



city council agenda

Agenda
March 19, 2019 * 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 - Mike Sims, Commissioner District 4
3. Consent Items **(Est. 5 minutes)**
 - a. Approval of the City Council meeting minutes - March 5, 2019
 - b. Proclamation declaring April 2019 as Water Conservation Month

4. Citizen's Comments **(Est. 10 minutes)**
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.

5. Unfinished Business
 - a. ORDINANCE 18-05 – SECOND READING AND ADOPTION - 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. **(Est. 5 minutes)**

6. New Business
 - a. Approval of the Orange County Sheriff's Office Mutual Aid Agreement **(Est. 5 minutes)**
 - b. Lot split changes **(Est. 20 minutes)**

7. Attorney Report **(Est. 5 minutes)**

8. City Manager Report
 - a. Issues Log Update **(Est. 5 minutes)**
 - b. Recorded Canvassing of Returns (per Sec 8.11) **(Est. 5 minutes)**
 - c. Chief's Report **(Est. 10 minutes)**
 - d. Code Enforcement Log **(Est. 5 minutes)**

9. Mayor's Report **(Est. 5 minutes)**
10. Council Report **(Est. 3-5 minutes each)**
11. Adjournment

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 52



city council minutes

MINUTES
March 5, 2019
Regular Session 6:30 pm

The Belle Isle City Council met in a regular session on March 5, 2019, at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Lydia Pisano
Commissioner Gold
Commissioner Anthony Carugno
Commissioner Jeremy Weinsier
Commissioner Mike Sims
Commissioner Jim Partin
Commissioner Sue Nielsen

Absent was:

Commissioner Harv Readey

Also present were City Manager Bob Francis, Attorney Kurt Ardaman, Chief Houston and City Clerk Yolanda Quiceno.

Mayor Pisano welcomed Romeo Maxwell Shaw from Cornerstone Charter Academy who is Mayor of the Day.

CALL TO ORDER

Mayor Pisano called the City Council Regular Session to order at 6:30 pm and the City Clerk confirmed quorum. Commissioner Sims gave the invocation and led the Pledge to the flag.

CONSENT ITEMS

- a. Approval of the City Council meeting minutes – January 15, 2019
- b. Approval of the City Council meeting minutes – February 19, 2019

Mayor Pisano called for a motion to approve the consent items as presented.

Comm Nielsen motioned to approve the January 15th and 19th City Council minutes.

Comm Sims seconded the motion which was unanimously approved 6:0.

GIRL SCOUTS STORM DRAIN MARKING PROJECT

The Girl Scout Troops 7002 presented a brief overview of their Storm Drain Marking Silver Project on April 13, 2019, at City Hall. A flyer was provided for the record.

US CENSUS BUREAU

Channa Lloyd, Partnership Specialist for the Census Bureau with offices at 400 Marietta Street, Atlanta GA gave a brief overview of the 2020 Census Data Collection Operations and Community Involvement recruit effort. Ms. Lloyd stated that the representatives would be provided a badge as an identifier during the data collection process. For the additional record information was submitted to share with the residents.

Mayor Pisano reported that Comm Readey requested an excused absence today and called for a motion.

Comm Gold motioned to excuse Comm Readey for tonight's meeting.

Comm Nielsen seconded the motion which was unanimously approved 6:0.

CITIZEN COMMENT

Mayor Pisano opened for public comment.

- Barbara Kelley Residing at 6416 St Partin Place asked for an update on the street paving project for her neighborhood. Mr. Francis stated that the St Partin Place drainage project is projected for this budget year and is third on the list. The Nela and Wind Drift project are priorities because it affects street flooding.

There being no further citizen comments Mayor Pisano closed and public comments.

UNFINISHED BUSINESS

ORDINANCE 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.

City Clerk read by title.

City Manager Francis said the P&Z Board discussed changing the Land Development Code at the April 24, 2018 meeting. Council had concerns on the removal of the table regarding residential densities. In speaking with the City Planner, she informed him that the table is part of the City's Comprehensive Plan and did not belong in the Land Development Code. Having a comprehensive plan language also in the land development code could create internal conflicts between the documents if the text of the comprehensive plan or land development code is amended.

April Fisher, City Planner said the Comprehensive Plan is the policy document that is required by the State and establishes future land use classifications. Some of the languages are also in the Land Development Code creating some internal inconsistencies and can create problems down the road. The staff will be proposing clean-up to the entire Land Development Code, and this is the first request. It is not taking any protection away from the City.

Comm Carugno asked if the changes are comparable with Orange County. Ms. Fisher said the changes to the Land Development Code are based on what Belle Isle requires however, are similar to Orange County.

**Comm Sims moved to adopt Ordinance 18-05 to second reading and adoption at the following Council meeting.
Comm Nielsen seconded the motion which passed unanimously 6:0.**

NEW BUSINESS

Lot Split Application for 7020 Seminole

City Manager Francis said The City had received an application for a lot split at 7020 Seminole Drive. Under Section 50-33 it reads, with the prior approval of the city council, any lot or parcel not located within a planned unit development may be divided by lot split also long as the two resulting lots or parcels meet in every respect the Land Development Code's requirements for newly created lots or parcels. During previous discussions, it is determined by the Council that the request did not meet the required minimum lot width requirement. Since then the new application is requesting approval for two lots, one with a frontage of 85 ft and the other rear lot width of 85 ft. It depends on Councils interpretation of the definition of lot width will determine if the application meets every aspect of the Land Development Code.

Mr. Francis stated that the Land Development Code defined lot width as the horizontal distance between the side lot lines, measured at right angles to the depth. The definition of Lot Depth is the distance measured from the midpoint of the front line to the midpoint of the opposite rear line of the lot. Mr. Francis said as part of the application the City received a letter from the applicant's attorney stating if this is not approved it will be the grounds of legal action. He said he doesn't believe the intent of that statement was a threat and legal action. The intent was to continue the application with the 70-51 Request for Relief process.

Mr. Francis stated that he was remiss in forwarding the application to the City Planner for review and has asked her for a report. April Fisher reported that two main areas are a "Cause to Pause." Before this lot split can be considered by Council she addressed the two variances required as follows,

1. The requirement for aggregation of lots (Section 54-2(b)) – She said Section 54-2(b) is important because these lots were previously aggregated. The current home was built in 1948 and sits on both lots. This application will need to have that variance to be heard by the P&Z Board and decided first.
2. Meeting minimum lot width – Concerning the 85ft lot width, there are several sections of code that identify how a lot width is determined. From the definition section, if you measure with right angles to the depth that is a 90-degree angle. If there is anything less than that, on any portion of the lot, it will be less than the required 85ft.

In the letter submitted by the applicant, Section 50-35(b)(3) deals with access of a lot and makes provisions for areas that have a cul-de-sac. The applicant left out some additional language that included remnant (flag lots) cannot be created. Also, Section 50-35(b)(4) identifies that lot widths be measured as perpendicularly possible with the expectation that there will be lots with right angles which is how lots are predominantly built out in the City.

Because of those two items, the two variances will have to be dealt with before the Council can discuss and approve a lot split. The lot split will not become legal without the approval of the two variances.

Discussion ensued on previous code revisions and lots platted before 1957.

April Fisher recommended that the variance process is exhausted by the applicant before the lot split can be considered by City Council.

Comm Nielsen moved to send the question to the Planning & Zoning Board if the applicant agrees.

Attorney Ardaman asked if the applicant would like to move forward or will they be willing to go through the variance process as recommended by the City Planner.

