued interest and attorneys' fees and other collection expenses.

(3) If the amount set forth in the notice of non-payment is not paid within thirty (30) days from the date of the notice of non-payment, then the outstanding balance owed to the city shall accrue interest at the rate of twelve percent (12%) per annum until such amount is paid in full; the city may proceed to record a notice of lien against the applicable property in the official records of the county, which, once recorded, shall constitute a lien against the property described therein; and a copy of the notice of lien

shall be served by U.S. Mail to the violator and the property owner at the same addresses as set forth in subsection (2) above.

(4) After the expiration of sixty (60) days from the date of recording of the notice of lien, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted and prosecuted in conformity with the Florida statutory provisions regarding foreclosure proceedings and procedures. The city shall also have the right to bring an action for monetary judgment to collect past due amounts owed.

(5) The violator and the owner shall be responsible, jointly and severally, for and the city shall be entitled to reimbursement for the payment of all collection expenses and costs, including attorneys' fees and litigation costs and recording and filing fees, incurred by the city in the collection of fees and charges, filing of liens, and in actions to foreclose such liens or actions for monetary judgments.

(6) The collection and enforcement procedures set forth in this subsection shall be cumulative with and in addition to any applicable procedures provided in any other ordinance of the city, any applicable Florida law, or any agreement. Failure of the city to follow the procedures set forth in this subsection shall not constitute nor be construed as a waiver of the city's rights to proceed under any other ordinance of the city, in accordance with Florida law, or pursuant to any agreement.

(f) *Past due fees and penalties for violations not occurring on private property.* In the event that the fees imposed in accordance with this article are not paid when due for any reason, including but not limited to mistake or inadvertence, the city shall have the right to collect such fees and charges relating to violations not occurring on private property as follows:

(1) The city, in its discretion, may file suit for the recovery of any fees and penalties issued pursuant to this article or otherwise obtain a monetary judgment to collect past due amounts owed, initiate code enforcement proceedings relating to the violation, or pursue any other additional fines, penalties, or remedial measures that the city may assess or impose for violation of this article under federal or Florida law, this code of ordinances, or otherwise as provided herein. In such event the violator shall be responsible for and the city shall be entitled to reimbursement for the payment of all collection expenses and costs incurred by the city in the collections of any such past due fees and penalties for violations not occurring on private property.

(2) The collection and enforcement procedures set forth in this subsection shall be cumulative with and in addition to any applicable procedures provided with and in addition to any applicable procedures provided in any other ordinance of the city, any applicable Florida law, or any agreement. Failure of the city to follow the procedures set forth in this subsection shall not constitute nor be construed as a waiver of the city's

rights to proceed under any other ordinance of the city, in accordance with Florida law, or pursuant to any agreement.

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

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

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

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

FIRST READING: _____, 2018

SECOND READING: _____, 2018

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

CITY COUNCIL
CITY OF BELLE ISLE

Lydia Pisano, Mayor

ATTEST:

Yolanda Quiceno, City Clerk



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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Ordinance 18-15 Provide Alternative Process and Procedure for Code Enforcement Citations

Background: The current Code Enforcement process and procedures follow FS 162.01 to 162.13. Under these procedures, the Code Enforcement Officer notifies the record owner of the offending property in writing and demand that such owner cause the condition to be remedied. The notice is given by both physical posting on the property in the title of "property owner" and by delivery to the owner or owners as their names and addresses are shown upon the records of the county property appraiser. Then there is a time period before the violation can go to the special magistrate for action. Any time during this process, if the owner corrects the deficiency, then the notice goes away. This can cost the City time and money.

In speaking with the City Attorney's Office, there is a supplemental process to the procedures that the City can use to cite a violator and have that person pay a fine within 10 days just as they would a parking ticket. The City Staff believes that this is a better way to handle code violations in a more expeditious manner.

Staff Recommendation: Read Ordinance 18-15 for the first time and move the ordinance forward for a second reading.

Suggested Motion: I move that we move Ordinance 18-15 to a second reading and adoption at the next Council Meeting.

Alternatives: Do not approve ordinance and continue the process as it is.

Fiscal Impact: TBD

Attachments: Ordinance 18-15



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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Rules of Council

Background: Over the past year, the City Council requested rules on the procedures for meetings and decorum. The Charter of the City of Belle Isle provides for open meetings of the city council at which reasonable opportunity shall be given for citizens to be heard under such rules as the council may provide. The City Charter also provides for Council to adopt its own Rules of Procedure. The rules establish guidelines to be followed by all persons attending a city council meeting, including members of the city council, administrative staff, news media, and visitors.

The rules have been reviewed and edited by the City Attorney's Office and incorporated in the document.

Staff Recommendation: Adopt the policy.

Suggested Motion: I move that we adopt the Resolution 18-16, Rules of Procedure for the Belle Isle City Council.

Alternatives: Make additional changes to the proposed rules or do not adopt the rules at all.

Fiscal Impact: None

Attachments: Resolution 18-16 and Rules

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EXHIBIT A -RESOLUTION NO. 18-16
Rules of Procedure for the City Council and the Boards and Committees
City of Belle Isle, Florida

Exhibit A – RESOLUTION 18-16
Rules of Procedure for the City Council
and the Boards and Committees
City of Belle Isle, Florida



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ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 Authority.

Article III, Section 3.08 of the City Charter of the City of Belle Isle, Florida grants the City Council the right to determine its own rules of procedure; the following rules are enumerated under and by authority of said provision.

1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council but shall apply to all other boards, commissions, and committees of the City of Belle Isle.

1.3 Amendment.

These rules may be amended or new rules adopted, by a majority vote of the members of the City Council present.

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the Agenda, shall be: (1) the U.S. Constitution and statues of the United States of America; (2) The Florida Constitution and statues of the State of Florida; (3) the City Charter; (4) the Code of Ordinances of the City of Belle Isle, Florida; (5) these rules; and, (6) Rosenberg’s Rules as amended and set forth herein.

2.2 Council/Staff Relationships and Communications.

The Council shall contact City employees through the City Manager. Council Members will refrain from giving orders or direction to any subordinate of the City Manager, either publicly or privately. Work assignments and policy direction should come from the elected body as a whole and not from individual members.

2.3 Meetings Shall Be Public.

All meetings of the City Council shall be public, and notices thereof shall be posted as provided under the Florida State Statues, Chapter 286, Government-in-the-Sunshine Law. Except in the case of an emergency meeting, notice of all meetings shall be given at least 72 hours before the time set for any meeting. If special accommodations are required, please contact the City Clerk a minimum of 24 hours in advance at 407-851-7730.

2.4 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council, as well as the terms and provisions of Rosenberg’s Rules of Order, as amended herein and when not inconsistent with these rules.

2.5 Regular Meetings.

Regular meetings of the City Council shall be on the first and third Tuesday of each month at 6:30 PM, as the council, may prescribe by rule at the second meeting of April for each coming 12-month term.

Meetings will run until 9:00 PM and then adjourn. Any business not concluded by 9:00 PM will be carried over to the next regularly scheduled meeting unless a motion is passed by the Council to continue. The Council may pass a motion to continue the meeting for up to an additional hour but no longer. The Council will pass a motion to extend the meeting time only for items on the agenda that their approval is time sensitive and cannot be delayed until the next meeting (i.e., contract approval, bids, time-sensitive items from another organization).

The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate.

2.6 Special/Town Hall Meetings.

Special meetings of the City Council may be called, upon the request of the Mayor or a majority of Council Members. A request for a special meeting shall be filed with the City Manager in written/electronic format unless made at a regular meeting at which a quorum of Council Members present. The City Manager and all Council Members shall be notified of all special meetings.

2.7 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and notice is posted two (2) hours before the meeting is convened. Notice shall also be provided to the media in accordance with the Florida Government-in-the-Sunshine Law, Chapter 286.

2.8 Work Sessions.

Work Sessions are called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council.

2.9 Executive Sessions.

Executive Sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 286.0113 of the Florida State Statutes. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an Executive Session as stated on a posted agenda during a regular or special meeting if a motion is duly made and seconded and affirmed by a majority of the Council. However, before the said session begins, the presiding officer shall announce that the Executive Session is commencing. The order in which an Executive Session may appear on the agenda is subject to the discretion of the City Council. A certified record of the meeting will be created by the presiding officer or his or her designee, sealed and permanently kept, subject to opening by Court order. No voting or action shall be taken by the City Council during an Executive Session. No other subject but that posted on the agenda is to be considered. Adjournment of the Executive Session and any vote needed shall be made during the open public meeting.

A member of the governmental body who, without lawful authority, knowingly discloses to a member of the public the certified agenda for a meeting that was lawfully closed to the public under the Open Meetings Act is liable for: (a) actual damages; (b) reasonable attorney fees and court costs; and possibly (c) exemplary damages. The presiding officer must certify that the agenda is a true and correct record of the executive session. The certified agenda must include (1) a statement of the subject matter of each deliberation, (2) a record of any further action taken, and (3) an announcement by the presiding officer at the beginning and the end of the closed meeting indicating the time and date.

2.10 Recessed Meetings.

No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

2.11 Quorum.

A "quorum" is defined as a majority of the governing body unless otherwise defined by applicable law, rule or charter. A quorum of a governmental body's members must be present in order for the governmental body to exercise the authority delegated to it. A quorum of any governmental body must be present to convene an open meeting of that body under the Act.

2.12 Conflict of Interest.

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest statement with the City Clerk as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest questionnaire has already been filed.

A Council Member prevented from voting by a conflict of interest shall step down from the dais and take a seat in the audience, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way, shall not attend Executive Sessions regarding the matter, and shall otherwise comply with the state law and city ordinances concerning conflicts of interest.

2.13 Presiding Officer.

The Mayor shall serve as the presiding officer for all meetings of the City Council. In the absence of the Mayor, the Vice-Mayor shall serve as the presiding officer. In the absence of the Vice-Mayor, the City Manager shall call the meeting to order if a quorum of the Council is present and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve in such capacity until the meeting is adjourned.

The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the Presiding Officer are final unless overruled by the City Council through a Motion to Appeal as described in the City Charter.

The Presiding Officer is entitled to participate in the discussion and debate, but debate but is not entitled to vote on business before the City Council. The Presiding Officer of boards and commissions is

entitled to vote on business before the Board or Commission, and Commission and shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in attendance.

The Mayor, as the Presiding Officer, should follow the principles below:

- “Be on time and start on time.”
 - “Be organized. The presiding officer should have a detailed, well-prepared agenda and stick to it.”
 - “Be prepared. The presiding officer should be familiar with the procedural rules...”
 - “Be a teacher. The presiding officer should keep the group working together by explaining procedure clearly and communicating the next order of business. If a motion is confusing, it is his [her] duty to clarify it. This may mean helping a member rephrase a motion.”
 - “Be in control of the floor. The presiding officer should ‘assign’ the floor by recognizing those members who wish to speak by calling them by name. No other member may interrupt or call out remarks without being out of order. The presiding officer should remind such a member that the floor has been assigned and request that his [her] remarks be held until the floor has been assigned to him [her]. In addition, private discussion between members while another has the floor is out of order and disruptive members should be reminded of this rule.”
 - “Be impartial. The presiding officer should impartially call on members wishing to speak. He [she] should give members on both sides of an issue an opportunity to speak...”
 - “Be composed. The presiding officer should remain calm and objective, keeping the meeting moving.”
 - “Be precise. The presiding officer should always restate the motion before taking a vote. After taking the vote, he [she] announces the result of the vote by interpreting the action taken. The presiding officer should always be certain about the results of a voice vote. He [she] may retake the vote by requesting a show of hands on his [her] own accord.”
 - “Be focused. The presiding officer should not allow irrelevant discussion. Restate the question and, if necessary, directly request the member to ‘confine remarks to the pending question.’”
 - “Be temperate. The presiding officer should use the gavel sparingly, tapping it once to open and close the meeting.”
- * taken from “Roberts Rules in Plain English”

2.14 Minutes of Meetings.

The City Clerk shall keep an account of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Florida.

2.15 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a majority vote of the City Council and may be amended in a similar fashion if such amendment was introduced at the previous regular meeting of the City Council and shall have received preliminary approval of the City Council at such meeting. For the purpose of this section, preliminary approval shall mean motion and a second with a majority vote to preliminary approve the amendment.

ARTICLE 3. PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result while permitting the minority also to express itself and fully participate in the process.

3.2 Model Format for an Agenda Item Discussion.

The council recognizes and appreciates the importance of council discussion at every stage in each process. Debate/discussion is allowed prior to requiring a motion and second. During the debate/discussion, the presider shall call on a member who has not spoken on the issue before recognizing someone who has already spoken.

Council members shall avoid personal remarks directed toward individual council members. The presiding officer shall politely rule all such remarks as out of order. The council should follow the following debate/discussion principles*:

- “It is a good idea to begin your debate by telling the members which side you are speaking on...”
- “Organize your thoughts. Pay close attention to your delivery. Speak clearly and slowly, project your voice, and say it like you mean it. Organize your thoughts into two or three main points and communicate them during your debate time...Keep focused on the major reasons why you have taken your stand. Consider this as part of your meeting preparation.” *It’s a good idea to bring your concise notes to the meeting with you and actually take notes during the meeting to help you frame your debate/discussion comments.*
- “Only speak when called on” [by the presiding officer].
- “Direct all comments to the chair. Avoid directing comments to another member.”
- “Don’t be disruptive. Side conversations are not allowed.”
- “You can make corrections. If you hear information that you know is inaccurate, you have the right to call attention to the inaccuracy and to have the accurate information shared with the group. ... this must be done politely.”

* taken from “The Complete Idiot’s Guide to Robert’s Rules”

The following ten steps may be used as a model or guidebook by the presiding officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed and to take action on. Each agenda item can be handled by the presiding officer (Mayor) in the following basic format:

1. *Announce the Item.* The Mayor should clearly announce the agenda item number and should clearly state what the subject matter of the agenda item is by reading the caption for the item being considered.
2. *Receive a Report.* The Mayor should call on the appropriate people to report on the item (usually the City Manager), including any recommendation they might have.
3. *Ask Clarifying Questions.* The Mayor should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

4. *Seek Resident Input.* The Mayor should invite resident comments – or if a public hearing, open the public hearing after a motion, a second and a vote. Upon conclusion, the Mayor should announce that public input is closed, or if a public hearing, make a motion to close the public hearing after close the public hearing.
5. *Motion First.* The Mayor should invite a motion from the City Council after debate is given on the merits of the item. The Mayor should announce the name of the member who makes the motion.
6. *Motion Second.* The Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the Mayor.
7. *Repeat Motion.* If the motion is made and seconded, the Mayor should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - a. The Mayor can ask the maker of the motion to repeat it;
 - b. The Mayor can repeat the motion; or
 - c. The Mayor can ask the City Clerk to repeat the motion.
8. *Ordinance Title Read.* When an ordinance is on the agenda, the City Clerk shall read the title of the ordinance prior to discussion of the ordinance.
9. *Discuss the Motion.* The Mayor should now recognize the members of the City Council to discuss the motion.
 - a. No Council Member shall speak unless recognized by the presiding officer. Council Members will try to limit their remarks to three (3) minutes.
 - b. No Council Member shall speak more than once on the same issue, nor make a motion until every member of the Council has had the opportunity to speak on the issue.
 - c. While a Council Member is speaking, no one shall interrupt him/her except the presiding officer or a member of Council making a point of order.
 - d. If there is no desired discussion, the Mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
10. *Vote.* The Mayor calls for the vote. A simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, all members of the Council, excluding the Mayor, shall vote upon every question, ordinance or resolution. Any Council Member refusing to vote unless so excused shall be entered upon the minutes as voting in the affirmative. Action items require a vote.
11. *Announce the Outcome.* The Mayor announces the results of the vote and should also state what action (if any) the Council has taken. Unless a roll call vote, the Mayor should announce the name of any member who voted in the minority on the motion.

3.3 Types of Council Actions

The Council adopts standing policy for the City primarily in three forms: (1) Ordinances; (2) Resolutions; and (3) Voted Council Actions.

1. Ordinances

An ordinance adopted by the Council is a law of the City that may be enforced through the court system. The City Manager or any member of the Council may offer an ordinance for consideration

by the Council. Copies of proposed ordinances are furnished to members of the Council in their agenda packets. Copies of proposed ordinances are made available at City offices and will be furnished to residents upon request to the City Clerk.

A proposed ordinance may be amended, but any ordinance amended in substance must be reconsidered at the next regular meeting, except for ordinances authorizing the issue of bonds or other obligations. The Charter requires that the City codify all general obligations. General ordinances are those ordinances of a permanent or continuing nature that affect the residents of the City at large. The Council may legislate by ordinance only.

SCRIPT for Reading an Ordinance

An Ordinance (Read Title)

Mayor: This is the time scheduled for the 1st (2nd) reading of Ordinance (#). Madam Clerk, please read the Ordinance by Title only.

Clerk reads the Ordinance.

Mayor: The Ordinance was published on the City’s website on (Date). If you wish to speak at tonight’s hearing, please make sure that you have signed in with the City Clerk.

(Summary from Staff)

Is there anyone from the public who wishes to speak?

*(If no public testimony, go to ***)*

(If someone wants to speak):

The following are the rules of order for tonight’s hearing:

- 1. No person shall speak without first being recognized by the Mayor.**
- 2. Each person will be allowed FIVE minutes to speak.**
- 3. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the hearing.**
- 4. There shall be no audience demonstrations such as applause, cheering, display, signs or conduct disruptive of the hearing. Such conduct may be grounds for immediate termination of the hearing.**
- 5. No person shall present irrelevant, immaterial, or unduly repetitious oral argument.**
- 6. The Mayor, other Council members, and, with approval of the Mayor, the City Manager or any other officer or employee of the City, may question any person who submits oral argument.**

We will now take public testimony. Prior to addressing the Council, please state your name and address.

(Listen to testimony, when everyone is done):

*****The public hearing on the Ordinance ___ is now closed. City Council will deliberate on the adoption of Ordinance____.**

2. Resolutions

Resolutions do not have the force of law. A resolution is adopted to state a policy or to define in writing the intent of the Council when a law is not necessary. Examples would include a resolution to define the scope and purpose of a Council committee, or a resolution to define the Council's policy on an issue. Resolutions are also used to document Council actions for reference. A list of resolutions is also maintained by the City Clerk.

3. Council Actions

In addition to ordinances and resolutions, Council policy may also be set by Council action. Those actions are documented in the minutes of the meeting. Council policy is also supplemented by administrative orders issued by the City Manager and other duty authorized offices of the City, such as clarifications to the personnel manual, or general orders of the police department. All administrative orders must be in conformance with any policies set by the Council.

3.4 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move approval of the Ordinance as submitted," or "I make a motion that we deny the Resolution."

3.5 The Motion to Amend.

If a member wants to change a basic motion, he or she would have to motion to amend the original or previously amended motion. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the Ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

3.6 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until the Mayor decides that it is time to move on and call a vote on the motion.

3.7 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are NOT debatable, and the Mayor must immediately call a vote on the motion, if seconded by another member.

- *Motion to Adjourn.* This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- *Motion to Recess.* This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess, which could last for a few minutes to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn.* This motion, if passed, requires the Council to adjourn the meeting at the specific time set in motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- *Motion to Table.* This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to

bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the following Council meeting.

- *Motion to Remove from Table.* This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.
- *Motion to Limit Debate.* This motion is sometimes referred to as, “moving the question” or, “calling the question.” When a member of the Council makes such a motion, the member is saying, “I have had enough discussion, let’s vote on the issue.” When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires two-thirds or super majority vote to pass. Meaning, the number of Council Members voting for the motion must equal four or more.
- *Motion to Object to the Consideration of an Item.* This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. (Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)
- *Motion to Suspend the Rules.* This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely, and it may not be considered unless the Council suspends the rules to consider it.

Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it MUST be ruled out of order by the Mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere the following rules shall govern all meetings:

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak, they must first be recognized by the Mayor. Upon recognition, the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to the subject before the Council. The Mayor shall rule on the relevance of the comments. Persons making irrelevant, personal, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from the further comment before the Council during the meeting. Audience members who wish to speak during an agenda must first complete a Citizen Comment Request Form and submit it to the City Clerk. The Mayor has the right to cut a speaker off if the discussion becomes too personal, too loud, too crude, irrelevant, impertinent, redundant, or slanderous.
2. *Order.* If a person fails to request to speak before speaking, the Mayor shall rule them Out of Order and remind them that they do not have the floor. While the Council is in session, all Council Members must preserve order and decorum. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first obtaining the permission of the Mayor, or making a Motion to Recess.
3. *Improper References Prohibited.* Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
4. *Interruptions.* A Council Member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, he or she shall be permitted to proceed to speak. Allowable interruptions or, points of order are as follows:
 - a. *Point of Privilege.* The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
 - b. *Point of Order.* The proper interruption would be: "Point of Order." The Mayor would then ask the interrupter to, "state your point." Appropriate points of order related to anything that would not be considered the appropriate conduct of the meeting. For example, if the Mayor called for a vote on a motion that permits debate without allowing any discussion.
 - c. *Motion to Appeal.* If the Mayor makes a ruling that a member of the body disagrees with, then that member may appeal the ruling of the Mayor by stating, "motion to

appeal.” If the motion is seconded and after the debate if it passes by a simple majority vote, the ruling of the Mayor is reversed.

- d. *Call for orders of the day.* This is simply another way of saying, “let’s return to the agenda.” If a Council Member believes the discussion has strayed from the agenda. The motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.
- e. *Withdraw a Motion.* During the debate and discussion of motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn, and discussion on the motion shall cease. Council Members are free to make the same motion or another motion.

3.10 Enforcement of Rules and Procedures.

The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the Mayor under his or her own action, or upon a Motion to Enforce by any Council Member.

1. *Warning.* The Mayor may order any person (Council Member, staff member or audience member) in violation of these rules to be silent.
2. *Removal.* If, after receiving a warning from the Mayor, the person continues to disturb the meeting or breach the peace and good order of the meeting, the Mayor may order the person to leave the meeting. If the person does not leave the room, the Mayor may order the Sergeant-at-Arms to remove the person.
3. *Sergeant-at-Arms.* The Sergeant-at-Arms shall be the highest-ranking police officer in attendance at the Council Meeting or such other officer designated by the Chief of Police for that purpose. Upon instruction of the Mayor, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (FS 877.03)
4. *Resisting Removal.* Any person who resists removal by the Sergeant-at-Arms may be charged with violating FS 843.02.
5. *Motion to Enforce.* Any Council Member may move to require the Mayor to enforce these rules and the affirmative vote of a simple majority of the Council shall require the Mayor to do so. A motion to enforce is an allowable interruption and is not debatable.

3.11 Council May Discipline its Own Members.

In the event a Council Member violates the Charter, these rules or any other Ordinance of the City, or acts in a manner that causes embarrassment or disgrace to the City of Belle Isle, the City Council on majority vote may discipline the offending member, including the Mayor.

The offending member shall be present at the meeting to answer any questions asked by members of the City Council or make other statements as he or she may desire to make in his or her defense. If the offending member refuses to attend the meeting after being notified, the remaining members of the City Council may proceed in his or her absence.

The outcome of the meeting may be as follows and shall be made publicly in Open Session in accordance with the Florida Open Meetings Act:

1. *No Action*. The City Council chooses to take no action.
2. *Public Censure*. The City Council may choose to publicly censure the offending member through a resolution passed by majority vote and entered into the public record.

ARTICLE 4. PACKET PREPARATION, POSTING AND AGENDA ORDER

The City Manager, with input from the Mayor and City Clerk, shall prepare an agenda and meeting packet and cause the same to be posted a minimum of 96 hours prior to the meeting. Agenda packets shall be delivered to the City Council, in the format requested by each Council Member, on or before 6:00 PM of the day of the posting, or within such other times as established by the City Council from time to time. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

Council Members may request an item to be included on a future agenda. For an item to be included, requests must be submitted to the City Manager's Office at City Hall by 12:00 noon on the seventh (7th) calendar day preceding the date of the regular meeting.

