



CITY OF BELLE ISLE, FL
CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, July 16, 2024 * 6:30 PM

AGENDA

City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Jason Carson, District 4

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski | District 3 Commissioner – OPEN | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Commissioner, Jason Carson-District 4
3. **Presentations**
 - a. Congressman Darren Soto and Roxy Santiago-Outreach Representative
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
 - a. Approval of the City Council Meeting Minutes - June 18, 2024
City Council Meeting on July 2, 2024, was canceled
 - b. Approval of OC Mutual Aid Agreement 2024-2028
 - c. RESOLUTION NO. 2024-08 - A RESOLUTION ADOPTING A PROCLAMATION POLICY FOR REQUESTING CEREMONIAL DOCUMENTS FROM THE CITY OF BELLE ISLE
6. **Unfinished Business**
7. **New Business**
 - a. ORDINANCE NO. 24-02 - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, CREATING SUBPART B CHAPTER 54, "LAND DEVELOPMENT CODE, " ARTICLE III, "ZONING" SECTION ARTICLE III SECTION 54-85 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS," TO PROVIDE DEFINITIONS AND SUBMITTAL AND REPORTING REQUIREMENTS AND OTHER PROVISIONS FOR CERTIFICATION AND IMPLEMENTATION OF DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
 - b. Approval of Ad Sponsorship for CCA Football Programs
 - c. Approval of Centennial Event Donation - \$7,800
 - d. Discussion and Approval for RFP for Continued Sidewalk Replacement
 - e. Discussion on scheduling a Special Meeting to Set the Maximum Millage Rate for FY 2024/2025
 - f. Approval of Budget Workshop on August 6th from 5:30-6:30
8. **Attorney's Report**
9. **City Manager's Report**
 - a. City Manager's Work Plan Items
 - b. Chief's Report
 - c. Public Works Report
10. **Mayor's Report**
11. **Items from Council**
12. **Adjournment**



CITY OF BELLE ISLE, FL
CITY COUNCIL MEETING

Tuesday, June 18, 2024 * 6:30 PM

MINUTES

Present was:

- Mayor - Nicholas Fouraker
- District 1 Commissioner – Frank Vertolli
- District 2 Commissioner – Holly Bobrowski
- District 4 Commissioner – Jason Carson
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin

Absent was:

- District 3 – OPEN
- District 5 Commissioner – Beth Lowell

1. Call to Order and Confirmation of Quorum

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

2. Invocation and Pledge to Flag - Commissioner Holly Bobrowski, District 2
Commissioner Bobrowski gave the invocation and led the Pledge to the Flag.

Mayor Fouraker announced that Vice Mayor Lowell would not be in attendance and asked for an excused absence. He also apologized to the Commissioner for his “roughness” at the last Council meeting.

Comm Bobrowski moved to excuse Vice Mayor Lowell from the meeting. Comm Smith seconded the motion, which passed unanimously 6:0.

3. Appointment of Vice Mayor - Section 4.03, Vice-mayor: Election.
Mayor Fouraker called for nominations for Vice Mayor.

Comm Partin moved to nominate Jason Carson as vice mayor. There being no further nominations, Comm Smith seconded the motion, which passed unanimously 6:0.

4. Citizen's Comments

Mayor Fouraker opened for citizen comments.

- Clay Van Camp, who resides at 5452 Ming Drive, shared his concerns about the permit issued for a Boat Dock on 5447 Ming Drive. He provided a plat survey of the building permit for the property. He reached out to the City Manager and staff regarding the concerns and why he believes it should not have been approved, which included 1) the plat is not a true survey and does not show riparian right views, 2) design criteria allow less than 50% of lineage and the permit is showing 75% with obstructing, triangle, riparian right, and 3) ingress/egress is affecting all six neighbors and is self-certified with DEP. He would like staff to research the permitting process so the city can avoid these situations in the future.
- Kristina Giles, residing at 5820 Cove Drive, prepared a PowerPoint presentation and spoke on her neighbor's boat dock issues, including riparian rights, wall foliage blocking residents' view, swale,

and permit alteration of the lake bottom. Ms. Giles also emailed the Council before the meeting dated 6/18/2024.

- Anita Sacco, residing at 4913 Jinou Avenue, spoke on the Live Local Act and the concerns about the city's future property purchase in the City of Orlando. She does not favor purchasing the land on Daetwyler and dedicating a portion of it to affordable housing. She also noted she recently completed a Transportation survey and was surprised by some of the “tone” of the questions.
- Anthony Carugno, who resides at 2372 Hoffner Avenue, said he would contact the commissioners to provide an update on items discussed before he left office. He asked if the city’s lobbyists were still active and if the city would receive an update. Who met with the City of Orlando and introduced the affordable housing option. He further said he applied for the open P&Z Board seat, asked for clarification/update on Forms 1 and 6, and said he would like to advise the former Board member of the new changes to the Form to see if he wants to change his mind. He concluded and asked that the council take some care of their decisions on who they place on the boards because the person nominated on the agenda has always spoken poorly about the city.

There being no further comments, Mayor Fouraker closed citizen comments.

5. Presentations – na

6. Consent Items

- Approval of City Council Meeting Minutes - June 4, 2024
- Planning & Zoning Member Application - Anthony Carugno
- Budget Committee Member Application - John Evertsen
- Wildan Contract Extension
- RVi Planning Contract Extension
- Approval of the SRO contract 2024-2025

Comm Smith moved to pull items a and b from the agenda.

Comm Bobrowksi asked to pull item f from the agenda.

Comm Smith requested the following edits to the meeting minutes as follows:

Page 2

1. Invocation and Pledge to Flag – Commissioner ~~Smith~~ Vertoli, District 6
Commissioner Vertolli gave the invocation and led the Pledge to the Flag.

Page 4

He said the City might consider partnering with the City of Orlando to separate the ~~25~~ 24.5 acres and allow affordable housing through the Live Local Act on the portion of the land that is not needed.

Page 5

Mayor Fouraker said staff could be asked questions about this matter offline as it is not an agenda item. Additionally, he noted that their attorney is our former City Attorney, Tom Callan.

Comm Smith asked if the Council could consider Mr. Carugno’s application for the P&Z Board at the next Council meeting. This would allow him to find out more information on the Form 1 changes and speak to his wife and the City Clerk about the requirements. The council consensus was to move approval of the application to July 16th.

Attorney Langley updated us on the revisions for Forms 1 and 6. He does not see the requirement to submit the forms to be changed. The threshold for reporting on Form 1 is \$10,000. Mr. Carugno said he would like more time to review his options.

Comm Bobrowski asked if they asked for the additional SRO from CCA or the City. Chief Grimm said the City requested two SRO employees to assist with population growth. The contract language remains the same except for the increase in costs.

Mayor Fouraker called for approval of Consent Items a-f as discussed.

Comm Smith moved to approve the Consent Agenda items as discussed.

Comm Bobrowski seconded the motion, which passed unanimously 6:0.

7. Unfinished Business - na

8. New Business

- a. Resolution 24-06 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN INCREASE IN THE ANNUAL NON-AD VALOREM STORMWATER ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

City Clerk read Resolution 24-06 by title.

City Manager Rudometkin said the staff is researching increasing the assessment for next year and is working with Willdan Financial Services, a consultant, on a stormwater rate study.

Comm Smith moved to adopt Resolution 24-06 as presented.

Comm Carson seconded the motion, which passed unanimously 6:0.

- b. Resolution 24-07 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE ANNUAL NON-AD VALOREM SOLID WASTE COLLECTION ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

City Manager Rudometkin noted that there will be no increase in rates for the residential portion for 2024-2025.

City Clerk read Resolution 24-07 by title.

Comm Smith moved to adopt Resolution 24-07 as presented.

Comm Carson seconded the motion, which passed unanimously 6:0.

- c. Discussion on "Peacocks"

City Manager Rudometkin provided a handout and noted that the staff had contacted several cities and found that many had not taken any action to deal with peacocks. They find educating residents on how to live with the fowl and advising them not to feed it to be effective and not become a nuisance.

Mr. Price, the Public Works Director, confirmed the discussions with other cities. He also added that the process is costly and lengthy, and it is not guaranteed that they will not return. He said the other concern addressed was having the trappers on private property. He asked the Council that it would be their decision on how the staff would tackle this issue.

