



# city council agenda

**Updated Agenda**  
**August 21, 2018 \* 6:30 PM**  
**City Council Meeting**  
**City Hall Chambers 1600 Nela Avenue Belle Isle, FL**

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](http://cityofbelleislefl.org).

## Meeting Procedures

Workshops are a working session and do not allow for public comment. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag - Jim Partin, District 6 Commissioner
3. Consent Items

- a. Proclamation - 2019 Election – **Page 2**
- b. Approval of the City Council regular session minutes – July 17, 2018– **Page 3**
- c. Approval of the City Council regular session minutes – August 7, 2018– **Page 8**

4. Citizen's Comments

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

5. Unfinished Business

- a. Short Term Rental Discussion– **Page 12**

6. New Business

- a. Approval of the Interlocal Agreement with Orange County Fire Department to provide Emergency Services to Belle Isle– **Page 50**
- b. BING Grant: Windsor Place– **Page 71**
- c. Social Media Policy– **Page 98**
- d. Council Procedures– **Page 108**
- e. Cancel/Reschedule the November 6th City Council meeting due to use of the facility for Election Day

7. Attorney Report

8. City Manager Report

- a. Issues Log - Due to the City Manager being on vacation, there will be no updates provided.
- b. Chief's Report

9. Mayor's Report

10. Council Reports

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 131

# City of Belle Isle

## 2019 Election Proclamation



By the authority vested in me, Lydia Pisano, as Mayor of the City of Belle Isle, Florida, do hereby proclaim and pronounce, as required by Ordinance No. 13-07, that a Municipal Election of the City of Belle Isle, Florida will be held Tuesday, March 12, 2019; said election to be held between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing individuals to represent Districts 2, 3, 4 and the Mayor's Office, each to serve a term of three years beginning April 2, 2019.

Each candidate for such office shall file qualification papers and pay a qualifying fee to the City Clerk of the City of Belle Isle at City Hall, located at 1600 Nela Avenue, Belle Isle, Florida, at any time after 12:00 noon on Monday, November 12th, 2018 and before 12:00 noon on Friday, November 16th, 2018.

Candidates wishing to qualify for any office of Council must do so in compliance with the City Charter.

This election will be held at the following locations, respectively:

- Polling Place #9213 located at Belle Isle City Hall, 1600 Nela Avenue, Belle Isle, FL 32809
- Polling Place #9113 located at Pine Castle Lodge #368 F&M, 1216 Hoffner Avenue, Belle Isle, FL 32809.

So be it proclaimed this 21st day of August, 2018.

\_\_\_\_\_  
Mayor Lydia Pisano

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



## city council minutes

## MINUTES July 17, 2018 City Council Regular Session: Regular Session 6:30 pm

The Belle Isle City Council met in a regular session on July 17, 2018, 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 Mike Sims  
Commissioner Jim Partin  
Commissioner Sue Nielsen

### Absent was:

Commissioner Harv Readey  
Commissioner Jeremy Weinsier

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

### **CALL TO ORDER**

Mayor Pisano called the regular session to order at 6:30 pm and the City Clerk confirmed quorum. Comm Gold gave the invocation and led the Pledge to the flag.

Mayor Pisano called for a motion to excuse Comm Weinsier from tonight's meeting.

**Comm Gold motioned to excuse Comm Weinsier for tonight's meeting.**

**Comm Sims seconded the motion which passed unanimously 5:0.**

Mayor Pisano welcomed Pete Clarke, Orange County District 3 Commissioner.

Comm Clarke spoke of an erroneous Facebook post regarding the proposed development on Orange Avenue. The subject property is a proposed urban development project that can allow for 10 units per acre. He clarifies that the surrounding area had been notified and the County has held a number of meetings to update the community in 2016 and 2017 as follows, 2016: May 18, Oct 27, Nov 18 and Dec 16; 2017: Feb 6, Feb 17, Mar 17, Apr 3, May 25, Jun 14, Sept 27 and Nov 18. He gave a brief overview of the proposed project and said he will not pass any project that is not compatible with the surrounding area.

- Trish Russell residing at 1128 Nela Avenue spoke in opposition to the proposed project.
- Lisa Newman residing at 1115 Nela Avenue spoke in opposition to the proposed project.
- Gary Meloon residing at 6101 Matchett Road spoke in opposition to the proposed project.
- Holly Bobrowski residing at 2400 Hoffner Avenue spoke in opposition to the proposed project.
- Emily Wakley residing at 3019 Indian Drive spoke in opposition to the proposed project.
- Beth Lowell residing at 2416 Homewood Drive said better communication between Orange County and the City would be beneficial

### **CONSENT ITEMS – no report**

### **CITIZEN COMMENTS**

Mayor Pisano opened for citizen comments. There being no comments, Mayor Pisano closed citizen comments and opened for Council discussion.

## UNFINISHED BUSINESS

### Discussion of Annexation for the Hoffner Avenue Area

Mr. Francis opened for a general discussion on Annexation. He spoke of the January workshop and the four areas of discussion in annexing contiguous property in the City, such as (1) vicinity Hoffner and Hansel, (2) properties in the Pine Castle Urban Center, (3) vicinity from Sand Lake Road to Hoffner, and (4) commercial properties in the Conway/Hoffner area. He provided an outline of what will be required to accomplish the annexation and asked Council for further direction and a timeline moving forward. Council discussed the following focus areas,

1. Comm Partin:
  - a. Hoffner and Conway commercial area
  - b. Orange Avenue on the East/West side beyond the tracks
  - c. McCoy to Sand Lake
  - d. Randolph Boat Ramp
2. Comm Nielsen:
  - a. Hoffner and Conway commercial area
  - b. Vicinity area around the school
  - c. Randolph Boat Ramp
3. Comm Sims:
  - a. Crescent Park
  - b. Nela Avenue to Orange Avenue
  - c. Daetwyler Drive (Fish on Fire)
  - d. Hoffner and Conway commercial area
  - e. Orange Avenue on the East/West side beyond the tracks
  - f. McCoy to Sand Lake
  - g. Randolph Boat Ramp
4. Mayor Pisano:
  1. Vicinity area around the school
  - a. Borderlines from Sand Lake to Hoffner, Gondola, and Matchett to Orange Avenue
5. Comm Carugno:
  - a. Randolph Avenue West and South to Sand Lake (including the industrial property)
  - b. West of Gondola to West of Matchett Avenue
6. Comm Gold:
  - a. Hoffner Avenue and Conway commercial area)
  - b. Nela Avenue to Orange Avenue
  - c. North Lake encirclement

Chief Houston shared her opinion and said the City cannot maintain the annexing areas without researching the hiring of additional staff. She believes the quality of life should be a top priority and said if requested, she can get law enforcement stats on all areas discussed for review.