4.1 Packet Preparation and Posting

1. Preparation of the Packet. Not later than the sixth day prior to said meeting, the City Clerk shall prepare the packet, which shall include the agenda plus all its corresponding duplicated agenda items. Reports carried over Unfinished Business need not be reproduced again.
2. Distribution and Posting of Agenda.
 - a. The City Clerk shall post each agenda of the City Council regular meeting no later than six days prior to the meeting and shall post each agenda of a special meeting at least 24 hours in advance of the meeting in the official bulletin board. The City Clerk shall maintain an affidavit indicating the location, date and time of posting each agenda.
 - b. The City Clerk shall also post agendas and packet materials and annotated agendas of all City Council meetings and notices of public hearings on the City's website.
 - c. No later than six days prior to a regular meeting, copies of the agenda packet shall be emailed by the City Clerk to any resident of the City of Belle Isle who so requests in writing.
3. Distribution of the Agenda Packet. The Agenda Packet shall consist of the Agenda and all supporting documents for agenda items. No later than six days prior to a regular meeting, the City Clerk shall:
 - a) distribute the Agenda Packet to the Mayor, each Council member and City Manager;
 - b) post the Agenda Packet to the City's website;
 - c) place viewing copy of the Agenda Packet with the Receptionist;
 - d) make the Agenda Packet available to members of the press (if requested), and
 - e) make copies of the Agenda Packet available to the public (standard copy rates will apply).
4. Failure to Meet Deadlines.

- a) The City Clerk shall not accept any agenda item or revised agenda item after the deadlines established.
- b) Matters not included on the published agenda may be discussed and acted upon as otherwise authorized by State law or providing the Council finds one of the following conditions is met:
 - A majority of the Council determines that the subject meet the criteria of "Emergency".
 - A majority of the Council determines that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the posting of the agenda.
- c) Matters listed on the printed agenda but for which support materials are not received by the City Council on the fifth day prior to the said meeting as part of the agenda packet, shall not be discussed or acted upon.

4.2 Call to Order.

The Mayor shall call the meeting to order.

4.3 Invocation/Pledge of Allegiance

All meetings of the City Council shall begin with an invocation and the Pledge of Allegiance to the United States flag.

4.4 Presentations and Proclamations.

The Mayor shall make any presentation or deliver any proclamation as may be required from time to time. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

4.5 Citizen Comments.

Persons desiring to address the Council must complete and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the lectern, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, staff or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Citizens may "donate" their time to another speaker; however, the total time given to any one speaker will be no more than ten (10) minutes unless a motion is passed by Council to allow more time. Questions will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted.

4.6 Consent Agenda Items.

There is hereby established, as a part of every agenda for Regular and/or Special Called Meetings of the City Council, a portion of said agenda that shall be labeled "Consent Agenda." Said Consent Agenda may consist of any and all business regularly coming before the City Council including minutes of prior Council meetings.

All items set out in the Consent Agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council then seated, that the Consent Agenda be

adopted. No further action shall be deemed necessary, and all such items appearing on the Consent Agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately and as if the caption and/or body of any ordinance therein set out shall have been read in full.

Any member of the City Council may request during the *Consider Approval of the Consent Agenda* segment, that an item be removed from the Consent Agenda and considered separately. Such request shall be honored as if it had been passed by majority vote. If any item was removed from the Consent Agenda, it will be considered immediately following approval of the remainder of the Consent Agenda.

4.7 Public Hearings.

This section is only used when a statutorily required public hearing is part of the order of business. The Mayor shall first request staff comments. The Mayor shall make a motion to open the public hearing, receive a second, then open the public hearing to receive resident input in the following order: proponents, then opponents, the neutral. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for resident comments. Upon conclusion of resident comments, the Mayor shall close the public hearing, unless Council Members have a reason for continuing at which time council members may motion, second, then vote to not close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing. The following script may be used by the Mayor for public hearings:

Script for Public Hearing

This is the time scheduled for a public hearing regarding (subject of hearing). The hearing was published on the City’s website on (DATE) (and/or in the Orlando Sentinel on (DATE), if so published). If you wish to speak at tonight’s hearing, please make sure that you have completed a yellow speaker card and presented it to the City Clerk.

The City Council conducts public hearings and proceedings in a way that is fair and unbiased in both appearance and fact. I will now ask the members of the Council:

- **Does any Commissioner have any interest in the property or the application?**
- **Does any Commissioner own property within 300 feet of the property subject to the application?**
- **Does any Commissioner stand to gain or lose any financial benefit as a result of the outcome of the hearing?**
- **Can any Commissioner not hear and consider the application in a fair and objective manner?**
- **Has any Commissioner engaged in any ex parte communications with either proponents or opponents of the application and, if so, ask them to place on the record the substance of any such communications so that interested parties have the opportunity at the hearing to rebut the communications?**

I will now ask if any members of the audience wish to challenge and member of the governing body on the appearance of fairness and the reasons for the challenge. (Any member challenged should be given the opportunity to either disqualify or refuse to disqualify him- or herself. Any member disqualified based on the appearance of fairness must leave the hearing room and must not participate further concerning the

application.)

At the end of questioning, the Mayor will also declare the same as above.

(If needed) I will now ask the City Clerk to administer the oath to all those who may testify, or as a group.

We will now hear the Staff Report.

We will now hear from the Applicant

We will now take public testimony from those who have submitted yellow cards.

(If no yellow cards were submitted) Is there anyone from the public who wishes to speak?

*(If no public testimony, go to ***)*

(If someone wants to testify):

The following are the rules of order for tonight's hearing:

7. No person shall speak without first being recognized by the Mayor.
8. All speakers must speak into the microphone and give their names and addresses.
9. All comments will be addressed only to the City Council.
10. Each person will be allowed FIVE minutes to speak.
11. No person shall "donate" their time to another speaker.
12. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the hearing.
13. There shall be no audience demonstrations such as applause, cheering, display, signs or conduct disruptive of the hearing. Such conduct may be grounds for immediate termination of the hearing.
14. No person shall present irrelevant, immaterial, or unduly repetitious oral argument.
15. The Mayor, other Council members, and, the City Manager or any other officer or employee of the City, may question any person who submits oral argument.

We will now take public testimony. Prior to addressing the Council, please state your name and address. Testimony will be heard in the following order:

1. Those in favor
2. Those in opposition
3. Those neither in favor nor in opposition

(Listen to testimony, when everyone is done):

Any rebuttal by staff or applicant

***The public hearing on (subject) is now closed. City Council will deliberate on the issue.

4.8 Ex-Parte Communications.

In all quasi-judicial hearings, all rulings must be based only upon the evidence presented at the hearing. In accordance with Section 286.0115(1), Florida Statutes, ex parte communications with City Commissioners or Board members in quasi-judicial matters is permissible, and the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Commissioners or Board members:

1. The substance of any ex parte communication with a City Commissioner or Board member which relates to a quasi-judicial action pending before the Commission or Board is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
2. A City Commissioner or Board member may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the Commission or Board shall not be presumed prejudicial to the action, and such written communication shall be made a part of the record before final action on the matter.
3. City Commissioners or Board members may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the record before final action on the matter.

Disclosure made pursuant to subparagraphs 1, 2 and 3 **must be made before or during the public meeting at which a vote is taken on such matters** so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

4.9 Regular Agenda Items.

Items for individual consideration will be listed as “Unfinished Business,” which are those items that final action has not yet been taken, and “New Business” which are items that are appearing before Council for the first time. Items shall be considered by the City Council individually and approved by a simple majority vote.

4.10 City Attorney’s Report.

This section is used for routine reports and announcements provided by the City Attorney to the Council. It also is an opportunity for Council to ask questions of the City Attorney related to legal questions, project status, and clarifications.

4.11 City Manager’s Report.

This section is used for routine reports and announcements provided by the City Manager to the Council. It also is an opportunity for Council to ask questions of the City Manager related to project status and clarifications.

4.12 Mayor’s Report.

This section is used for *reports and* announcements provided by the Mayor to the Council. It also is an opportunity for Council to ask questions of the Mayor.

4.13 City Council Reports.

This section is used for reports and announcements provided by each Council member. The

Council may request future items to be placed on a future agenda at this time. An additional member of the Council must concur with a request for an item to be placed on a future agenda. No discussion or deliberation of the items may take place at this time.

4.14 Adjournment.

The Mayor shall adjourn the meeting upon passage of the appropriate motion.

ARTICLE 5. WORK SESSION POLICIES AND PROCEDURES

5.1 Purpose.

City Council may call and hold Work Sessions for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. The following rules shall prevail for the call and conduct of Work Session meetings.

5.2 Agenda.

Only a limited number of matters shall be considered by the City Council during a Work Session, and sufficient time for consideration of such matters shall be provided. An abbreviated agenda order shall be used for all Work Session agendas.

5.3 Technical Questions.

All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a Work Session. The council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions.

5.4 Prohibitions Against Formal Actions.

No formal actions may be taken at a Work Session. The council may provide staff direction on the matter being considered and ask that the item be placed on a Regular or Special Called Meeting agenda for formal action.

5.5 Audience Comments or Questions.

Audience comments or questions will not be considered at a Work Session unless by a consensus of the Council.

ARTICLE 6. RULES GOVERNING CITIZEN COMMENTS

6.1 Purpose.

It is the desire of the City Council to hear from the residents of Belle Isle and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

6.2 Mayor to State Rules for Citizen Comments.

Immediately preceding the opening of a public hearing, or resident input on an agenda item, or to receive comments on non-agenda items, the Mayor shall summarize the rules governing comments from the

audience. The Mayor may direct the City Clerk to publish the rules in the Council Chambers.

6.3 Rules Governing Citizen Comments.

1. If a large number of residents wish to comment, the Mayor may set a limit on the amount of time devoted to citizen comments and the amount of time allowed for each citizen. It is suggested that a maximum of 30 minutes will be devoted to receiving comments from the public on agenda items. Each speaker is limited to a maximum timed limit of three minutes.
2. Citizens may “donate” their time to another speaker; however, the total time given to any one speaker will be no more than ten (10) minutes unless a motion is passed by Council to allow more time.
3. No individual may address the Council without submitting a Citizen Comment Request Form. The form must clearly state the subject or issue on which the resident wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
4. Residents speaking on agenda items shall restrict their comments to the subject matter listed.
5. Residents speaking on non-agenda items shall only speak on matters pertaining to city business or issues which the Council would have the authority to act upon if brought forth as an agenda item.
6. Council may not act upon or discuss any issue brought forth as a non-agenda item; except to:
 - a. Make a statement of specific factual information given in response to the inquiry, or
 - b. A recitation of existing policy in response to the inquiry.Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting, or direct staff to review.
7. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited, and violators may be removed from the Council Chambers.
8. No placards, banners or signs may be displayed in the Council Chambers or City Hall. Exhibits relating to a presentation are acceptable.
9. Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda.
10. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
11. Council meetings are the workplace to carry out the business of the City of Belle Isle; therefore, any conduct that could constitute harassment in the workplace is prohibited.
12. In all cases, the Mayor shall preside over the Council meeting and ensure that proper conduct and decorum is adhered to.

6.4 Preservation of Order.

The Mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any person speaking out of order or disrupting the order of the meeting.

ARTICLE 7. BOARDS AND COMMISSIONS

7.1 General.

Boards and commissions are created under the powers of the City Council as outlined in the City of Belle Isle Charter. Ad hoc boards may be temporarily appointed and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the City Council. No ad hoc board shall have powers other than advisory to the City Council.

7.2 Meeting Times and Agenda Order.

Boards, commissions, and committees shall set their own meeting times. All boards, commissions, and committees shall be subject to these rules. Each board, commission, and committee shall set their own agenda, so long as it is in accordance with the Florida Open Meetings Act.

7.3 Boards with Regulatory Authority.

The Planning and Zoning Commission has regulatory authority.

7.4 Boards without Regulatory Authority.

The Tree Advisory Committee and Special Events Committee do not have regulatory authority.

7.5 Appointments.

The City Council will review applications and or interview eligible applicants for open positions on boards and commissions.

7.6 Board Members.

Members appointed to boards or commissions serve at the will of the Council and may be removed, replaced, or not reappointed at the discretion of the Council, by majority vote, with or without cause. When conducting the business of the City, appointed members of all boards or commissions shall follow the rules of procedure set forth for the City Council.

7.7 Open Government Training.

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all board, commission, and or committee members shall be required to watch the Florida Public Information Act and the Florida Open Meetings Act training videos as provided by the City Clerk.

7.8 Council Liaisons.

One Council Member may be appointed as the Council Liaison to the City Boards and Commissions. Council liaisons will be appointed by Council with consideration given to applicable expertise. Council liaisons may attend but are not required to attend, the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their Council liaison concerning items of concern or interest with regard to their appointed board.

TABLE OF MOTIONS AND POINTS OF ORDER

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	Simple
Motion to Amend	*	No	Yes	N/A
Motion to Adjourn	Yes	No	No	Simple
Motion to Recess	Yes	No	Yes	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Table	Yes	No	No	Simple
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	Simple
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	Simple
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	Simple

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.

PROCEEDING PURSUANT TO SECTION 70.51, FLORIDA STATUTES,
IN AND FOR BELLE ISLE, FLORIDA

COMINS DEVELOPMENT I, LLC, a
Florida limited liability company,

Petitioner,

vs.

BELLE ISLE, FLORIDA,

Respondent.

_____ /

SETTLEMENT AGREEMENT

COMINS DEVELOPMENT I, LLC, a Florida limited liability company, (hereinafter called "Petitioner"), and the City of BELLE ISLE, FLORIDA, a municipal corporation formed and existing under the laws of the State of Florida (hereinafter called the "City"), hereby enter into this Settlement Agreement and agree to the following facts, terms and conditions:

1. The City Manager shall present this Settlement Agreement to the Belle Isle City Council (the "City Council") for approval on October 3, 2017, or as soon thereafter as can be reasonably accomplished. If the City Council approves this Settlement Agreement, it will proceed to schedule and conduct a public hearing for consideration for approval of the Revised PD (as defined herein) which if approved will be a final resolution of the proceeding filed by Petitioner pursuant to Section 70.51, Florida Statutes. If the City Council fails to approve the Settlement Agreement or the Revised PD (as hereafter defined), this proceeding shall continue pursuant to Section 70.51, Florida Statutes, and a hearing will be scheduled before Lewis W. Stone, Esq., the Special Magistrate appointed in this matter.

2. On June 1, 2017, Petitioner filed a Request for Relief under Section 70.51, Florida Statute regarding the City's denial of a Planned Development / Preliminary Concept Plan (collectively, the "Original PD") for the proposed Silver Isles Townhome Project comprised of two parcels owned by Petitioner and a larger parcel owned by 7710 Daetwyler LLC. Without waiving any defense or claim, City in this settlement agreement has treated the three parcels as one (the "Properties").

3. The Properties are located on Daetwyler Drive in the City and have approximately 350 feet of frontage on Lake Conway.

4. Portions of the Properties were formerly used as a mobile home park, a restaurant and a single family home. Three docks and one boat ramp exist on the Properties.

5. The Properties have a Medium Density Future Land Use Map designation that requires a development density of between 5.6 and 10 dwelling units per acre. The Properties are currently zoned R-2, which allows multiple-family dwelling units at that density. The City's Planned Development District also allows multiple-family dwelling units at that density.

6. On April 25, 2017, the City's Planning and Zoning Board recommended approval of the Original PD with specific conditions.

7. On May 2, 2017, the City Council denied the proposed preliminary concept plan and thereby the Original PD, and this proceeding was timely filed within thirty (30) days following the denial.

8. On August 29, 2017, a mediation between the Petitioner and the City was conducted by the Special Magistrate. At the mediation, the Petitioner presented a revised preliminary concept plans/PD district concept plan ("Concept Plan") and conceptual architectural renderings (the "Architectural Concepts") for consideration by the City's representatives at the

mediation. Attached hereto as Exhibit "A" and Exhibit "B" respectively. The following terms of this Settlement Agreement were negotiated at the mediation and will be considered for approval by the City Council (collectively, sometimes herein the "Revised PD"):

A. The Concept Plan is acceptable with the following modifications:

(i) Add a note to the Concept Plan establishing the minimum size of the townhome units at 2,000 s.f. and requiring that each unit have a double car garage.

(ii) Remove the twelve (12) parallel parking spaces north and south of the pool area and replace them with the maximum number of angled parking spaces (potentially 18-22 spaces) that can be provided using accepted engineering practices without decreasing the minimum square footage of any townhome unit or the total number of townhome units.

(iii) The location of buildings shown on the Concept Plan are approved unless they need to be shifted to accommodate the angled parking.

(iv) The City shall coordinate the Orange County Fire Department's review and approval of the street layout in the Concept Plan.

(v) Depict the location of any dumpsters / recyclers on the Concept Plan and include a note stating they will be screened by a wall and gate.

(vi) The two (2) Architectural Concepts attached to this Settlement Agreement as Exhibit "B" shall be part of the PD approval and the Concept Plan. The Petitioner shall develop the site with buildings that include the elements from the Architectural Concepts for the design of the townhome units.

(vii) The nine (9) townhome units facing the lake shall not exceed a thirty foot (30') height limit; the twenty-one (21) non-lakefront townhome units shall not exceed a thirty-five foot (35') height limit.

(viii) The recreational open space areas located on either side of the center lakefront building shown on the Concept Plan shall include hardscape elements and a landscape planting plan substantially similar to the depiction on Exhibit "C" attached hereto and incorporated herein by reference, which shall be used to mask the first floor of the buildings across the street and also to add trees to visually soften or break up the view of the buildings from the lake. The ultimate type and description of landscaping shall be included in the Development Plan.

(ix) Add a note on the Concept Plan requiring the Properties to be platted at one time in a single plat.

(x) Add a note on the Concept Plan stating that copies of the State Department of Environmental Protection ("DEP") and Orange County permits issued for lakefront clearing shall be provided with the Development Plan submittal.

B. The following conditions shall apply to the dock and fishing/observation piers:

(i) Dock permitting shall occur only after platting and creation of the homeowners' association (the "HOA") for the PD.

(ii) The applicant for any dock or fishing/observation piers shall be the HOA.

(iii) The dock and fishing/observation piers shall be owned by the HOA. The HOA may lease boat slips to individual owners of the townhome units in the PD.

(iv) No boathouses shall be allowed on the dock or on the fishing/observation piers.

(v) No storage lockers shall be located on the dock or the fishing/observation piers.

(vi) No dock or fishing/observation pier shall be located within thirty feet (30') from the residential property to the north or twenty feet (20') from the property to the south.

(vii) No overnight mooring, or other mooring more than 1 hour per vessel in a 24-hour period, shall be allowed on a fishing/observation pier. Drop-off and pick-up of boat passengers from the southern fishing/observation pier is allowed.

(viii) The length and location of the dock and the fishing/observation piers shall be governed by the City Code permitting process; provided, however, that the size of the dock and of the fishing/observation piers shall comply with the following conditions set forth below that were recommended by the Planning and Zoning Board on April 25, 2017. In the event of a conflict between the City Code and the conditions set forth in this Settlement Agreement, the conditions set forth in the Settlement Agreement shall control.

(ix) The existing boat docks and boat ramp on the Properties shall be removed prior to installation of any proposed boat dock and the fishing/observation piers;

(x) Proposed boat docks shall not be permitted by the City nor constructed before 25% of the total number of units approved within this PD have been permitted, constructed, and issued a certificate of occupancy;

(xi) The proposed boat dock shall be deed restricted to use only by residents/property owners within the PD and shall not be utilized for commercial lease or profit;

(xiii) The location, length and layout and design of the boat dock and fishing/observation piers shall be determined through a separate Belle Isle permitting process in

accordance with the Belle Isle boat dock regulations, except that the terminal platform of the fishing/observation piers shall be no larger than ten feet by twenty feet (10' X 20'), the height of any proposed dock or fishing/observation pier shall be no greater than five feet (5') above the Normal High Water Line ("NHWL"), and the maximum size of a proposed boat dock terminal platform shall not exceed 3,600 square feet.

9. The first reading of the Revised PD, with the aforesaid conditions and the revised Concept Plan, shall be scheduled for hearing before the City Council as soon as reasonably possible following the City Council's approval of this Settlement Agreement.

10. The Petitioner shall reimburse the City for legal review of all agreements related to this proceeding or the Revised PD, not to exceed \$4,000.00. The City shall send an invoice to the Petitioner for the amount owed and include reasonable detail of the legal work performed for which reimbursement is requested.

11. The Petitioner and the City shall each pay one-half (1/2) of an invoice to be sent by the Special Magistrate for his services within twenty (20) days following receipt of the invoice.

12. The Petitioner acknowledges and agrees that the City, through the Police Department or the Code Enforcement Officer, shall have authority to enter the properties at any time, present or in the future, to enforce the terms and conditions set forth in this Settlement Agreement and Revised PD once approved by the City Council.

13. The Petitioner acknowledges and agrees that the City cannot contractually agree to rezone the Property and that this Settlement Agreement does not do so and that all rezonings (including the Revised PD contemplated herein) are subject to an evaluation after a properly noticed and held public hearing to determine whether the applicable approval criteria set forth in

the City's Comprehensive Plan and land development regulations have been satisfied. The City Council's approval of this Settlement Agreement shall not obligate the City or the City Council to approve the Revised PD contemplated herein. If the Revised PD is not approved by the City Council, this Settlement Agreement shall be null and void and the Section 70.51, Fla. Stat. proceeding shall proceed to hearing. Nothing in this Settlement Agreement shall: (i) constitute a waiver of or be construed as a restriction on or release of the City's police power and zoning authority and regulations, or (2) constitute or be deemed to require the City to issue any development order, development permit or any legislative, quasi-judicial or administrative approval or particular decision.

14. If the City Commission approves the Revised PD contemplated herein or any version of the Revised PD for which Petitioner consents as acceptable, Petitioner agrees that it thereby waives and releases the City and its officials, officers and employees from any and all petitions for writ of certiorari, Bert J. Harris Act claims, § 70.51, Florida Statutes proceedings, appeals, damages, causes of action, claims and lawsuits arising out or relating to the City Council's denial of the Original PD.

15. This Settlement Agreement and the City Council's consideration of this Settlement Agreement and the Revised PD constitutes a good faith attempt to resolve a disputed matter in a Section 70.51, Florida Statutes, proceeding. If this Settlement Agreement and the Revised PD are not approved by the City Council, then this Settlement Agreement and the City Council meeting to consider this Settlement Agreement and hearing to consider the Revised PD and any record containing or referring to this Settlement Agreement, the Revised PD and Concept Plan and the related settlement discussions shall not be used by either party as evidence or be admissible in any judicial or administrative proceeding for any purpose. If the City

Council rejects this Settlement Agreement or denies the Revised PD, Petitioner acknowledges and agrees that such decision by the City Council constitutes a rejection of a settlement proposal and is not reviewable or appealable (via petition for writ of certiorari or otherwise) to a court of law through an action brought by Petitioner..

AGREED TO AS OF THE LATEST DATE INDICTED BELOW.

PETITIONER

Comins Development I, LLC, a Florida
limited liability company


By: 

Its: Ownc

Dated: 10-10-17

[Signatures Continue on Following Page]

CITY OF BELLE ISLE, FLORIDA



Lydia Pisano, Mayor

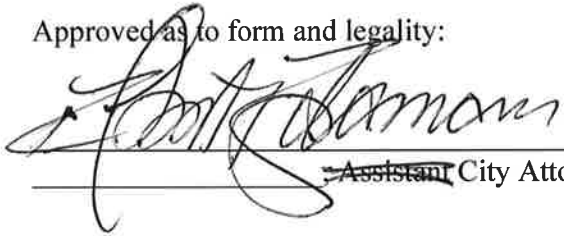
This 12th day of October, 2017.