Vice Mayor Carson asked if anyone had physically seen them in the City. Mr. Price said he had seen a couple of them on Gran Lac. He has heard that some have seen them in small groups throughout the city and not localized.

Comm Vertolli said this will be a problem; today, we have 5, and in a few months, it will be 20. He would like the City to be proactive in any approach.

Comm Bobrowski said she prefers to educate the residents and explain how to live with fowl.

- d. Surplus - Electronics and Marine Patrol Boat Motor

City Manager Rudometkin presented the surplus items for approval. Chief Grimm spoke about the surplus of the Yamaha SHO Engine and stated that it has approximately 1500 hours. He provided quotes for the current value and asked for the Council’s direction on how they would like staff to sell the item. Mr. Price stated that a dealer offered to pay \$3,000. After discussion, the Council agreed that it be posted on a public auction site with a reserve.

Comm Bobrowski moved to have the Chief place the item on a public auction site with a reserve he deems appropriate.

Attorney Langley recommended the motion to read, approve the surplus, and sell all agenda items with the caveat that the engine would be auctioned as specified. Comm Bobrowski agreed to the modified motion. Comm Partin seconded the motion, which passed unanimously 6:0.

- e. Reschedule August 20th CC Meeting due to Primary Election Use of City Hall Chambers
The City Clerk asked the Council to reschedule the August 20th meeting due to the Election use of the Chambers.

After discussion, Comm Smith moved to reschedule the August 20th meeting for Thursday, August 22, 2024, at 6:30 p.m. Comm Carson seconded the motion, which passed unanimously 6:0.

9. Attorney’s Report

- a. Federal Court Injunction Regarding Form 6
Attorney Langley updated the Council on the temporary Preliminary Injunction on Form 1 and Form 6 submittals required by Elected Officials. He stated that if not already filed, Elected officials must file Form 1 no later than July 15, 2024.

10. City Manager’s Report

- a. City Manager Task List
City Manager Rudometkin gave an update on the following,
 - Annexation—He met with Bricksmore, who has shown interest in annexing into the City. He is preparing a preliminary meeting with Publix before considering their concessions for Council consideration.
 - Lancaster House—CCA Legal provided a draft with the carve out of the Lancaster property. He has forwarded it to the City Attorney for review. Once edited, he will bring a draft to the Council for consideration.
 - Lobbyists—He has met with Chris Dawson and spoke on grant updates for stormwater and runoff to lakes and canals, and he will have an update shortly.
 - Vulnerability Assessment Grant – Information has been provided and is moving forward.
 - Conway/Judge—He and the Mayor met with the City of Orlando and are working on a Vulnerability Study for Council review.
- b. Chief’s Report
Chief Grimm gave a monthly STAT update. He briefly mentioned the lake event posted for the weekend. BIPD will work with Orange County to maintain safety and order.

c. Public Works Report

Phil Price gave an update on the following,

- He gave an update on the Orange County lift station projects on Cullen Lake Shore, Jade Circle, and St. Partin.
- Trimble Park – Mr. Price addressed the dead fish at Trimble Park. He noted that the lagoon was very low, which lowered the oxygen. The rain flushed out the dead fish, and the staff cleaned up the area on Friday. On Monday, they revisited the area, and there were no dead fish. He noted rumors that FDOT had sprayed the ditch, which killed the fish. He spoke with FDOT and found that it was not the case. They sprayed weeds a month before, and it did not cause any harm to the fish.
- The RFP for the Landscaping Services is being revised and will be published shortly. He said the RFP would be posted on DemandStar, the City’s website, and in the Orlando Sentinel. Comm Bobrowski asked if the City can piggyback off of Orange County. Unfortunately, it is rare to piggyback off anything these days. Discussion ensued on contacting the City of Edgewood and the City of Oakland on options.

11. Mayor’s Report

Mayor Fouraker said some residents asked about the City’s Lobbyists and that they had not updated the Council after the executive session. With the new Council members on the Council, he would like to consider reviewing the contract and putting it out for RFP this year. Mayor Fouraker spoke of an issue with the Lobbyist company and was surprised that the firm did not inform the Council of the policies they put in place to avoid a reoccurrence.

12. Items from Council

- Vice Mayor Carson spoke about the dead fish and asked if an RFP would be sent out for the aerator. Mr. Price said the purchase of the aerator does not require an RFP; 3 quotes have been submitted, and we are awaiting delivery.
- Comm Bobrowski shared her concerns about the two cases presented earlier today. Can the Council review the concerns and place a stop work order before it becomes a larger issue? Mr. Rudometkin said the staff is researching the concerns.
- Comm Vertolli reported clearing the land on Hoffner Avenue and found that they are building 346 luxury apartments.
- Comm Smith gave a brief on the PRM conference he attended and shared the discussion had on lobbyists and DEP Grants. He further noted that he would like to start discussions on the millage rate. Mr. Rudometkin noted that a discussion on the millage is on the agenda at the next budget committee meeting.

Comm Smith said he would like the Council to consider adding the two public concerns in Public Comment as an agenda item to ensure the city follows the correct process for these specific projects. The council discussed the benefit/or not of opening a discussion on two approved projects and how they meet State Statutes or considered whether something was missed in the code during the review.

Comm Bobrowski said it appears that the ball was dropped, and this is the only forum the residents have where we can discuss these issues and have their say.

Mr. Rudometkin said he does not believe the ball was dropped. He does not place items like this on the agenda because they usually take care of themselves with a code enforcement issue or through a civil matter, not for the council to opine on and approve. However, there is a mechanism

for residents to come before the Council, and if there is a consensus from the Council to add it to the agenda, he will add it.

Attorney Langley said if the Council would like to add to the agenda, he would recommend a motion and a second for approval. It may be helpful to explain what will be discussed on the agenda so that the concern does not become a litigating issue.

Comm Partin said he would not like to be in a position to make a judgment call. He said if a resident has a concern, it would be best to make an appointment with staff or a commissioner instead of having it in an open forum and asking the Council to decide on a one-sided discussion; the Council will then need to provide the other side the opportunity to speak. He recommended extending Public Comment to 10 minutes and allowing the resident to make their presentation.

After the discussion, Mayor Fouraker objected and added that he was in the middle of litigation and was uncomfortable with it. He asked the Vice Mayor to close out the meeting.

13. Adjournment

There being no further discussion, Vice Mayor Carson made a motion to adjourn, which was unanimously approved at 8:20 p.m.



Sheriff John W. Min b.

ORANGE COUNTY SHERIFF'S OFFICE

July 1, 2024

Chief Travis Grimm
Chief of Police
Belle Isle Police Department
1521 Nela Avenue
Belle Isle, FL 32809

Dear Chief Grimm:

Enclosed please find an original copy of the Mutual Aid Agreement between our agencies, which is up for renewal.

Please review and execute the agreement in accordance with your agency's procedures. Once signed, please return the original to me via e-mail. Once Sheriff Mina signs the agreement, we will return a fully executed copy to you and file the agreement with the Florida Department of Law Enforcement in accordance with state law.

If there are any questions regarding this matter, please feel free to contact me. Thanks for your consideration.

Sincerely,

/s/ Selina Edwards

Selina Edwards
Legal Service Coordinator
P.O. Box 1440
Orlando, FL 32802
Selina.Edwards@ocsofl.com

Enclosures



**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
JULY __, 2024 thru DECEMBER 31, 2028**

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 (“OCSO”), 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 outside of their jurisdiction is empowered under this Agreement to take law enforcement action to conduct or assist an investigation related to Driving Under the Influence (“DUI”), including enforcement of sections 316.193 through 316.1934, Florida Statutes, or crimes ancillary thereto the OCSO DUI Facility

J. A City police officer outside of their jurisdiction is empowered under this Agreement to take law enforcement action to continue an investigation of a crime which began in their jurisdiction anywhere within Orange County for the purpose of:

1. Transporting a subject directly from the originating jurisdiction to the OCSO DUI Facility, or the Orange County Jail.
2. Booking a subject into the Orange County Jail, or any other matter that occurs at the Orange County Jail ancillary to the transportation, search, and booking of a subject who was arrested in the transporting City’s jurisdiction
3. Interviewing witnesses, victims, or suspects.
4. Collection of evidence, except pursuant to a search or seizure warrant.