Mr. Francis spoke of the annexation process and criterions (e.g. contiguous land, reasonably compact, wholly unincorporated or developed for urban purposes) that have to be met before moving forward.

Attorney Ardaman addressed the following four mechanisms for annexation;

- 1) Voluntary Annexations – 100% participation
- 2) Involuntary Annexation – 70% participation of voting electors or 50% of owners for commercial business
- 3) Enclave – by referendum
- 4) Inter-local Service Battery Agreement with the County



Comm Carugno spoke of the pros and cons in annexing the property passed the railroad tracks. Attorney Ardaman said if it's the Council's priority, having control of both sides provides an advantage of control of the surrounding area for the City. Discussion ensued on contiguous properties passed the railroad provided that the area does not prevent the City from being a unified whole. Comm Nielsen shared her reservations on moving forward West of Orange Avenue.

After discussion, Council's priorities were clarified as follows,

1. Conway/Hoffner Area
2. Randolph Area (Randolph boat ramp and Charter School area)
3. Orange Avenue (Matchett to Orange Avenue)
4. Other borders of the City

Mr. Francis discussed the publication/hearing timeline and preparation of the report/packet describing the plan to provide Urban Services which will contain the following,

- a. Map of the area to be annexed (Metes and Bounds)
- b. Map showing City limits, sewer and water lines
- c. Land Use pattern
- d. Written statement on how each new area will be provided an extension of urban services, water (OUC) and sewer (OC)
- e. A written statement of the services the City will provide such as Police, Public Works and Code Enforcement (COBI), fire (OC), water & sewer (OUC)
- f. List of Questions and Answers,
  - a. Why should I be annexed into the City?
  - b. What are the costs to annexing into the City?
  - c. Would the services be better or more?
  - d. What is in it for me?
- g. Social Media support – will the community support the annexation
- h. Door-to-Door solicitation for support of the annexation

City Manager Francis clarified the process and associated costs to move forward with the annexation. If there is no referendum of the proposed annexation it must receive 51% of the parcels must consent to the annexation. If it is accomplished by referendum, and the referendum fails, the City will not be able to propose an annexation for the same location for up to 2-years.

Council discussed mailed ballots avoiding additional costs associated with a special election. Attorney Ardaman said he will research the option and get back to Council.

## **NEW BUSINESS**

### Approval of donation of 4.07 acres of land by Thirumala Property LLC

Mr. Francis said the Attorney Ardaman has submitted a donation agreement which was received later today by the Owner with some revisions. Some of the revisions are of concern and Mr. Francis would like to request additional time to go over the agreement before Council approval. Mr. Francis gave a brief overview of the project and the proposed donation. Discussion ensued on the building height and lighting noise.

## **ATTORNEY REPORT**

Attorney Ardaman reported that he has had conversations with the Charter School Attorney and OCPS. He said they informed him that they will require additional time to evaluate some of the questions sent by Council. He will report to Council of their response at the next session.

## **CITY MANAGER'S REPORT**

City Manager Francis reported on the following,

- a. The City has received a Request for Relief from Bobby Lance. At this time the City is looking for a special magistrate to mediate both parties. He informed Council that the Attorney representing Mr. Lance is former Attorney Tom Callan. He said it is not un-ethical however, if the Council has a concern he can ask for a change in Counsel. The Counsel consensus was that they did not have a problem with Attorney Callan representing Mr. Lance.

Attorney Ardaman asked for a motion to (1) authorize the City Manager as the representative of the City for this process and approve the magistrate, (2) appoint a Commissioner as part of the panel and (3) the authority of the City Manager to negotiate on behalf of the City and pay for half the cost of the special magistrate

**Comm Nielsen moved to appoint the City Manager to handle the negotiations and handle the process.  
Comm Carugno seconded the motion which passed unanimously 5:0.**

**Comm Gold moved to appoint Commissioner Jim Partin to participate in the special magistrate discussion.  
Comm Sims seconded the motion which passed unanimously 5:0.**

- b. Mr. Francis reported that he will be out of the Country on August 8-18<sup>th</sup> and would like to designate Chief Houston the authority to sign on his behalf.
  - Comm Sims moved to appoint Chief Houston as acting City Manager from August 8<sup>th</sup>-18th in Mr. Francis absence.**
  - Comm Gold seconded the motion which passed unanimously 5:0.**
- c. Mr. Francis met with the consultant from CCA and discussed a few inaccuracies and discrepancies in the report. He will forward the revised report once received. He asked the consultant to schedule a joint meeting to present to Council and the School Board once it has been revised.
- d. Mr. Francis reported that the total cost of expenses incurred on the Duck Hunting issue with Fish and Wildlife Commission was \$127,600. The Council looked at the project in the interest of public safety and to the many concerns voiced by the residents.
- e. Mr. Francis gave an update on the issues log by project,
  - a. Wallace Field Run-Off - The City has received permission from Orange County and St Johns to land applicate the Wallace field, however, he is requesting a hold to the correction until the Use Agreement has been signed with the Charter School and can be incorporated with the site plan.
  - b. Gene Polk Park – Waiting on FEMA to provide funding
  - c. Street Paving – Waiting for quotes on paving the area around City Hall which will include milling and curbing. He reported that the curbing portion of the quote is not on a piggyback contract and will have to go out to bid.
  - d. Storm Drainage – LCS project is moving forward. There is a problem with the construction of the road which slopes the wrong way in certain areas not allowing all the water to drain. The good news is that the water around the lake lot is draining in about 20 minutes during heavy rain.
  - e. 4-Stormwater projects added to the 2018/2019 Budget: St. Partin, Seminole, and Daetwyler, Nela Avenue 2800 Block and Wind Drift Road.
  - f. Traffic Study – Consultant finalizing an outline for the Master Plan and will follow up with discussions. They will schedule another community meeting once completed.
  - g. Park Signage – Standardize all park sign and add to next year’s budget
  - h. Wallace & Matchett Park – He reported that the school will not need the entire field. The City has put out a quick survey to residents to see what they would like to see in that location. Once the City receives the school’s plan he will be able to revisit the residents “wish list”. Comm Nielsen stated the City has been waiting for the site plan for almost a year and would like to set a date for completion.
  - i. Perkins Boat Ramp – Mr. Francis reported that the current rules and regulations in place were incorporated by a court order when permitted initially by Orange County. If the City would like to change any of the rules he can put in a request to Orange County.
  - j. Rental Ordinance – He has revised the ordinance and made revisions per the Council discussion. He can bring back on the agenda in August at Council’s request. Council consensus was to place on the agenda for the second meeting in August.
  - k. Vision– Mr. Francis asked Council to schedule a time for a strategic meeting. Council consensus was to schedule a formal session in October for the new budget year and authorize the City Manager to engage a consultant
  - l. Bird Sanctuary – Second Reading of the Ordinance will be on the next agenda. He would like to provide a sign to be placed on the lakeside at the end of the existing docks. Council was in agreement with the request. Comm Carugno asked if the City can request lakeside residents to place their address on the boat dock for ease of reference on the water for law enforcement and first responders.