Attorney Logan Opsahl representing the applicant with offices at 921 Bradshaw Terrace, Orlando, FL 32804 said, in regards to those who will speak in opposition, the 7020 Seminole Lot Split application does meet all aspects of the Code. He asked for clarification on the definition of the midpoint of lot depth before moving to forward.

April Fisher said the lot depth definition is the distance measured from the midpoint of the front line to the midpoint of the opposite rear line of the lot. This definition is not part of the lot width definition.

Attorney Logan Opsahl clarified that this application is preserved against any possible future moratoriums on lot splits if the applicant moves forward with the variance process as discussed. Attorney Ardaman recommended if a moratorium is passed the Council agree to the request and build in a pending application. Attorney Opsahl asked that the staff preserve all emails and comment cards for the record.

Comm Pete Clarke

Mayor Pisano recognized Comm Clarke. Comm Clarke thanked Mayor Pisano for her years of service.

Franchise Agreement with Duke Energy

City Manager Bob Francis presented and gave an overview of the utility franchise tax between the City and Duke Energy. The City currently does not receive any form of compensation from Duke in exchange for the use of public right-of-ways. The franchise fees are a pass-through cost, from the customers within the city's jurisdiction to the City. We currently collect franchise fees for garbage, propane gas and telecommunications. Mr. Francis said the taxes could be held in a restricted fund used only for the maintenance of its public right-of-ways. Mr. Francis proposed a 5-6% franchise fee as a revenue source.

Council discussed the following,

- using the restricted funding for underground power
- using the restricted funding to repair the broken infrastructure
- passing a franchise fee vs. raising the mileage
- raise fees slightly higher for commercial properties
- explore partnering with the City of Edgewood
- not a good revenue source for new annexation

Mr. Francis said it is important to know that the City can also explore franchise fees for water and sewer.

Comm Nielsen moved to authorize the City Manager to move forward with an ordinance concerning a 5% franchise fee and designate the funds for road right-of-way maintenance.

Comm Sims seconded the motion for discussion.

After discussion, the motion passed 5:1 with Comm Gold, nay.

Police Advisory Committee (PAC)

City Manager presented consideration in creating a Police Advisory Board to assist the Police Department as a liaison with the community.

Chief Houston said the creation of the Advisory Board would assist with the communication between the Agency and the community. Some of the benefits are outlined in the Resolution and also included,

- help the public develop realistic expectations regarding actions a police officer may take to fight crime
- promote the goals of the police department and public outreach
- help identify needs for resource deployment
- improve the department's relationship by helping maintain the reputation and fairness of the department

Comm Weinsier moved to adopt Resolution 19-04 creating a Police Advisory Committee.

Comm Carugno seconded the motion which passed unanimously 6:0.

ATTORNEY REPORT

Attorney Ardaman provided a Memorandum of Law for an advisory opinion in respect to vacation rental properties and pilot programs submitted to the Florida Attorney General's Office at Council's direction. Attorney Ardaman reported that he had not received any information at this time.

CITY MANAGER'S REPORT

Issues Log update

City Manager Francis provided the following updates,

- Gene Polk Park - Mr. Francis reported that he applied for a mitigation program with FEMA and signed other documents today.
- Paving Around City Hall and Nela Avenue – The contractor will provide a start date and cost on March 6th.
- Traffic Study – He will be meeting with the consultant to finalize the project. The social media group is looking to schedule a webinar with the consultant and the residents on March 21st.
Mr. Francis reported that the City was directed by Orange County to remove the barricades on Conway/Hoffner intersection. The City will submit for a permit to put them back up.
- Fountain at Nela/Overlook – no report.
- Wallace/Matchett – He received renderings from the school. He reported that the City has installed additional no parking signs on Wallace/Matchett.

- Acquisition of Property – The Mayor and City Manager met with Comm Uribe and the adjacent property owners on Cross Lake. They are going to submit to the City a possibility to designate some of the property as a right-of-way instead of open space. Mr. Francis also reported that he met with the oak Island HOA for a piece of property on Kissam Court. Also, he is waiting for further information on the Bank of America building.
- Charter School – The consultant would like to meet to discuss a land lease. Mr. Francis said he does not have much experience on land lease contracts and would look to Comm Partin or Mayor Pisano for direction on how that would work for the City — He is also researching Solar Power at the Charter School.
- Municipal and Comp Plan Updates – Ongoing.
- Parking – Ordinance is being drafted and looking to present sometime in April.

Chief's Report

Chief Houston reported,

- Car burglaries. Lock your car doors and harden the target.
- The Police Department applied for a grant for overtime and message board.

Mayor's Report

Mayor Pisano gave a brief overview of the legislative updates.

Mayor Pisano asked for open dates for the City Manager review. Council consensus was to schedule a meeting a March 27th at 6:30 pm.

Legislative update

Mayor Pisano reported that she met with Senator Stewart and discussed,

- Funding for Delia Beach.

COUNCIL REPORT

Comm Gold - no report

Comm Carugno

- Update on Airbnb's
- Shared his concerns on the dirt bikes and 4-wheelers on Hoffner
- He requested an update for a 3rd boat on the water. Mr. Francis said he would follow-up with the NAV Board on an Interlocal Agreement

Comm Weinsier – no report

Comm Sims – no report

Comm Partin – no report.

Comm Nielsen - Comm Nielsen reminded Council of a report received on Oct 1, 2018, from the City Manager on lot splits. She would like the Council to give the City Manager direction on how to move forward. She provided a few suggestions for discussion at a future workshop.

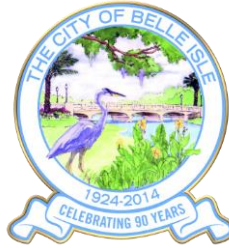
Mr. Yarborough was recognized. He shared his gratitude to the Police Department for their timely response.

ADJOURNMENT

There being no further business Mayor Pisano and Mayor for the Day Shaw called for a motion to adjourn. The motion was passed unanimously at 8:40 p.m.

Yolanda Quiceno, CMC, City Clerk

CITY OF BELLE ISLE



Proclamation

Declaring April 2019 as Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and (your name) are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Belle Isle, FL and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Belle Isle has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me, Lydia Pisano, Mayor, of the City of Belle Isle do hereby proclaim the month of April as

Water Conservation Month

The City of Belle Isle, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Attest _____

Yolanda Quiceno, City Clerk

Mayor Lydia Pisano

1 Comprehensive Plan and recommended that the City Council adopt the revised planned development district
2 regulations; and

3
4 **WHEREAS**, the City Council held two (2) public hearings on _____, and _____, to receive public
5 comments, and considered the recommendation of the Planning and Zoning Board and the proposed planned
6 development district regulations; and

7
8 **WHEREAS**, the Board has found and determined that the adoption of the proposed revised planned
9 development district regulations will foster and preserve the public health, safety and welfare and aid in the
10 harmonious, orderly and progressive development of the City, and thus serve a valid public purpose.

11
12 **NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AS FOLLOWS,**

13 **Section 1. Recitals**

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

16
17 **Section 2. Land Development Code Amendment**

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

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

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

22 (1) To provide for planned residential or commercial development communities, compatible with
23 surrounding areas, consistent with the density or intensity permitted under the comprehensive plan,
24 containing a variety of residential structures and diversity of building arrangements. Under no
25

1 circumstances does this district permit ~~residential~~ densities or intensities greater than that available
2 under the land use classification for that property.

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

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

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

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

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

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

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

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

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

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

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

4 (2) Attached multifamily dwelling units.

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

7 (4) Communication towers and antennas.