The Parties recognize that the above referenced activities may not constitute law enforcement action and operational assistance is only requested to the extent required by law.

K. 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.

L. Except as specifically authorized in Section III(H, I, and J) 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, 2028. 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:_____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2024.

General Counsel

BELLE ISLE POLICE DEPARTMENT

Travis Grimm
Chief of Police

Date: _____

APPROVED:
BELLE ISLE, FLORIDA

ATTEST: _____

City Clerk

Nicholas Fouraker
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF BELLE ISLE, FLORIDA, AT A
MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF BELLE ISLE, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2024.

City Attorney

RESOLUTION NO. 2024-08

**A RESOLUTION ADOPTING A PROCLAMATION POLICY FOR REQUESTING
CEREMONIAL DOCUMENTS FROM THE CITY OF BELLE ISLE**

WHEREAS, proclamations and letters from the mayor are an opportunity for the City Council to recognize and celebrate the extraordinary achievements of Belle Isle citizens and non-profit organizations, honor occasions of importance and significance, and increase public awareness of issues to improve the well-being of the people of this City; and

WHEREAS, the City of Belle Isle will consider a request for a proclamation, letter, or certificate of appreciation, appreciation or commendation from any group or individual, as long as the request has a significant connection to the City and its adopted goals and policies and/or promotes activities taking place in the City of Belle Isle; and

WHEREAS, proclamations are not statements of policy but a manner in which the City can recognize an event (e.g., Red Ribbon Week).

WHEREAS, as part of his/her ceremonial responsibilities, the Mayor is charged with administrating and issuing proclamations.

WHEREAS, the Belle Isle City Council has reviewed this matter during a regularly called public meeting of said Council, has given said matter careful review and consideration, and finds that passage of this resolution and the Policy known as Exhibit A is an appropriate function for the city and that the best interests of the City of Belle Isle will be served by the passage of this resolution,

NOW THEREFORE, the City Council of the City of Belle Isle resolves as follows:

Section 1: The Belle Isle City Council hereby adopts the following policies governing requests for the issuance of City of Belle Isle proclamations:

- A. Requests should be submitted to the City Clerk's office at least thirty (30) days before the due date. The City Clerk will email the draft proclamation to the Mayor to determine if there are any objections.

- 1 B. The Mayor may accept requests from residents not meeting the 30-day requirement on a case-
- 2 by-case basis.
- 3 C. All requests should clearly include the name, address, and telephone number of the person(s)
- 4 making the request and the name of the person(s) accepting the proclamation at the Council
- 5 meeting. If no one is present to accept the proclamation personally, the reading of the
- 6 proclamation at the meeting will be dispensed with, and it will be mailed to the requestor or
- 7 designee.
- 8 D. Requests shall include draft proclamation language and background information about the local
- 9 event, exceptional person(s), non-profit organization, or occasions of importance.
- 10 E. Renewal requests will be considered on a case-by-case basis.
- 11 F. Requests for out-of-city events or for-profit causes will be denied.
- 12 G. National or International groups requesting proclamations must have an in-city sponsor.
- 13 H. Submission of a request does not guarantee issuance of a proclamation. Letters from the Mayor
- 14 or other forms of recognition may be issued when a proclamation request does not meet the
- 15 guidelines.

16 Section 4. Effective Date. This Resolution shall take effect upon its adoption.

17 Section 5. Conflicts. This Resolution shall supersede and replace any conflicting resolutions to the
 18 extent of the conflict.

19 Adopted by the City Council on this 6 day of August 2024.

20 _____
 21 NICHOLAS FOURAKER, MAYOR

22 Attest: _____
 23 Yolanda Quiceno, CMC-City Clerk

24 _____
 25 Approved as to form and legality - City Attorney

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, YOLANDA QUICENO, CITY CLERK OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing
4 Resolution 24-08 was duly and legally passed and adopted by the Belle Isle City Council in session
5 assembled. At this session, a quorum of its members was present on the _____ day of August 2024.

6

7 _____

8 Yolanda Quiceno, City Clerk

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Exhibit A

Ceremonial Documents Policy and Application

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT A

RESOLUTION NO. 2024-08: A RESOLUTION ADOPTING A PROCLAMATION POLICY FOR REQUESTING

CEREMONIAL DOCUMENTS REQUESTS

The City of Belle Isle considers a request for a proclamation, letter or certificate of appreciation, or resolution of appreciation or commendation from any group or individual as long as the request is significant to the City and its adopted goals and policies and/or promotes activities taking place in the City of Belle Isle. Examples of ceremonial documents are as follows:

Letters From the Mayor

Information required: Requestors should indicate the title or nature of the event, the specific date, a brief history of the organization or a biographical outline of the person, and any other pertinent information, including an address for the letter.

Letters of Welcome for:

- New businesses
- Conferences, conventions or seminars
- Sporting events
- New residents
- Dignitaries
- Prominent individuals

Letters of Congratulations or Celebration for:

- Professional or community celebrations
- Special events sponsored by community partners
- Significant birthdays or marriage anniversaries

Letters of Appreciation for:

- Monetary donations, In-kind contributions
- Cultural contributions, Volunteer Efforts

Mayoral Proclamations

Ceremonial proclamations are often requested of the City to recognize an event or individual. Proclamations are not statements of policy but a manner in which the City can make special recognition of an event (e.g., Red Ribbon Week). As part of his/her ceremonial responsibilities, the Mayor is charged with administrating and issuing proclamations. Individual Councilmembers do not issue proclamations. Information required: A brief

history of the organization or a description of the purpose, goals, motto, or theme of the event is required to complete the proclamation. If funds are to be raised, who will benefit from the event, and what will occur during the celebration, including dates/times?

Proclamations for:

- Celebration of Civic and City residents
- Resident Birthday milestones (i.e.centenary)
- Organizations contributing to the economic development of the City
- Issues with widespread community interest (with a primary emphasis on requests in support of the stated goals and policies of the City Council)
- Significant community-based events
- Significant anniversaries of City of Belle Isle-based institutions, corporations, community partners, and non-profit organizations
- Fundraisers benefiting the citizens of Belle Isle

Resolutions of the City Council

Information required: A summary of the achievement or an overview of the years of service or specific contribution to the community. For donations, contributions, or volunteer efforts, the name of the specific event or project, the amount raised or donated, and the number of volunteer hours, including the names of individuals or groups participating in the event.

Resolutions of Appreciation for:

- Monetary donations, In-kind contributions
- Cultural contributions, Volunteer Efforts

Resolutions of Commendation for:

- Heroism
- Eagle Scout achievement
- School or sports group achievements
- Non-profit corporations
- Retirements
- Individuals or groups who have made significant contributions to the community
- Long-term employees (10 years or more) separating service who have made significant contributions during their employment with the City of Belle Isle.

REQUEST & APPROVAL OF CEREMONIAL DOCUMENT

How to Request a Ceremonial Document

Submit a written request for the Mayor's attention on the standard application. The request will be administered by the City Manager's Office and the City Clerk's Department and approved by the Mayor. Submitting a draft of the desired document will often expedite the process. You may submit your request via email, fax, or mail to the City Clerk's Office.

About the Approval Process

All requests will undergo an internal review and approval process. The Office of the City Manager will review resolution requests and place them on the City Council agenda. If approved, the City Clerk will prepare them for the signatures.

The Mayor and the City Manager's Office reserve the right to determine the type of document to be issued based on the information provided by the requesting individual and/or organization. In some instances, the request to be placed on an agenda will be denied. When this happens, the requesting party is notified. It is advised that they can make the request before the City Council under the Citizens Comments portion of the agenda.

Ceremonial Documents Request Form

- Type of request: Letter from the Mayor, Mayoral Proclamation or Resolution
Please provide a brief history of the organization or a biographical outline of the person and any other pertinent information, including an address for the letter.
- Title or nature of event
- Date of event:
- Requesting party:
- Name of organization:
- Contact:
- Address, City, State:
- Phone:
- Email address:
- I would like to receive my ceremonial documents: Select,
 - Mail it to me
 - Call for pick-up
 - If a resolution is presented at the city council meeting

The City of Belle Isle will consider a request for a proclamation, letter or certificate of appreciation, or resolution of appreciation or commendation from any group or individual if the request has a significant connection to the City and its adopted goals and policies and/or promotes activities taking place in the City of Belle Isle. All requests go through an internal review process. Submitting a draft or background information will expedite the process. Documents will remain with the City Clerk's department for thirty (30) days. After thirty (30) days, the document will be destroyed.