- m. Parking Ordinances – A draft ordinance will be provided for review in a September meeting.
- n. Solar Panel – Waiting for quotes from a consultant.
- o. Tree Issues – Mr. Francis announced that the City has been officially designated as a Tree City. Once the City receives their packet he will formally announce the designation at a future meeting.
- p. Cross Lake – Phase 1 Environmental report should be ready for distribution in August.
- q. The City staff will be elevating the canopy on Hoffner in preparation of the storms. Notices will go out accordingly to advise residents on traffic delays.

#### **CHIEF'S REPORT**

Chief Houston reported on the following;

1. Chief Houston reported that the road on Hoffner in front of Wawa has become very dangerous. The City has scheduled a five-day traffic detail to collect the data required for Orange County to redesign the traffic pattern and prevent those from going into ongoing traffic.
2. Orange County will be placing construction barricades on the north part of Hoffner and Conway to eliminate crossover traffic.
3. The trucks and trailers illegal parked on Hoffner Avenue have been sent to Orange County for enforcement.

#### **MAYOR'S REPORT**

1. Mayor Pisano called for a motion to excuse Comm Harv Readey for tonight's meeting.  
**Comm Nielsen motioned to excuse Comm Readey for tonight's meeting.**  
**Comm Sims seconded the motion which passed unanimously 5:0.**
2. Mayor Pisano reported numerous calls she has received on the noise coming from the sandbar. Chief Houston said the CSO Officer is working on enforcement.
3. Wawa will be hosting the Belle Isle PD meet and greet on Wednesday from 12:00-1:00 pm.

#### **COUNCIL REPORTS**

- Comm Nielsen shared her concern with the inaccurate post on Facebook causing many residents to be extremely upset. The City has put in place several ways the City can communicate with the public. She would like to have a Resolution that will state that no City Official can post about City business on any public forum other than directing them to staff, the City website, subscribing to E-alerts or City facebook page. After discussion, Council consensus was to have the City Manager resend the Social Media Policy for review, discussion and enforcement at the next meeting.
- Comm Carugno asked for LED lighting at the crosswalk on Hoffner by the street lights on the corner. In addition, he would like to have the 25mph sign moved further down the road for safety reasons.

#### **ADJOURNMENT**

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 8:55 p.m.

Yolanda Quiceno, CMC, City Clerk



## city council minutes

## MINUTES August 7, 2018 City Council Regular Session: Regular Session 6:30 pm

The Belle Isle City Council met in a regular session on August 7, 2018, 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 Harv Readey  
Commissioner Jim Partin  
Commissioner Sue Nielsen

Absent was:

n/a

Also present was City Manager Bob Francis, Attorney Kurt Ardaman, Deputy Chief Grimm and City Clerk Yolanda Quiceno.

### CALL TO ORDER

Vice Mayor Readey called the regular session to order at 6:30 pm and the City Clerk confirmed quorum.  
Vice Mayor Readey gave the invocation and led the Pledge to the flag.

### CONSENT ITEMS

- a. Approval of the City Council Executive Session minutes – June 19, 2018
- b. Approval of the City Council Regular Session minutes – June 19, 2018
- c. Approval of the City Council Workshop Session minutes – June 29, 2018
- d. Approval of the City Council Regular Session minutes – July 3, 2018
- e. Approval of the City Council Workshop Session minutes – July 24, 2018
- f. RESOLUTION NO. 18-09 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING AN EXTENSION OF A LOAN COMMITMENT FROM CENTERSTATE BANK IN A COMMITMENT AMOUNT OF \$750,000.00 AND HAVING A MATURITY DATE OF OCTOBER 19, 2018; AND PROVIDING FOR AN EFFECTIVE DATE.
- g. RESOLUTION NO. 18-10 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AUTHORIZING THE CITY MANAGER TO DRAW FUNDS ON APPROVED LINE OF CREDIT FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR HVAC EQUIPMENT AT CORNERSTONE CHARTER ACADEMY; REPAYMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**Comm Sims moved to approve consent items a through g as presented.**

**Comm Nielsen seconded the motion which passed unanimously 7:0.**

### CITIZEN COMMENTS

Mayor Pisano opened for citizen comments. There being no comments, Mayor Pisano closed citizen comments and opened for Council discussion.

### UNFINISHED BUSINESS

- a. ORDINANCE 18-08 – SECOND READING AND ADOPTION: AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REPEALING AND REPLACING ORDINANCE 17-07 AND AMENDING CHAPTER 4, SECTION 4-1 OF THE BELLE ISLE CITY CODE TO DESIGNATE CERTAIN AREAS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY AS A RESTRICTED HUNTING AREA; PROVIDING FOR DEMARCATION OF THE RESTRICTED HUNTING AREA; PROVIDING FOR ADDITIONAL DUTIES AND RESPONSIBILITIES OF CITY DEPARTMENTS; PROVIDING FOR PENALTIES, SETTING FORTH UNLAWFUL CONDUCT, AND COMPLIANCE METHODS; PROVIDING FOR CONFLICTS AND REPEAL, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

City Manager Francis read Ordinance 18-08 by title.

He said this Ordinance was the result of the settlement agreement with FWC. This Ordinance is in place as a public safety measure and will offer relief for our residents and those who live close to the lake.

**Comm Nielsen moved to adopt Ordinance 18-08**

**Comm Readey seconded the motion which passed unanimously upon roll call 7:0.**

Comm Nielsen	aye
Comm Partin	aye
Comm Sims	aye
Vice Mayor Readey	aye
Comm Weinsier	aye
Comm Carugno	aye
Comm Gold	aye

- b. ORDINANCE NO. 18-09 - SECOND READING AND ADOPTION: AN ORDINANCE GRANTING REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP AN EXCLUSIVE SOLID WASTE AND RECYCLING COLLECTION SERVICE FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF CERTAIN PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**City Clerk read Ordinance 18-09 by title.**

**Comm Nielsen moved to adopt Ordinance 18-09**

**Comm Gold seconded the motion which passed unanimously upon roll call 7:0.**

Comm Nielsen	aye
Comm Partin	aye
Comm Sims	aye
Vice Mayor Readey	aye
Comm Weinsier	aye
Comm Carugno	aye
Comm Gold	aye

- c. Approval of Donation Agreement with Thirumala Property's LLC

City Manager presented the Donation Agreement agreed upon by both parties. The City Clerk has provided an updated copy of Exhibit A correcting the property description.