ATTEST:



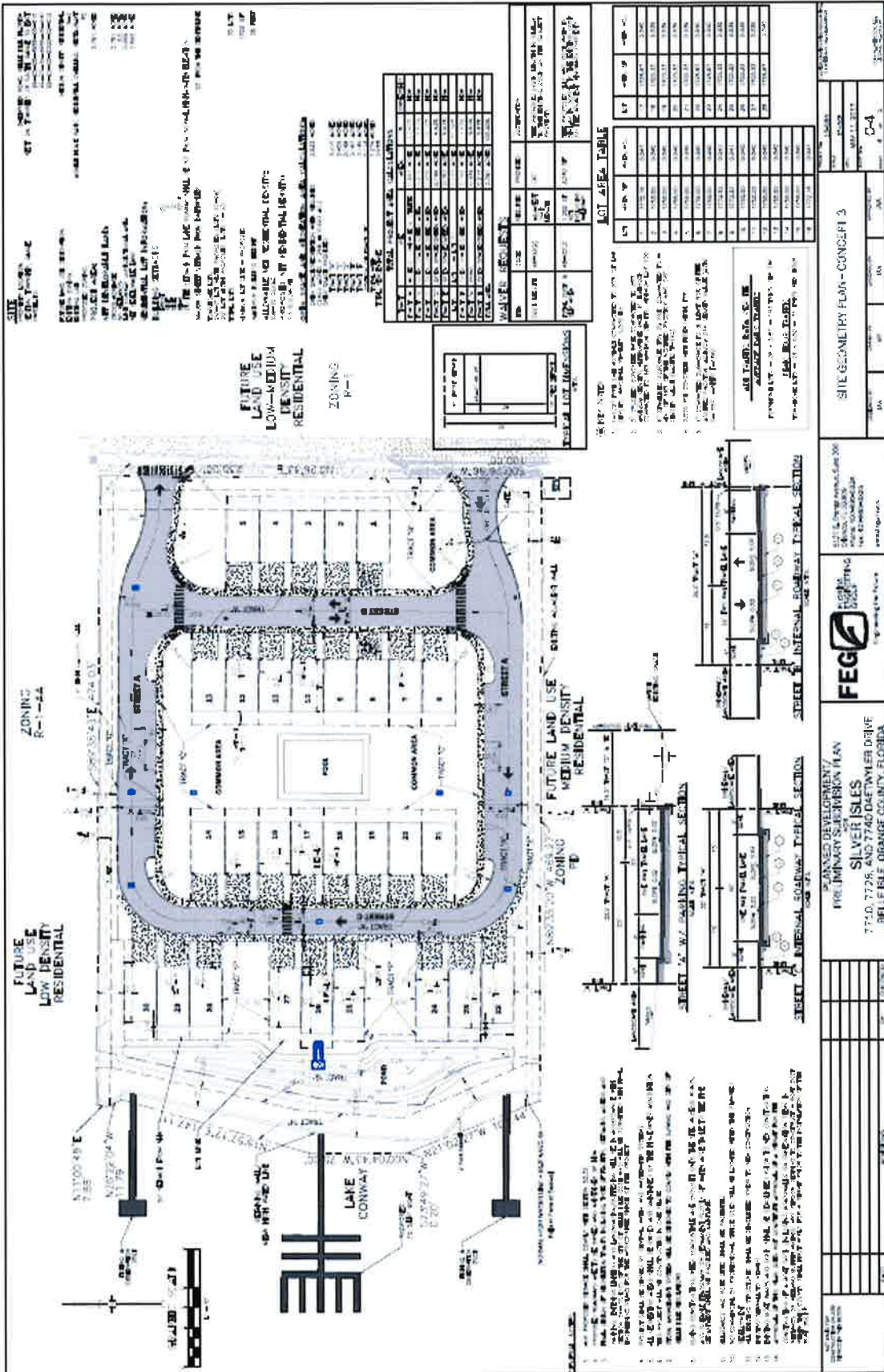
Clerk

Approved as to form and legality:



~~Assistant~~ City Attorney

Exhibit "A"
(Concept Plan)



SITE NOTES:
 1. THE TRACT IS ZONED R-1-24.
 2. ALL UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS.
 3. THE DEVELOPER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 5. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES PRIOR TO CONSTRUCTION.
 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES.
 7. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 8. THE DEVELOPER SHALL MAINTAIN THE POND AREA AS SHOWN ON THIS PLAN.
 9. THE DEVELOPER SHALL MAINTAIN ALL STREETS AND SIDEWALKS AS SHOWN ON THIS PLAN.
 10. THE DEVELOPER SHALL MAINTAIN ALL DRIVEWAYS AND PATHWAYS AS SHOWN ON THIS PLAN.
 11. THE DEVELOPER SHALL MAINTAIN ALL FENCES AS SHOWN ON THIS PLAN.
 12. THE DEVELOPER SHALL MAINTAIN ALL SIGNAGE AS SHOWN ON THIS PLAN.
 13. THE DEVELOPER SHALL MAINTAIN ALL LANDSCAPING AS SHOWN ON THIS PLAN.
 14. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 15. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.

USDA 2011 PLANNING MAP
 C-4
 1. THE TRACT IS ZONED C-4.
 2. ALL UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS.
 3. THE DEVELOPER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 5. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES PRIOR TO CONSTRUCTION.
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 10. THE DEVELOPER SHALL MAINTAIN ALL DRIVEWAYS AND PATHWAYS AS SHOWN ON THIS PLAN.
 11. THE DEVELOPER SHALL MAINTAIN ALL FENCES AS SHOWN ON THIS PLAN.
 12. THE DEVELOPER SHALL MAINTAIN ALL SIGNAGE AS SHOWN ON THIS PLAN.
 13. THE DEVELOPER SHALL MAINTAIN ALL LANDSCAPING AS SHOWN ON THIS PLAN.
 14. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 15. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.

FUTURE LAND USE LOW-MEDIUM DENSITY RESIDENTIAL
 ZONING R-1
 1. THE TRACT IS ZONED R-1.
 2. ALL UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS.
 3. THE DEVELOPER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 5. THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES PRIOR TO CONSTRUCTION.
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 13. THE DEVELOPER SHALL MAINTAIN ALL LANDSCAPING AS SHOWN ON THIS PLAN.
 14. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 15. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.

TRACT DATA

TRACT	TOTAL AREA (SQ. FT.)	TOTAL AREA (AC.)
1	4,500.00	0.1024
2	4,500.00	0.1024
3	4,500.00	0.1024
4	4,500.00	0.1024
5	4,500.00	0.1024
6	4,500.00	0.1024
7	4,500.00	0.1024
8	4,500.00	0.1024
9	4,500.00	0.1024
10	4,500.00	0.1024
11	4,500.00	0.1024
12	4,500.00	0.1024
13	4,500.00	0.1024
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18	4,500.00	0.1024
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28	4,500.00	0.1024
29	4,500.00	0.1024
30	4,500.00	0.1024
31	4,500.00	0.1024
32	4,500.00	0.1024
33	4,500.00	0.1024
34	4,500.00	0.1024

MAINTENANCE SCHEDULE

ITEM	DESCRIPTION	PERIOD
1	MAINTENANCE OF STREETS	ANNUALLY
2	MAINTENANCE OF SIDEWALKS	ANNUALLY
3	MAINTENANCE OF DRIVEWAYS	ANNUALLY
4	MAINTENANCE OF PATHWAYS	ANNUALLY
5	MAINTENANCE OF FENCES	ANNUALLY
6	MAINTENANCE OF SIGNAGE	ANNUALLY
7	MAINTENANCE OF LANDSCAPING	ANNUALLY
8	MAINTENANCE OF UTILITIES	ANNUALLY

LOT AREA TABLE

TRACT	AREA (SQ. FT.)	AREA (AC.)
1	4,500.00	0.1024
2	4,500.00	0.1024
3	4,500.00	0.1024
4	4,500.00	0.1024
5	4,500.00	0.1024
6	4,500.00	0.1024
7	4,500.00	0.1024
8	4,500.00	0.1024
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27	4,500.00	0.1024
28	4,500.00	0.1024
29	4,500.00	0.1024
30	4,500.00	0.1024
31	4,500.00	0.1024
32	4,500.00	0.1024
33	4,500.00	0.1024
34	4,500.00	0.1024

ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS.
 THE DEVELOPER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AS SHOWN ON THIS PLAN.
 THE DEVELOPER SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES PRIOR TO CONSTRUCTION.
 THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES.

PROJECT SUMMARY

DESCRIPTION	DATE
1. PRELIMINARY DESIGN	01/20/2024
2. FINAL DESIGN	02/15/2024
3. CONSTRUCTION PERMITS	03/10/2024
4. CONSTRUCTION START	04/01/2024
5. CONSTRUCTION COMPLETE	06/01/2024
6. OCCUPANCY PERMITS	06/15/2024
7. OCCUPANCY START	07/01/2024

**PLANNED DEVELOPMENT / PRIMARY SUBDIVISION PLAN
 SILVER ISLES
 7740, 7726 AND 7746 GUYTON WAY DRIVE
 BELL ISLE, ORANGE COUNTY, FLORIDA**

FEG ENGINEERING
 1150 S. UNIVERSITY BLVD., SUITE 200
 ORLANDO, FLORIDA 32801
 TEL: 407.277.8888
 WWW.FEGENGINEERING.COM

SITE GEOMETRY PLAN - CONCEPT 3
 DATE: 01/20/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

DATE: 01/20/2024

Exhibit "B"
("Architectural Concepts")



Silver Isles Townhomes
 Belle Isle, Orange County, Florida

Elevation - West Side
 3-3-3 Units Buildings - Lake View - Elevation A

KCM ASSOCIATES
 ARCHITECTS
 1000 N. UNIVERSITY AVENUE, SUITE 100
 ORANGE, FLORIDA 32817
 (407) 881-1111



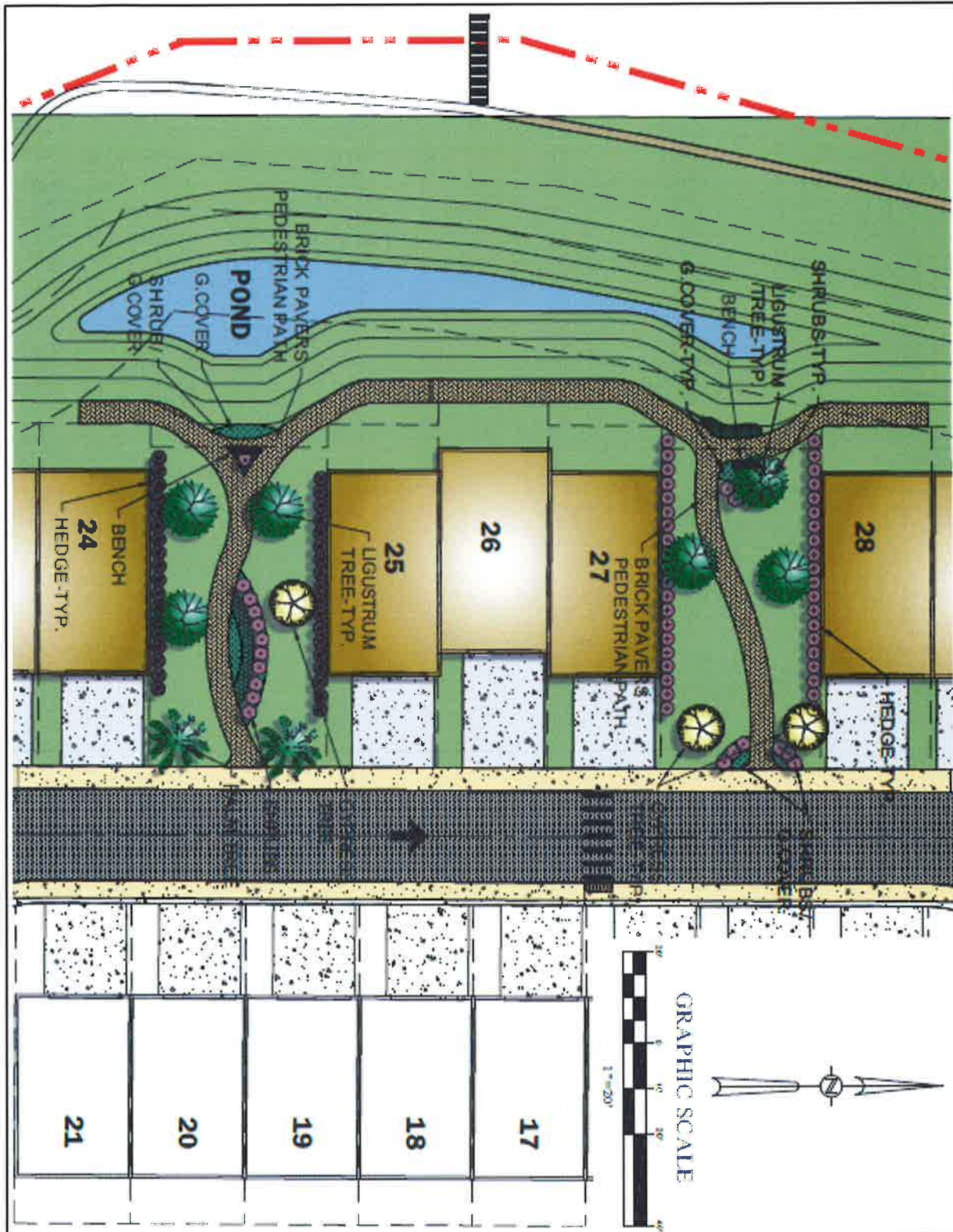
Silver Isles Townhomes
Belle Isle, Orange County, Florida

Elevation - West Side
3-3-3 Units Buildings - Lake View - Elevation B

CONIN ASSOCIATES
ARCHITECTS
10000 W. BOULEVARD, SUITE 100
MIRAGE, FLORIDA 32909
TEL: 888.888.8888

Exhibit "C"

(Hardscape and Landscape Concepts for Lakefront Open Spaces Between Buildings)



PROJECT NAME: LANDSCAPE CONCEPT PLAN SILVER ISLES TOWNHOME PROJECT 7730, 7738, AND 7740 CAETWYLER DRIVE BELLE ISLE, ORANGE COUNTY, FLORIDA	
CLIENT: COMINS DEVELOPMENT 9145 NARCOSSEE RD. #102	
F.E.G. PROJECT NO.:	15 084
DATE: 08/31/2017	SCALE: 1" = 20'

FEG  **FLORIDA ENGINEERING GROUP**
Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32839
Phone: 407-805-0324
Fax: 407-805-0325
www.feg-ins.us



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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Request for Time Extension for Silver Isles PD

Background: The City received a request from Comins Development I LLC, the developer of the Silver Isles Planned Development (“PD”), located at 7110, 7728 and 7440 Daetwyler Drive for an extension of the PD to allow for the approval of the development plan.

BIMC Sec. 54-77 (e) (4): If the applicant fails to obtain approval of the development plan within one year after approval of the concept plan, the zoning classification shall revert to its previous zoning classification. However, if the previous zoning classification is not compatible with the existing and/or future land use classification for that property, the city shall administratively rezone the property to an appropriate zoning classification. **The applicant may apply to the council once for an extension of this deadline for a time period not to exceed one year.**

Staff Recommendation: Approve the request.

Suggested Motion: **I move we approve the request of Comins Development I LLC, to extend the deadline for the Silver Isles Planned Development (“PD”), located at 7110, 7728 and 7440 Daetwyler Drive .**

Alternatives: Do not allow the extension and have if the parcel(s) revert back to R-2 zoning when the PD expires

Fiscal Impact: Unknown at this time, but will be an increase to the City in property tax revenues.

Attachments: Request Letter
Ordinance 17-03
Settlement Agreement



MIRANDA F. FITZGERALD

miranda.fitzgerald@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6340 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



November 13, 2018

Via E-mail: yquiceno@belleislefl.gov
Belle Isle City Council
c/o Ms. Yolanda Quiceno, City Clerk
1600 Neva Avenue
Belle Isle, FL 32809

Re: Silver Isles Planned Development (P&Z Case #2017-02-013)

Dear Ms. Quiceno:

This firm represents Comins Development I LLC, the developer of the Silver Isles Planned Development ("PD"), located at 7110, 7728 and 7440 Daetwyler Drive, Belle Isle, Florida 32812. On November 21, 2017, the PD Concept Plan was approved pursuant to Belle Isle Ordinance No. 17-03. The purpose of this letter is to request an extension of the PD for a sufficient amount of time to obtain approval of the Development Plan /Final Engineering Plan that has been submitted for the proposed townhome development under the name "Comins Isles Townhome Project (f/k/a Silver Isles)." We commit to promptly respond to any City comments regarding the Development Plan / Final Engineering Plan in order to minimize the time needed for the PD extension.

Please let me know the next steps for processing this extension request. Thank you for your assistance.

Sincerely,

Miranda F. Fitzgerald

MFF/rj

c: Mr. Bob Francis, City Manager (via e-mail)
Mr. Chris Comins (via e-mail)
Jean Abi-Aoun, P.E., (via e-mail)

1 **ORDINANCE 17-03**

2
3 **AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA REZONING THAT**
4 **CERTAIN REAL PROPERTY LOCATED AT 7710, 7728 AND 7740**
5 **DAETWYLER DRIVE, BELLE ISLE, FLORIDA, HAVING ORANGE COUNTY**
6 **TAX PARCEL IDENTIFICATION NUMBERS 29-23-30-0000-00-013, 29-23-30-**
7 **4986-00-010 AND 29-23-30-4986-00-040 OWNED BY COMINS DEVELOPMENT**
8 **I, LLC, FROM MULTIPLE-FAMILY DWELLING (R-2) TO PLANNED**
9 **DEVELOPMENT (PD); APPROVING A PLANNED DEVELOPMENT (PD)**
10 **DISTRICT CONCEPT PLAN; PROVIDING FOR SEVERABILITY AND AN**
11 **EFFECTIVE DATE.**

12 **WHEREAS,** Comins Development I, LLC, (hereinafter "Owner") has made application for the
13 rezoning of its property located at 7710, 7728 and 7740 Daetwyler Drive, Belle Isle, Florida, having
14 Orange County Tax Parcel Identification Numbers 29-23-30-0000-00-013, 29-23-30-4986-00-010 and
15 29-23-30-4986-00-040 being approximately 3.791 acres and legally described in **Exhibit "A"** attached
16 hereto (hereinafter "the Property") from Multiple-Family Dwelling (R-2) to Planned Development (PD);
17 and

18 **WHEREAS,** the Property has a Medium Density Future Land Use Map designation; and

19 **WHEREAS,** the Planning and Zoning Board of the City of Belle Isle has reviewed the Owner's
20 request at a public hearing and has made a recommendation to the City Council; and

21 **WHEREAS,** after public notice and due consideration of public comment, the City Council of
22 the City of Belle hereby finds and declares the adoption of this Ordinance and the proposed
23 development of the Property is consistent with the City of Belle Isle Comprehensive Plan and the land
24 development regulations set forth in the City of Belle Isle Code of Ordinances; and

25 **WHEREAS,** based on competent substantial evidence in the record, the requested rezoning
and preliminary concept plan set forth in this Ordinance meets all applicable criteria specified in the
City of Belle Isle Comprehensive Plan and the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belle Isle, Florida as
follows:

1 **SECTION 1.** The Property described above and in **Exhibit “A”** attached hereto is hereby rezoned
2 from Multiple-Family Dwelling (R-2) to Planned Development (PD) subject to the following conditions
3 and restrictions:

4 A. *Concept Plan.* The Silver Isles Townhome Preliminary Concept Plan attached hereto as
5 **Exhibit “B”** (“Concept Plan”) is hereby approved. All development of the Property must conform
6 to Concept Plan, including the development standards and requirements identified on the Concept
7 Plan. Should any conflict be found between this Ordinance and the Concept Plan then the
8 standards and conditions established by this Ordinance shall control.

9 B. *Code Provisions.* Unless specifically noted elsewhere in the Concept Plan attached hereto, or
10 expressly provided for herein, all development on the Property must comply with the general zoning
11 requirements of the Planned Development zoning district. Such requirements include any approval
12 or amendment procedures pertaining to the Planned Development zoning district. The Land
13 Development Code of the Belle Isle Code of Ordinances, as amended, shall govern the
14 development of the Property with respect to any matter not addressed by this Ordinance or its
15 attached exhibits.

16 C. *Permitted Uses.* The permitted uses for the Property are as follows: Attached single-family
17 townhome dwellings and community amenities consistent with the Concept Plan. All other uses
18 are prohibited.

19 D. *Minimum Size.* The minimum size of each townhome unit shall be 2,000 square feet under air
20 conditioning. The minimum size of each lot shall be 1,703 square feet of land.

21 E. *Maximum Building Height.* The maximum height of structures shall be 30 feet for lakefront lots.
22 The maximum height of structures shall be 35 feet for non-lakefront lots.

23 F. *Garages.* Each townhome unit shall be developed with a double car garage.

24 G. *Setbacks.* The setbacks shall be consistent with those depicted on the Concept Plan.

25 H. *Density.* There shall be a maximum of thirty (30) townhome dwelling units on the Property.

- 1 I. *Architectural Features.* The lakefront townhome dwelling units shall be developed consistent with
2 one of the architectural concepts set forth in **Exhibit “C”** attached hereto and incorporated herein
3 by this reference, and the non-lakefront townhome dwelling units shall include elements from the
4 architectural concept that is selected for the lakefront units.
- 5 J. *Recreational Open Space.* The Property shall be developed and maintained to preserve
6 recreational open space as depicted on the Concept Plan. The recreational open space areas
7 located on either side of the center lakefront building shown on the Concept Plan shall be
8 developed to include hardscape elements and landscape plantings substantially similar to the
9 depiction set forth in **Exhibit “D”** attached hereto and incorporated herein by this reference.
- 10 K. *Platting.* The Property shall be platted in a single phase. The Owner shall obtain a single final plat
11 for the subdivision of the Property to accommodate all of the proposed townhome lots and common
12 area tracts. The final plat shall contain necessary dedications of easements, including for drainage,
13 utilities and access, with terms acceptable to the City. All site infrastructure improvements (not
14 including docks and piers) must be completed prior to final plat approval, unless the completion of
15 such improvements are secured by a performance bond, then in such case these improvements
16 shall be completed prior to occupancy of any structure.
- 17 L. *HOA.* The Owner shall create a homeowners association (“HOA”) pursuant to Chapter 720,
18 Florida Statutes, to enforce a set of declaration of covenants, conditions and restrictions
19 (“Declaration”) binding upon the Property and its lot owners and to be responsible for the operation,
20 maintenance and repair of all common areas and improvements thereon and having the power to
21 assess the lots and lot owners within the subdivision to pay for common area operation,
22 maintenance and repair expenses. The Declaration shall also incorporate the requirements and
23 restrictions applicable to any docks and/or fishing/observation piers as set forth in subsection N
24 which are acceptable to the City and give the City the right to enforce such restrictive covenants.
25 As part of the platting process, the Owner shall submit the proposed Declaration to the City for

1 review and approval. The Declaration shall be executed and recorded in the public records
2 concurrently with the recording of the approved final plat. The common area tracts shall be deeded
3 to the HOA concurrently with the recording of the final plat.

4 M. *Private Right-of-Way/Roads.* The internal rights-of-way to the Project will be privately owned,
5 operated and maintained by the Project's HOA and each lot shall be given an easement by the
6 HOA providing rights for access to and from their lots and public rights-of-way. The final plat shall
7 dedicate to the City of Belle Isle and other public service and emergency service providers, a
8 non-exclusive easement over and through private right-of-way tract(s) and any other privately
9 owned internal roads, alleys, paved areas and sidewalks for vehicular and pedestrian ingress
10 and egress access for the purpose of providing public and emergency services to the
11 subdivision, including but not limited to, postal, fire protection, police protection, emergency
12 medical transportation, code enforcement, garbage, utilities and other public and emergency
13 services. The City shall have no obligation to maintain the private right-of-way and
14 improvements thereon.