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

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

11 ~~(1) The criteria for establishing the densities and height of structures based upon land use~~
12 ~~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

21 -

22 ~~(2)~~ The following site development standards shall apply, unless specifically waived by finding of the
23 board and the council that the unique characteristics of the development in question make
24

1 unnecessary the application of one or more of these provisions in order to carry out the intent and
2 purposes of the planned development district:

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

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

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

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

20 e. Streets to be dedicated to the public shall be designed and built in accordance with the
21 appropriate sections of the subdivision regulations. Streets and driveways shall be constructed in
22 accordance with adopted road construction specifications and designed to provide for the free
23 movement and safety of vehicular traffic, and to provide safe, efficient and convenient access to land
24 uses within the development and to roadways adjacent to the development. The local, collector and
25

1 arterial street system must provide adequate access to the development, and properly accommodate
2 traffic generated by the development. Local streets shall provide access within the planned
3 development district in a manner that will discourage through traffic and provide for convenient
4 accessibility to parking areas serving each group of units.

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

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

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

14 i. In order to protect the lakes and canals from destructive activities, no roadways, buildings or other
15 permanent structures shall be permitted within 50 feet of the normal high-water elevation (~~86.9~~) of
16 the lakes or canals. Nature walkways, benches and tables are not considered permanent for these
17 purposes.

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

20 (1) *Preapplication conference.* The applicant shall confer with a panel of appropriate city
21 departments prior to submitting an application for a zoning change to the PD district. The conference
22 is intended to give the applicant an opportunity to discuss the proposed development and to benefit
23 from comment by city officials before undertaking the required work program. The panel shall include
24 the following: planning and development, city manager, mayor and administrative services personnel.

1 The city engineer and city attorney shall also be included on the panel. Other local governments
2 and/or state agencies may also be asked to serve on the panel on an as-needed basis. The planning
3 and development department shall coordinate the conference, and ensure all other departments and
4 the applicant are notified of the time and place of the conference.

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

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

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

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

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

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

11 a. Provisions for necessary improvements such as water, sewer, and drainage facilities as well as
12 systems for firefighting and street lighting.

13 b. The location and dimensions of all rights-of-way or easements for streets, pedestrian ways,
14 utilities, watercourses, and greenways, as well as proposed subdivision of land.

15 c. The relationship of building locations, arrangements, uses and heights to open areas, streets,
16 pedestrian ways, landscaping, property lines and adjacent uses.

17 d. Areas proposed to be conveyed, dedicated, or reserved for recreation and open space, and/or
18 public uses.

19 e. Covenants/restrictions, conditions, agreements, and grants which govern the use, maintenance,
20 and continued protection of the PD district and common areas.

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

23 If the applicant fails to obtain approval of the development plan within one year after approval of the
24 concept plan, the zoning classification shall revert to its previous zoning classification. However, if the
25

1 previous zoning classification is not compatible with the existing and/or future land use classification
2 for that property, the city shall administratively rezone the property to an appropriate zoning
3 classification. The applicant may apply to the council once for an extension of this deadline for a time
4 period not to exceed one year.

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

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

19 (7) *Construction requirements.* Approved development plans shall remain in full force and effect for
20 as long as the applicant carries on substantial, continuous development. The term "substantial" shall
21 mean that physical improvements are visible and continuous shall mean that the developer
22 commences construction in accordance with approved plans within 12 months of approval, and does
23 not cease development for a period longer than 60 days. The council shall have the authority to grant
24 an extension of this time period for up to 12 months, provided a written request is filed with the
25

1 mayor at least 30 days prior to the expiration of the time period. If the applicant either fails to carry on
2 substantial, continuous development or obtain an extension from the council within one year after
3 approval of the development plan, the zoning classification shall revert to its previous zoning
4 classification. If the previous zoning classification is not compatible with the existing and/or future
5 land use classification for that property, the department shall administratively rezone the property to
6 an appropriate zoning classification.

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

15
16 **SECTION 3. Severability**

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

20
21 **SECTION 4. Conflicts**

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

24 **SECTION 5. Codification**
25

1 This Ordinance shall be incorporated into the Land Development Code of the City of Belle Isle, Florida. Any
2 section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate
3 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
5 Development Code may be freely made.

6
7 **SECTION 6. Effective date**

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

10
11 First Reading held this _____ day of _____, 2018

12 Second Reading held this _____ day of _____, 2019

13 Advertised for Second Reading on the _____ day of _____ 2019.

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

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LYDIA PISANO, MAYOR

ATTEST: _____

Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality

Kurt Ardaman, City Attorney

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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.

Yolanda Quiceno, CMC-City Clerk



Sheriff John W. Mina
ORANGE COUNTY SHERIFF'S OFFICE

February 11, 2019

Laura Houston
Chief of Police
Belle Isle Police Department
1521 Nela Avenue
Belle Isle, FL 32809

Dear Chief Houston:

Enclosed please find a mutual aid agreement for review and signature. You will note it updates the previous agreement in place between the parties by including Sheriff John W. Mina's signature.

I have enclosed two originals. Please sign both and return one to me at the address listed below.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

SHERIFF JOHN W. MINA

A handwritten signature in black ink that reads "Katie Miller".

Katie Miller
Legal Services Coordinator
2500 West Colonial Drive
Orlando, FL 32804
407-254-7170

JWM/km

Enclosures



MUTUAL AID AGREEMENTS

COMBINED ORANGE COUNTY CITIES

EFFECTIVE THROUGH DECEMBER 31, 2020

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2019**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Sheriff of Orange County, Florida ("OCSSO"), and the City of Belle Isle, Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City of Belle Isle, Florida via U.S. Mail shall be addressed to Chief of Police, Belle Isle Police Department, 1521 Nela Avenue, Belle Isle, Florida 32809. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

2. A City police officer in the unincorporated county observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.
3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.
4. A City police officer taking law enforcement action pursuant to Section III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).

I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree

in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. **Policy and Training:** Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. **Forfeiture Litigation:** If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. **Powers:** Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. **Law Enforcement Related Off-Duty Employment:** This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

E. **Damages:** This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. **Conflicts with Florida Mutual Aid Act:** In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. **Amendments:** This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

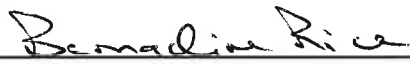
SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA



John W. Mina
as Sheriff of Orange County, Florida

Date: 2/14/19

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 13th DAY OF February 2019.



General Counsel



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

Meeting Date: March 19, 2019

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Proposed Changes for Lot Splits

Background: The City Planner and I met to go over the issues that are involved in lot splits. We believe that those issues are:

1. Variances for lot splits. It is apparent that the City Council current viewpoint on lot splits is to allow lot splits as long as they do not create a substandard lot which requires a variance. In order to prevent a lot split that requires a variance for a substandard lot, the staff is suggesting the following language be added to the Land Development Code:

- **Sec. 50-33. - Procedures. (6) Lot Split**

Requirements. With the prior approval of the city council, any lot or parcel not located within a planned unit development may be divided by lot split so long as the two resulting lots or parcels meet in every respect the Land Development Code's requirements for newly created lots or parcels. No lot or parcel nor any portion of any lot or parcel which has been created by a lot split shall be further divided by lot split. **No variance will be given for any lot split that results in a lot or parcel that does not conform in every respect the Land Development Code's requirements for newly created lots or parcels. For example, no variance will be given to any lot split that results in a substandard lot.**

- **Sec. 50-37. - Variances, exceptions and appeals.**

Variances. The council may grant a variance from the terms of these regulations when such variance will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these regulations would result in unnecessary hardship, **or will not result in any lot or parcel that does not conform in every respect the Land Development Code's requirements for newly created lots or parcels. For example, no variance will be given to any lot split that results in a substandard lot or lots.**

2. How to deal with those substandard lots currently in the R-1-AA zone. Since all of these homes were plotted prior to 1957, the Planner and I believe that nothing needs to be done to allow these homes to be "grandfathered" or have the zoning changed.