**Comm Sims moved to approve the Donation Agreement**

**Comm Nielsen seconded the motion.**

Comm Partin asked if the Environment Report has been submitted by the applicant. Attorney Ardaman said the applicant will have 5-days, from the date of execution of the agreement, to submit the report.

Comm Carugno asked if the applicant will provide the Balloon Test before execution of the agreement. Attorney Ardaman said the Council will have the right to terminate the agreement during the inspection period if the results of the test are not acceptable. If the City does not accept the donation the conditions of the variance will not be effective.

City Manager Francis asked if Council would like to execute the document or approve it contingent to the Balloon Test. Council consensus was to move forward with the approval of the agreement.

- d. Approval of FDEP Contract to purchase Cross Lake Beach

City Manager Francis presented the application to purchase Cross Lake Beach in the amount of \$19,000. The City has received the Phase 1 Environmental Report with no significant and/or reportable findings. The contract will also have to be approved for recommendation by the NAV Board to the Board of County Commissioners before finalizing the purchase.

City Manager Francis is asking for approval to execute the contract in anticipation of the County recommending approval.

Comm Nielsen asked if the surrounding property owners at Cross Lake Beach will continue to have access to the park. Mr. Francis said the Code states if the applicant is landlocked the City must pass a Resolution to allow those residents ingress/egress and, also, the rules of that park do not apply. They will have access to whether or not the City purchases the property.

**Comm Carugno moved to approve the contract with FDEP for the purchase of Cross Lake Beach in the amount of \$19,000. Comm Gold seconded the motion which passed unanimously 7:0.**

## **NEW BUSINESS**

### Approval of Interlocal Agreement with Orange County for Additional Street Sweeping Services

City Manager Francis presented the Inter-local Agreement and said last year he requests \$75,000 for the NAV Board to assist the City in purchasing a street sweeper. In discussion with Orange County EPD and the NAV Board they have come to an agreement that in lieu of providing funding for a new street sweeper for the City, most of all the streets in Belle Isle will be added to the Orange County contract. Those areas determined to be a problem for their sweeper to operate will be identified and will not be in the contract. Having a reduced number of streets to sweep will allow the City to save the purchase of a new sweeper and save the City some money.

**Comm Partin moved to approve the Inter-local Agreement with Orange County for additional street sweeping. Comm Nielsen seconded the motion which passed unanimously 7:0.**

## **ATTORNEY REPORT**

Attorney Ardaman reported that the City has been in discussion with Orange County Public Schools General Counsel and the Specialist with Charter Schools regarding the Cornerstone issue. At this point, we will have a response within the next week and will report at a meeting in September.

## **CITY MANAGER'S REPORT**

City Manager Francis reported on the following,

- He has been receiving complaints on the high water level of the lake. He contacted Orange County to ask if they will be able to remove boards out of the weir to lower the water level. He was informed that the Lake is at the natural normal high water elevation and they will not remove any boards unless of course during a threat of a tropical storm or hurricane.

Comm Carugno stated that he has received numerous complaints and asked if the City would be able to enforce a no wake zone ordinance on the lake to prevent damage to residential docks. Mr. Francis said he will need consensus from Council to contact FWC to approve the emergency No Wake Ordinance. Mr. Francis suggested having the Belle Isle Marine Patrol warn those on the lake not to come to a certain distance to the shoreline.

Comm Carugno asked if the Marine Patrol will be able to survey the docks on the lake to ensure there is no current damage or safety concern. Deputy Chief Grimm stated that the Police Department is aware of the concern and are taking proactive measures.

- Mr. Francis gave a brief overview of the Transportation Open House. The consultant took all the survey results and formulated 4 top goals, (1) transportation is safe for all residents, walking, driving, bicycling, (2) residents can drive to destination with minimum traffic congestion, (3) residents can comfortably walk and bicycle to parks, school, transit and shopping area, and (4) streets are attracting and contribute to the beauty of the community. Mr. Francis said the maps and report will be placed on the City's website for residents comment and review. The next step is to find a small stakeholder group consisting of Orange County Traffic staff, HOAs, School and City staff to continue to find objectives to the goals.

In addition, he reported that he has contacted Orange County regarding the safety concerns on Hoffner and Conway. They said they will be reviewing the request and will get back to the City.



- Mr. Francis reviewed and gave a brief overview of open projects on the Issues Log. A few of the new reports were as follows,
  - Strategic Plan – Spoke with Marilyn Crotty's replacement. She will be providing dates of her availability for an all-day Strategic Plan Session with City Council.
  - Lot Splits - He reminded Council that the moratorium on lot splits will terminate within 90 days. He said he will provide an updated report at the first meeting in October.
  - Annexations – After discussions with the City Attorney he would like to schedule a series of community meetings presenting information and present information on why it will be beneficial to annex into the City. He reported on a letter written by the Pine Castle Safety Committee. Since the City of Edgewood was also mentioned he spoke with Mayor Bagshaw and suggested that the best course of action was to prepare a joint response.
  - Duke Energy – At the request of Council, Duke Energy will be preparing a quote to add more lights on Hoffner Avenue.

#### **CHIEF'S REPORT**

Deputy Chief Grimm reported that the County approved, about a year ago, for the Agency to execute warrants. Since the approval, the Agency has issued three warrants for Domestic Violence. This allows the City the opportunity to respond quickly and be proactive in dangerous situations.

#### **COUNCIL REPORTS**

- Comm Nielsen – no report
- Comm Partin – School starts in another week.
- Comm Sims – no report
- Vice Mayor Readey – Gave a brief history on why so many of the older docks are currently under water.
- Comm Weinsier – no report
- Comm Carugno – Shared concerns with the jet skiers on the water.
- Comm Gold – Advised on the recent crime wave in the Conway area. DC Grimm said the Agency is aware of the concern and will be able to provide more information at a later date on placing surveillance cameras in the area..

#### **MAYOR'S REPORT**

Mayor Pisano reported that the Special Events Committee will meet on August 15<sup>th</sup>. If the Council has any suggestions for future events they would like to see to please email the City Clerk before the 15<sup>th</sup>.

#### **ADJOURNMENT**

There being no further business Mayor Pisano called for a motion to adjourn, unanimously approved at 8:16 p.m.

Yolanda Quiceno, CMC, City Clerk



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

**Meeting Date:** August 21, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Short Term Rentals (STR)

**Background:** After discussion and public comment, the City Council directed the City Staff to prepare a draft ordinance for discussion.