ORDINANCE NO. 24-02

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 54, "LAND DEVELOPMENT CODE, " ARTICLE III, "ZONING CLASSIFICATIONS," TO CREATE A NEW SECTION 54-85 "GENERAL PROVISIONS FOR LIVE LOCAL ACT DEVELOPMENTS," TO PROVIDE DEFINITIONS AND SUBMITTAL AND REPORTING REQUIREMENT AND OTHER PROVISIONS FOR CERTIFICATION AND IMPLEMENTATION OF DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Belle Isle deems it necessary for the general welfare of the City to amend the City of Belle Isle Land Development Code as set forth in this Ordinance in order to provide certification standards and implementation criteria for development proposed in conformance with the Live Local Act of Florida Statutes;

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Belle Isle, Florida;

WHEREAS, the City Council hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Belle Isle, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 54 "Land Development Code," Article III, "Zoning Classifications" of the Belle Isle Code of Ordinances, is hereby amended to create a new Section 54-85 "General provisions for a Live Local Act development," as

1 shown below (underlined language are additions; ~~stricken through~~ language are
2 deletions; subsections not included are not being modified):

3 **Sec. 54-85. General provisions for a Live Local Act development.**

4 a. General provisions for development proposed in conformance with the Live
5 Local Act of Florida Statutes.

6 b. Definitions. For the purposes of this subsection, the following
7 definitions are provided for terminology not defined in Florida Statutes
8 with respect to implementation consistent with the Belle Isle Land
9 Development Code:

10 • Allowed as used in Fla Stat. 166.0415 shall mean as allowed under the
11 provisions of the city land development code at the time of a proposal
12 is submitted for development subject to Fla Stat. 166.0415 and shall
13 not mean as allowed historically back in time previous to the present.
14 It shall also mean allowed by right pursuant to the applicable zoning
15 district and shall not include as may potentially be allowed via any
16 bonus density provision or any non-conforming use or structure.

17 • Commercial, as used in Fla. Stat. 166.0415, shall mean only the city's
18 commercial zoning districts, which are the properties zoned C-1, C-2,
19 C-3, ~~I-2~~, PUB, PD, and OS, and no other zoning district.

20 • Height within one mile as used in Fla Stat. 166.0415 shall mean one
21 mile as can be traveled by human beings along the public streets of
22 the city within the normal permitted lanes of travel from the center
23 point of the proposed development site and shall not mean a straight-
24 line distance as a bird might be able to travel.

25

- 1 • Highest allowed density as used in Fla Stat. 166.0415 shall mean, in
2 the context of Belle Isle, 10 units per acre, as this is the highest
3 residential density currently allowed.
- 4 • Highest currently allowed height as used in Fla Stat. 166.0415 shall
5 only mean such height allowed by right within the municipality and not
6 heights allowed if such height would require conditional use approval
7 under the city land development code based upon the size in square
8 footage of the project proposed project under the Live Local Act.
- 9 • Industrial, as used in Fla Stat 166.0415, shall mean only the
10 industrial ~~I-1~~ I-2 zoning district of the city and no other industrial
11 zoning district.
- 12 • Mixed Use as used in Fla Sta. 166.0415 shall not apply in the City, as
13 no mixed use zoning district exists within the city.

14 c. Process for Approval. The approval process for a qualifying development
15 located within an eligible zoning district shall include payment of a
16 fee, and if the application is not made by the owner of record, then a
17 contract or agreement to purchase (that permits black-out of the financial
18 purchase details) but is clear as to dates of effectiveness and due diligence
19 periods, an application on a form provided by the city, site
20 development plans, and affidavit of commitment to City of Belle Isle's
21 Affordable Housing standards for income qualification, monitoring,
22 and inspection during the full minimum 30 years of operation including
23 acknowledgment of the auditing requirements for eligibility of all
24 tenants living within the designated affordable housing units in order
25

1 to establish compliance with the provisions of the Live Local Act and
 2 penalties for non-compliance as further outlined below. Upon
 3 application, the city shall complete a sufficiency review of the
 4 materials submitted and provide a response that the application is
 5 complete or specifically what items are still required at a date sixty
 6 (60) days after submittal. The applicant shall then provide the items
 7 that are required for the sufficiency review which shall then begin
 8 another sufficiency review period that shall be completed at a date
 9 sixty (60) days following re-submittal and so on until a complete
 10 application is provided. A contract to purchase must be in full force
 11 and effect during the sufficiency and review periods established within
 12 this Section. If any due diligence period or other contract matter
 13 expires within such time periods, then the city shall not begin or
 14 complete the sufficiency review or application review.

15 d. Minimum Requirements. The minimum requirements for certification of
 16 compliance with the Live Local Act are as follows:

17 Site Development Plan, which includes the following:

- 18 1. Scale, date, and north arrow.
- 19 2. Legal Description of the property.
- 20 3. Site Data Table including gross square footage of the site and
 21 project, total impervious coverage and principal setbacks.
- 22 4. Dimensioned location, size, height and use of all proposed
 23 structures.

24
 25

- 1 5. Project units, number of affordable units per area median income,
- 2 and affordability period.
- 3 6. Label uses of adjacent parcels.
- 4 7. Location, dimension and method of buffering from adjacent uses.
- 5 8. Location and method of screening of refuse stations, storage areas
- 6 and off-street parking and loading areas.
- 7 9. Method of stormwater retention.
- 8 10. Location, size and total amount of greenspace.
- 9 11. Tree table with tree retention and applicable mitigation.
- 10 12. The location, width, pavement type, right-of-way name and other
- 11 related appurtenances of all public rights-of-way adjoining,
- 12 traversing or proximate to the site.
- 13 13. Location and dimensions of proposed project ingress/egress,
- 14 parking and service areas, including typical parking space
- 15 dimensions.
- 16 14. Vehicle Use Area buffering adjacent to rights of way.
- 17 15. Southern Florida Building Code definitions for types of
- 18 construction proposed and existing.
- 19 16. Proposed means of vehicular and pedestrian access from the
- 20 site(s) within the development to adjacent streets and/or alleys,
- 21 showing all existing and proposed curb cuts and sidewalks.
- 22 17. Building Elevations (4-sided) for each proposed building.
- 23 18. Commitment to complete a transportation study prior to issuance of
- 24 the building permit.

25

- 1 19. Any other information required under the specific site plan
2 districts pertaining to this article or which may be required,
3 when commensurate with the intent and purpose of this Code, by
4 city reviewing staff.

- 5 20. An affidavit confirming a 30-year commitment to provide affordable
6 housing and monetary cap on all rent charges including any and all
7 other fees as may be assessed to the occupants of units deemed to
8 be affordable, such that all rents and fees shall not exceed 30% of
9 the gross revenue of all occupants of affordable units; affidavit
10 attesting to agreement and acceptance as to the annual audit
11 requirements by a certified public accounting firm attesting to
12 satisfaction of the such income and total rental fees and affidavit
13 attesting to agreement and understanding that violations of such
14 commitments shall be subject to a fine of no less than \$5,000.00
15 per day for each violation determined by the annual audit and for
16 each day the annual audit is not received by the city after March
17 1st of every year and affidavit agreement that any such fines shall
18 constitute a lien on said property if not paid to the city within
19 60 days of receipt of the audit by the city by March 1st of every
20 year and agreement to reimburse the city for any legal expenses in
21 the enforcement of these provisions.

- 22 21. A statement indicating the petitioners' commitment to comply with
23 specific chapters of the City Code applicable to the project
24
25

1 (i.e., tree and landscaping, fire, etc.) at the time of
2 permitting.

3 22. Compliance with all land development regulations applicable to
4 the zoning district in which the project is proposed, except only
5 as otherwise preempted by the Live Local Act with respect to
6 height.

7 e. Project Narrative. Application shall contain a narrative which
8 demonstrates compliance with section 166.04151(7) (a)- (g), Florida
9 Statutes.