According to **Sec. 54-2. - Substandard lots of record (b)**: If a lot or parcel of land zoned for single-family residential use has an area or width which does not conform with the requirements of the district in which it is located, but was a lot of record in the county prior to October 7, 1957, such lot or parcel of land may be used for a single-family dwelling, provided the minimum yard requirements, minimum floor area requirements, and height requirements are maintained and provided the lot has not been previously aggregated pursuant to the requirements of subsection (a). According to the plat and the current Property Appraiser map, with the exception of 3 lots, the lots remain as originally platted.

3. Defining Lot Width and Lot Depth: There has been many interpretations for lot width and lot depth. The Planner and I would like the Council to consider the following definitions:

Lot Width: Lot width is the horizontal distance between the side lot lines, measured at right angles along a line drawn parallel to the front lot line at a distance from the lot line equal to the minimum front yard setback.

Lot Depth: Lot depth is measured along a straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line or to the most distant point on any other lot line where there is no rear lot line. (With the above definition for lot width, there is no need for lot depth.)

The staff is also recommending the attached diagram on how to measure lot width so there is no misinterpretation on how a lot width is to be measured.

4. Application Process and Fee: BIMC 50-33 (6)(a) states: *Submission requirements*. The applicant shall submit a survey and legal description both certified by a registered state surveyor of the property as it is to be divided, payment as set forth in this Land Development Code and proof of ownership acceptable to the city. When reviewing the LDC for Lot Split fee, there is a fee for formal subdivision and a fee for informal subdivision, but no fee for lot split. In reviewing several other municipalities, their fees range from \$100 to \$500. There is also no application or process available to the property owner that shows what is needed.

The staff is recommending that the attached application be adopted and the fee of \$200 be adopted for the application process.

Staff Recommendation: Adopt the recommendations of the staff and direct the City Attorney to prepare the necessary ordinance.

Suggested Motion: I move that we approve the recommendations of the staff for lot splits and direct the City Attorney to prepare an ordinance.

Alternatives: Do not approve the recommendations and provide further direction to the staff.

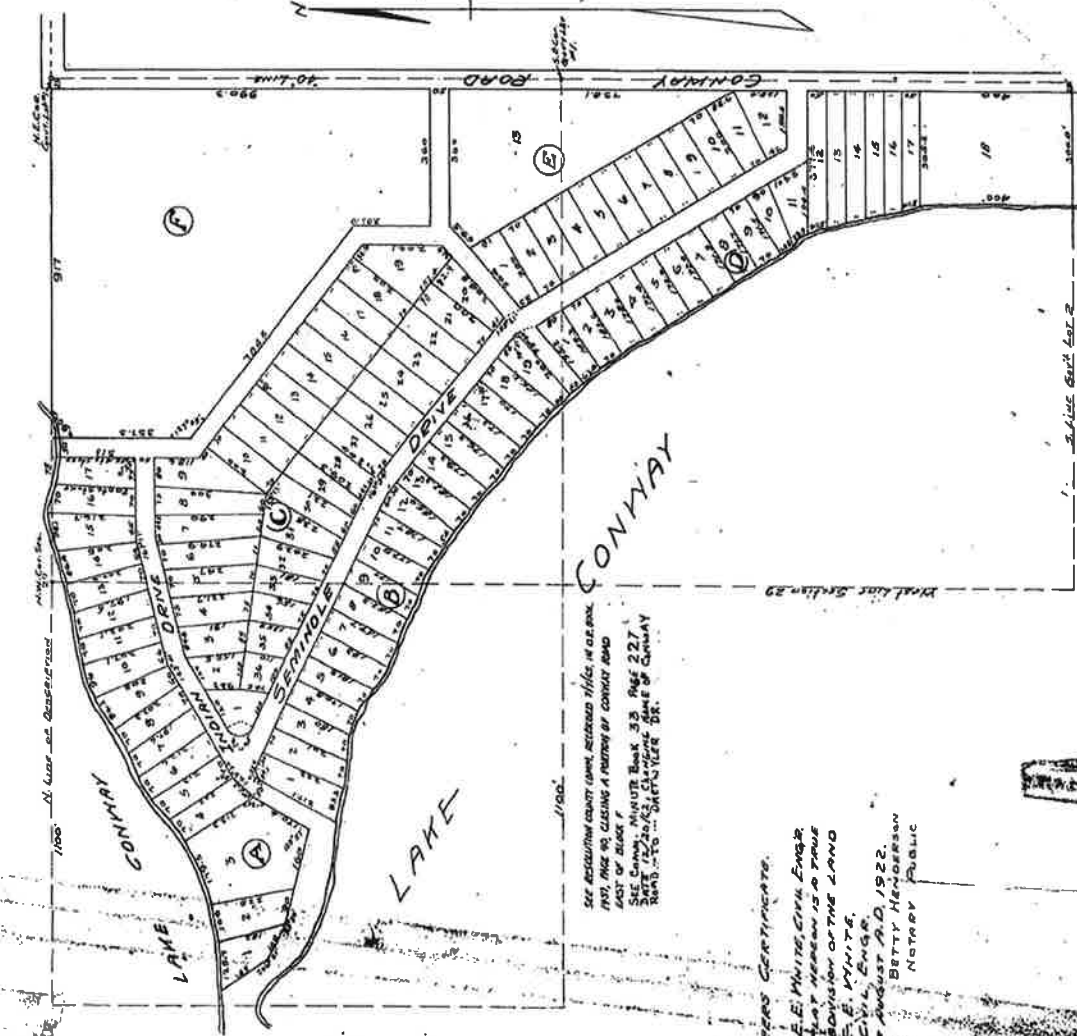
Fiscal Impact: New fee of \$200/lot split application.

Attachments: Original Plat and Property Appraiser Map
Lot width diagram
Application

138
 138

LAKE CONWAY PARK.

PART OF INDIAN DRIVE VACATED BY CO. COMMISSIONER
 APRIL 5, 1987. SEE P.B. 802-803, P. 128.



DESCRIPTION
 LOT NO. 1 AND THAT PART OF LOT #2 LYING SOUTH
 OF LOT #1 AND WEST OF THE CONROY ROAD, IN SEC.
 29 AND THE EAST 100 FEET OF LOT 1 - SEC.
 30; ALL IN TWP. 25S. RANGE 30E.
 SCALE: 1 inch = 200 FEET. DATE: August 1922.
 F. F. WHITE, CIVIL ENGINEER,
 ORLANDO, FLA.
 BY INSTRUMENT NO. 1000.