From the guidance provided by the City Council, the previous draft ordinance was too long and too restrictive. The Council directed that it be revised based on the comments at the workshop held on June 29, 2018. Items discussed were:

- Limit the number of rental properties
- Transient rental occupancy license requirements
- Permits and posting of owner's contact information for complaints
- Stiff fines for landlords with nuisance tenants
- Only allow owner-occupied properties
- Parking restrictions
- "Quiet Time" restrictions

**Staff Recommendation:** Discuss the revised agenda and provide direction.

**Suggested Motion:** If no changes are made to the draft, the motion would be: **I move that we read the Short Term Rental Ordinance for the first time at the September 4, 2018 Council Meeting.**

**Alternatives:** Discuss the STR Ordinance and determine that of all of the requirements the Council wants are in the ordinance.

**Fiscal Impact:** TBD

**Attachments:** Draft ordinance (redline and clean)

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REGARDING VACATION RENTALS; CREATING A NEW ARTICLE III, CHAPTER 7 OF THE CITY CODE REGULATING VACATION RENTALS; PROVIDING FOR DEFINITIONS, PENALTIES, ENFORCEMENT, RESPONSIBILITIES OF DEPARTMENTS, APPEALS, NOTICE, IMMUNITY FROM PROSECUTION, CONSTRUCTION OF ARTICLE; PROVIDING FOR LICENSE REQUIREMENTS AND PROVISIONS INCLUDING BUT NOT LIMITED TO PROCEDURES, APPLICATIONS, MODIFICATIONS, DURATION, RENEWALS, AND NONTRANSFERABILITY; PROVIDING FOR VESTED RIGHTS/WAIVER/ESTOPPEL; PROVIDING FOR DUTIES OF VACATION RENTAL OWNER; PROVIDING FOR INSPECTIONS; PROVIDING FOR STANDARDS AND REQUIREMENTS FOR VACATION RENTALS INCLUDING BUT NOT LIMITED TO SAFETY, OCCUPANCY, BEDROOMS, FIRE SAFETY, PARKING, QUIET HOURS VIOLATIONS OF THE LAW, ADVERTISING, PROHIBITION OF OCCUPANCY, POSTING OF INFORMATION, AND OTHER PROVISIONS; PROVIDING FOR THE CONTINUED VALIDITY OF SECTION 7-30, CITY CODE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 509.013, Florida Statutes, provides a distinction between "transient public lodging establishments," which are rented, or advertised or held out for rental to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less; and "nontransient public lodging establishments," which are rented, or advertised or held out for rental to guests for periods of at least 30 days or 1 calendar month, whichever is less; and

**WHEREAS**, Section 509.242(l)(c), Florida Statutes, further provides for a subset of transient public lodging establishments, called "Vacation Rental" which is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project; and

**WHEREAS**, Section 509.032(7)(b), Florida Statutes provides that, "A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011"; and

**WHEREAS**, the Florida Attorney General's Office has recognized that "local governments may regulate vacation rentals, provided those regulations do not prohibit vacation rentals or restrict the duration or frequency of vacation rentals," AGO 2014-09; and

**WHEREAS**, on March 4, 2008, the City adopted Ordinance No. 08-03 creating City Code Section 7-30 prohibiting “short-term rentals, i.e., rentals for a term of less than seven months,” which provision encompasses vacation rentals and is grandfathered in and constitutes a valid prohibition of vacation rentals under Section 509.032(7)(b), Florida Statutes; and

**WHEREAS**, the City wishes to explicitly preserve Ordinance No. 08-03 and Section 7-30 of the City Code while allowing a subset of vacation rentals within the City which are owner-occupied and which meet the requirements under this Ordinance; and

**WHEREAS**, the City finds that the regulations and requirements adopted by this Ordinance do not prohibit vacation rentals or restrict their duration or frequency; and

**WHEREAS**, the City finds that the regulations and requirements adopted by this Ordinance are in the interests of the public health, safety, and welfare, in light of the following concerns:

(1) Residents residing within their residential dwellings are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families; and

(2) Visitors are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the Vacation Rentals in which they are staying, thereby increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation; and

(3) Certain illegal Vacation Rentals are presently located within the Residential Zoning districts of the City of Belle Isle; and

(4) Vacation Rentals, left unregulated, can and do create negative impacts within residential neighborhoods due to excessive noise, parking and traffic problems, excessive use and impact on public services and public works, and extreme size and greater occupancy; and

(5) Vacation Rentals situated within residential neighborhoods can disturb the quiet nature and atmosphere of the residential neighborhoods, and the quiet enjoyment of its residents; and

(6) Vacation Rentals located within established residential neighborhoods can and do, when unregulated, create negative compatibility impacts relating to extreme noise levels, late night activities, on-street parking issues and traffic congestion; and

(7) A residential dwelling is typically the single largest investment a family will make with the residents of the residential dwelling desiring the tranquility and peaceful enjoyment of their neighborhood without excessive noise and increased parking issues and traffic congestion caused by transient occupants of Vacation Rentals; and

(8) The City of Belle Isle has suffered an increase in the illegal establishment of Vacation Rentals, with no notice to the City; and

(9)

(11) The City of Belle Isle has limited parking available and parking upon rights of way in residential neighborhoods is generally allowed for use of the residents. Therefore, it is vital for the City to keep on-street parking available for such use, and not allow such use to be reduced by off-site parking at Vacation Rentals.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA:**

**SECTION 1: RECITALS.** The foregoing recitals are ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2: CITY CODE AMENDMENT.** There is hereby created a new Article III, Chapter 7 of the City Code, as follows:

ARTICLE III. – VACATION RENTALS.

DIVISION 1. – IN GENERAL.

Sec. 7-50. – Definitions.

The following terms as used in this Article are defined as set forth hereinafter:

"Bedroom" means any room in a Vacation Rental that contains 70 square feet or more, and which has a bed or other place for sleeping and a closet, but shall not include a bathroom, a kitchen, and one main living area. No room shall be considered to be a bedroom unless it was so designated on the plans submitted to the City for the construction of the building.

"Continuing Violation" means a violation of this Article that is continuing in nature and for which there may be an opportunity to cure, such as, but not limited to, operation of a Vacation Rental without a currently valid Vacation Rental License, failing to acquire a modified Vacation Rental License when required, violations of minimum safety and operational requirements under this Article, and violations of the Florida Building Code, Florida Fire Code or Life Safety Code.

"Occupant" means any person who occupies, either during the day or overnight, a Vacation Rental.

"Owner-Occupied" means an activity whereby a homeowner hosts visitors in their home, for periods of 30 consecutive days or less, while at least one of the primary residents lives on-site throughout the visitor's stay. The guest enjoys the non-exclusive shared use of the unit with at least one of the persons who is domiciled at the location.

"Primary Residence" means where the homeowner usually lives and can provide evidence such as a driver's license, income tax statement or property tax statement with a homeowner's exemption.