10 f. Affidavit of Commitment and Restrictive Covenants. As a condition of
11 approval and prior to any site or building permits for the project being
12 requested or obtained, the applicant (and the property owner, if
13 different from the applicant) must execute and have recorded in the
14 public records of Orange County, Florida, an Affidavit of Commitment
15 and Restrictive Covenants. Such Affidavit of Commitment and
16 Restrictive Covenants shall (i) have terms acceptable to the city,
17 (ii) run with and be binding upon the land for no less than thirty
18 (30) years from the issuance of a certificate of occupancy for the
19 last principal structure of the project (iii) be enforceable by the
20 city; (iv) detail the affordable housing and project conditions and
21 restrictions required by this section, the Live Local Act and on the
22 approval of the project; (v) provide for monitoring, and compliance
23 requirements; and (vi) provide for the city's enforcement remedies.
24 Mortgage holders will be required to execute and record a

25

1 subordination of their lien interest to such Affidavit of Commitment
2 and Restrictive Covenants prior to or simultaneously with the
3 recording of the Affidavit of Commitment and Restrictive Covenants.
4 The city will provide the monitoring and compliance forms upon
5 submittal of the application, deemed complete and sufficient.

6 g. Equivalent Treatment of all Dwelling Unit Requirements. As a condition of
7 approval prior to any site or building permits for the project being
8 requested or obtained, such project must demonstrate and commit that all
9 affordable dwelling units and market rate dwelling units shall be located
10 within the same structure. All common areas and amenities shall be
11 accessible and available to all residents (both affordable and market-
12 rate dwelling units.) Access to the required affordable dwelling units
13 shall be provided through the same principal entrance(s) utilized by all
14 other dwelling units in the development. In addition, the sizes and
15 number of bedrooms in the affordable dwelling units shall be proportional
16 to the square footage and number of bedrooms in the market rate dwelling
17 units (e.g., for the number of bedrooms, if 25 percent of the market rate
18 dwelling units consist of two bedrooms, then 25 percent of the affordable
19 dwelling units shall also have two bedrooms.

20 h. Agent Authorization. An affidavit with the property owner's notarized
21 authorization.

22 i. Timeframe for Review and Issuance of Approval: Upon receipt of a complete
23 application, the City will complete its review and respond in sixty
24

25

- 1 (60) days from receipt of such materials as required by this
- 2 subsection.
- 3 j. Fee: The fee for a qualifying development will be \$2642.00 plus
- 4 \$111/acre or portion thereof or as otherwise amended within the adopted
- 5 Fee Schedule from time to time by the City Council at public hearing.
- 6 k. Duration of Approval: An approval received through this process shall be
- 7 effective for three (3) months from the approval date. The application
- 8 process and certification of compliance with the Live Local Act shall
- 9 begin again if the city has not issued a building permit within six (6)
- 10 months of approval under this section.

11

12 SECTION 2. CODIFICATION. Section 1 of this Ordinance shall be incorporated

13 into the City of Belle Isle Code of Ordinances.

14 SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs,

15 sentences, clauses, and phrases of this Ordinance are severable, and if any

16 phrase, clause, sentence, paragraph, subsection, section, or division of this

17 Ordinance shall be declared invalid, unconstitutional or unenforceable by the

18 valid judgment or decree of a court of competent jurisdiction, such invalidity,

19 unconstitutionality or unenforceability shall not affect any of the remaining

20 phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of

21 this Ordinance. The City Clerk is given liberal authority to ensure proper

22 codification of this Ordinance, including the right to correct scrivener's errors.

23

24

25

1 SECTION 4. CONFLICTS. In the event of a conflict between this Ordinance and
2 any other City of Belle Isle ordinance, this Ordinance shall control to the extent
3 of such conflict.

4 SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately
5 upon its passage and in accordance with Florida law.

6

7 ADOPTED at a regular meeting of the City Commission of the City of Belle Isle,
8 Florida, held in City Hall, Belle Isle, on this ___ day of ____ 2024.

	YES	NO	ABSENT
10 Frank Vertolli	_____	_____	_____
11 Holly Bobrowski	_____	_____	_____
12 District 3	_____	_____	OPEN
13 Jason Carson	_____	_____	_____
14 Beth Lowell	_____	_____	_____
15 Stan Smith	_____	_____	_____
16 Jim Partin	_____	_____	_____

17

18 ATTEST:	_____	_____
19 Yolanda Quiceno, CMC-City Clerk	Nicholas Fouraker, Mayor	

20

21 _____

22 Approved as to form and legality

23 Daniel W. Langley, City Attorney

24

25

1 STATE OF FLORIDA

2 COUNTY OF ORANGE

3 I, Yolanda Quiceno, City Clerk of the City of Belle Isle do hereby certify that
4 the above and foregoing document ORDINANCE 24-02 was duly and legally passed by
5 the Belle Isle City Council, in session assembled on the _____ day of
6 _____, 2024, at which session a quorum of its members were present.

7

8 _____

9 Yolanda Quiceno, CMC-City Clerk

10

11

12

13

14

15

16

ATTACHMENT A

17

Qualifying Development & Affordable Housing Live Local Act (LLA)

18

Application

19

20

21

22

23

24

25



City of Belle Isle

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

Qualifying Development & Affordable Housing Live Local Act (LLA)

INSTRUCTIONS FOR APPLICATION

This application is provided to apply to a qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida).

PLEASE READ THE INSTRUCTIONS THOROUGHLY. A PRE-APPLICATION MEETING is required before the submittal of an LLA application. A City representative for the Planning Department can be reached at (407) 851-7730 or planner@belleislefl.gov. The Pre-Application Meeting must include the applicant, the City Planner, and the City Manager.

Upon submission of the appropriate building permit, applicants must notify the City of Belle Isle via email at planning@belleislefl.gov, AND yquiceno@belleislefl.gov AND CobiPermits@teamues.com that they are requesting expedited processing and state the statutory basis entitlement for the request under the Live Local Act. Upon review, the city will grant higher priority to process building permits that qualify under the Act.

- The fee for an LLA Project will be \$1,200.00 with a Consultant Deposit of \$5,000.00.

- Minimum Requirements for Application: The complete application, including site plan and tree/topographical/boundary survey.
- Project Narrative, which demonstrates compliance with Section 166.04151(7)(a)-(g), Florida Statutes.
- Owner/Agent Authorization

SITE PLAN REQUIREMENTS

An application for a Qualifying Development (LLA) on any parcel of land requires the submittal of a Site Plan. The Site Plan must be drawn to an engineer's scale with a ratio such as 1" = 10'.

The Live Local request will be evaluated based on compliance per F.S. 166.04151 and the appropriateness of the site plan based on the requirements of Chapters 50 and 54, Article III, and other applicable land development regulations.

All developments will be reviewed for compliance with all applicable City Codes during building permitting.

LLA APPLICATIONS AVAILABLE FOR THE FOLLOWING DISTRICTS

Retail Commercial	(C-1)
General Commercial	(C-2)
Wholesale Commercial	(C-3)
Industrial	(I-2)
PUB	
PD	
OS	

LLA LOCAL IMPLEMENTATION

The staff has completed a land allocation analysis, and commercial, industrial, and mixed-use land uses makeup 12.9% of the City's land area. Thus, any development under the LLA in the City of Belle Isle must be mixed-use in nature, and single-use multi-family rental projects would not qualify for administrative approval under the Act.



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov

Qualifying Development & Affordable Housing – Live Local Act (LLA)

DESIGN AND DEVELOPMENT STANDARDS FOR MULTI-FAMILY DWELLING

Belle Isle's maximum permitted density is 10 du/acre in the Medium Density Residential future land use category pursuant to section 54-76 for Multiple-Family Dwelling Districts R-3. The development standards for R-3 are outlined in section 54-76(D). The R-3 zoning district development standards apply, except for the height restriction. An application submittal must also meet the Impervious Surface Ratio (ISR) requirements for R-3. Parking requirements are contingent upon whether a proposed project is near a transit location, so the City may allow alternatives.

Additionally, section 54-1 (f) stipulates that only one principal building is allowed on a lot.

Per the LLA, all qualifying projects must be administratively approved by City Staff and do not require input and approval from the local Planning and Zoning Board or the City Council.

Information on the Belle Isle Land Development Code can be found online at Library.Municode.Com. The Planning Department can provide assistance accessing the code upon request.