OWNER'S CERTIFICATE.
 STATE OF FLORIDA,
 COUNTY OF ORANGE.
 I, WILBER MYRREN, WHO BEING DULY SWORN DEPOSE
 AND SAY THAT HE IS THE OWNER OF THE LAND
 DESCRIBED IN THE CAPTION AND HAS AUTHORIZED AND
 ACCEPTED THE SURVEY AND SUBDIVISION SHOWN HEREIN.
 WILBER MYRREN,
 OWNER.
 SUBSCRIBED AND SWORN TO BEFORE ME
 THIS - DAY OF AUGUST, 1922.
 NOTARY PUBLIC
 WALTER R. DUN
 APRIL 23, 1924
 Notarial Seal

SEE VENETIAN VILLAS PLAT FILED
 JULY 9, 1923 PLAT BOOK 5 PAGE 69
 REBLATTING PART OF BLOCK F

SEE ADDITIONAL COUNTY CLERK, RECORDED OFFICE IN ORANGE
 COUNTY, FLA. IN CASE NO. 1000, CLOSING A MATTER OF CONVOY ROAD
 PART OF BLOCK F
 SEE CONWAY PLAT BOOK 33, PAGE 227
 STATE OF FLORIDA, COUNTY OF ORANGE
 REBLATTING PART OF CONVOY ROAD TO ... JAMES W. LEE SR.

ENGINEERS CERTIFICATE.
 STATE OF FLORIDA,
 COUNTY OF ORANGE.
 I, PERSONALLY APPEARED BEFORE ME F. F. WHITE, CIVIL ENGINEER,
 WHO BEING DULY SWORN DEPOSED AND SAID: THAT THE PLAT HEREIN IS A TRUE
 AND CORRECT REPRESENTATION OF THE SURVEY AND SUBDIVISION OF THE LAND
 DESCRIBED IN THE CAPTION.
 F. F. WHITE,
 CIVIL ENGINEER.
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF AUGUST A.D. 1922.
 BETTY HENDERSON
 Notary Public

FILED AND RECORDED
 10, 1922, 10:30 A.M.
 WALTER R. DUN
 Notary Public



- Florida Turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road
- State Road
- County Road
- Toll Ramp
- Inland Ramp
- One Way
- Back Road
- Rail Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional
- Governmental
- Institutional/Misc
- Commercial/Industrial/Vacant Land
- Hydro
- Waste Land
- Agricultural Curflage
- County Boundary
- Parks
- Golf Course
- Lakes and Rivers
- Blindling
- Power Plant

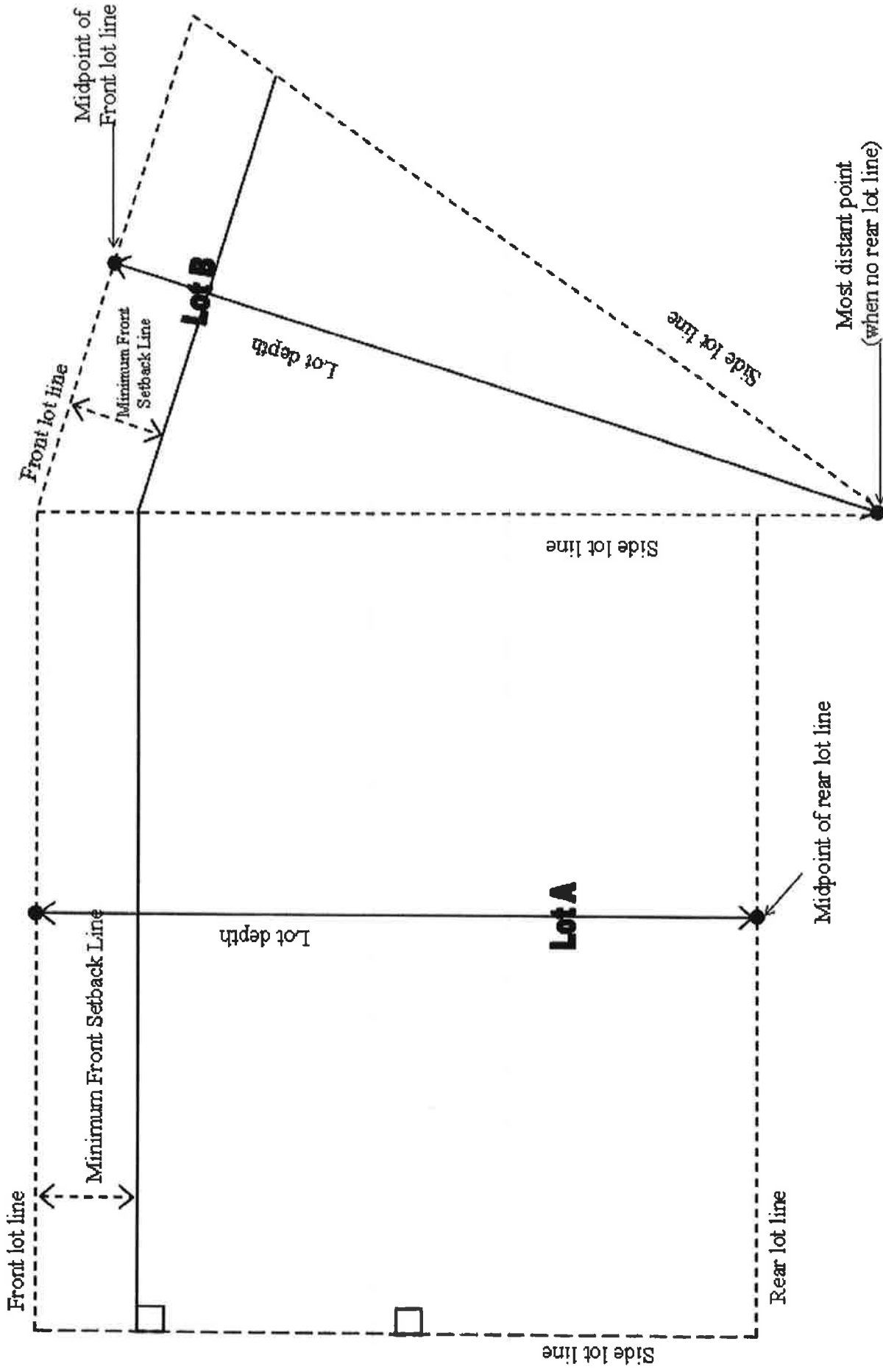


Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 3/11/2019 14:30

This map is for reference only and is not a survey.



LOT SPLIT

LOT SPLIT PROCEDURE

When specified conditions occur, one existing parcel of land may be divided into two lots using a simplified procedure instead of a formal plat. This procedure, known as a lot split, is faster and less costly to follow but can only be used if all the criteria specified in the subdivision regulations are followed.

The applicant shall meet with City Planner to receive an explanation of the lot split procedure, including its requirements and limitations.

The lot split application shall be completely filled out and returned to the City Planner or City Clerk's Office with the appropriate fee. As a part of the application, two copies of a scale drawing shall be submitted showing the boundaries of the existing parcel; the location of all structures; the precise nature of the proposed split; the legal description of the lots to be formed; and the name, signature, and seal of the licensed engineer or the registered land surveyor who prepared the drawing. An application shall not be processed until it has been fully completed, the appropriate fee paid, and all requested information submitted.

The City Planner shall review the proposed lot split at a regular scheduled meeting based on the criteria specified in the adopted subdivision regulations.

The City Planner shall, within thirty days of application, in writing, ratify or not ratify, or continue for cause those applications which, in its opinion, do not comply with the Subdivision Regulations.

LOT SPLIT APPLICATION

BELLE ISLE, FLORIDA

Lot Split Application No: _____ Date: _____
Fee: \$200.00

Return Form To: City Clerk's Office
1600 Nela Ave.
Belle Isle, FL 32809
407-851-7730
FAX 407-240-2222

Attachment Required:

- Application;
- Current Deed;
- Legal descriptions of the property/properties prepared by a licensed surveyor;
- A plat prepared by a licensed surveyor; and
- Cash or check (made payable to the City of Belle Isle) for \$200.