"Transient public lodging establishments" means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

"Transitory Violation" means a violation of this Article that is transitory, transient, or temporary in nature, such as, but not limited to, a violation of quiet hours or pool hours, maximum occupancy violations, parking in the right of way, failure to make Vacation Rental available for inspection as required herein, failure of Rental Agent to comply with the duties of a Vacation Rental Agent as set forth in this Article, and failure to have required postings at the Vacation Rental.

"Vacation Rental" is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project.

"Vacation Rental License" is a license granted pursuant this Article permitting the operation of a Vacation Rental.

"Vacation Rental Occupant" or "Occupant" is any individual who occupies a Vacation Rental for any length of time as the result of such Vacation Rental being rented to such individual or to the individual's family member(s), friend(s), or companion(s).

"Vacation Rental Owner" is the owner of the Primary Residence.

#### Sec. 7-51. – Penalties and Enforcement.

(a) *Transitory Violations.* For Transitory Violations as defined herein, the Vacation Rental Owner, the Vacation Rental Agent, and/or the offending Vacation Rental Occupant(s), as applicable and without limitation, may each be deemed to be a "violation" as that term is used in Article III of Chapter 7 of the Code of Ordinances of the City of Belle Isle, and may be punished as follows. Each individual Transitory Violation shall constitute a separate and distinct violation, and if the Transitory Violation continues for more than one day, each day that the violation continues will be considered a separate and distinct violation. Any Transitory Violation may be punished by citation, as provided in the Belle Isle City Code and/or Chapter 162 of the Florida Statutes, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and



subsequent offenses, plus a suspension of the Vacation Rental License as provided hereinafter, for the third offense.

(b) Continuing Violations. For Continuing Violations as defined herein, the Vacation Rental Owner, the Vacation Rental Agent, and/or the offending Vacation Rental Occupant(s), as applicable and without limitation, may each be deemed to be a "violation" as that term is used in Article III of Chapter 7 of the Code of Ordinances of the City of Belle Isle, and may be punished as follows. Each day a violation exists shall constitute a separate and distinct violation. Continuing Violations may be punished by citation, as provided in the Belle Isle City Code and/or Chapter 162 of the Florida Statutes, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; or through the Code Enforcement Magistrate procedure as provided under the Belle Isle City Code; provided, however, such violations shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental License as provided hereinafter, for the third offense.

(c) Other enforcement methods and penalties. Notwithstanding anything otherwise provided herein, violations of this Article shall also be subject to all the enforcement methods and penalties that may be imposed or available for the violation of ordinances of the city as provided in Article III of Chapter 7 of the Code of Ordinances of the City of Belle Isle, any other applicable provision of the Code of Ordinances, or as provided by state statute. Nothing contained herein shall prevent the City of Belle Isle from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law. A violation of this code of ordinances shall also mean and refer to any specified criminal offense as set forth in chapters 775 through 896, Florida Statutes.

#### Sec. 7-52. – Responsibilities of Departments.

The ultimate responsibility for the administration of this Article is vested in the City Council. The City Manager or his or her authorized designee is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental Licenses for proposed and existing Vacation Rentals as set forth in this Article. Additionally, the City Manager or his or her authorized designee is responsible for inspecting any proposed or existing Vacation Rental in order to ascertain compliance with this Article, and all applicable building codes, fire and life safety codes, statutes, ordinances and regulations.

Sec. 7-53. – Appeals

Any decision of the City Manager or his or her authorized designee relating to the grant, denial, renewal, modification, or suspension of a Vacation Rental License under this Article shall be rendered in writing, and such written decision may be appealed to the City Council if a notice by the applicant is filed with the City Clerk within ten (10) days after the written decision is issued. The City Clerk shall place the matter on the agenda of an upcoming meeting of the City Council, at which the application and related materials will be reviewed, and a determination to uphold, overturn, or modify the written decision may be made. The review and decision of the City Council is not a de novo review and should be based on the application and matters submitted, considered, and pursuant to which the challenged decision was made. The decision of the City Council shall be final and shall be rendered in writing in appealable form. Such final decision may be reviewed as permitted under Florida law.

Sec. 7-54. – Notice.

Any notice required under this Article shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the property owner set forth on documents filed with the City of Belle Isle under this Article, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the property owner.

Sec. 7-55. – Immunity from prosecution.

The City of Belle Isle, the City Council, the Mayor, the City Commissioners, and any of the City's departments or agents, and any law enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon a Vacation Rental while acting within the scope of this Article.

Sec. 7-56. – Construction of Article.

(a) This Article shall be liberally construed to accomplish its purpose of regulating Vacation Rentals, protecting the residential character of Belle Isle, the health, safety, and general welfare of its residents and visitors, and the quiet enjoyment by Belle Isle's residents of their residential property.

(b) Neither this Article nor any provision contained herein shall be construed to override, repeal, waive, eliminate, suspend, or in any way invalidate or make ineffective the prohibition on short-term rentals provided for in Section 7-30 of the City Code, and such provision remains in full force and effect and shall continue to apply without interruption to the extent that a vacation rental or short-term rental is not allowed under this Article.

DIVISION II. – VACATION RENTAL LICENSE.

Sec. 7-57. - License required.

After the effective date of the passage of this Ordinance, an active Vacation Rental License shall be required to operate a Vacation Rental within the City of Belle Isle. After the effective date, only Vacation Rentals holding an active Vacation Rental License issued by the City of Belle Isle may operate within the City. The Vacation Rental License shall not be issued by the City of Belle Isle under this Article unless the building in which the Vacation Rental is or will be located is in full compliance with this Article. No person operating a Vacation Rental prior to the adoption of this Ordinance has any pre-existing rights under this Article or otherwise to continue operating such Vacation Rental without obtaining a Vacation Rental License under this Article.

Sec. 7-58. - Permitted by HOA.

Prior to the application for a Vacation Rental License: If a residential property is within a homeowners association (HOA), the homeowner should check whether there are further limitations on the use of the property through their particular HOA's private Codes, Covenants and Restrictions (CC&R's). The city will be asking residents for HOA sign-off if you are part of a mandatory HOA. -OR- if the building or neighborhood in which the Vacation Rental is proposed to be located is overseen by an HOA, the resident shall notify the HOA prior to applying for a license. The written notification to the HOA shall be included with the City application.

Sec. 7-~~80~~. Modification of Vacation Rental License.

Comment [BF1]: Need to renumber

An application for modification of a Vacation Rental License shall be required in the event that any of the following changes to the Vacation Rental are proposed:

- (1) An increase in the gross square footage of the Vacation Rental.
- (2) An increase in the number of bedrooms in the Vacation Rental.
- (3) An increase in the maximum occupancy of the Vacation Rental.
- (4) An increase in the number of parking spaces, or a change in the location of parking spaces for the Vacation Rental.
- (5) An increase in the number of bathrooms in the Vacation Rental.
- (6) Any other material modifications that would increase the intensity of use of the Vacation Rental.