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov

Qualifying Development & Affordable Housing – Live Local Act (LLA)

REQUIRED SITE PLAN INFORMATION

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table including gross square footage of the site and project, total impervious coverage, and principal setbacks.
4. Dimensioned location, size, height, and use of all proposed structures.
5. Project units, number of affordable units per area, median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension, and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street parking and loading areas.
9. Method of stormwater retention.
10. Location, size, and the total amount of green space.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.
19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.
20. An affidavit confirming a 30-year commitment to provide affordable housing and monetary cap on all rent charges including any and all other fees as may be assessed to the occupants of units deemed to be affordable, such that all rents and fees shall not exceed 30% of the gross revenue of all occupants of affordable units; affidavit attesting to agreement and acceptance as to the annual audit requirements by a certified public accounting firm attesting to satisfaction of the such income and total rental fees and affidavit attesting to agreement and understanding that violations of such commitments shall be subject to a fine of no less than \$5,000.00 per day for each violation determined by the annual audit and for each day the annual audit is not received by the city after March 1st of every year and affidavit agreement that any such fines shall constitute a lien on said property if not paid to the city within 60 days of receipt of the audit by the city by March 1st of every year and agreement to reimburse the city for any legal expenses in the enforcement of these provisions.
21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.
22. Compliance with all land development regulations applicable to the zoning district in which the project is proposed, except only as otherwise preempted by the Live Local Act with respect to height.



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov

a.

REQUIRED GENERAL INFORMATION

- a. Project Narrative. The application shall contain a narrative that demonstrates compliance with section 166.04151(7)(a)- (g), Florida Statutes.
- b. Orange Avenue Overlay District (OAO). Projects within the Orange Avenue Overlay District must meet the applicable architectural requirements of the OAO and will be subject to review by Orange Avenue Overlay Appearance Review Advisory Board. The City may deny a project that receives a recommendation of denial or fails to meet the conditions of a recommendation for approval from the Orange Avenue Overlay Appearance Review Advisory Board.
- c. Affidavit of Commitment and Restrictive Covenants. As a condition of approval and prior to any site or building permits for the project being requested or obtained, the applicant (and the property owner, if different from the applicant) must execute and have recorded in the public records of Orange County, Florida, an Affidavit of Commitment and Restrictive Covenants. Such Affidavit of Commitment and Restrictive Covenants shall (i) have terms acceptable to the city, (ii) run with and be binding upon the land for no less than thirty (30) years from the issuance of a certificate of occupancy for the last principal structure of the project (iii) be enforceable by the city; (iv) detail the affordable housing and project conditions and restrictions required by this section, the Live Local Act and on the approval of the project; (v) provide for monitoring, and compliance requirements; and (vi) provide for the city's enforcement remedies. Mortgage holders will be required to execute and record a subordination of their lien interest to such Affidavit of Commitment and Restrictive Covenants prior to or simultaneously with the recording of the Affidavit of Commitment and Restrictive Covenants. The city will provide the monitoring and compliance forms upon submittal of the application, deemed complete and sufficient.
- d. Equivalent Treatment of all Dwelling Unit Requirements. As a condition of approval prior to any site or building permits for the project being requested or obtained, such project must demonstrate and commit that all affordable dwelling units and market rate dwelling units shall be located within the same structure. all common areas and amenities shall be accessible and available to all residents (both affordable and market-rate dwelling units). access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development. in addition, the sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., for the number of bedrooms, if 25 percent of the market rate dwelling units consist of two bedrooms, then 25 percent of the affordable dwelling units shall also have two bedrooms.
- e. Agent Authorization. An affidavit with the property owner's notarized authorization.
- f. Timeframe for Review and Issuance of Approval: Upon receipt of a complete application, the city will complete its review and respond in sixty (60) days from receipt of such materials as required by this subsection.
- g. Fee: The fee for a qualifying development will be \$2642.00 plus \$111/acre or portion thereof or as otherwise amended within the adopted Fee Schedule from time to time by the City Commission at public hearing.
- h. Duration of Approval: An approval received through this process shall be effective for three (3) months from the approval date. The application process and certification of compliance with the Live Local Act shall begin again if the city has not issued a building permit within six (6) months of approval under this section.



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov

a.

PROPOSED IMPROVEMENTS ON EXISTING SITE (CONCEPTUAL PLAN)

- Name, location, and width of existing street and alley rights-of-way adjacent to the site.
- Width of existing pavement on all streets and alleys adjacent to the site.
- Location, width, and type of all easements adjacent to the site.
- Clearly show the property boundaries of the parcel(s) involved in the special use.
- Location, size, height, and use of all proposed additions and/or new buildings.
- Existing and proposed building setbacks.
- The location and dimensions of existing and proposed driveways and parking areas include typical parking spaces.
- Existing and proposed parking lot landscaping.
- Approximate location and size of significant natural features such as trees, lakes, etc.
- Existing and proposed buffering from adjacent uses. Show the conceptual layout of the proposed retention system.

Folio #:	Multi-family greenspace provided:
Property Address:	Multi-family greenspace required:
Property Area SF:	Parking Required:
Future Land Use:	Parking Provided:
Existing Zoning District:	Maximum number of proposed dwelling units:
Proposed Use:	VUA:
Building Setbacks: north, south, west, and east.	VUA greenspace required:
Max. Building Height:	VUA greenspace provided:
Total Building Area:	

Property Owner's Information

Applicant's Information



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809
Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov
Qualifying Development & Affordable Housing – Live Local Act (LLA)

Name(s): _____

Name(s): _____

Address: _____

Address: _____

City: _____

City: _____

State: _____ Zip Code: _____

State: _____ Zip Code: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

Contact for all related Correspondence (if different than the applicant):

Name(s): _____

Address: _____ City: _____ State: _____ Zip Code: _____.

Phone Number: _____ Email: _____

Application Certification

Application/site plan is sufficient: _____

Affordable Housing Requirement of the LLA met? Yes ___ No ___ Percentage of Affordable Housing _____

If a mixed-use development, the percentage of square feet dedicated to affordable housing _____ and the percentage of square feet dedicated to non-residential development _____.

Is the legal description correct and complete? Yes ___ No ___

Name: _____ Date: _____



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809
Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov
Qualifying Development & Affordable Housing – Live Local Act (LLA)

Multiple authorizations may be necessary if there is more than one property owner.

APPLICATION/RECORD NUMBER: _____

PROPERTY (LOCATION) ADDRESS(ES): _____

FOLIO NUMBER(S): _____

“That I am (we are) the owner(s) and record title holder(s) of the property noted herein”

Property Owner’s Name(s): _____

** “That this property constitutes the subject of an application for LIVE LOCAL ACT (LLA) (qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida)”.*

I, THE UNDERSIGNED OWNER, HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE AND HEREBY AUTHORIZE AND ALLOW REPRESENTATIVES OF THE CITY TO ACCESS THE PROPERTY UNDERGOING REVIEW FOR THE ABOVE-REFERENCED REQUEST. IF MY PROPERTY IS GATED, I WILL PROVIDE ACCESS TO THE PROPERTY UPON REQUEST FROM THE CITY. I ALSO CONSENT TO THE POSTING OF A SIGN ON MY PROPERTY IF THERE IS A THIRD-PARTY SUBMITTAL OF A PETITION FOR REVIEW.

"That this affidavit has been executed to induce the City of Belle Isle, Florida, to consider and act on the above-described application and that the undersigned has(have) appointed and does(do) appoint the agent(s) stated herein as his/her(their) agent(s) solely to execute any application(s) or other documentation necessary to affect such application(s)" (if applicable).

AGENT’S/FIRM NAME: _____

The undersigned authorizes the above agent/ firm (s) to represent me (us) and act as my (our) agent(s) at any public hearing on this matter (if applicable).

The undersigned authorizes the above agent(s) to agree to any conditions necessary to effectuate this application. Both owner and agent must sign and have their names notarized.