APPLICANT

Name

Address

Telephone Number

Email

OWNER

Name

Address

Telephone Number

Email

REQUEST

As provided in Article__ of the Land Development Code, City of Belle Isle, a lot split of Lot _____, Block _____, in the _____ Addition to the City of Belle Isle is hereby requested.

The lot is generally described as:

LOT SPLIT REQUIREMENTS

The lot split is sought to divide the lot into not more than two (2) lots.

The lot split application meets the following requirements:

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) No new street or alley or other public improvements are needed or |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) No vacation of streets, alleys, setback lines, access control or required or proposed. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) The lot split will not result in significant increases in service requirements utilities, schools, traffic control, streets, etc.); or will not interfere with existing service level (e.g., additional curb cuts, repaving, etc.). |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) There is sufficient street right-of-way as required by these Comprehensive Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) All easement requirements have been satisfied. |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) The split or plat will not result in a lot without direct access to a public street. |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) No substandard-sized lot or parcel will be created. (no variances are authorized to create a substandard lot) |
| <input type="checkbox"/> | <input type="checkbox"/> | (h) The lot has not been previously split in accordance with these regulations. |

APPLICANT'S SIGNATURE:

OWNER'S SIGNATURE:

Date: _____

Date: _____

CITY PLANNER ACTION

Action of the City Planner:

**City of Belle Isle Canvassing Board Minutes
Public Test for the General Municipal Election
Thursday, March 14, 2019, at 2:00 PM**

Attendance: Attorney, Eric Jontz
Laura Houston, Chief of Police
Yolanda Quiceno, City Clerk
Anthony Carugno, Commissioner District 2

Public Attendees: No members of the public were present

The Canvassing Board meeting was called to order at 2:00 p.m.
For the record, Chief Houston was present in the City Manager's absence.

Public notification was posted in four conspicuous places in the City and on the home page of the Orange County Supervisor of Elections' website. A link to the county supervisor of election's homepage was posted on City's website fulfilling notice requirement.

There being no public attendees, there was no public comment.

The City Clerk confirmed that there is no New Business to discuss from the March 12th audit.

The Canvassing Board conducted the certification of the manual recount under s. 102.166, FS.

The Canvassing Board certified that the report of the voting system audit performed for the election of March 12, 2019 is accurate and that the attached worksheet is for the audited precinct 9213.

There being no further business, Yolanda Quiceno made a motion to adjourn. All voted in favor, motion approved.

The meeting adjourned 2:45 PM.

Respectfully Submitted by: Yolanda Quiceno, CMC
City Clerk

Voting System Post-Election Audit Report

County: Orange Date of Election: 3/12/2019
Type of Audit (check applicable box): Manual Automated Independent
Precinct Number(s): 9213
Race (if Manual Audit): MAYOR

1. Overall accuracy of the audit:
2. Description of any problems or discrepancies encountered:
3. Likely cause of such problems or discrepancies:
4. Recommended corrective action with respect to avoiding or mitigating such circumstances in future elections:

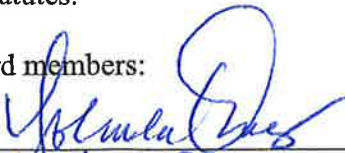
Check applicable box and sign below:

We hereby certify that the report of the voting system audit performed for the election is accurate and that attached are precinct summary reports for each precinct audited.

We hereby certify that a voting system audit was not done because a manual recount was conducted under s. 102.166, Florida Statutes.

Signatures of County Canvassing Board members:

Yolanda Quiceno
Printed Name


Signature

3/14/2019
Date

ANTHONY P. CARAGANO
Printed Name


Signature

3/14/2019
Date

Laura Houston
Printed Name


Signature

3/14/19
Date

Manual Audit Team Worksheet for Marksense Ballots

County: Orange

Date of Election: 3/12/2019

Precinct Number: 9213

Race: Mayor

*Check box if provisional ballots are included in Early Voting and Election Day ballots, instead of being reported separately.

Check box if race permitted more than 1 vote.
Indicate here the "Vote for no more than" number:

Manual Audit Tally					
Candidate or Issue	Early Voting (EV)	Election Day (ED)	Absentee (AB)	Provisional (PV)*	Totals
Holly Bobrowski	4	151	28	0	183
Nick Fairclough	8	189	51	0	248
Richard Rick L Miller	3	54	31	0	88
Over Votes	0		0	0	
Under Votes	0		0	0	
Write-in Candidates					
Overvotes					
Undervotes (i.e., blank votes)	0	0	0	0	0
Indeterminate Votes					

Audit Team Members:

Printed Name: Yvonda Quevno

Signature: 

Date: 3/14/2019

Printed Name: Anthony P. Corregno

Signature: 

Date: 3/14/2019

0002 9213 Belle Isle

	TOTAL VOTES	%	EV-ED200	AV-AB850	ED-DS200	PV-EARLY	PV-EDAY
REGISTERED VOTERS - TOTAL	2,063						
BALLOTS CAST - TOTAL	519		15	110	394	0	0
BALLOTS CAST - BLANK	0		0	0	0	0	0
VOTER TURNOUT - TOTAL		25.16					
VOTER TURNOUT - BLANK							

Mayor Belle Isle

(VOTE FOR) 1

Holly Bobrowski	183	35.26	4 ✓	28 ✓	151 ✓	0	0
Nick Fouraker	248	47.78	8 ✓	51 ✓	189 ✓	0	0
Richard "Rick" L. Miller	88	16.96	3 ✓	31 ✓	54 ✓	0	0
Over Votes	0		0 ✓	0 ✓	0 ✓	0	0
Under Votes	0		0 ✓	0 ✓	0 ✓	0	0

Belle Isle City Council District 3

(VOTE FOR) 1

Ben Bateman	195	40.04	7	60	128	0	0
Karl Shuck	292	59.96	8	43	241	0	0
Over Votes	0		0	0	0	0	0
Under Votes	32		0	7	25	0	0



**CITY OF BELLE ISLE,
FLORIDA**

Code Enforcement - Monthly Overview

FEBRUARY 2019

New Violations	51
Inspections	42
Violation Compliance	39
Signs Collected	53
Total Contacts	185

CODE VIOLATIONS/CONTACTS

2/05/2019 through 03/05/2019

<u>CodeViolation</u>	<u>Count</u>
COMMERCIAL VEHICLE	1
HIGH GRASS/WEEDS	33
NO PERMIT - TREE REMOVAL	2
OBSTRUCTING SIDEWALK	1
PARKING OF RV	1
PARKING OF TRAILER	8
PARKING OF WATERCRAFT/TRAILER	1
POD - Portable Storage Unit - NO PERMIT	1
TRASH & DEBRIS	3
Grand Total	51