15 N. *Docks.* The following conditions shall apply to any dock and/or any fishing/observation pier:
16 i. Dock permitting shall only occur after approval and recording of a final plat and the
17 creation of the HOA for the Property;
18 ii. The applicant for any dock or fishing/observation pier shall be the HOA;
19 iii. Any dock and any fishing/observation pier shall be owned and maintained by the HOA.
20 The HOA may lease boat slips to individual owners of the townhomes units in this PD;
21 iv. No boathouses shall be allowed on any dock or on any the fishing/observation pier;
22 v. No storage lockers shall be located on any dock or on any fishing/observation pier;
23 vi. No dock or fishing/observation pier shall be located within thirty feet (30') from the
24 residential property to the north of the Property or twenty feet (20') from the property to
25 the south of the Property.

- 1 vii. No overnight mooring, or other mooring more than 1 hour per vessel in a 24-hour period,
2 shall be allowed on a fishing/observation pier. Drop-off and pick-up of boat passengers
3 from a fishing/observation pier is allowed.
- 4 viii. The length and location of any dock or any fishing/observation pier shall be governed by
5 the City Code permitting process; provided, however, that the size of any dock and any
6 fishing/observation pier shall comply with the following conditions set forth below that
7 were recommended by the Planning and Zoning Board on April 25, 2017.
- 8 ix. The existing boat docks and boat ramp on the Property as of the Effective Date of this
9 Ordinance shall be removed prior to the installation of any new boat dock or
10 fishing/observation pier.
- 11 x. No dock shall be permitted by the City nor constructed prior to 25% of the total number
12 of dwelling units approved with this Ordinance are permitted, constructed, and receive
13 a certificate of occupancy;
- 14 xi. Any proposed boat dock shall be deed restricted for use only by residents/lot owners
15 within the development and not utilized for commercial lease or profit; and
- 16 xii. The location, length and layout and design of any boat dock or any fishing/observation
17 pier shall be determined through a separate Belle Isle permitting process in accordance
18 with the Belle Isle boat dock regulations, except that the terminal platform of any
19 fishing/observation pier shall be no larger than ten feet by twenty feet (10' X 20'), the
20 height of any dock and any fishing/observation pier shall be no greater than five feet (5')
21 above the Normal High Water Line ("NHWL"), and the maximum size of dock terminal
22 platforms, cumulatively, shall not exceed 3,600 square feet.

23 O. *Development Plan/PD Expiration.* The Owner shall submit a development plan for review and
24 approval pursuant to the provisions of Chapter 54, Section 54-77 (e) (4) of the Land Development Code
25 of the Belle Isle Code of Ordinances. Copies of the State Department of Environmental Protection

1 (DEP) and Orange County permits issued for lakefront clearing shall be provided with the Development
2 Plan submittal. If the Owner fails to obtain final approval of said development plan within one year of
3 the Effective Date of this Ordinance, the entitlements under this Ordinance shall become null and void
4 and the zoning classification of the Property shall revert to R-2 pursuant to the provisions of Section
5 54-77 (e) (4), Land Development Code of the Belle Isle Code of Ordinances.

6 P. *Violation.* A violation of this Ordinance or any of its Exhibits is considered a violation of the
7 Land Development Code of the Belle Isle Code of Ordinances and zoning of the Property.

8 Q. This Ordinance is the approval of the Revised PD contemplated by the Settlement Agreement
9 between the City and Owner approved by the City Council on October 3, 2017. The provisions of this
10 Ordinance, which incorporate agreed-upon revisions to the Settlement Agreement, are intended to
11 supersede the Settlement Agreement, and this Ordinance shall govern and control the development
12 of the Property.

13 **SECTION 2.** Zoning Map. The City Manager is hereby authorized and directed to amend the Official
14 City of Belle Isle Zoning Map consistent with the provisions of this Ordinance.

15
16 **SECTION 3.** Severability. If any word, phrase, sentence, clause or other portion of this Ordinance is
17 determined to be invalid, void or unconstitutional, the remainder of this Ordinance shall remain in effect.
18

19 **SECTION 4.** Effective date. This Ordinance shall take effect immediately upon adoption.
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21
22 First Reading held this 7th day of November, 2017

23 Second Reading held this 21st day of November, 2017
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YES

NO

ABSENT

Ed Gold

Anthony Carugno

Jeremy Weinsier

Bobby Lance

Harvey Readey

Lenny Mosse

Sue Nielsen

LYDIA PISANO, MAYOR

ATTEST:

Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality

City Attorney

1 **STATE OF FLORIDA**

2 **COUNTY OF ORANGE**

3 **I, Yolanda Quiceno, CITY CLERK** of the City of Belle Isle do hereby certify that the above and
4 foregoing document ORDINANCE 17-03 was duly and legally passed by the Belle Isle City Council, in
5 session assembled on the _____ day of _____ 2017, at which session a quorum of its members
6 were present.

7

8 _____
Yolanda Quiceno, CMC-City Clerk

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EXHIBIT "A"

TRACT 1:

THAT PART OF THE SOUTH 75 FEET OF THE NORTH 235 FEET OF THE SOUTH ONE HALF OF GOVERNMENT LOT 3, OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF THE COUNTY PAVED ROAD.

TRACT 2:

BEGINNING AT A POINT WHICH IS 825.5 FEET SOUTH AND 1792.85 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 3, OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING, BEING IN THE ORIGINAL GOVERNMENT MEANDER LINE OF THE EASTERLY SHORE OF "LAKE CONWAY"; RUN WITH THE SAID ORIGINAL GOVERNMENT MEANDER LINE SOUTH 3 DEGREES 57 MINUTES WEST, 75.18 FEET TO A POINT IN THE SOUTH LINE OF THE SOUTH 75 FEET OF THE NORTH 235 FEET OF THE SOUTH HALF OF GOVERNMENT LOT 3; THENCE WITH THE EXTENSION OF SAID SOUTH LINE, WESTERLY 64.0 FEET TO A 4" X 4" CONCRETE MONUMENT SET ON THE 86.4 FOOT CONTOUR LINE AS ESTABLISHED FROM THE UNITED STATES COAST AND GEODETIC SURVEY DATUM THENCE WITH SAID 86.4 FOOT CONTOUR LINE NORTH 0 DEGREES 29 MINUTES WEST, 75.0 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 75 FEET OF THE NORTH 235 FEET OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3, EXTENDED WESTERLY; THENCE WITH NORTH LINE EASTERLY 70.0 FEET TO THE POINT OF BEGINNING.

TRACT 3:

THE NORTH 160 FEET OF THE SOUTH ONE HALF OF GOVERNMENT LOT 3, OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF THE COUNTY ROAD.

TRACT 4:

BEGINNING AT A POINT 666.53 FEET SOUTH AND 1784.45 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, SAID POINT BEING AT THE INTERSECTION OF THE ORIGINAL GOVERNMENT MEANDER LINE OF LAKE CONWAY WITH THE PROJECTED SOUTH LINE OF LOT 7, BLOCK 2, OF SILVER BEACH SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK L. PAGE 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING WESTERLY ALONG THE PROJECTION OF THE SOUTH LINE OF SAID LOT 7 AND 66.9 FEET FROM THE ORIGINAL SOUTHWEST CORNER OF LOT 7, BLOCK 2 OF SILVER BEACH SUBDIVISION, RUN THENCE WITH THE ORIGINAL GOVERNMENT MEANDER LINE SOUTH 3 DEGREES 57 MINUTES WEST 160.38 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF THE NORTH 160 FEET OF THE SOUTH HALF OF GOVERNMENT LOT 3; THENCE WITH SAID LINE WEST 70.0 FEET TO A 4" X 4" CONCRETE MONUMENT SET IN THE 86.4 FOOT CONTOUR LINE AS ESTABLISHED BY THE UNITED STATES COAST AND GEODETIC SURVEY DATUM; THENCE WITH THE SAID 86.4 CONTOUR LINE, NORTH 15 DEGREES 33 MINUTES EAST, 166.08 FEET TO A 4" X 4" CONCRETE MONUMENT IN THE SOUTH LINE OF SILVER BEACH SUBDIVISION; THENCE WITH SAID LINE EAST 36.5 FEET TO THE POINT OF BEGINNING.

1 LESS THAT PART OF TRACTS 3 AND 4 BEING MORE PARTICULARLY DESCRIBED AS
2 FOLLOWS:

3 LAND DESCRIPTION CREATED: A TRACT OF LAND SITUATED IN SECTION 29, TOWNSHIP 23
4 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY
5 DESCRIBED AS FOLLOWS:

6 BEGINNING AT A POINT AT THE INTERSECTION OF THE ORIGINAL GOVERNMENT MEANDER
7 LINE OF LAKE CONWAY WITH THE PROJECTED SOUTH LINE OF LOT 7, BLOCK 2 OF SILVER
8 BEACH SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK L, PAGE 72, OF
9 THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING
10 WESTERLY ALONG THE PROJECTION OF THE SOUTH LINE OF SAID LOT 7 AND 66.9 FEET
11 FROM THE ORIGINAL SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89
12 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF
13 OF GOVERNMENT LOT 3 BEING THE PROJECTED SOUTH LINE OF SAID SILVER BEACH
14 SUBDIVISION FOR A DISTANCE OF 45.47 FEET TO A POINT OF INTERSECTION WITH THE
15 NORMAL HIGH WATER LINE OF LAKE CONWAY; THENCE ALONG SAID NORMAL HIGHWATER
16 LINE THE FOLLOWING COURSE AND DISTANCE: SOUTH 10 DEGREES 58 MINUTES 06
17 SECONDS WEST, 7.89 FEET; SOUTH 26 DEGREES 24 MINUTES 46 SECONDS EAST, 17.24
18 FEET; SOUTH 10 DEGREES 37 MINUTES 44 SECONDS WEST, 47.43 FEET; SOUTH 12
19 DEGREES 35 MINUTES 16 SECONDS WEST, 17.64 FEET; SOUTH 13 DEGREES 16 MINUTES 08
20 SECONDS WEST, 13.50 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS EAST
21 PARALLEL WITH SAID NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 3, A
22 DISTANCE OF 143.52 FEET; THENCE NORTH 10 DEGREES 37 MINUTES 44 SECONDS EAST, A
23 DISTANCE OF 101.84 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE; THENCE
24 NORTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG SAID NORTH LINE, 107.31
25 FEET TO SAID POINT OF BEGINNING.

TRACT 5:

A TRACT OF LAND SITUATED IN SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST,
ORANGE COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE ORIGINAL GOVERNMENT MEANDER
LINE OF LAKE CONWAY WITH THE PROJECTED SOUTH LINE OF LOT 7, BLOCK 2 OF SILVER
BEACH SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK L, PAGE 72, OF
THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING
WESTERLY ALONG THE PROJECTION OF THE SOUTH LINE OF SAID LOT 7 AND 66.9 FEET
FROM THE ORIGINAL SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89
DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF
OF GOVERNMENT LOT 3 BEING THE PROJECTED SOUTH LINE OF SAID SILVER BEACH
SUBDIVISION FOR A DISTANCE OF 45.47 FEET TO A POINT OF INTERSECTION WITH THE
NORMAL HIGH WATER LINE OF LAKE CONWAY; THENCE ALONG SAID NORMAL HIGH
WATER LINE THE FOLLOWING COURSE AND DISTANCE: SOUTH 10 DEGREES 58 MINUTES
06 SECONDS WEST, 7.89 FEET; SOUTH 26 DEGREES 24 MINUTES 46 SECONDS EAST, 17.24
FEET; SOUTH 10 DEGREES 37 MINUTES 44 SECONDS WEST, 47.43 FEET; SOUTH 12
DEGREES 35 MINUTES 16 SECONDS WEST, 17.64 FEET; SOUTH 13 DEGREES 16 MINUTES 08
SECONDS WEST, 13.50 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS EAST,

1 PARALLEL WITH SAID NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 3, A
DISTANCE OF 143.52 FEET; THENCE NORTH 10 DEGREES 37 MINUTES 44 SECONDS EAST, A
2 DISTANCE OF 101.84 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE; THENCE
NORTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG SAID NORTH LINE, 107.31
3 FEET TO SAID POINT OF BEGINNING.

4 CONTAINS 116,262 SQUARE FEET OR 2.6690 ACRES MORE OR LESS.

5 AND

6 LOTS 1 THROUGH 4, LARKINVILLE USA, ACCORDING TO THE PLAT THEREOF, RECORDED IN
PLAT BOOK 15, PAGE 16, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

7 CONTAINS 48,895 SQUARE FEET OR 1.1225 ACRES MORE OR LESS.
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PLANNED DEVELOPMENT/ PRELIMINARY SUBDIVISION PLAN FOR **SILVER ISLES TOWNHOME PROJECT** **7710, 7728, AND 7740 DAETWYLER DRIVE** **BELLE ISLE, ORANGE COUNTY, FLORIDA**

PARCEL I.D. Nos. 29-23-30-4986-00-010, 29-23-30-4986-00-040, AND 29-23-30-4986-00-013

OWNER/APPLICANT: COMINS DEVELOPMENT
9145 NARCOOSSEE RD. #102
ORLANDO, FL 32832
PHONE: 407-281-8455

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BLVD.
ORLANDO, FLORIDA 32811
PHONE: 407-423-0504

SURVEYOR: IRELAND & ASSOCIATES SURVEYING INC
1300 INTERNATIONAL PKWY #2001
LAKE MARY, FLORIDA 32746
PHONE: 407-678-3366

PERMITTING AGENCIES

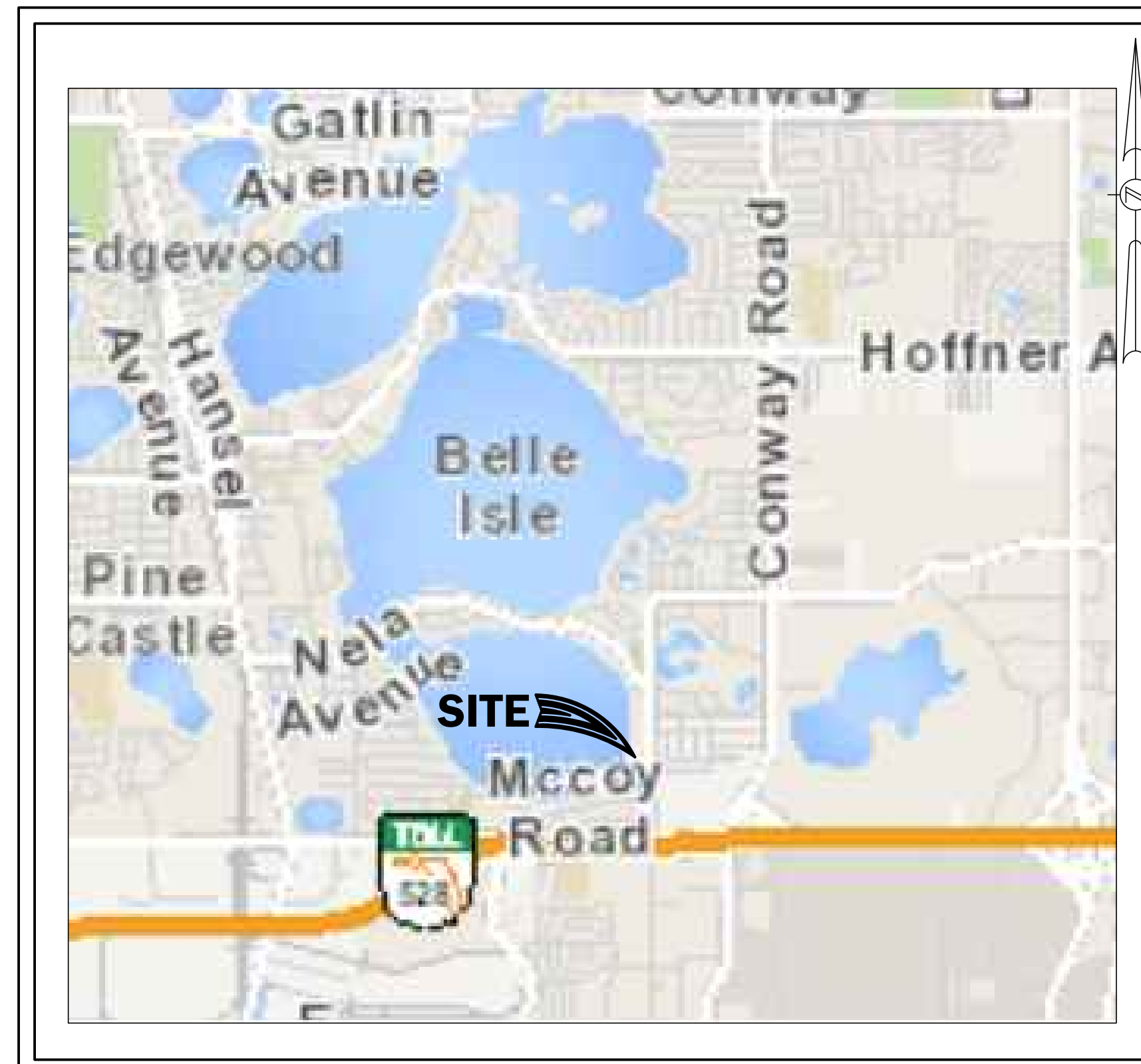
S.J.R.W.M.D.: ENVIRONMENTAL RESOURCE PERMIT
F.D.E.P.: WATER AND WASTEWATER SYSTEM PERMITS
F.D.E.P.: NOTICE OF INTENT (NPDES PERMIT)
CITY OF BELLE ISLE: SUBDIVISION PLAN APPROVAL
ORLANDO UTILITIES COMMISSION: WATER SYSTEM PERMITS

UTILITY COMPANIES

WATER: (407) 434-2576
WASTEWATER: (407) 254-9764
WASTEWATER: (407) 246-3525
ELECTRIC: (407) 905-3321
TELEPHONE: (561) 997-0240
CABLE: (407) 532-8509
CABLE: (352) 516-3824

ORLANDO UTILITIES COMMISSION
ORANGE COUNTY UTILITIES
CITY OF ORLANDO BUREAU OF WASTEWATER
DUKE ENERGY
AT&T
SPECTRUM
COMCAST CABLE COMMUNICATIONS

SITE VICINITY MAP



NOT TO SCALE

PLAN INDEX

- C-1 COVER SHEET**
- C-2 BOUNDARY & TOPOGRAPHIC SURVEY, SHEET 1 OF 2**
- C-3 BOUNDARY & TOPOGRAPHIC SURVEY, SHEET 2 OF 2**
- C-4 PRELIMINARY SITE GEOMETRY PLAN**
- C-5 PRELIMINARY SITE DRAINAGE & UTILITY PLANS**



Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us

FLORIDA ENGINEERING GROUP, INC.
CERTIFICATE No. EB-0006595

JEAN M. ABIAOUN, P.E.
LICENSE NO. 45128

LEGAL DESCRIPTION:

TRACT 1: THAT PART OF THE SOUTH 75 FEET OF THE NORTH 235 FEET OF THE SOUTH ONE HALF OF GOVERNMENT LOT 3, OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF THE COUNTY PAVED ROAD.

TRACT 2: BEGINNING AT A POINT WHICH IS 825.5 FEET SOUTH AND 1792.85 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 3, OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING, BEING IN THE ORIGINAL GOVERNMENT MEANDER LINE OF THE EASTERLY SHORE OF "LAKE CONWAY"; RUN WITH THE SAID ORIGINAL GOVERNMENT MEANDER LINE SOUTH 3 DEGREES 57 MINUTES WEST, 75.18 FEET TO A POINT IN THE SOUTH LINE OF THE SOUTH 75 FEET OF THE NORTH 235 FEET OF THE SOUTH HALF OF GOVERNMENT LOT 3, THENCE WITH THE EXTENSION OF SAID SOUTH LINE, WESTERLY 64.0 FEET TO A 4" X 4" CONCRETE MONUMENT SET ON THE 86.4 FOOT CONTOUR LINE AS ESTABLISHED FROM THE UNITED STATES COAST AND GEODETIC SURVEY DATUM THENCE WITH SAID 86.4 FOOT CONTOUR LINE NORTH 0 DEGREES 29 MINUTES WEST, 75.0 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 75 FEET OF THE NORTH 235 FEET OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3, EXTENDED WESTERLY; THENCE WITH NORTH LINE EASTERLY 70.0 FEET TO THE POINT OF BEGINNING.

TRACT 3: THE NORTH 160 FEET OF THE SOUTH ONE HALF OF GOVERNMENT LOT 3, OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF THE COUNTY ROAD.

TRACT 4: BEGINNING AT A POINT 666.53 FEET SOUTH AND 1784.45 FEET WEST OF THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, SAID POINT BEING AT THE INTERSECTION OF THE ORIGINAL GOVERNMENT MEANDER LINE OF LAKE CONWAY WITH THE PROJECTED SOUTH LINE OF LOT 7, BLOCK 2, OF SILVER BEACH SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK L, PAGE 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING WESTERLY ALONG THE PROJECTION OF THE SOUTH LINE OF SAID LOT 7 AND 66.9 FEET FROM THE ORIGINAL SOUTHWEST CORNER OF LOT 7, BLOCK 2 OF SILVER BEACH SUBDIVISION, RUN THENCE WITH THE ORIGINAL GOVERNMENT MEANDER LINE SOUTH 3 DEGREES 57 MINUTES WEST 160.38 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF THE NORTH 160 FEET OF THE SOUTH HALF OF GOVERNMENT LOT 3; THENCE WITH SAID LINE WEST 70.0 FEET TO A 4" X 4" CONCRETE MONUMENT SET IN THE 86.4 FOOT CONTOUR LINE AS ESTABLISHED BY THE UNITED STATES COAST AND GEODETIC SURVEY DATUM; THENCE WITH THE SAID 86.4 FOOT CONTOUR LINE, NORTH 15 DEGREES 33 MINUTES EAST, 166.08 FEET TO A 4" X 4" CONCRETE MONUMENT IN THE SOUTH LINE OF SILVER BEACH SUBDIVISION; THENCE WITH SAID LINE EAST 36.5 FEET TO THE POINT OF BEGINNING.

TRACT 5: LESS THAT PART OF TRACTS 3 AND 4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LAND DESCRIPTION CREATED: A TRACT OF LAND SITUATED IN SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE ORIGINAL GOVERNMENT MEANDER LINE OF LAKE CONWAY WITH THE PROJECTED SOUTH LINE OF LOT 7, BLOCK 2 OF SILVER BEACH SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK L, PAGE 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING WESTERLY ALONG THE PROJECTION OF THE SOUTH LINE OF SAID LOT 7 AND 66.9 FEET FROM THE ORIGINAL SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 3 BEING THE PROJECTED SOUTH LINE OF SAID SILVER BEACH SUBDIVISION FOR A DISTANCE OF 45.47 FEET TO A POINT OF INTERSECTION WITH THE NORMAL HIGH WATER LINE OF LAKE CONWAY; THENCE ALONG SAID NORMAL HIGH WATER LINE THE FOLLOWING COURSE AND DISTANCE: SOUTH 10 DEGREES 58 MINUTES 08 SECONDS WEST, 7.89 FEET; SOUTH 26 DEGREES 24 MINUTES 46 SECONDS EAST, 17.24 FEET; SOUTH 10 DEGREES 37 MINUTES 44 SECONDS WEST, 47.43 FEET; SOUTH 12 DEGREES 35 MINUTES 16 SECONDS WEST, 17.64 FEET; SOUTH 13 DEGREES 16 MINUTES 08 SECONDS WEST, 13.50 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS EAST PARALLEL WITH SAID NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 3, A DISTANCE OF 143.52 FEET; THENCE NORTH 10 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.84 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE; THENCE NORTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG SAID NORTH LINE, 107.31 FEET TO SAID POINT OF BEGINNING.