City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov

Qualifying Development & Affordable Housing – Live Local Act (LLA)

<p>STATE of FLORIDA</p> <p>COUNTY of _____</p> <p>Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this ____ day of, 202____, by _____</p> <p>_____</p> <p>Printed Name (Owner) Signature</p> <p>_____</p> <p>Signature and Stamp of Notary Public</p> <p>Personally known or produced identification: Type of identification _____</p>	<p>STATE of FLORIDA</p> <p>COUNTY of _____</p> <p>Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this ____ day of, 202____, by _____</p> <p>_____</p> <p>Printed Name (Owner) Signature</p> <p>_____</p> <p>Signature and Stamp of Notary Public</p> <p>Personally known or produced identification: Type of identification _____</p>
---	---

**LEGAL DESCRIPTION (USE SEPARATE SHEET IF NEEDED)
MUST BE TYPED – DO NOT ABBREVIATE**

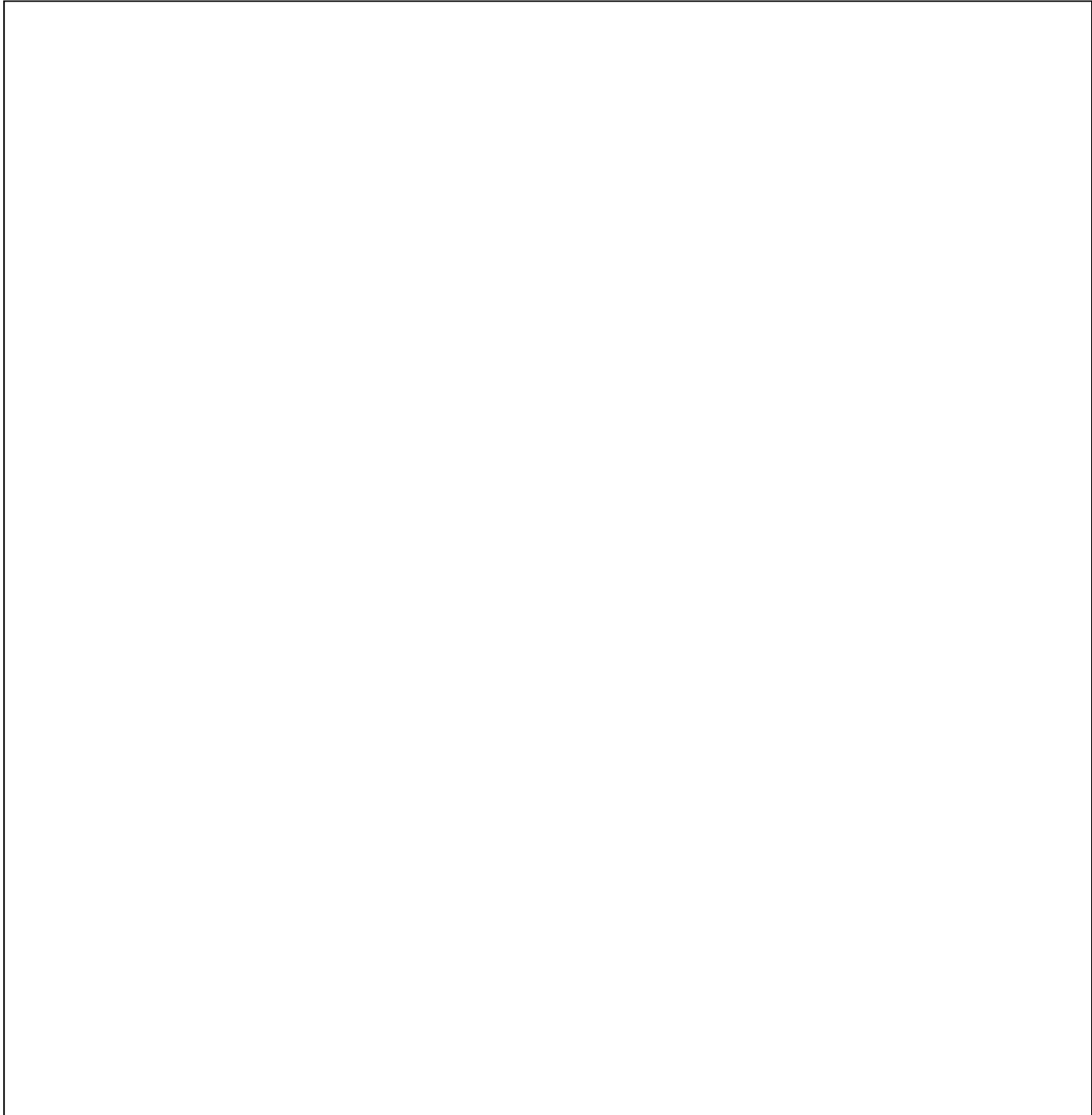


City of Belle Isle

1600 Nela Avenue, Belle Isle, FL 32809

Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov

Qualifying Development & Affordable Housing – Live Local Act (LLA)



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

b.

Meeting Date: July 16, 2024
To: Honorable Mayor and City Council Members
From: Yolanda Quiceno, City Clerk
Subject: Sponsorship for CCA Ad Football Program

Background:

Avery Downy, a cheerleader at CCA, requests Council consideration to sponsor an Ad for their event program. Sponsorship fees range from \$45 to \$200. The Council currently has \$1,400 available for sponsorships for 2023-2024.

Staff Recommendation: Council discussion.

Suggested Motion: I move that we allocate \$---- to sponsor the CCA program and place a (size of ad).

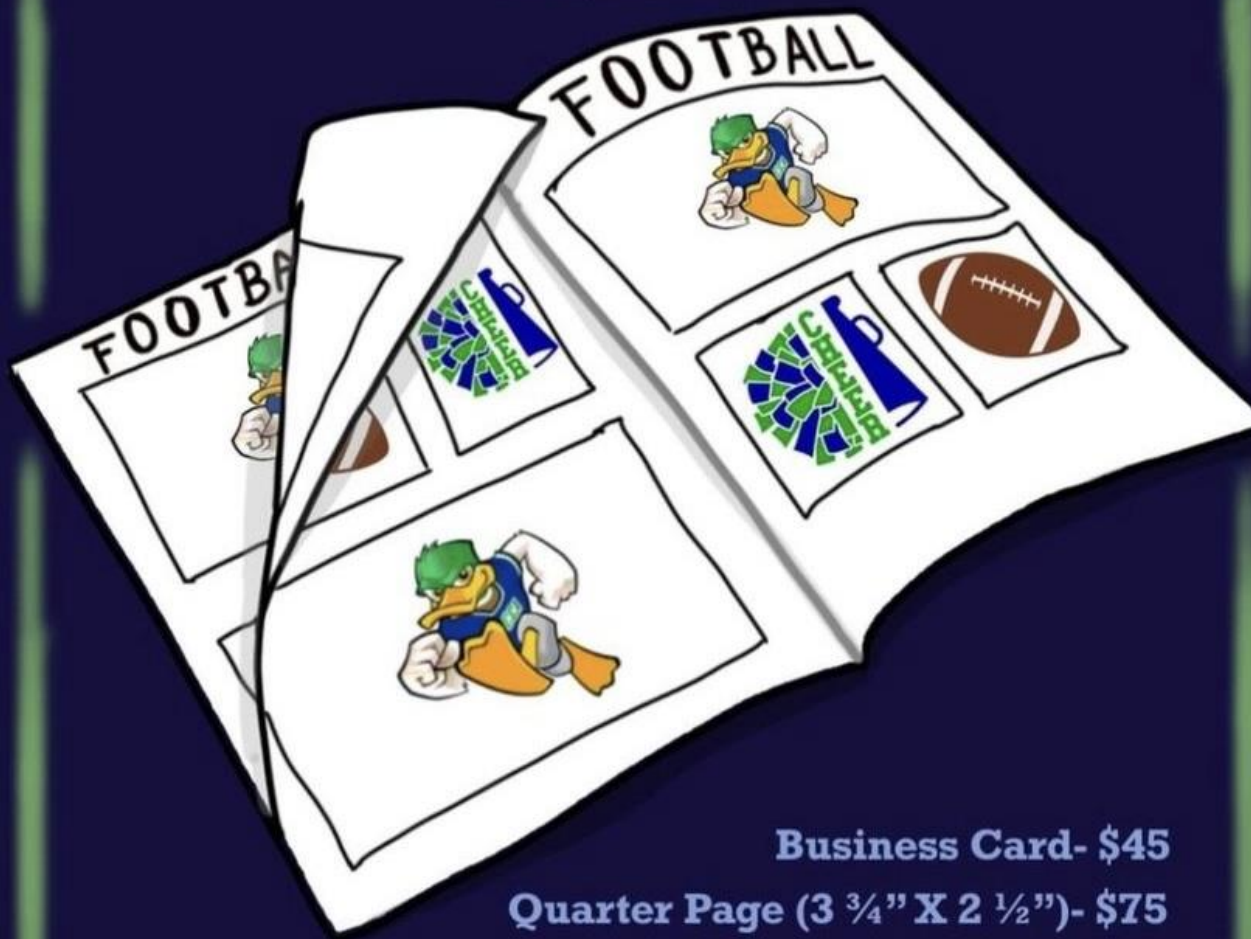
Alternatives: Do not approve.