3/6/2019
8:30 AM

Complaint Status

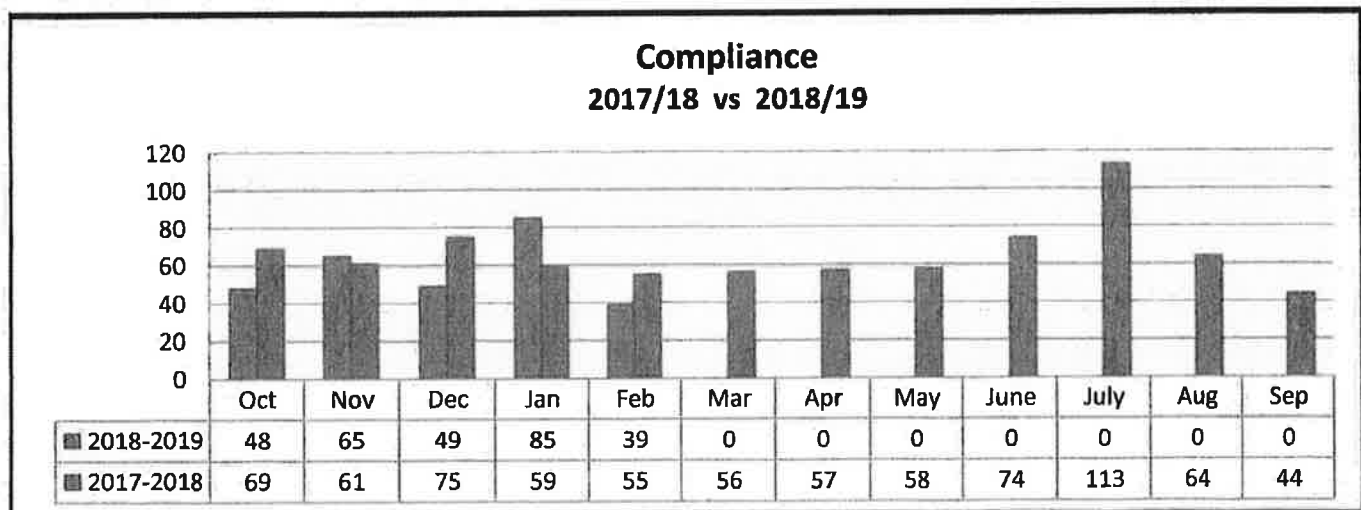
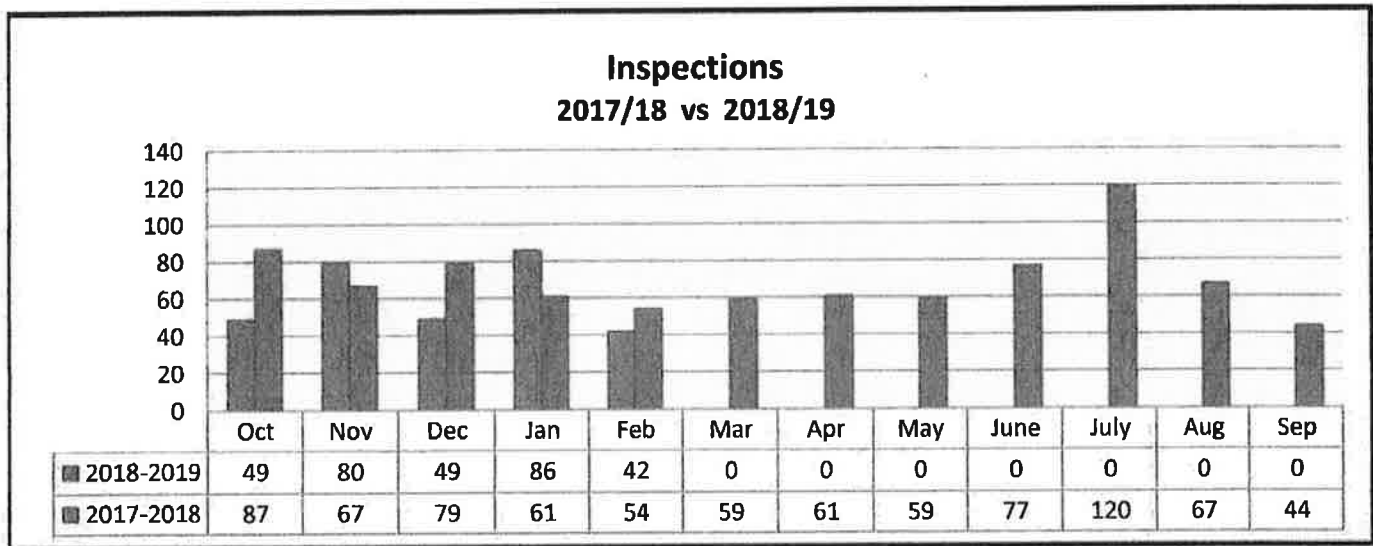
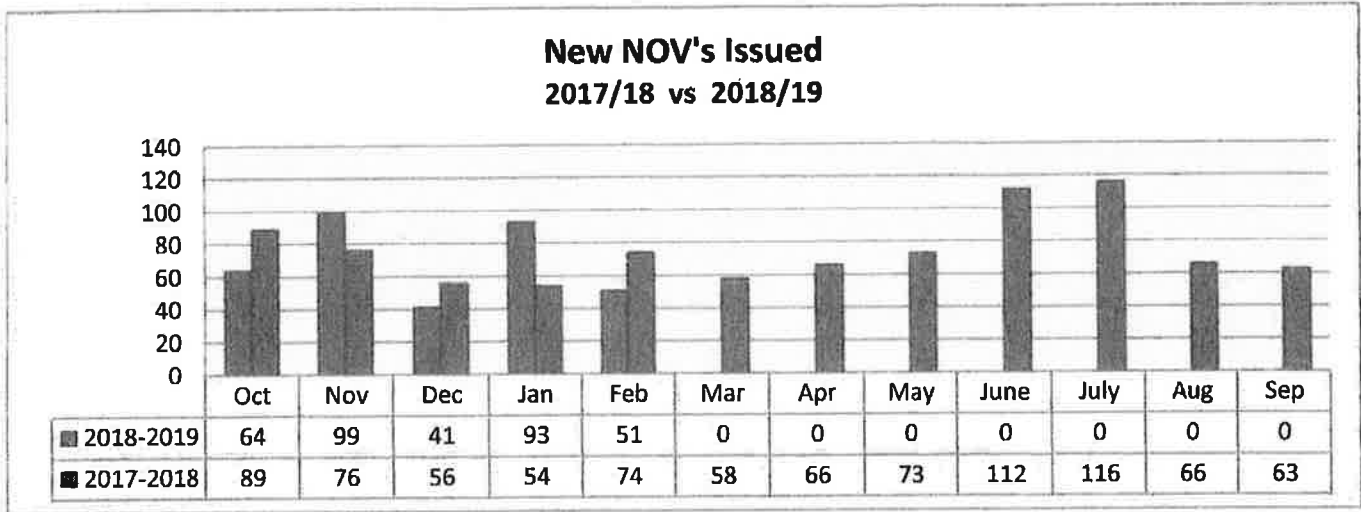
02/05/2019 through 03/05/2019

<u>Status</u>	<u>Count</u>
CLOSED COMPLIANCE	39
MONITOR - OPEN	1
	<hr/>
	40

**CODE ENFORCEMENT
YEAR TO YEAR COMPARISON
2017-2018 vs. 2018-2019**

	YTD OCT-FEB <u>2017-2018</u>	YTD OCT-FEB <u>2018-2019</u>
New Notices of Violation Issued	349	348
Inspections Performed	276	306
Compliance	319	289
Signs Collected	311	450
Trash, Grass, Debris Related	48	87
Vehicle, Boat and RV Related	210	175
Permitting	25	13
Cases Presented to CEH - Special Magistrate	0	0
Cases Adjudicated and Fined	0	0