TRACT 5: A TRACT OF LAND SITUATED IN SECTION 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE ORIGINAL GOVERNMENT MEANDER LINE OF LAKE CONWAY WITH THE PROJECTED SOUTH LINE OF LOT 7, BLOCK 2 OF SILVER BEACH SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK L, PAGE 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING WESTERLY ALONG THE PROJECTION OF THE SOUTH LINE OF SAID LOT 7 AND 66.9 FEET FROM THE ORIGINAL SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 3 BEING THE PROJECTED SOUTH LINE OF SAID SILVER BEACH SUBDIVISION FOR A DISTANCE OF 45.47 FEET TO A POINT OF INTERSECTION WITH THE NORMAL HIGH WATER LINE OF LAKE CONWAY; THENCE ALONG SAID NORMAL HIGH WATER LINE THE FOLLOWING COURSE AND DISTANCE: SOUTH 10 DEGREES 58 MINUTES 08 SECONDS WEST, 7.89 FEET; SOUTH 26 DEGREES 24 MINUTES 46 SECONDS EAST, 17.24 FEET; SOUTH 10 DEGREES 37 MINUTES 44 SECONDS WEST, 47.43 FEET; SOUTH 12 DEGREES 35 MINUTES 16 SECONDS WEST, 17.64 FEET; SOUTH 13 DEGREES 16 MINUTES 08 SECONDS WEST, 13.50 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 25 SECONDS EAST, PARALLEL WITH SAID NORTH LINE OF SAID SOUTH HALF OF GOVERNMENT LOT 3, A DISTANCE OF 143.52 FEET; THENCE NORTH 10 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 101.84 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE; THENCE NORTH 89 DEGREES 38 MINUTES 25 SECONDS WEST ALONG SAID NORTH LINE, 107.31 FEET TO SAID POINT OF BEGINNING.

CONTAINS 116,262 SQUARE FEET OR 2.6690 ACRES MORE OR LESS.

ALTA / ACSM Land Title Survey

SCHEDULE B - Section II

EXCEPTIONS:

Issued by: Westcoast Land Title Insurance Company Underwriter: Absolute Title of Central Florida, LLC Plant File #: 15-26930 Effective Date: July 27, 2015 @ 8:00 AM

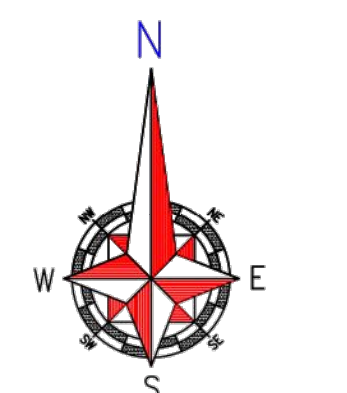
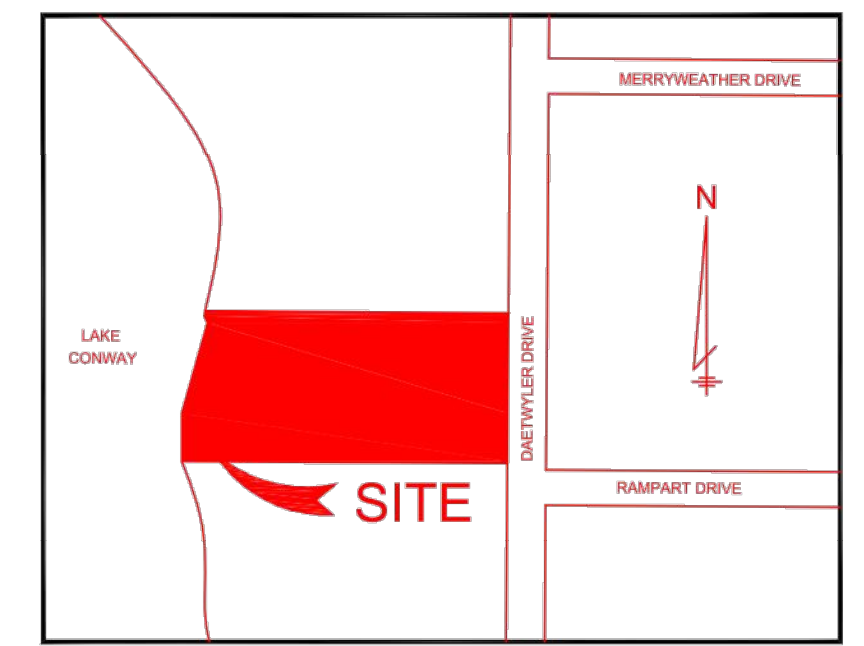
- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. Not Applicable to the Survey.
2. Rights or claims of parties in possession not shown by the Public Records. Not Applicable to the Survey.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjacent land. Based on Survey & As-Built.
4. Easements or claims of easements not shown by the Public Records. Not Applicable to the Survey.
5. Taxes or special assessments which are not shown as existing liens by the public records. Not Applicable to the Survey.
6. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable. Not Applicable to the Survey.
7. Easement(s) in favor of Florida Power Corporation recorded in Official Records Book 1680, Page 618, of the Public Records of Orange County, Florida. Easement Areas are not to be plotted hereon, although they do appear to affect subject property.
8. Agreement and Covenant recorded in Official Records Book 3135, Page 209, of the Public Records of Orange County, Florida. Subject to, Not Plotted.
9. Riparian rights and littoral rights, if any, incident to the land. Not Applicable to the Survey.
10. Title to any portion of the land lying below the ordinary high water mark of Lake Conway South, unaffected by fills, manmade jetties and bulkheads. Not Applicable to the Survey.
11. Rights, if any, of the property owners abutting pond or lake in and to the waters and the bed thereof; also the rights of property owners abutting any stream of water leading thereof or therefrom. Not Applicable to the Survey.
12. Title to beds or bottoms of lakes, rivers or other bodies of water located on or within the property are not insured. Not Applicable to the Survey.
13. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. Not Applicable to the Survey.

NOTE: Real Estate Taxes for the year 2014 were paid in the amount of \$12,900.85; Assessed Value \$682,595.00; Gross Amount \$12,900.85; Exemptions: No.; Folio No.: 29-23-30-0000-00-013. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: 1. Special Warranty Deed recorded February 9, 2011 in Official Records Book 10171, Page 1426, of the Public Records of Orange County, Florida.

Gross Land Area: 116,262 Square Feet or 2.6690 Acres more or less
Setback Requirements: Front: 30' Side: 7.5' Rear: 50' from NHHW ELEV= 86.9' NVD 29 (NOT RE-ESTABLISHED BY THIS SURVEY)

Zoning: R-2 (RESIDENTIAL 2)
Square footage of Buildings: 4,283 Square Feet more or less
Parking Space Size: (Standard) 0 Spaces (Handicap) 0 Spaces
There has been NO observable evidence of earth moving work, building construction or building additions within recent months.
There has been NO observable evidence of recent street or sidewalk construction or repairs.
Vehicular Access to Subject Property is provided by: DAETWYLER DRIVE

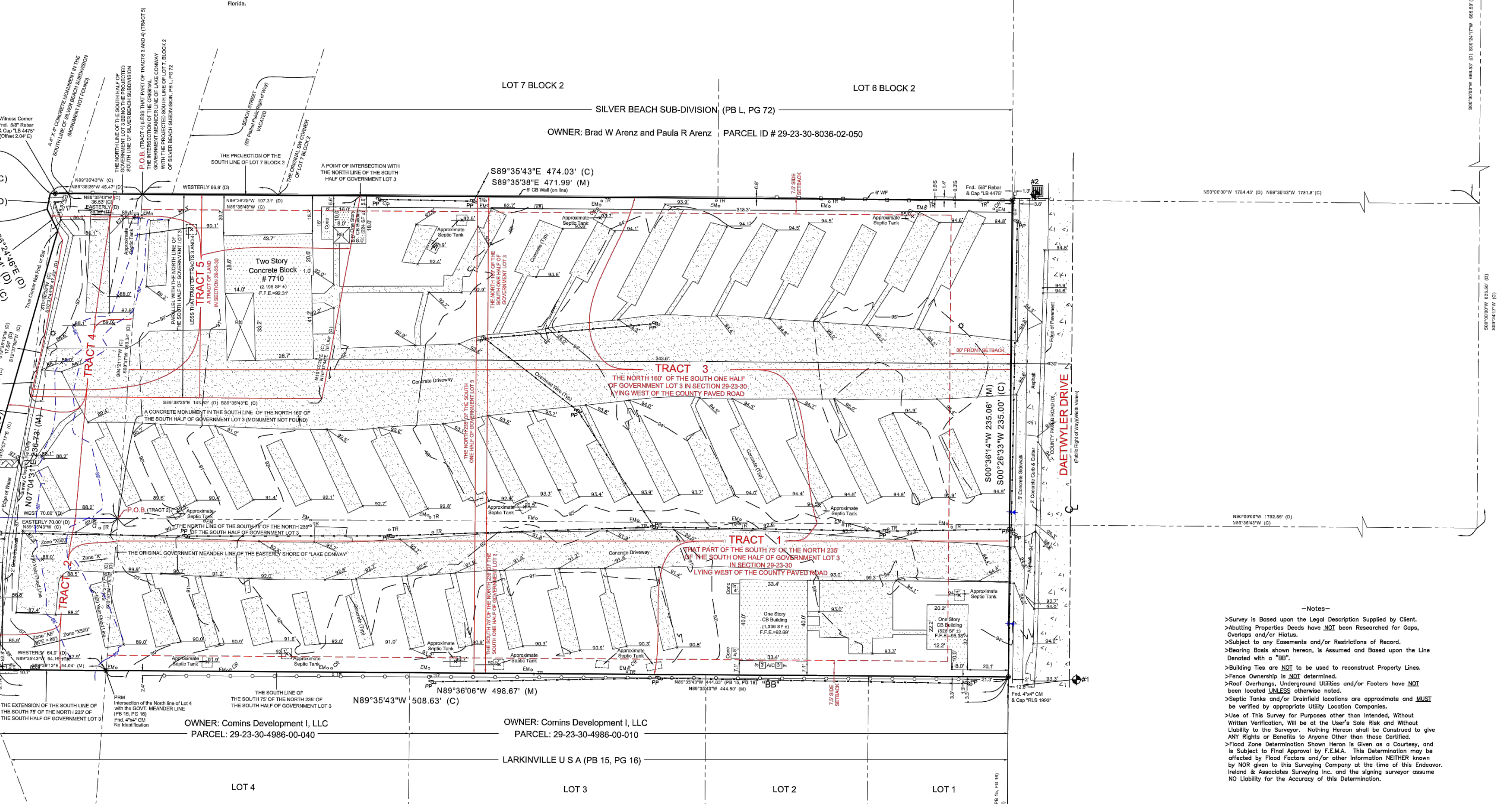
Benchmark Information: Orange County Datum Elevation: 91.3499' 2 1/2" Orange County Brass Disk in Headwall on East Side of Daetwyler for B-6 Canal (Elevations are based upon NAVD 88 Datum)
Site Benchmark Information: #1 Nail & Disk Benchmark LB7623' Elevation: 93.42' #2 Box Cut in Drainage Inlet Elevation: 95.62'



- Legend: BOLLARD, Calculated, Centerline, Concrete Block, Concrete Monument, Concrete, Description, Drainage Easement, Easmt., Easement, Federal Emergency Management Agency, Finished Floor Elevation, Found, Gas Meter, Gas Valve, Grease Trap, Handicap Parking, Handicap Ramp, Iron Pipe, Length (As), Measured, Nail & Disk, Non-Road, Official Records Book, Plat, Wood Fence, Point of Curvature, Page, Point of Intersection, Point of Beginning, Point on Line, Power Pole, Permitment Reference Monument, Point of Tangency, Radius, Road, Road & Cap, Roofed Dirt, Recovered, Roofed, Set, 3/4" Rebar & Cap, 1.8 7623", Screened Porch, Typical, Utility Easement, Delta (Central Angle), Chain Link Fence, Back Flow Preventor, Concrete Block, Cable Riser, Cleanout, Crosswalk Post, Curb Inlet, DOT Inlet, Dumpster Pad, Electric Box, Electric Meter, FDOT Storm Manhole, FIRE DEPARTMENT CONNECTION, FIBER OPTIC CABLE, FIBER OPTIC CABLE BOX, Fire Hydrant, Guy Anchor, HANDICAP PARKING, HANDICAP RAMP, Gas Meter, Gas Valve, Grease Trap, Concrete Light Pole, Mitered End Section, SIGN, PARKING SPACES, Concrete Power Pole, Rebar & Cap, Roofed Dirt, Recovered, Roofed, Sanitary Manhole, Sanitary Valve, Setback, Storm Inlet, STORM POLE TELEPHONE MANHOLE, Storm Manhole, TELEPHONE BOX, TELEPHONE RISER, TRAFFIC LIGHT POLE, TRAFFIC SIGNAL BOX, TRAFFIC PANEL, Transformer, Gas Valve, Water Meter, Water Meter, Water Junction Box

Ireland & Associates Surveying, Inc. 1301 S. International Parkway Suite 2001 Lake Mary, Florida 32746 www.irelandssurveying.com Office-407.678.3366 Fax-407.320.8165

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information Furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 55-172.02 Florida Administrative Codes, Pursuant to Section 472.022 Florida Statutes. Patrick K. Ireland FOR THE FIRM Date Signed: 10-13-15



Notes: Survey is Based upon the Legal Description Supplied by Client. Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hazards. Bearing Bases shown hereon, is Assumed and Based upon the Line Denoted with a "BS". Building Ties are NOT to be used to reconstruct Property Lines. Fence Ownership is NOT determined. Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted. Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. Use of this Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone Other than those Certified. Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other Information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying, Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

Flood Zone: X/500/AE Community Number: 12095C Parcel: 0430F Date: 09/25/2009 SITE ADDRESS: 7710 Daetwyler Drive, Orlando, FL 32812 (Parcel ID # 29-23-30-0000-00-013)

Table with columns for Revisions, Scale, Field Date, Approved By, Drawn By, Revised By, F.E.G. PROJECT NO. 15-084, SHEET NO. C-2, SHEET 2 OF 5, File Number: IS-23148

SCHEDULE B - Section II
EXCEPTIONS:

Issued by: Westcor Land Title Insurance Company
Underwriter: Absolute Title of Central Florida, LLC
Plant File #: 15-36809
Agent File #: AT-300
Effective Date: August 17, 2015 @ 8:00 AM

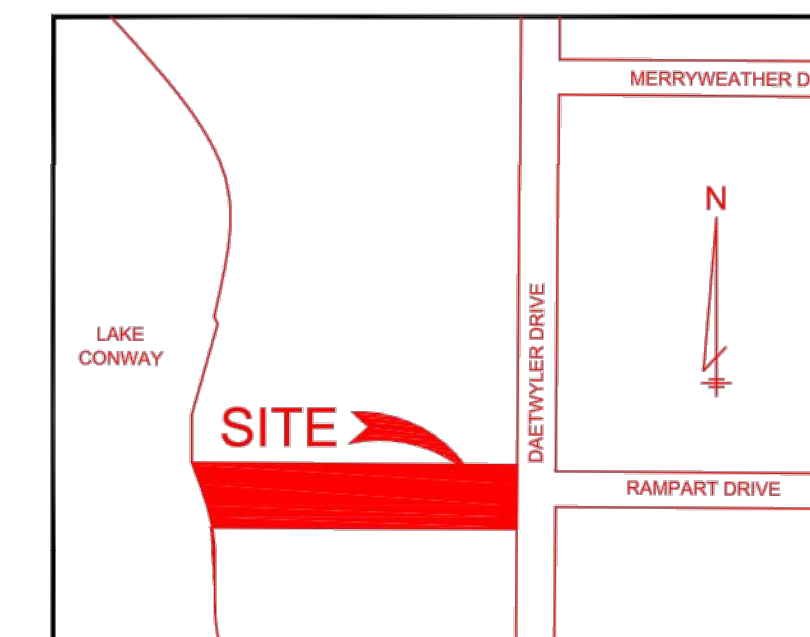
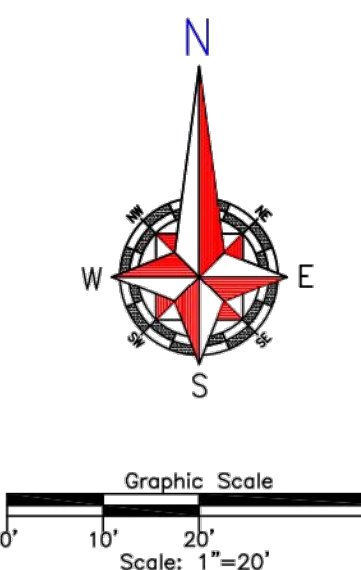
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. *Not Applicable to the Survey.*
 2. Rights or claims of parties in possession not shown by the Public Records. *Not Applicable to the Survey.*
 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land on adjoining land, and encroachments on the Land of existing improvements located on the adjoining land. *Plotted on Survey if Applicable.*
 4. Easements or claims of easements not shown by the Public Records. *Not Applicable to the Survey.*
 5. Taxes or special assessments which are not shown as existing liens by the public records. *Not Applicable to the Survey.*
 6. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable. *Not Applicable to the Survey.*
 7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 15, Page 16, of the Public Records of Orange County, Florida. *Subject to Affects as Shown.*
 8. Distribution Easement in favor of Florida Power Corporation recorded in Official Records Book 4010, Page 178, of the Public Records of Orange County, Florida. *Subject to Affects as Shown.*
 9. Subject to Land Use Agreement with the City of Belle Isle recorded in Official Records Book 3614, Page 764, of the Public Records of Orange County, Florida.
 10. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees. *Not Applicable to the Survey.*
 11. Reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 3757, Page 1223, of the Public Records of Orange County, Florida. *Not Applicable to the Survey.*
- (No determination has been made as to the current record holder of such mineral interest). Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.
12. Riparian rights and littoral rights, if any, incident to the land. *Not Applicable to the Survey.*
 13. The inalienable rights of the public to use the navigable waters covering lands described herein. *Not Applicable to the Survey.*
 14. Title to any portion of the land lying below the ordinary high water mark of Lake Conway, unaffected by fills, man-made jetties and bulkheads. *Not Applicable to the Survey.*
 15. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. *Not Applicable to the Survey.*

ALTA / ACSM Land Title Survey


LEGAL DESCRIPTION:



LOTS 1 THROUGH 4, LARKINVILLE USA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 16, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

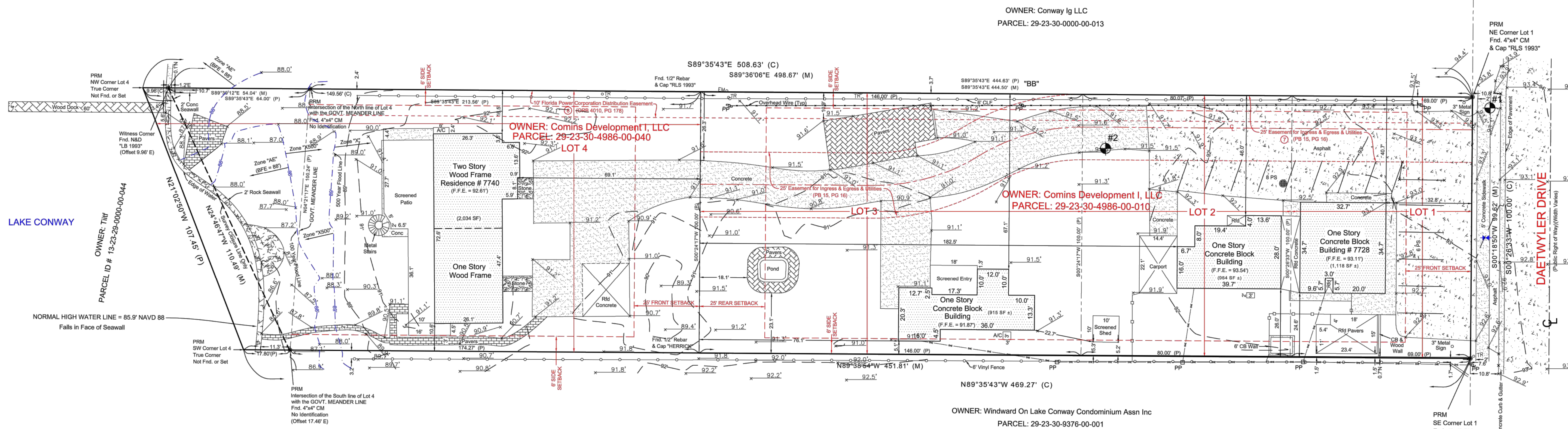
CONTAINS 48,895 SQUARE FEET OR 1.1225 ACRES MORE OR LESS.



Vicinity Map
Scale: NTS

-Benchmark Information-
 **Orange County Datum Elevation: 91.3499'**
 2 1/2" Orange County Brass Disk in Headwall on East Side of Daetwyler for B-6 Canal
 (Elevations are based upon NAVD 88 Datum)

-Site Benchmark Information-
 **#1**
 Nail & Disk "Benchmark LB7623"
 Elevation: **93.49'**
 **#2**
 Nail & Disk "Benchmark LB 7623"
 Elevation: **91.43'**



-Notes-

- >Survey is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have **NOT** been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are **NOT** to be used to reconstruct Property Lines.
- >Fence Ownership is **NOT** determined.
- >Roof Overhangs, Underground Utilities and/or Footers have **NOT** been located **UNLESS** otherwise noted.
- >Septic Tanks and/or Drainfield locations are approximate and **MUST** be verified by appropriate Utility Location Companies.
- >Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Constructed to give ANY Rights or Benefits to Anyone Other than those Certified.
- >Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information **NEITHER** known by NOR given to this Surveying Company at the time of this Endeavor.
- Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

Gross Land Area: 48,895 Square Feet or 1.1225 Acres more or less
 Setback Requirements:
 Front: 25'
 Side: 6'
 Rear: 25'
 Rear: 50' from NHWL ELEV= 86.9' NGVD 29 (NOT RE-ESTABLISHED BY THIS SURVEY)

Zoning: R-2 (RESIDENTIAL 2)

Square footage of Buildings: 5,021 Square Feet more or less
 Parking Space Size: (Standard) 14 Spaces
 (Handicap) 0 Spaces

There has been NO observable evidence of earth moving work, building construction or building additions within recent months.
 There has been NO observable evidence of recent street or sidewalk construction or repairs.

Vehicular Access to Subject Property is provided by:
 DAETWYLER DRIVE

-Legend-


- | |
|---|
| <ul style="list-style-type: none"> ○ - BOLLARD ○ - Calculated ○ - Centerline CB - Concrete Block CM - Concrete Monument Conc. - Concrete D - Description DE - Drainage Easement Exmt. - Easement F.E.M.A. - Federal Emergency Management Agency FFE - Finished Floor Elevation Fnd. - Found IP - Iron Pipe L - Length (Arc) M - Measured N&D - Nail & Disk N.R. - Non-Radial ORB - Official Records Book P - Plat P.B. - Plat Book o - Wood Fence o - Found Pg. - Page Pi - Point of Intersection P.O.B. - Point of Beginning P.O.L. - Point on Line PP - Permanent Reference Monument PT - Point of Tangency R - Radius R - Radius Rad. - Radial R&C - Rebar & Cap R.D. - Roofed Dirt Rec. - Concrete Rfd. - Roofed Set - Set 1/2" Rebar & Cap Rebar - Rebar SP - Screened Porch Typ. - Typical UE - Utility Easement Δ - Delta (Central Angle) -X- - Chain Link Fence Back Flow Preventor CB - Concrete Block o - Cable Riser o - Cleanout o - Crosswalk Post o - Curb Inlet o - DOT INLET DP - Dumpster Pad EB - ELECTRIC BOX EM - ELECTRIC METER F - Fire Department Connection F - FIBER OPTIC CABLE FOCB - FIBER OPTIC CABLE BOX Fire Hydrant o - Guy Anchor o - Handicap Parking HR - HANDICAP RAMP o - Gas Meter o - Gas Valve o - Grease Trap o - Concrete Light Pole o - Mitered End Section o - SIGN PS - PARKING SPACES PP - Concrete Power Pole o - Wood Power Pole o - Sanitary Manhole o - Sanitary Valve SB - Setback o - Storm Inlet o - SIGNAL POLE o - TELEPHONE MANHOLE o - Storm Manhole TB - TELEPHONE BOX o - TELEPHONE RISER o - TRAFFIC LIGHT POLE o - TRAFFIC SIGNAL BOX o - TRANSFORMER o - Gas Valve o - Water Valve o - Water Meter |
|---|

E.G. PROJECT NO. 15-084
 SHEET NO. C-3
 SHEET 3 OF 5

Flood Zone: X	Community Number: 12095C	Parcel: 0430F	Date: 09/25/2009
SITE ADDRESS: 7728 Daetwyler Drive, Orlando, FL 32812 (Parcel ID # 29-23-30-4986-00-010)			
Revisions			
Revised 10-13-15: Added Topographic Survey			
Added Lot 4: 08-21-15			
Scale: 1"= 20'	Approved By: PKI	Drawn By: DC	
Field Date: 08-11-15	PKI	Revised By: PKI	
ALTA / ACSM Land Title Survey Certified To: Christopher Comins Absolute Title of Central Florida, LLC Westcor Land Title Insurance Company			
File Number: IS-2314			- 126 -

Ireland & Associates Surveying, Inc.
 1301 S. International Parkway Suite 2001
 Lake Mary, Florida 32746
 www.irelandssurveying.com
 Office-407.678.3366
 Fax-407.320.8165

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information Furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 55-17.002 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.