Sec.7-81. - Duration of Vacation Rental License.

A Vacation Rental License shall be valid for two (2) years after the date of issuance.

Sec. 7-82. - Renewal of Vacation Rental License.

A Vacation Rental Owner must apply for a renewal of the Vacation Rental License no later than sixty (60) days prior to the expiration date of the previous Vacation Rental License. It is the responsibility of the Vacation Rental Owner to know when the renewal period is.

Sec. 7-83. - Initial and Periodic Compliance Inspections of Vacation Rentals.

(a) Inspection of a Vacation Rental to verify compliance with this Article and the Florida Fire and Life Safety Codes, shall be required prior to issuance of an initial Vacation Rental License. If instances of noncompliance with the standards and requirements set forth in this Article are found, all such instances of noncompliance shall be corrected and the Vacation Rental shall be re-inspected prior to the issuance of an initial Vacation Rental License.

(b) Once a Vacation Rental License is issued for a Vacation Rental, such Vacation Rental shall be properly maintained in accordance with the standards and requirements set forth in this Article. The City may establish a schedule to re-inspect such Vacation Rental as to ensure compliance with the standards and requirements set forth in this Article and the Belle Isle Code of Ordinances. All violations of this Article or the Belle Isle Code of Ordinances identified in such inspection shall be corrected and re-inspected within 30 calendar days after the issuance of a notice of violation, with the exception of life safety violations, which must be corrected within three (3) working days. Failure to correct such violations within the timeframes provided shall result in the suspension of the Vacation Rental License until such time that the violations are corrected, re-inspected, and found in compliance.

(c) The City may inspect a Vacation Rental at any time upon reasonable notice to the Vacation Rental Owner. If a City inspector has made an appointment with Vacation Rental Owner for an inspection, and the City inspector is unable to complete the inspection as a result of an action or inaction of the Vacation Rental Owner, the Vacation Rental shall be charged a "re-inspection" fee in an amount set by resolution of the City Council to cover the inspection expense incurred. The re-inspection fee shall be paid prior to scheduling the re-inspection.

(d) If, after two attempts, a City inspector is unable to complete an inspection of a Vacation Rental as a result of an action or inaction of the Vacation Rental Owner, the Vacation Rental License shall be suspended until such time that the Vacation Rental is inspected and found in compliance.

Sec. 7-84. - Vacation Rental License non-transferable, non-assignable.

Vacation Rental Licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental License as to that Vacation Rental shall be null and void upon the sale or transfer.

Sec. 7-85. Vested Rights/Waiver/Estoppel

The issuance of a Vacation Rental License shall not be construed to establish any vested rights or entitle the license holder to any rights under the theory of estoppel. Issuance of a Vacation Rental License shall not be construed as a waiver of any other requirements contained within the City of Belle Isle City Code or Comprehensive Plan, and is not an approval of any other code requirement outside this Article. The receipt of a Vacation Rental License is not an approval of a use or activity that would otherwise be illegal under Florida law, the Florida Building Code, the Florida Fire Code or Life Safety Code, or in violation of the Belle Isle City Code or Comprehensive Plan.

DIVISION III. VACATION RENTAL OWNER.

Sec. 7-89. - Duties of Vacation Rental Owner.

Every Vacation Rental Owner shall:

(a) Be available by landline or mobile telephone answered by the Vacation Rental Owner at the listed phone number 24-hours a day, seven days a week to handle any problems arising from the Vacation Rental; and

(b) Be willing and able to be physically present at the Vacation Rental within thirty (30) minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the City of Belle Isle for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and

(d) The Vacation Rental Owner must reside on the property at all times that the Vacation Rental Property is occupied by the Vacation Rental Occupants (guests).

DIVISION 4. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

Sec. 7-91. - Generally

The standards and requirements set forth in the Article shall apply to the rental, use, and occupancy of Vacation Rentals in the City of Belle Isle.

Sec. 7-92. - Owner-Occupied.

All Vacation Rentals in the City of Belle Isle shall be owner-occupied, as such term is defined under Section 7-50 of this Article. A Vacation Rental shall not be considered owner-occupied if not occupied by one of the primary residents for a period longer than twenty-four hours while rented to a Vacation Rental Occupant.

Sec. 7-93. - Minimum safety and operational requirements.

Vacation Rentals in the City of Belle Isle shall meet the following minimum safety and operational requirements, and the applicable standards under the Belle Isle Municipal Code and the Florida Fire Code and Life Safety Code.

(a) *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub offered or made available as an amenity at a Vacation Rental shall comply with the current standards of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.

(b) *Bedrooms.* All bedrooms within a Vacation Rental shall meet the applicable requirements of the Florida Fire Code and Life Safety Code.

(c) *Smoke and carbon monoxide (CO) detection and notification system.* An interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be installed within the Vacation Rental and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code - Residential.

(d) *Legible Address:* The address of the Vacation Rental shall be large enough to see from the street and be made of a reflective material or lit so it can be read from the street at night.

Sec. 7-94. - Maximum occupancy based on site capacity limitations.

The maximum occupancy of a Vacation Rental shall be limited to the lesser of:

(1) Two persons per bedroom within the Vacation Rental (counting only those rooms that satisfy the definition of bedroom under this Article). There will be a maximum of two bedrooms per Vacation Rental.

(2) A total of six occupants per Vacation Rental, inclusive of day guests.

(3) In the event there is more than one building or dwelling on one lot, the maximum occupancy shall be capped at the lesser of six occupants per lot, or two persons per bedroom, regardless of the building in which such bedroom(s) are located.

Sec. 7-95. Parking standards.



In all Vacation Rentals located in a residential zoning district, the following parking standards shall apply. There shall be one off-street parking space for each bedroom in a Vacation Rental. One such required parking space for each Vacation Rental shall be in a garage or carport. Recreational vehicles and accessory trailers shall only be permitted in driveways, or other parking areas specifically designated for such use by the City. No recreational vehicle or any other motor vehicle parked on the premises of a Vacation Rental shall be used for sleeping. Parking spaces shall not be tandem. Neither on-street parking nor parking within the right-of-way shall be permitted for use by Vacation Rentals or Occupants.

Sec. 7-97. Noise and Light

Noise and light for Vacation Rentals shall be regulated by Section 10-61 to 10-69 of the Belle Isle Municipal Code. No excessive or boisterous noise, amplified sound, or bright light extending beyond the lot or parcel line is permitted.

Sec. 7-98. Violations of other legal provisions.