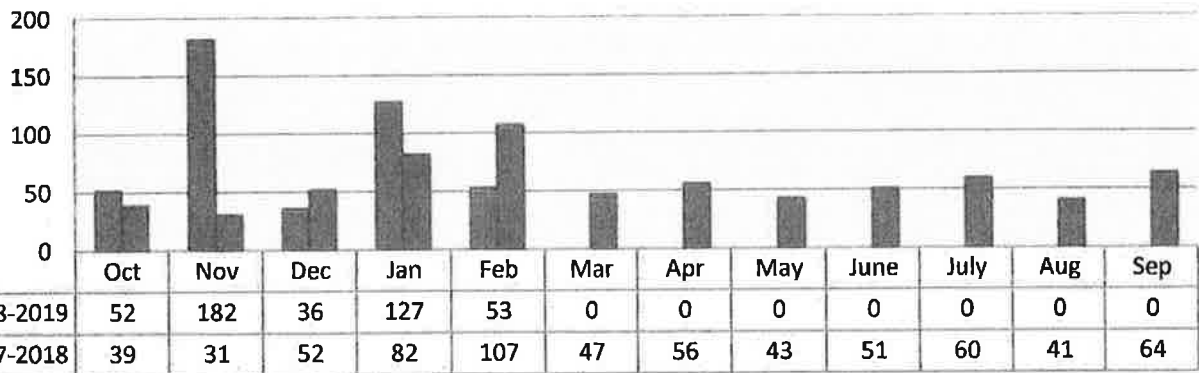
CODE ENFORCEMENT ACTIVITY 2017/18 vs 2018/19



CODE ENFORCEMENT ACTIVITY

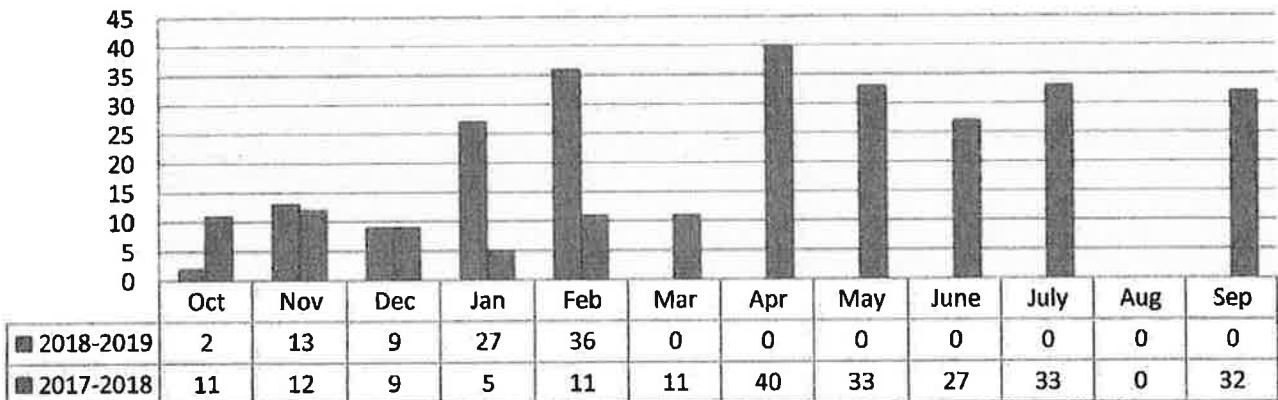
Signs

2017/18 vs 2018/19



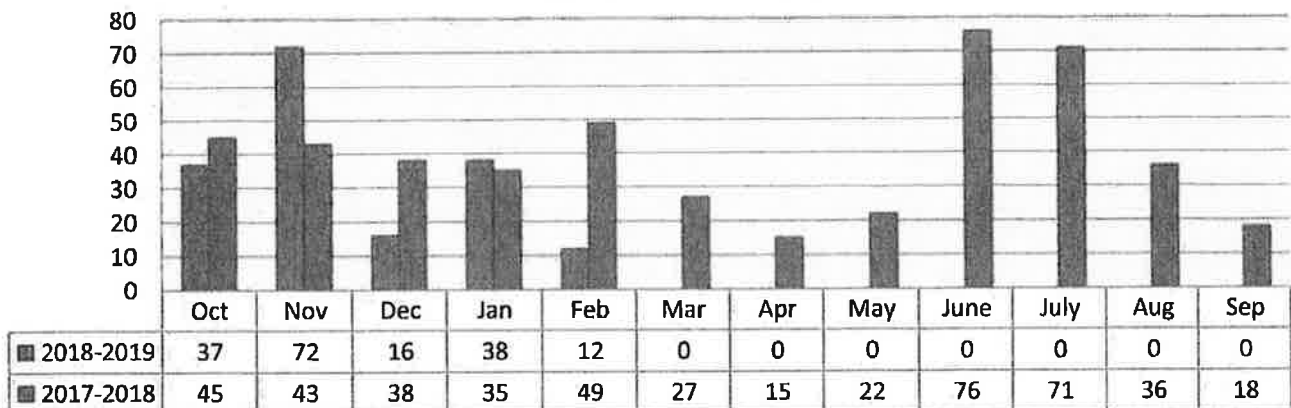
Trash, Grass, Debris

2017/18 vs 2018/19



Vehicle, Boat & RV Related

2017/18 vs 2018/19



Address by District

(02/05/2019 through 03/05/2019)

District	StreetName	Code/Violation	Status	CodeOfficer
1	CULLEN LAKE SHORE	PARKING OF TRAILER	COURTESY NOV - OPEN	WINTERS
1	GRAMONT	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
1	GRAMONT	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
1	HOFFNER	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
2	AVOCADO	TRASH & DEBRIS	VERBAL	WINTERS
3	COLLEEN	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	COLLEEN	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	COLLEEN	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	COLLEEN	OBSTRUCTING SIDEWALK	CLOSED COMPLIANCE	WINTERS
3	COLLEEN	PARKING OF TRAILER	COURTESY NOV - OPEN	WINTERS
3	COLLEEN	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	GONDOLA	COMMERCIAL VEHICLE	CLOSED COMPLIANCE	WINTERS
3	GONDOLA	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	IDAHO	PARKING OF TRAILER	COURTESY NOV - OPEN	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	IDAHO	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS

District	StreetName	Code Violation	Status	Code Officer
3	STAFFORD	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	SWANN	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
3	SWANN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
3	SWANN	HIGH GRASS/WEEDES	COURTESY NOV - OPEN	WINTERS
5	TRACE	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
5	TRACE	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
5	WILLOUGHBY	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
5	WILLOUGHBY	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
6	COVE	PARKING OF WATERCRAFT/TRAILER	CLOSED COMPLIANCE	WINTERS
6	PLAYA	POD - Portable Storage Unit - NO PERMIT	MONITOR - OPEN	WINTERS
7	CHISWICK	NO PERMIT - TREE REMOVAL	CLOSED COMPLIANCE	WINTERS
7	CHISWICK	PARKING OF RV	CLOSED COMPLIANCE	WINTERS
7	DARDEN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	DARDEN	TRASH & DEBRIS	CLOSED COMPLIANCE	WINTERS
7	DORIAN	TRASH & DEBRIS	CLOSED COMPLIANCE	WINTERS
7	DORIAN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	DUBAN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	DUBAN	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
7	HAWFORD	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	MONET	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	MONET	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	MORTIER	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	MORTIER	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	PELLEPORT	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS

District	StreetName	Code/Violation	Status	CodeOfficer
7	PELLEPORT	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	ROTHBURY	NO PERMIT - TREE REMOVAL	CLOSED UNFOUNDED	WINTERS
7	ST. GERMAIN	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	ST. MICHAEL	PARKING OF TRAILER	CLOSED COMPLIANCE	WINTERS
7	ST. MORITZ	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	ST. MORITZ	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS
7	ST. MORITZ	HIGH GRASS/WEEDES	CLOSED COMPLIANCE	WINTERS