 Patrick K. Ireland FOR THE FIRM
 State Signed: 10-13-15
 This Survey is intended ONLY for the use of Said Certified Parties. This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

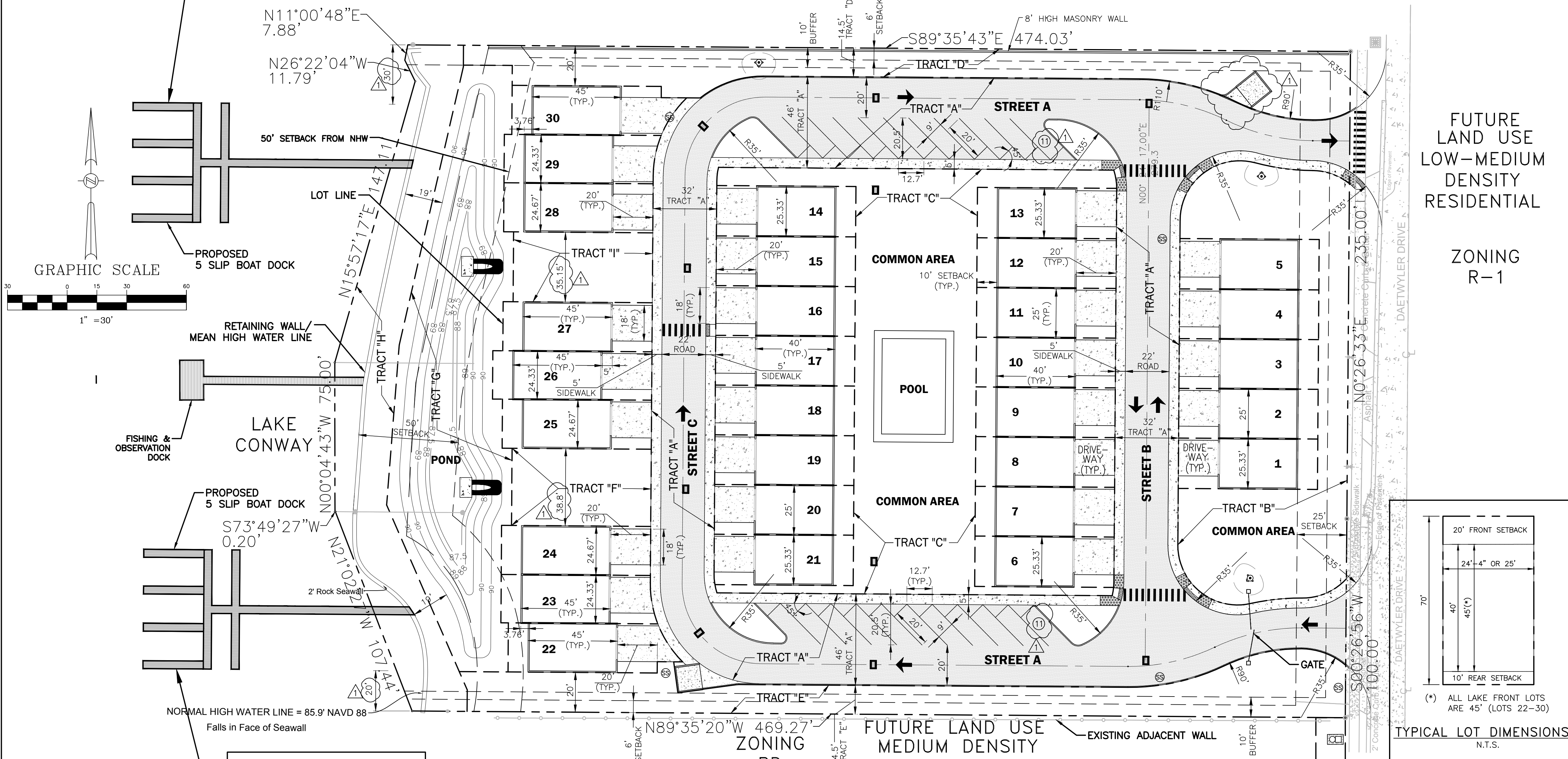
DOCKS SHOWN ARE FOR REFERENCE ONLY & ARE NOT TO SCALE.

FUTURE LAND USE
LOW DENSITY
RESIDENTIAL
ZONING
R-1-AA

SITE
PROPERTY LOCATION: DAETWYLER ROAD, BELLE ISLE, FLORIDA
SECTION, TOWNSHIP, RANGE: SECT. 29, TOWNSHIP 23 SOUTH, RANGE 30 EAST
PARCEL ID: 29-23-30-4986-00-010
29-23-30-4986-00-040
29-23-30-0000-00-013

FUTURE LAND USE DESIGNATION: MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING: R-2
EXISTING USE: MOBILE HOME PARK, RESIDENTIAL DWELLING, RESTAURANT
PROPOSED ZONING: PD
PROJECT AREA: 3.791 ACRES

NET DEVELOPABLE LAND: 3.791 ACRES
GROSS ACREAGE: 3.791 ACRES
NO WETLANDS: 0.0 ACRES
LAKE CONWAY JURISDICTIONAL AREA: 0.099 ACRES
NET DEVELOPABLE LAND: 3.692 ACRES



FUTURE LAND USE
LOW-MEDIUM
DENSITY
RESIDENTIAL
ZONING
R-1

RESIDENTIAL LOT INFORMATION:
BUILDING SETBACKS
FRONT 20'
SIDE 0'
REAR 10'
(* THE SETBACK FROM LAKE CONWAY SHALL BE 50' FROM NORMAL HIGH-WATER ELEVATION.)
MAJOR STREET SETBACK FROM DAETWYLER 55' FROM THE CENTERLINE

TOWNHOME LOTS:
25' MINIMUM LOT WIDTH PROPOSED (LOTS 1-21)
24'-4" MINIMUM LOT WIDTH PROPOSED (LOTS 22-30)

TOTAL LOTS: 30 LOTS
MINIMUM LOT SIZE - PROPOSED 1750 S.F.
MINIMUM TOWNHOME UNIT SIZE 2000 S.F.

MAXIMUM BUILDING HEIGHT
(* 30' IS ALLOWABLE FOR UNITS 22-30.
35' IS ALLOWABLE FOR UNITS NON-ABUTTING THE LAKE.)

ALLOWABLE NET RESIDENTIAL DENSITY:
5.6-10 DU/AC

PROPOSED NET RESIDENTIAL DENSITY:
7.6 D.U./ACRE

OPEN SPACE AND RECREATION AREA CALCULATIONS:

OPEN SPACE/RECREATION AREA REQUIRED: 0.923 ACRES
(3.692 ACRES X 25% = 0.923 AC.)

OPEN SPACE PROVIDED:

PORTION OF TRACT "A"	0.043 ACRE
TRACT "B"	0.214 ACRE
TRACT "C"	0.343 ACRE
TRACT "D"	0.190 ACRE
TRACT "E"	0.189 ACRE
TRACT "F"	0.062 ACRE
TRACT "G"	0.056 ACRE
TRACT "H"	0.116 ACRE
TOTAL AREA	1.213 ACRES
TOTAL PERCENTAGE	32.85%

TOTAL PROJECT AREA CALCULATIONS

TRACT	USE	AREA	%	OWNERSHIP
TRACT "A"	ACCESS, DRAINAGE & UTILITIES	0.980 ACRE	25.85%	HOA
TRACT "B"	OPEN SPACE/GREEN AREA	0.214 ACRE	5.66%	HOA
TRACT "C"	OPEN SPACE/GREEN AREA	0.343 ACRE	9.03%	HOA
TRACT "D"	OPEN SPACE/GREEN AREA	0.190 ACRE	5.02%	HOA
TRACT "E"	OPEN SPACE/GREEN AREA	0.189 ACRE	4.97%	HOA
TRACT "F"	OPEN SPACE/GREEN AREA	0.062 ACRE	1.64%	HOA
TRACT "G"	POND	0.306 ACRE	8.06%	HOA
TRACT "H"	OPEN SPACE/GREEN AREA	0.215 ACRE	5.67%	HOA
TRACT "I"	OPEN SPACE/GREEN AREA	0.056 ACRE	1.49%	HOA
TOTAL AREA:		3.791 ACRES	100.00%	

ADT TRAFFIC DATA PER ITE
AVERAGE DAILY TRAFFIC
TOWNHOME LOTS = 30 x 5.81 = 174 TRIPS PER DAY

PEAK HOUR TRAFFIC
TOWNHOME LOTS = 30 x 0.52 = 16 TRIPS PER HOUR

LOT AREA TABLE

LOT	AREA, SF	AREA, AC.	LOT	AREA, SF	AREA, AC.
1	1773.33	0.041	16	1750.00	0.040
2	1750.00	0.040	17	1750.00	0.040
3	1750.00	0.040	18	1750.00	0.040
4	1750.00	0.040	19	1750.00	0.040
5	1773.33	0.041	20	1750.00	0.040
6	1773.22	0.041	21	1772.48	0.041
7	1750.00	0.040	22	1954.43	0.045
8	1750.00	0.040	23	1850.95	0.042
9	1750.00	0.040	24	1850.00	0.042
10	1750.00	0.040	25	1850.00	0.042
11	1750.00	0.040	26	1946.68	0.045
12	1750.00	0.040	27	1850.00	0.042
13	1773.33	0.041	28	1850.00	0.042
14	1773.33	0.041	29	1851.02	0.042
15	1750.00	0.040	30	1954.61	0.045

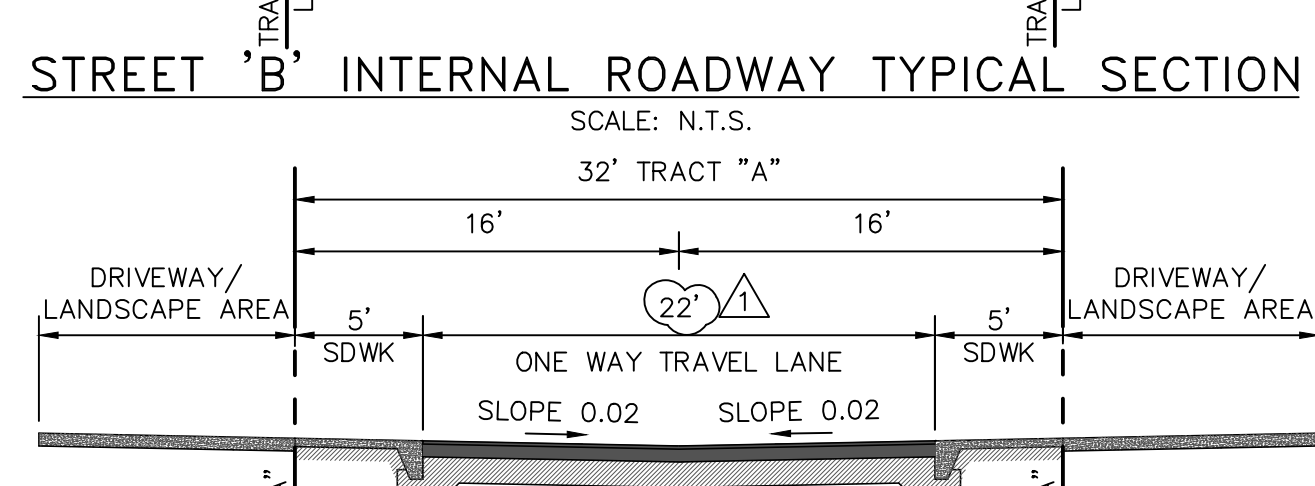
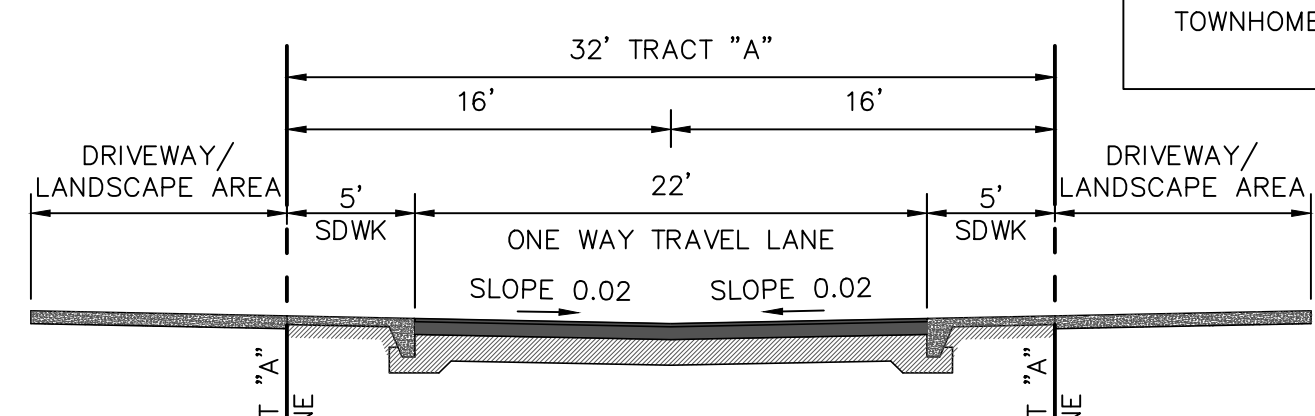
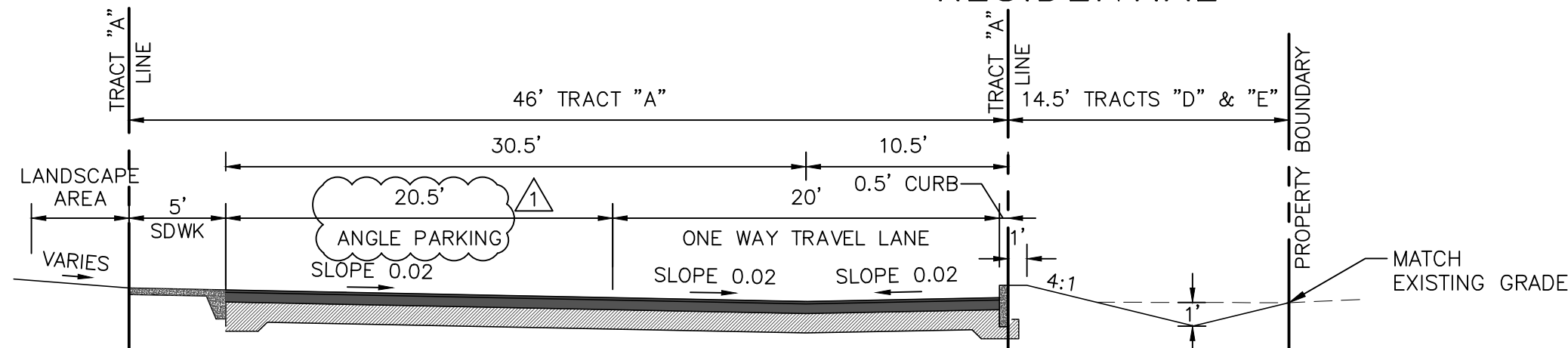
- GENERAL NOTES**
- ANY PROPOSED SIGNAGE SHALL COMPLY WITH SECTION 52.32
 - PROPOSED ROADWAYS ARE TO BE OWNED AND MAINTAINED BY HOA
 - FINAL DESIGN OF RECREATION TRACTS INCLUDING TYPE OF FACILITY, SETBACKS ACCESS AND PARKING, EXTERIOR LIGHTING AND LANDSCAPING/BUFFERING WILL BE IN ACCORDANCE WITH SECTION 54-77(d)(7) OF THE CITY OF BELLE ISLE CODE AND WILL BE SUBMITTED WITH FINAL ENGINEERING PLANS FOR THE APPROPRIATE PHASE OF THE PROJECT
 - PROJECT SHALL BE SERVED BY CENTRAL WATER AND WASTEWATER SYSTEMS
 - ALL RECREATION AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION
 - THIS PROJECT WILL BE CONSTRUCTED IN ONE PHASE
 - STORM MANAGEMENT SYSTEM WILL BE DESIGNED TO COMPLY WITH THE SJRWMD AND CITY OF BELLE ISLE REGULATIONS
 - DURING CONSTRUCTION, WHEN COMBUSTIBLE ARE BROUGHT ONTO THE SITE, ACCESS ROADS, AND SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED
 - BILLBOARDS AND POLE SITES SHALL BE PROHIBITED
 - NO COMMERCIAL OR PROFESSIONAL OFFICE USES WILL BE LOCATED WITHIN THE PLANNED DEVELOPMENT
 - ALL EXISTING STRUCTURES SHALL BE DEMOLISHED PRIOR TO NEW CONSTRUCTION
 - EXISTING SEAWALL TO REMAIN
 - EXISTING BOAT RAMPS AND DOCK SHALL BE DEMOLISHED PRIOR TO NEW CONSTRUCTION

GENERAL NOTES (CONT.)

- DUMPSTERS SHALL BE SCREENED BY A WALL AND GATE.
- PROPERTIES TO BE PLATTED AT ONE TIME IN A SINGLE PLAT.
- COPIES OF THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") AND ORANGE COUNTY PERMITS ISSUED FOR LAKEFRONT CLEARING SHALL BE PROVIDED WITH THE DEVELOPMENT PLAN SUBMITTAL.

BOAT DOCK NOTE:

APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF A PERMIT FOR THE CONSTRUCTION OF ANY BOAT DOCK (INCLUDING: BOARDWALKS OR OBSERVATION PIERS IN LAKE CONWAY, WETLANDS OR IN WETLAND BUFFER AREAS). ANY PERSON DESIRING TO CONSTRUCT A BOAT DOCK WITHIN THE SILVER ISLES PD SHALL FIRST APPLY FOR A PERMIT PRIOR TO THE INSTALLATION. A BOAT DOCK SHALL REQUIRE ADDITIONAL PERMITTING UNDER THE APPLICABLE PROVISIONS OF THE CITY CODE, THE SETTLEMENT AGREEMENT APPROVED BY THE CITY COUNCIL ON 10/3/17, AND THE PD ORDINANCE FOR THIS PROPERTY.



DATE	REVISIONS	BY	CHECKED
09/21/17	REVISED PER SETTLEMENT AGREEMENT WITH CITY OF BELLE ISLE	VP	JAA

PLANNED DEVELOPMENT/
PRELIMINARY SUBDIVISION PLAN
FOR
SILVER ISLES
7710, 7728, AND 7740 DAETWYLER DRIVE
BELLE ISLE, ORANGE COUNTY, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

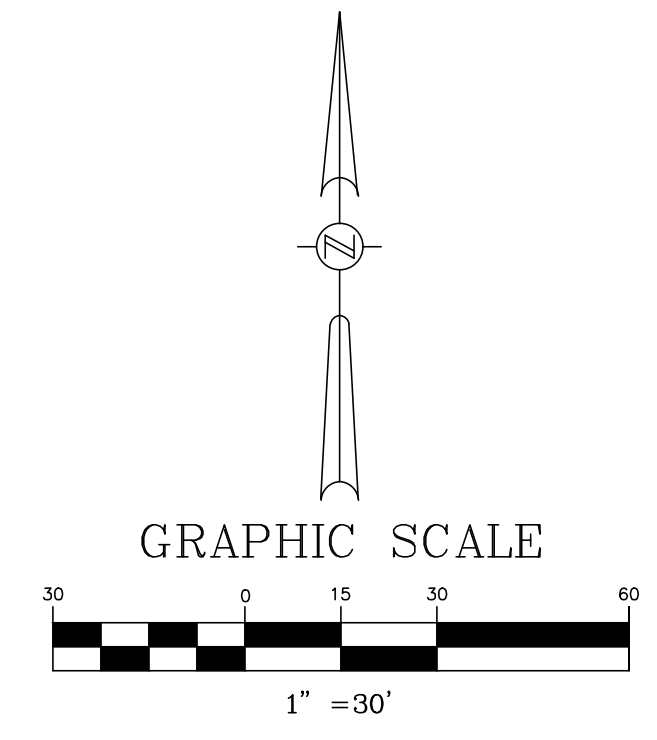
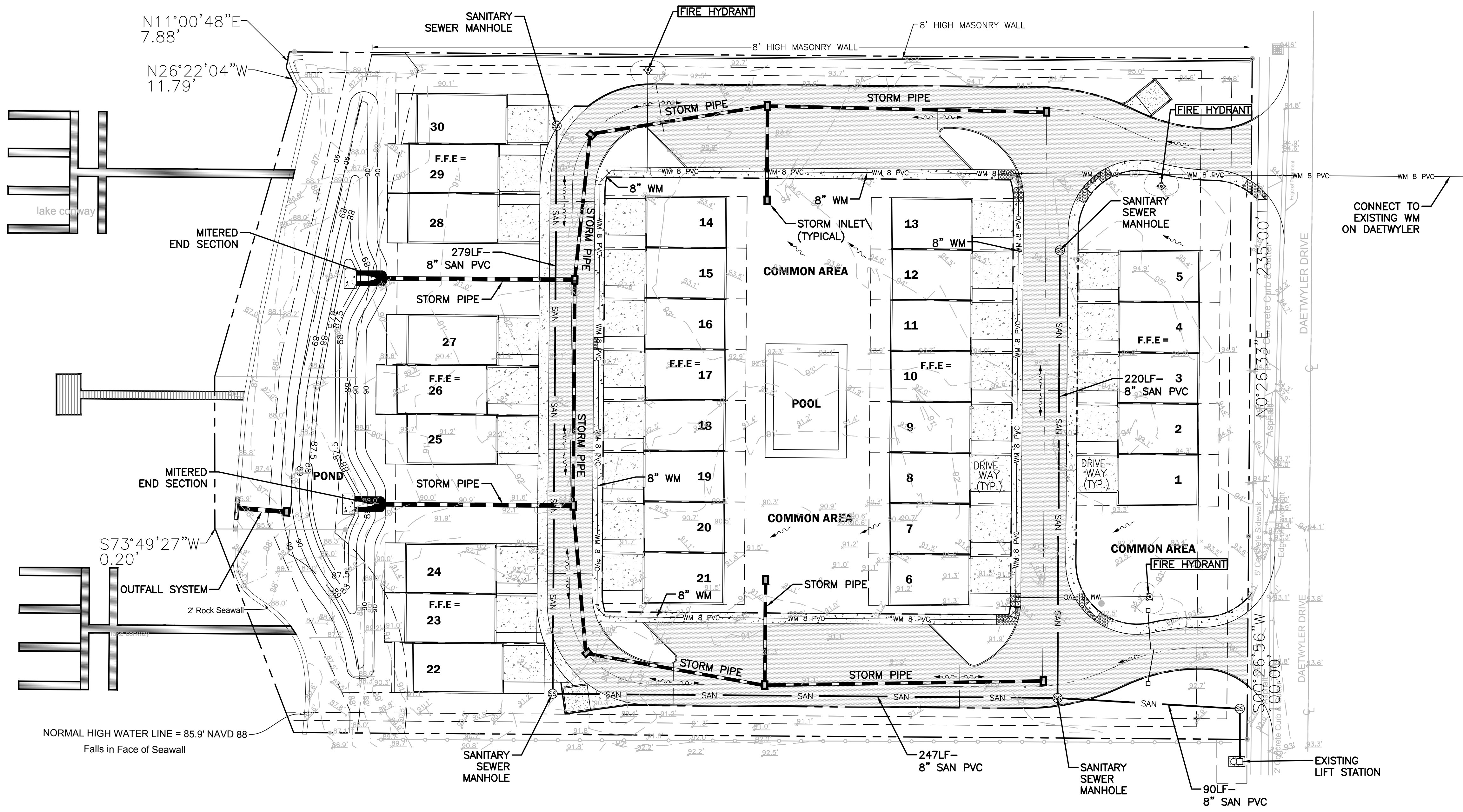
PRELIMINARY SITE GEOMETRY PLAN

DESIGNED BY: JAA
DRAWN BY: SML
CHECKED BY: JAA
APPROVED BY: JAA

PROJECT NO.	15-084
SCALE	1" = 30'
DATE	OCTOBER 2016
SHEET NO.	C-4
SHEET	4 OF 5

FLORIDA ENGINEERING GROUP, INC.
CERTIFICATE NO. EB-006505

JEAN M. ABI-AJUN, P.E.
LICENSE NO. 45128



SANITARY SEWER SERVICE NOTES

1. CONSTRUCTION OF THE SANITARY SEWER SERVICE SYSTEM SHALL MEET ORANGE COUNTY UTILITIES STANDARDS AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.