Fiscal Impact: Cost of Ad

Attachments: Flyer

Are you looking to promote your business or shout-out your student?

Purchase an ad in the new football programs from the CCA cheerleaders!



Business Card- \$45

Quarter Page (3 3/4" X 2 1/2")- \$75

Half Page (7 1/2" X 5")- \$100

Full Page (7 1/2" X 10")- \$200

Last day to pay for an ad is July 7th
Check only as payment

Email:

cbradford@cornerstonecharter

EXHIBIT A – SAMPLE DONATION ACCEPTANCE AGREEMENT



DONATION ACCEPTANCE AGREEMENT

This Donation Acceptance Agreement (the “Agreement”) is made this ___ day of _____, 2019 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the “City”), and Holly Borrowski, whose mailing address is 2400 HOFFNER AVE (the “Donor”). The parties hereby agree as follows:

1. **Donation.** Donor wishes to donate certain property or funds to the City, described as follows: 50 CASES (600 BOTTLES) WHITE WINE (the “Donation Property”). To the extent that the Donation is non-monetary, Donor’s estimate of its current value is: \$ 7,800.⁰⁰.

2. **Intended Use.** It is the intent of the parties that the Donation Property be used by the City for the following purpose: CENTENNIAL EVENT, DONOR APPRECIATION, MISC. EVENTS (the “Intended Use”). Donor acknowledges that the City’s use of the Donation Property for the Intended Use may be contingent upon various factors including but not limited to budgeted funds, continuation of certain City programs or facilities, City plans, and other matters. The City’s failure to use the Donation Property for the Intended Use for any reason shall not constitute a breach of this Agreement nor entitle Donor to return of the Donation Property.

3. **Acceptance and Delivery.** Upon execution of this Agreement by both parties (the “Effective Date”), the City hereby accepts and the Donor relinquishes all claims to and rights in the Donation Property. Donor shall take any and all additional actions necessary to deliver the Donation Property to the City, to relinquish any of Donor’s claims and rights in the Donation Property, and to transfer ownership of the Donation Property to the City.

4. **Donor’s Representations.** Donor hereby represents and warrants that Donor is the lawful owner of the Donation Property with full authority to donate the Donation Property to the City as provided in this Agreement. Donor further represents and warrants that all statements and assertions made by Donor to the City in this Agreement and otherwise in relation to the Donation Property are true and accurate to the best of Donor’s knowledge.

5. **Indemnification.** Donor hereby indemnifies and holds harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney’s fees for trials and appeals, claimed or asserted by or on behalf of any person who is the actual owner or co-owner of the Donation Property at the time this Agreement is executed. This paragraph shall survive termination, expiration, and completion of this Agreement.

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

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

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

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

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

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

CITY OF BELLE ISLE



Signature

Rick Rudometkin

Print Name

CITY MANAGER

Position

6/20/24

Date

DONOR: Holly Bobrowski



Signature

Holly B Bobrowski

Print Name

RESIDENT

Position/Title (If Donor is an entity)

6-20-2024

Date

EXHIBIT B – SAMPLE DONATION RECEIPT



City of Belle Isle Donation Receipt

This is to confirm that on 6-20-2024 [insert date] the City of Belle Isle received from

Holly B. Borzowski - 240 Hoffner Ave Belle Isle, FL [insert donor name and address]:

a monetary contribution of \$ _____

a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

600 BOTTLES (50 CASES) WHITE WINE

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

The city sincerely appreciates your donation.

Rick J Rudometkin
City Manager
City of Belle Isle

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

e.

Meeting Date: July 16, 2024
To: Honorable Mayor and City Council Members
From: Rick Rudometkin, City Manager
Subject: Maximum Millage Levy Calculation Preliminary Disclosure

Background: The City is required to submit the Maximum Millage Levy Calculation Preliminary Disclosure form, Florida Department of Revenue Form DR-420MM-P, to the Orange County Property Appraiser by noon on August 2, 2024. This form calculates the maximum tax levy allowed under Florida Statutes and requires the City to set a proposed millage rate. The City cannot adopt a final millage rate higher than the proposed one without restarting the process and mailing each taxpayer a revised Notice of Proposed Property Taxes.

At the July 12th meeting, the Budget Committee recommends setting the millage at 4.4018 – no change.

Staff Recommendation: Set a meeting date before the August 2, 2024, requirement.

Suggested Motion: I move to schedule a special called session on _____ to set the maximum millage rate.

Fiscal Impact: Cannot be determined until the rate is set.

Attachments: N/A

City Manager work plan list:

- Annexation of the Publix Commercial area:

Met with representatives of Brixmor for the annexation of the Publix commercial area into the city of Belle Isle. They are interested in being part of our city. They would like certain things to be guaranteed to them in making this move. We are putting together a proposal to discuss with them and then this will be brought to council for a workshop discussion.

- FY 2024-2025 Budget:

Next year's budget is moving forward. The final draft was discussed with the budget committee on July 12. A millage increase is needed to continue critical services.

- City Hall renovation:

We are currently using ARPA funds to renovate our current City Hall/Police. The old landscaping has been removed and the buildings are being painted on the outside. We still need inside painting, lighting, updates, and new landscaping.

- Property Acquisition/Municipal Complex

The council approved moving forward with an environmental study for the 20.5-acre property on Conway and Judge for a possible location for the Municipal complex. The council also wants to look at a concept plan/rendering and cost for building a new Muni complex on the current city hall site.

- Comp Plan Update:

RVi is moving the Comp Plan forward. At the next couple of P&Z meetings, they will ask for action on various elements to be approved. All the elements will then come to the council in August for a hearing and then approval to move forward with transmitting all this to the state.

- Centennial Celebration:

Our end-of-year Centennial Celebration will be October 19th, 2024, from 4 pm to 10 pm. We are looking to have a "street fair" type of gathering over at CCA on the streets and parking area. A formal request to use the areas around CCA has been made. More information to follow.

- Stormwater Grant:

Latest: Our stormwater project of \$750k was vetoed this year. The state water projects list was completely wiped out with applicants being directed to other grant programs. We are working with our lobbyist on this new way to apply for funding.

- Purchasing Policy

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

- Disaster Debris Management Sites:

We have submitted our pre-authorization requests for the disaster debris management site(s) DDMS for the upcoming 2024 hurricane season. Waiting for a response.

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

This is to develop a local mitigation strategy and to see how it works with our comp plan to address flood scenarios. We have submitted the FFATA form, SLFRF form, agreement contact form and the grant work plan. This grant is funded at \$80k for the City of Belle Isle including a \$35k match.

- Judge/Daetwyler Dr. Transportation Grant:

There is a \$745,000 no match grant from Congressman Soto’s office coming for street improvements to improve and create a multi-use path(s) for golf carts, pedestrians and bicyclists. This is a funding request for the FY24 appropriations package. Maintenance, detour, and safety upgrades in the form of crosswalks have been made in preparation for the funding.

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

We have one going on since 2021 that we are trying to close out. There is another for SOL Ave. There are 2 small drainage project grants as well. I am working to provide information and update quarterly reports that have not been updated.

- Lancaster House Update:

The council on May 7th agreed and approved “carving out” the Lancaster House and property from the current CCA lease and having the city work on a lease agreement with Pine Castle/Pioneer Days for the restoration of the house. CCA has the updated agreement for their consideration.

- Duke Energy undergrounding/relocation and communication:

We have met with Duke Energy reps to discuss pole locations that cause hazards, provide an overview of the UG process, and determine the best areas for UG. Also, we discussed Duke Energy’s storm protection initiatives now and going forward.

- Hoffner Ave Traffic Improvements Grant:

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

-