CLEAN-OUT NOTE

CLEAN-OUT TOPS SHALL MATCH PAVEMENT FINISHED GRADES OR DIRT GRADES AS APPLICABLE. ALL CLEAN-OUTS IN PAVED OR WALKWAY AREAS SHALL HAVE BRASS RING & PLUG TOPS. ALL SANITARY CLEAN-OUT TOPS SHALL HAVE COVERS WHICH ARE IDENTIFIED AS "SANITARY".

WASTEWATER NOTE

LOTS SHALL BE SERVED BY A GRAVITY SEWER COLLECTION SYSTEM WHICH WILL DISCHARGE INTO AN EXISTING LIFT STATION LOCATED ON THE ADJACENT WINDWARD ON LAKE CONWAY PROPERTY. A UTILITY AGREEMENT WILL BE IN PLACE AND APPROVED BY ORANGE COUNTY PRIOR TO THE FINAL CONNECTION.

STORMWATER MANAGEMENT SYSTEM

THE STORMWATER SYSTEM WILL BE DESIGNED TO MEET WATER QUALITY STANDARDS OF THE CITY OF BELLE ISLE AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE IMPERVIOUS AREA IS DESIGNED UP TO 55%.

IMPERVIOUS AREA CALCULATIONS:

PAVEMENT & SIDEWALK AREA:	0.931 ACRES
DRIVEWAY AREAS:	0.255 ACRES
ROOF AREA:	0.712 ACRES
TOTAL IMPERVIOUS:	1.898 ACRES
PERCENT IMPERVIOUS:	49.00%

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK	09/21/17	REVISED PER SETTLEMENT AGREEMENT WITH CITY OF BELLE ISLE	VP	JAA
	DATE	REVISIONS	BY	CHECKED

PLANNED DEVELOPMENT/
PRELIMINARY SUBDIVISION PLAN
FOR
SILVER ISLES
7710, 7728, AND 7740 DAETWYLER DRIVE
BELLE ISLE, ORANGE COUNTY, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

PRELIMINARY SITE DRAINAGE & UTILITY PLANS			
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
JAA	SML	JAA	JAA

PROJECT NO.	15-084
SCALE	1" = 30'
DATE	OCTOBER 2016
SHEET NO.	C-5
SHEET	5 OF 5

FLORIDA ENGINEERING GROUP, INC.
CERTIFICATE No. EB-0006505

JEAN M. ABU-AJUN, P.E.
LICENSE NO. 45128
15-084_PSP_Concept3-TH



Lake View Elevation

Building 3

Building 2

Building 1



Lake View Elevation Building 3



Lake View Elevation Building 2



Lake View Elevation Building 1

Silver Isles Townhomes
 Belle Isle, Orange County, Florida

Elevation - West Side
 3-3-3 Units Buildings - Lake View - Elevation A

CMIN ASSOCIATES
 urban planning • landscape architecture • architecture
 500 delaney avenue orlando, florida 32801-3859
 08.23.2017 CA Job No: 217034.10



Lake View Elevation

Building 3

Building 2

Building 1



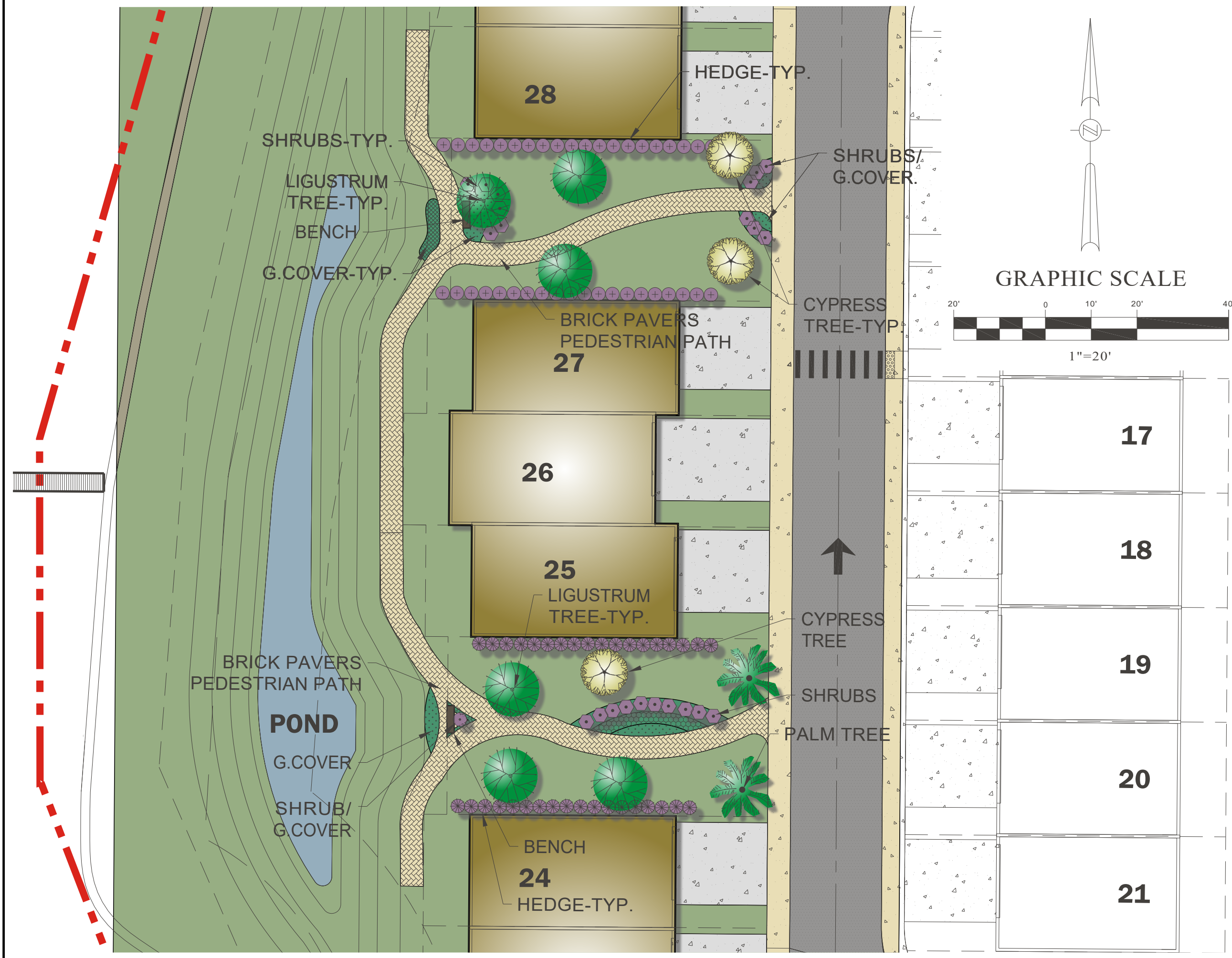
Lake View Elevation Building 3



Lake View Elevation Building 2



Lake View Elevation Building 1



PROJECT NAME: LANDSCAPE CONCEPT PLAN SILVER ISLES TOWNHOME PROJECT 7710, 7728, AND 7740 DAETWYLER DRIVE BELLE ISLE, ORANGE COUNTY, FLORIDA	CLIENT: COMINS DEVELOPMENT 9145 NARCOOSSEE RD. #102	
	F.E.G. PROJECT NO.: 15-084	SCALE: 1" = 20'
PROJECT NUMBER: 17, 18, 19, 20, 21		
CLIENT CONTACT: 5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feg-inc.us		
FEG FLORIDA ENGINEERING GROUP Engineering the Future		



RESPONSE TO:

**RFP Tree Removal, Stump Removal, Tree Trimming
and Emergency Debris Removal Annual Services
for the City of Belle Isle**

**ATTN: Bob Francis, City Manager
1600 Nela Avenue. Belle Isle, FL 32809**

I acknowledge receipt of any/all Addenda: all memo

I have included:

- Cost Proposal
- References
- Drug Free Workplace Form
- Public Entity Crime Form
- Non Collusion Affidavit
- Hold Harmless Agreement
- Certificates of Insurance

Mailing Address:

5238 Phillips Oak Lane TELEPHONE: 321 948 2079

407 438 2079 FAX: _____

DATE 11/08/18

BY signing and submitting this proposal, I am certifying that (a) I am authorized to submit the proposal and execute the personal services agreement; (b) I am a citizen of the United States; (c) I am not a member or an employee of any taxing authority; and (d) I do not represent any property owner in an administrative or judicial review of property tax issues.

Bob Francis
Signature of Respondent

[Signature]
Witness

5) BIDDER will complete the Work for the prices listed on the cost proposal.

The term of the contract will be for three (3) years from the date of the agreement. The City has the option to exercise two (2) one-year renewals on the same terms and conditions of the original contract with the exception of the contract price, which will be adjusted by the Consumer Price Index of the Southern States.

The undersigned hereby declares that they have carefully examined the Request for Proposals and will complete the tree services according to the specifications herein.

By: Albert Moore
Individual's Name - Signature

Albert Moore
Individual's Name - Printed

doing business as Albert Moore LLC (business name)

License No.: L15000163793

Business Address: 5238 Phillips Oak Lane ORL FL 32812

Business Phone No.: 321 948 2079

Business Fax No.: 407 439 5008

Email: All About Trees Orlando @ Gmail.com

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____

Street Address: _____

City, State and Zip: _____

Telephone No.: _____

Fax No.: _____

Email: _____

S
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F
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Cost Proposal

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Technical Specifications section of this RFP (**Attachment 2**). The proposer affirms that in the event they are awarded a contractor they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

<u>Item Description</u>	<u>Cost per service</u>
Record tree health, Pre/Post photos	\$ 75 ⁰⁰ ✓
Individual Tree Removal by DBH	
<i>Small 6-14 inches</i>	\$ 325 ⁰⁰
<i>Medium 15 - 25 inches</i>	\$ 900 ⁰⁰
<i>Large 26 - 36 inches</i>	\$ 2800
<i>Above 36 "</i>	\$ 3500
Stump Removal by Stump Diameter	
<i>Small 6-14 inches</i>	\$ 50 ⁰⁰
<i>Medium 15 - 25 inches</i>	\$ 125
<i>Large 26 - 36 inches</i>	\$ 350
<i>Above 36 "</i>	\$ 470
Single Tree Pruning for Structure (dbh)	
<i>Small 6-14 inches</i>	\$ 225
<i>Medium 15 - 25 inches</i>	\$ 350
<i>Large 26 - 36 inches</i>	\$ 770
Single Tree Pruning to Raise (dbh)	
<i>Small 6-14 inches</i>	\$ 250
<i>Medium 15 - 25 inches</i>	\$ 425
<i>Large 26 - 36 inches</i>	\$ 775
Single Tree Pruning to Clean (dbh)	
<i>Small 6-14 inches</i>	\$ 350
<i>Medium 15 - 25 inches</i>	\$ 700
<i>Large 26 - 36 inches</i>	\$ 900

11/12/18

<u>Item Description</u>	<u>Cost per service</u>
Single Tree Pruning to Reduce (dbh)	
<i>Small 6-14 inches</i>	\$ 300
<i>Medium 15 - 25 inches</i>	\$ 975
<i>Large 26 - 36 inches</i>	\$ 1200 ⁶⁰
Single Tree Pruning to Restore (dbh)	
<i>Small 6-14 inches</i>	\$ 350
<i>Medium 15 - 25 inches</i>	\$ 600
<i>Large 26 - 36 inches</i>	\$ 1100
Tree Pruning Grid Full (dbh)*	
<i>Small 6-14 inches</i>	\$ 300
<i>Medium 15 - 25 inches</i>	\$ 500
<i>Large 26 - 36 inches</i>	\$ 900
Tree Pruning Grid Full (dbh)*	
<i>Small 6-14 inches</i>	\$ 300
<i>Medium 15 - 25 inches</i>	\$ 500
<i>Large 26 - 36 inches</i>	\$ 900
Tree Pruning Grid Raise (dbh)*	
<i>Small 6-14 inches</i>	\$ 200
<i>Medium 15 - 25 inches</i>	\$ 300
<i>Large 26 - 36 inches</i>	\$ 600
Tree Pruning Grid Restore (dbh)*	
<i>Small 6-14 inches</i>	\$ 300
<i>Medium 15 - 25 inches</i>	\$ 500
<i>Large 26 - 36 inches</i>	\$ 950

2175

750

1700

1700

100

750

10775

Item Description	Cost per service
Removal of Root Ball	
Small 6-14 inches	\$ 375 AHr ^{175⁰⁰}
Medium 15 - 25 inches	\$ 900 AHr ^{195⁰⁰}
Large 26 - 36 inches	\$ 2800 AHr ^{1350⁰⁰}
Above 36 "	\$ 3500 AHr ^{1500⁰⁰}

1120

Item Description	Cost per service
Crew Rental and Emergency Services	Total Cost/Hour
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups	
Straight Time	
4 Man Crew with Equipment	\$ 361
3 Man Crew with Equipment	\$ 300
2 Man Crew with Equipment	\$ 250
Overtime/Weekends/Emergency After Hour Call Out	
4 Man Crew with Equipment	\$ 425
3 Man Crew with Equipment	\$ 350
2 Man Crew with Equipment	\$ 300
Other Services (Optional)	
Conduct Public Tree Inventory	\$ 250 ⁰⁰
Emergency debris hauling (per cubic yard)	\$ 12.00

94

3,106

1075

240

16

*Any grouping of four (4) or more trees in close proximity to one another (an approximate 100 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

Mark-Up on Materials not included in Technical Specifications

Contractor will charge City the actual invoice of materials used for any additional work plus a fee of 0 percent (%).

Adjustments in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

13-018

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract

CONTRACTOR

Albert moore LLC
Company Name of Bidder

am
Authorized Signature

11/08/18
Date

Albert moore
Print Name

owner
Title

475138139
Social Security or Taxpayer ID Number

11/18

**TREE TRIMMING SERVICES
REQUEST FOR PROPOSALS
DUE NOVEMBER 8, 2018**

Contact	Company	Date Received
1 Jolie Bonvillian	DRC Emergency Services	
2 Donna Pick	Ceres Environmental Services	
3 Amy Wiggins	TFR Enterprises Inc.	
4 Greg Gathers	Custom Tree Care	
5 Deena Davis	H&H Environmental	
6 Donna Petronis	Omni Construction	
7 Jacqueline Sessa	Deltec	
8 Contract Specialist	RFP Data Grid	
9 Juan Montero	Critical Tree Service Inc.	
10 Melanie Corley	RFPS	
11 Tonya McCarty	McCarty Freight Inc.	
12 Orry Sanders	Looks Great Services, Inc.	
13 Juli Glenn	Phillips and Jordan	
14 Ann-Marie Peresotti	Michaels Tree and Loader Service	
15 Keith Resch	Lanracorp.inc.	
16 Caroyln Nelson	A Budget Tree Service Inc	8-Nov
17 Alyssa Meeks	SRWS Select Recycling Waste Services	
18 Albert Moore	Albert Moore LLC	8-Nov



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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Bid Approval for Tree Trimming and Maintenance Services

Background: The City current does not contract for a specific tree service company. At times it has been difficult to get a tree service when needed and different pricing affects what can be done. For sever weather, the City should have a tree contractor locked in to provide emergency services on a timely basis and also to do some proactive pre-storm work to lessen the probability of major damage should bad weather come upon us. Also, having a contracted tree service has the advantage of continuity of work and consistent standards of care.

The City issued a Request for Proposals for tree services. The City sent out 18 bid packets and two responded (A Budget Tree Service and Albert Moore, LLC).

Staff Recommendation: Approve the proposal of Albert Moore LLC

Suggested Motion: I move we accept the proposal of Albert Moore LLC for tree trimming and maintenance services and authorize the City Manager to execute the contract.

Alternatives: Not work toward a tree service contract and continue to do business as normal

Fiscal Impact: Unknown at this time depending on the work needed. Maintenance will be budgeted every fiscal year based on guidance from City Manager and Public Works Supervisor. To be eligible for Tree City USA designation, the City is required to budget at least \$2/capita for tree care and maintenance.

Attachments: RFP
Bidder list
Moore Bid



**CITY OF BELLE ISLE,
FLORIDA**
1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

Invitation to Bid
Tree Removal, Stump Removal, Tree Trimming and
Emergency Debris Removal Annual Services

The City of Belle Isle will receive sealed bids until 2:00 p.m. Thursday, November 8, 2018 at the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, FL 32809 where the bids will be publicly opened and read.

This invitation to bid is to provide all labor, materials, equipment, supervision, transportation, and associated insurance required to provide annual tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for the City along the City roadway, rights of way, and public spaces.

Instructions to bidders and other contract documents are available free of charge at the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, FL 32809, phone 407-851-7730 or yquinceno@belleislefl.gov.

The City of Belle Isle is an Equal Opportunity/Affirmative Action Employer. Women, Minorities and Disabled Persons are encouraged to apply

The City of Belle Isle reserves the right to reject any and all bids and to waive informalities.

Publish in the Orlando Sentinel: Two issues beginning October 2, 2018.



CITY OF BELLE ISLE, FLORIDA

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

Invitation to Bid

Tree Removal, Stump Removal, Tree Trimming and Emergency Debris Removal Annual Services

SCOPE OF WORK

The City of Belle Isle is seeking proposals from qualified firm(s) to provide all labor, materials, equipment, supervision, transportation, and associated insurance required to provide annual tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for the City in accordance with all specifications, terms and conditions herein.

1. ANNUAL MAINTENANCE PROGRAM

a) The Contractor shall perform urban forest maintenance services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract includes some or all of the following: tree pruning, removal, stump grinding, root pruning, and maintenance of trees. The work is routine, recurring and usual.

b) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

2. EMERGENCY RESPONSE PROTOCOL

a. The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

1). The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.

2). The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.

3). The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

4). In the event of a disaster or emergency, the Consultant shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City.

3. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed. It shall be the responsibility of the Contractor to provide all equipment, labor, and materials as necessary to perform the work described in this RFP in a safe, efficient and legal manner. This shall include the use of proper knowledge, skills, materials and equipment to maintain the work areas in a clean, safe, healthy, and acceptable manner during the entire term of this contract. The Contractor shall furnish tree maintenance services by qualified tree care professionals and qualified crews to provide tree pruning and removal services.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 7:00 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

The scope of work included has been prepared to describe the standard of quality, performance, and other characteristics needed to meet City requirements. Tree pruning, removal, and maintenance services shall be performed consistent with and according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

4. CONTRACT TERM

Unless earlier terminated as allowed for in the Draft General Services Agreement (Attachment 1), the awarded contract term is three (3) years, effective from the date of execution of the contract, with the City's option to extend the contract on the same terms for two (2) additional one (1) year periods. The City shall not be required to provide "cause" or any reason whatsoever should the City elect not to renew, unless the City notifies Contractor in writing at least sixty (60) days before the end of the initial term or any extended term of its intent to terminate the agreement at the conclusion of the initial term or any extension. The unit price of the Contract may be adjusted each year using the Orlando Consumer Price

Index, All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics for the US Southeast Area.

5. RFP TIMELINE

RFP Advertised	October 2, 2018
Proposal Due Date	November 8, 2018
Bid Award	Scheduled for November 20, 2018
Commencement of Contract	NLT December 3, 2018

6. PROPOSAL FORMAT

Proposals are to be submitted in envelopes clearly marked with the Contractor's name, address, and phone number. Proposal packages, including two **signed copies** of the proposal, are to be submitted to the City on or before Thursday, October 2, 2018, 3:30 p.m. Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to:

Yolanda Quiceno, City Clerk
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809

Proposals shall include the following items, submitted in **two complete signed copies**:

a. Cover Letter

- i. The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
- ii. Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any the information responsive to the criteria specified in this RFP for tree pruning, removal and maintenance services.
- iii. Identification of subcontractors and their responsibilities (if any).

b. Statement of Qualifications

- i. The Contractor is to submit a statement of qualifications for the services specified in this RFP using the forms provided in **Attachment 3– Bidders Statement of Qualifications Form**.
- ii. Contractor shall be licensed to do business in the State of Florida. Both Contractor and all subcontractors shall have a State registration number.
- iii. Contractor shall provide proof of commercial general and automobile liability insurance, as specified in Section 5 "Insurance" of the attached Agreement.

c. Cost: The Contractor is to submit a detailed cost proposal for all services and materials anticipated in completing the project using the forms provided in **Attachment 4 – Cost Proposal Form**.

7. SELECTION PROCESS

It is the City's intent to select the Contractor with the best combination of qualifications and cost proposal. The proposals received by the City will be reviewed by a committee comprised of City staff that may include other technical experts. The committee will rank the proposals based upon the materials submitted by the proposing Contractors. Contractors are encouraged to keep their proposals brief and relevant to the specific work required. The City will open agreement negotiations with the top ranked Contractor(s). The successful Contractor(s) will be expected to enter into the attached **General Services Agreement (Attachment 1)**.

8. EVALUATION CRITERIA

The City may request a Contractor to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible. The City will determine a Contractor's quality, fitness and capacity to perform projects satisfactorily. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

- Demonstrated Experience on comparable projects
- Experience of Key Personnel
- Project References
- Licensing and Registration requirements
- Cost Proposal

9. Questions

Questions about this Request for Proposals should be submitted by email to **Bob Francis, City Manager** at bfrancis@belleislefl.gov throughout the bid period, but no later than October 25, 2018 at 5:00 p.m.

Responses to all questions will be posted to the City's website at <http://www.cityofbelleisle.org> by 5 p.m. on October 26, 2016.

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ATTACHMENT 1

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELLE ISLE AND**

This agreement for General Services ("Agreement") is entered into on _____ (the "Effective Date") between the CITY OF BELLE ISLE, a municipal corporation, with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("City") and _____ ("Contractor") a corporation organized and existing under the laws of the State of Florida and holding a certificate of authority to do business in the State of Florida.

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end three (3) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The City has the option to extend the contract on the same terms for two (2) additional one (1) year periods.
- 1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** City may cancel this Agreement at any time and without cause upon sixty (60) days written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein.

- 2.1. Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have thirty (30) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such thirty (30) day period; Contractor shall waive its right to collect payment from City.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

2.4 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

3.1 Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.

3.2 City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

5.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

5.2 Commercial General and Automobile Liability Insurance. Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.

5.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

5.4 All Policies Requirements.

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

5.5.2 Notice of Reduction in or Cancellation of Coverage. A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5.6 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of Florida shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

8.3 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

8.4 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Section 9. MODIFICATION.

9.1 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

9.2 Assignment. Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.

9.3 Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

9.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

9.5.1 Immediately terminate the Agreement;

9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

9.5.3 Retain a different Contractor to complete the Services not finished by Contractor;

9.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

10.2 Contractor's Books and Records. Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

10.3 Confidential Information and Disclosure. During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement.

In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

11.2 Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

12.5 Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys' Fees . If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

13.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Contract Administration. This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

13.6 Notices. Any written notice to Contractor shall be sent to:

[CONTRACTOR'S NAME, ADDRESS]

Any written notice to City shall be sent to:

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

13.7 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.8 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF BELLE ISLE

CONTRACTOR

Date: _____

Date: _____

Bob Francis, City Manager

[NAME, TITLE]

Attest:

Yolanda Quiceno
City Clerk

Approved as to Form:

Kurt Ardaman
City Attorney

ATTACHMENT 2

Technical Specifications

I. GENERAL REQUIREMENTS

A. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

B. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

C. Hours of Operation

The Contractor shall conduct operations to the hours between 7:00 AM and 7:00 PM, except during emergency services during the life of the contract. The use of power equipment or other work close to residential areas that results in noises shall *not be permitted before 7:00 AM*. Any exception shall only be authorized with prior approval of the City Representative.

D. Public Trees

The Contractor shall comply with all provisions of the Belle Isle Municipal Code (BIMC) regarding work to be performed on street trees and public trees (See Belle Isle Municipal Code, Section 48-63.).

E. Repairs and Corrective Actions

Contractor shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request after notification to the City. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

F. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and ANSI Z133 Safety Requirements at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

G. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police and Public Works shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic.

It shall be the Contractor's responsibility to arrange with the City Representative for traffic control and police assistance, if required. Barricades can be provided by the City for pickup and return by the contractor. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the Manager has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be coordinated through the Belle Isle Police Department. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

H. Adjacent Properties

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

I. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated

profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

J. Monthly Progress Reports

The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information: Description of work performed, tree location (street address and side), tree species, dbh and tree condition.

K. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once every 2 weeks of scheduled work during the life of this contract to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process

L. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

M. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Tree Pruning

Tree pruning removal and maintenance services shall be performed according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations.

Standard 3: Pruning equipment shall be sharp, clean and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species. Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only by direct approval of the City Manager.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- i. Roadway- not less than 16' from road surfaces
- ii. Sidewalk- not less than 8' from sidewalk surfaces
- iii. Building- not less than 8' from vertical building surfaces
- iv. Roofs and street lights- not less than 10' from building roof surfaces or street lamps.
- v. Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires.

Standard 7: Wildlife Protection: Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

B. Description of Work

The Contractor shall provide pricing to the City for the following work descriptions that will be used during the contract period by the City and the Contractor:

1. Pruning for Structure: Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified in consultation with the City Arborist prior to such work. Structural pruning is also the foundation for the following pruning types.
2. Pruning to Raise: Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown remaining shall be no less than 66% when raising is completed; some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.
3. Pruning to Clean: Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches ½" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping live branches and foliage from the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified in consultation with the City Arborist prior to this work.
4. Pruning to Reduce: Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation form buildings, structures or utilities. Crown reduction shall be accomplished with reduction cuts to a viable lateral stem, not with heading cuts. While reducing the tree crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and pruning outside branch bark collar to avoid the onset of decay at cut sites.
5. Pruning to Restore: Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified.
6. Grid Pruning consists of pruning four (4) or more trees located in close proximity, at the same address or at nearby street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning price.

7. Emergency Response consists of a two person crew, an aerial lift truck and chipper and follows the terms described in F. below. Hourly rate shall be based on one direction of travel time.

C. Tree and Stump Removal

Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The City is responsible for marking trees for removal so that they are easily identified for utility locator and the Contractor. The City or Contractor shall be required to utility contact locator services at least 2 working days prior to stump grinding.
4. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
5. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: **A. Tree Pruning, Standard 7**, above
6. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
7. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
8. If and when used, cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
9. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
10. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

D. Public Noticing of Tree Pruning or Removal Operations

The City shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of City approved door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

E. Clean up and Debris Disposal

Contractor shall clean all job sites when work is completed and/or daily, including the removal of leaves, twigs, etc. from the lawns, street gutters, sidewalks and roadways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Manager or his authorized representative shall be the sole judge as to the adequacy of the cleanup.

Wood waste generated from tree removals may be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at a waste disposal site. All attempts will be made to make tree branches produced as a result of the Contractor's operations under this contract reused, recycled, and/or transformed.

F. Emergency Response

The Contractor *will* be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call. Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall include all labor, tools equipment, disposal fees and necessary materials.

G. Licensing, Certification and Labor

All firms submitting proposals must hold a valid State Florida Contractor's License. Licenses must be in good standing for the previous two (2) consecutive years without any official unresolved record of complaints registered or filed with the Board or Florida Department of Consumer Affairs.

All proposing contractors must comply with the *Prevailing Wage* terms. The Contractor shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Demonstrated knowledge of industry standard tree care and related operations.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Current licenses for operation of equipment utilized by operating employee.
- Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of bid proposals.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

H. Equipment

1. Included in the contract bid the Contractor shall provide a list of equipment and machinery to be used for this project, including make, year, serial number and license numbers and contractor shall provide current OSHA certification of aerial equipment to be used throughout the term of this project.
2. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.
3. The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, and the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

I. Record Keeping

The Contractor shall provide a record of work performed either in a format that is acceptable to the City. Special consideration will be given to contractor's that can keep records in programs such as TreeKeeper7, Arbor Access or Excel. *The Contractor will specify the format type in the proposal.*

The record shall include the street address, street side, tree species, dbh, and a brief description of work performed. The record shall be kept current within 3 business days of work. Tree/site specific backup data containing these same fields in an Excel spreadsheet shall accompany the invoicing for the work period.

Option for price proposal: Record general tree health condition and a pre- and post- service photo.

J. Accident Investigation

Any duty-related incident which results in any personal or property injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform

such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

K. Inspections

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. The Contractor may be required to provide the City's designated representative, with an advance written schedule of all daily tree maintenance operations and work locations.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

L. Identification and Reporting of Hazards

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative. The Contractor will be responsible for providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

M. Cleanup of Green Waste and Debris

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

N. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- Defective, unsatisfactory or inadequate work not corrected.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- Property damage that resulted from an incident.

O. Definitions

The following words, terms and phrases have the meanings ascribed to as follows:

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

- (1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- (2) The ability, capacity and skill of the bidder to perform the service required.
- (3) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
- (4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (5) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
- (6) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- (7) The scope of conditions attached to the bid by the bidder.

Most qualified bidder. The "most qualified bidder" will be determined by consideration of the following factors:

- (1) Qualifications, background, and prior experience of the firm in performing services for similar projects.
- (2) Experience, organization, and technical skills to successfully accomplish the project's scope of services and objectives.
- (3) Overall project design and methodology.
- (4) The responsiveness of this RFP to the tasks to be performed as identified in the Scope of Services section.
- (5) The timeliness and speed with which the Bidder can complete the scope of work.
- (6) The comprehensiveness and rationale of the project work plan.
- (7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
- (8) An evaluation of the approach and related costs.

Non-responsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in this RFP.

Non-responsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in this RFP.

Professional services means those services provided by an individual, firm, partnership, or corporation as an independent contractor and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, and research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

Responsible bidder means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the awarded contract according to its terms.

Responsive bid means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in this RFP.

Services means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by City officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.

INSTRUCTION TO BIDDERS
Tree Removal, Stump Removal, Tree Trimming and
Emergency Debris Removal Annual Services

Bidders shall submit their bid on the Bid Proposal Forms included in these specifications. All spaces shall be filled in.

Each bid **must** be submitted in a sealed envelope addressed to the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, FL 32809. The envelope shall bear on the outside the name of the bidder and his address and be marked **"Tree Services"** as a sealed bid with the date and time of the bid opening.

The City may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of opening thereof. Should there be reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder.

Bidders must satisfy themselves of the conditions as stipulated in the Agreement. After the bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Agreement.

The Contract Documents contain the provisions required for this contract. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

The City may make such investigations as he deems necessary to determine the ability of the Bidder to provide the service, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to furnish the product contemplated herein.

A conditional or qualified bid will not be accepted.

Award will be made to the lower responsible Bidder. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over this Agreement shall apply to the Contract throughout.

Each Bidder is responsible for reading and being thoroughly familiar with the Bid Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors upon request of the City. The contractor shall be experienced with similar projects. Examples of previous work shall be supplied upon request.

The Bidder must acknowledge receipt of all Addenda on the form and in the spaces provided in these documents.

Bids may be modified by Fax. The City of Belle Isle City Clerk's Fax number is (407) 240-2222. The Fax must be signed by the person who signed the original bid and must be received by the City Clerk at least one hour prior to bid opening. DO NOT reveal the actual bid amounts in the Fax.



CITY OF BELLE ISLE, FLORIDA

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

Tree Removal, Stump Removal, Tree Trimming and Emergency Debris Removal Annual Services

Bid Proposal Form

To: City Manager
1600 Nela Avenue
Belle Isle, FL 32809

- 1) The undersigned hereby certifies that the undersigned has personally examined the specifications for supplying all labor and equipment necessary to perform the required tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for the City along the City roadway, rights of way, and public spaces. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in this document to complete all work as specified or indicated in the Request for Proposals and within the Contract Time indicated in this Bid and in accordance with the document.
- 2) The Bidder certifies that they have investigated the requirements to do business in the jurisdiction where the project is located, and that they are either qualified to do business or will obtain such pre-qualification before award of the contract.
- 3) The Bidder accepts all of the terms and conditions in this document including, without limitation, those dealing with the disposition of Bid Security (if applicable). This Bid will remain open for 60 days after the day of the Bid Opening. The Bidder will sign the Agreement and other documents required by the Contract Documents within 10 days after the date of City's Notice of Award.
- 4) In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - a) The Bidder has examined copies of all Contract Documents and the following addenda:

Date: _____

Number: _____

- b) The Bidder has examined the site and locality where the work is to be performed and the conditions affecting cost, progress or performance of the work and has made such independent investigations as the Bidder deems necessary.
- c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation or solicited any other Bidder to submit a false or sham Bid and the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the City.

5) BIDDER will complete the Work for the prices listed on the cost proposal.

The term of the contract will be for three (3) years from the date of the agreement. The City has the option to exercise two (2) one-year renewals on the same terms and conditions of the original contract with the exception of the contract price, which will be adjusted by the Consumer Price Index of the Southern States.

The undersigned hereby declares that they have carefully examined the Request for Proposals and will complete the tree services according to the specifications herein.

By: _____
Individual's Name - Signature

Individual's Name – Printed

doing business as _____ (business name)

License No.: _____

Business Address: _____

Business Phone No.: _____

Business Fax No.: _____

Email: _____

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____

Street Address: _____

City, State and Zip: _____

Telephone No.: _____

Fax No.: _____

Email: _____



RESPONSE TO: **RFP Tree Removal, Stump Removal, Tree Trimming
and Emergency Debris Removal Annual Services
for the City of Belle Isle**

**ATTN: Bob Francis, City Manager
1600 Nela Avenue. Belle Isle, FL 32809**

I acknowledge receipt of any/all Addenda: _____

I have included:

- Cost Proposal
- References
- Drug Free Workplace Form
- Public Entity Crime Form
- Non Collusion Affidavit
- Hold Harmless Agreement
- Certificates of Insurance

Mailing Address:

_____ TELEPHONE: _____

_____ FAX: _____

_____ DATE _____

BY signing and submitting this proposal, I am certifying that (a) I am authorized to submit the proposal and execute the personal services agreement; (b) I am a citizen of the United States; (c) I am not a member or an employee of any taxing authority; and (d) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signature of Respondent

Witness

Cost Proposal

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Technical Specifications section of this RFP (**Attachment 2**). The proposer affirms that in the event they are awarded a contractor they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

<u>Item Description</u>	<u>Cost per service</u>
Record tree health, Pre/Post photos	\$
Individual Tree Removal by DBH	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
<i>Above 36 "</i>	\$
Stump Removal by Stump Diameter	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
<i>Above 36 "</i>	\$
Single Tree Pruning for Structure (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Single Tree Pruning to Raise (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Single Tree Pruning to Clean (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$

<u>Item Description</u>	<u>Cost per service</u>
Single Tree Pruning to Reduce (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Single Tree Pruning to Restore (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Full (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Full (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Raise (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Restore (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$

<u>Item Description</u>	<u>Cost per service</u>
Removal of Root Ball	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
<i>Above 36 "</i>	\$
<u>Item Description</u>	<u>Cost per service</u>
Crew Rental and Emergency Services	Total Cost/Hour
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups	
Straight Time	
4 Man Crew with Equipment	\$
3 Man Crew with Equipment	\$
2 Man Crew with Equipment	\$
Overtime/Weekends/Emergency After Hour Call Out	
4 Man Crew with Equipment	\$
3 Man Crew with Equipment	\$
2 Man Crew with Equipment	\$
Other Services (Optional)	
Conduct Public Tree Inventory	\$
Emergency debris hauling (per cubic yard)	\$

*Any grouping of four (4) or more trees in close proximity to one another (an approximate 100 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

Mark-Up on Materials not included in Technical Specifications

Contractor will charge City the actual invoice of materials used for any additional work plus a fee of _____ percent (%).

Adjustments in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract

CONTRACTOR

Company Name of Bidder

Authorized Signature

Date

Print Name

Title

Social Security or Taxpayer ID Number

References

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

A. Client _____

Contact Name and Title: _____

Phone Number: _____ Email Address _____

B. Client _____

Contact Name and Title: _____

Phone Number: _____ Email Address _____

C. Client _____

Contact Name and Title: _____

Phone Number: _____ Email Address _____

Drug Free Workplace Certification

Identical or "Tie" Bids:

Preference shall be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. In order to have a drug free workplace program, a business shall:

- 1) Publish and pass out to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
- 2) Inform employees about the dangers of drug abuse in the workplace and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Inform employees that the employer must be notified of a violation occurring in the workplace no later than five (5) calendar days after a conviction.
- 4) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employees who is so convicted.
- 5) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Name (signature)

Date

Name (printed)

Title

Public Entity Crimes – Sworn Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2) (a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____
Name and title of business representative

who is authorized to represent _____,
Business name

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Signature

Date

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, on this _____ day of _____, 20_____.

Notary Public

Commission Date

Non-Collusion Affidavit

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice calling for proposals for Audit Services for the City of Belle Isle. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition.

The Statements contained within this affidavit are true and correct, and made with full knowledge that the City of Belle Isle relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me _____ day of _____, 20____, by (name of person this making statement).

Notary Public

My Commission Expires _____

Hold Harmless Agreement

I _____ (Respondent) agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me _____ day of _____, 20____, by (name of person this making statement).

Notary Public

My Commission Expires _____

Certificates of Insurance

Please provide certificates of insurance

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

Meeting Date: December 4, 2018

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Appoint City Manager to MetroPlan Orlando Technical Advisory Committee

Background: The City received a letter from MetroPlan requesting if Commissioner Readey is still willing to serve on the Technical Advisory Committee. The Technical Advisory Committee (TAC) evaluates the technical accuracy and viability of proposed plans and provides input to the MetroPlan Orlando Board.

The City Manager asked Commissioner Readey if he could take his position on the Committee. After speaking with the Executive Director of MetroPlan, the ED stated that a motion needs to be passed by the City Council appointing the City Manager. If needed, Commissioner Readey can serve as an alternate. If Commissioner Readey does not want to serve as the alternate, then another Commissioner may be appointed. TAC meets on the 4th Friday of the month at 10 AM.

Staff Recommendation: Appoint the City Manager to the MetroPlan TAC

Suggested Motion: I move we appoint the City Manager to the Orlando MetroPlan Technical Advisory Committee.

Alternatives: Appoint another Commissioner.

Fiscal Impact: None

Attachments: None

**Belle Isle Issues Log
12/4/2018**

<u>Issue</u>	<u>Description</u>	<u>Start Date</u>	<u>POC</u>	<u>Expected Completion Date</u>	<u>Completed Action</u>	<u>Next steps</u>
Cornerstone Charter Academy Stormwater Discharge issue	In November, Orange County made City aware of turbidity issue with storm water discharge from CCA Property to OC Storm pipe. OC may fine City is not corrected.	1/11/2016	CM/CE	Open	Water sampling revealed that there are high levels of nitrogen causing algae blooms. OCEPD reviewing fertilizer put on the field. Harris Engineering to use GPR to find any unrecorded pipes. City will divert water from drainage ditch to Wallace Field.	As of October 4, project could be combined with Orange County Drainage Project on Matchett Road. (No Update)
Gene Polk Park (Delia Beach)	Drainage issue at Gene Polk Park caused erosion problems and makes the park unattractive. At least 3 plans have been developed for the drainage and Council allocated \$180,000 to correct the problem.	4/3/2017	CM/CE	9/30/2019	CM met with neighbors to go over plan. Neighbors will review plan as a group and then present their comments to City.	Delayed to determine FEMA Funds approval. Appealing FEMA decision on funding costs.
Street Paving	Council approved project for paving several streets in the City. Middlesex Paving is the contractor	8/12/2017	PW/CM	9/30/2017 Completed for 2017	CM to consider change in the Scope of the Project to look at curb replacement.	Reviewing proposal from Middlesex Paving for certain streets around City Hall. Still reviewing contractors for curbing for the same project.
Storm Drainage	Several individual projects are being looked at to complete. St. Partens, Nela , Wind Drift, and Seminole/Daetwyler.	4/3/2017	PW/ENG	8/31/2018	Construction plans being developed for St. Partin, Wind Drift, Nela Ave and Daetwyler for next budget year. LCS Project: Miami Curbs installed. Looking at collection vault on lake lot.	LCS Project started up again. This week, they are working in the Lake Lot. Most of the street work is complete. Planning for other drainage projects approved in budget
Traffic Studies	Council allocated funds for traffic study at Trentwood/Daetwyler Rd. Council directed city-wide traffic study to improve traffic flow.	4/3/2017	CM/Eng.	12/31/2018	Trentwood issues completed except for repair of chicane. Community Meeting on TMP held on June 21, 2018. 20 residents attended. Community Survey was put on line. Consultant created proposed of goals and objectives. CM, DC met with OCPW to discuss city taking jurisdiction of several roads adjacent to city limits.	Traffic consultant met with stakeholders. Orange County is moving forward with traffic changes on Hoffner at the Conway/Hoffner intersection, but using flexible street delineators to see if those work.
Fountain at Nela/Overlook	Council approved funding to convert the planter at Nela/Overlook to a fountain.	4/3/2017	CM	8/31/2018	G'Werks to do fountain. Centerpiece is here. Should see demo of roundabout soon after Perkins Ramp is complete.	Waiting for fountain.

**Belle Isle Issues Log
12/4/2018**

Standardize Park Signage	Council held a workshop on June 14 to discuss park issues. Standardize signage was one of the issues. Council reviewed proposed signs and directed to move forward.	6/14/2017	CM	9/30/2018	New signs will be made and replace the current signs for parks. Meeting with sign maker on August 1st. New signs in for design	Signs to be completed by end of December
Wallace/Matchett Area	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	9/30/2018	Fence installed. Zoning changed to OS. Agreement for CCA use of the field being reviewed by school. Trees planted as part of Arbor Day Celebration.	Workshop held on development
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at	3/20/2018	CM	8/31/2018	Staff is identifying possible parcels for purchase or other means of acquiring property. Cross lake purchase is on hold until County reschedules PH	OCEPD Staff reaching out to Commissioner Uribe to brief her after December 4. Possibly may be on the next Nav Bd meeting, but not confirmed. BOA purchase still being looked at.
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Ongoing	Capital Facility Plan complete. HVAC equipment to be here in July. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues.	CCA Board would consider joint meeting with City Council which would determine next steps. Consultant/CCA reviewing City comments on proposed purchase of CCA by CCA Board. (No update)
Strategic Plan	The City currently has no Strategic Plan. Strategic planning is the process to develop a vision of what the City would like in 10, 15, or 20 years, based on forecasted needs and conditions. It defines goals and objectives to achieve those goals. It is not the same as the Comp Plan	4/3/2017	Council/C M	Ongoing	Council to decide if it wants a Strategic Plan and then to set up a process for developing the plan. If Council moves forward, an outside consultant should be hired to contact the meetings, gather the information, conduct the surveys and develop the draft plan	Strategic Planning Session tentatively scheduled for January 11 & 12. Location TBD

**Belle Isle Issues Log
12/4/2018**

Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Ongoing	Meet with consultant to determine what was done and what is left to do.	Moratorium on lot splits has expired. Report was sent to Council to discuss at future meeting (Workshop scheduled for December 28, 2018 at 9 AM to discuss lot split report).
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Council Planner CM	Ongoing	Meet with consultant to determine what was done and what is left to do.	Comp Plan review started by CM. Revisions needed if Annexations occur. Planner assisting in Comp Plan update
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Council CM	12/31/2017	Council determined the priority to annex.	CM to set up a series of community meetings to discuss annexations with residents (after passage of budget). OC Community Meeting held on November 27th ; December - Planning & Zoning Board; January – Board of County Commissioners (1st hearing); February - Board of County Commissioners (2nd hearing)
Sustainability	Council discussed sustainability and energy initiatives.	4/3/2017	CM	12/31/2107	Look at LED lighting and Solar power for city facilities. Look at Community Garden (possibly at Wallace/Matchett)	Quotes received for solar on BIPD and possibly City Hall.
Forensic Audit	Council directed a forensic audit be conducted	17-Oct	CM/FD	9/30/2018	Auditor has list of questions for staff to answer. Conducted interviews. Delay in getting information from old system.	Staff reviewing recommendations.
Tree Issues	There have been several issues regarding trees, tree care, and concerns on landscaping requirements to save trees. The City recently created a Tree Advisory Board that will review the standards of tree care	11/21/2017	CM Tree Board	9/18/2018	Tree Advisory Board to review current tree ordinances and processes for tree care, removal and protection. Arbor Day held. Tree ordinance back to Tree Board for further changes.	City received its first Tree City USA designation. Council to discuss ordinance on tree care and preservation (agenda item)
Parking	Council directed review and possible changes to parking ordinance. Focus on parking on grass and in front yards	6/19/2018	CM Code Enf Police	9/30/2018	Staff to review parking ordinances and BIMC.	Workshop scheduled for December 14 9:00 AM to discuss possible changes

2018 - Toy Drive - Budget

	TYPE OF RESOURCES	IN-KIND		GENERAL FUND	
		Description	Revenues	Expenses	Revenue
1 Name of Project	Toy Drive 12/4/2018-12/25/2018				
2 Purpose of Project	Collect dontead toys, food and christmas tree/decoations to distribute to underprivledge families.				
3 Specific project information	City Hall Chambers - Facility Use				
4 Estimated timeline: Start Date and Completion Date	12/4/2018-12/25/2018 - Belle Isle City Hall				
5 Preliminary sketch of project - before/after	N/A				
6 Photos of project site	N/A				
7 Cost estimates for materials and labor	N/A				
8 Estimate of number of volunteers needed (detailed)	5 volunteers to help oranize toys and clean up after event				
9 Source of funding for project	Donated gifts				
10 Estimate of continued maintenance costs (yearly or monthly) and funding	N/A				
		20 days @75.00	\$ 1,500.00		\$ 1,500.00
		Set Up - 5 Volunteers@\$10/hr@5hrs	\$ 250.00		\$ 250.00
		Sub-Total	\$ 1,750.00	\$ -	\$ 1,750.00
		TOTAL IN-KIND			\$ 1,750.00
		TOTAL EXPENSES			\$ 1,750.00
		TOTAL			\$ -