No person shall allow the occupancy or use any portion of a structure as a Vacation Rental if the structure or its use is in violation of or inconsistent with any applicable zoning, comprehensive planning, building, housing, density, life safety, utility, public health, sanitary or fire code, ordinance, plan, statute, regulation, or rule. Such a violation shall also be considered a violation of this Article.

Sec. 7-99. Vacation Rental advertising.

Advertising of a Vacation Rental shall be consistent with the information contained within the Vacation Rental's Vacation Rental License. Such advertising shall conspicuously disclose the maximum occupancy of the Vacation Rental under this Chapter.

Vacation Rental Owners should consider only advertising on the commercial booking websites that advertise Vacation Rentals, such as AirBNB, vacationRentals.com, VRBO, misterBNB, etc. When advertising, the Vacation Rental Owner must display the City of Belle Isle permit number plainly on the site.

Sec. 7-100. Licensure as transient public lodging establishment.

A Vacation Rental shall at all times maintain a current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation, if required.

Sec. 7-101. Florida Department of Revenue certificate; Orange County Tax Collector account.

A Vacation Rental shall at all times maintain a current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida

Department of Revenue if required. A Vacation Rental shall at all times maintain a current and active account with the Orange County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Orange County Tax Collector, if required.

Sec. 7-102. Prohibition of occupancy.

The Vacation Rental Owner shall have the affirmative duty to vet each Occupant of a Vacation Rental

Sec. 7-105. Violation and Penalties.

(a) A person renting a property without a valid rental permit shall be in violation of the Belle Isle Municipal Code and shall be subject to a fine of up to two hundred fifty dollars (\$250) for the first offense; five hundred dollars (\$500) for each day after the first offense that the dwelling has been rented without a permit.

(b) Revocation of Registration. A short-term rental registration issued under the provisions of this Section may be revoked by the City Manager after notice and hearing as provided for in this Section, for any of the following reasons:

- (1) Fraud, misrepresentation, or false statements contained in the application;
- (2) Fraud, misrepresentation, or false statements made in the course of carrying on a short-term rental as regulated by this Section;
- (3) Any violation of any provision of this Section or of any provision of this code;
- (4) Any violation of any provision of federal, state or local laws.

(c) Revocation Hearing. Before revoking a short-term rental registration, the City Manager shall give the responsible host notice in writing of the proposed revocation and of the grounds thereunder, and also of the time and place at which the host will be given a reasonable opportunity to show cause why the registration should not be revoked. The notice may be served personally upon the host or may be mailed to the host at the last known address or at any address shown upon the application at least 10 days prior to the date of the hearing. Upon conclusion of the hearing the City Manager may, for the grounds set forth herein, revoke the registration.

(d) Appeal from Denial or Revocation of Registration. Any host whose application has been denied or registration has been revoked shall have the right to an administrative appeal before the City Council. An appeal shall be filed in writing on a form provided by the City stating the grounds therefor within 10 days of the decision. The City Council shall hold a hearing thereon within a reasonable time and the decision shall be final.

(e) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental License.

(f) Waiting Period. Any host whose registration has been denied or revoked shall be ineligible from applying for a new registration for a 24-month period.

-(g) Penalties. For violations of this Article, the penalties outlined in Section 7-51 will be imposed.

**Sec. 7-106. Sunset**

- (a) This ordinance shall sunset 364 days after enactment unless it is extended by an ordinance adopted by the City Council prior to the sunset period.
- (b) The City Staff will present a report to the City Council three (3) months prior to the expiration date of this ordinance. The report will provide data on the affects that this ordinance has on the City.
- (c) After the presentation of the report, the City Council will adopt a permanent ordinance or allow this ordinance to sunset. If the ordinance is allowed to sunset, vacation rentals will be prohibited in the City of Belle Isle.

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

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

**SECTION 5. PRESERVATION OF CODE SECTION 7-30.** This Ordinance and the City Code amendments effected hereby shall not be construed to override, repeal, waive, eliminate, suspend, recede from, or in any way invalidate or make ineffective the prohibition on short-term rentals provided for in Ordinance No. 08-03 creating Section 7-30 of the City Code, and such provision remains in full force and effect and shall continue to apply without interruption to the extent that a vacation rental or short-term rental is not allowed under the new Article III, Chapter 7 of the City Code created by this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

**FIRST READING:** \_\_\_\_\_, 2018

**SECOND READING:** \_\_\_\_\_, 2018

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_  
Lydia Pisano, Mayor

ATTEST:

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

\_\_\_\_\_  
Date

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, REGARDING VACATION RENTALS; CREATING A NEW ARTICLE III, CHAPTER 7 OF THE CITY CODE REGULATING VACATION RENTALS; PROVIDING FOR DEFINITIONS, PENALTIES, ENFORCEMENT, RESPONSIBILITIES OF DEPARTMENTS, APPEALS, NOTICE, IMMUNITY FROM PROSECUTION, CONSTRUCTION OF ARTICLE; PROVIDING FOR LICENSE REQUIREMENTS AND PROVISIONS INCLUDING BUT NOT LIMITED TO PROCEDURES, APPLICATIONS, MODIFICATIONS, DURATION, RENEWALS, AND NONTRANSFERABILITY; PROVIDING FOR VESTED RIGHTS/WAIVER/ESTOPPEL; ~~PROVIDING FOR VACATION RENTAL AGENT REQUIREMENTS AND PROVISIONS INCLUDING BUT NOT LIMITED TO DESIGNATION, APPLICATION, QUALIFICATIONS, DUTIES, SUSPENSION, AND INSURANCE REQUIREMENTS;~~ PROVIDING FOR DUTIES OF VACATION RENTAL OWNER; PROVIDING FOR INSPECTIONS; PROVIDING FOR STANDARDS AND REQUIREMENTS FOR VACATION RENTALS INCLUDING BUT NOT LIMITED TO SAFETY, OCCUPANCY, ~~SWIMMING POOL/HOT-TUB/SPA,~~ BEDROOMS, FIRE SAFETY, ~~INGRESS AND EGRESS, LOCAL PHONE SERVICE,~~ PARKING, ~~SOLID WASTE HANDLING,~~ QUITE HOURS ~~AND POOL HOURS,~~ VIOLATIONS OF THE LAW, ADVERTISING, PROHIBITION OF ~~SEX OFFENDERS~~ OCCUPANCY, POSTING OF INFORMATION, AND OTHER PROVISIONS; PROVIDING FOR THE CONTINUED VALIDITY OF SECTION 7-30, CITY CODE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

**WHEREAS**, Section 509.013, Florida Statutes, provides a distinction between "transient public lodging establishments," which are rented, or advertised or held out for rental to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less; and "nontransient public lodging establishments," which are rented, or advertised or held out for rental to guests for periods of at least 30 days or 1 calendar month, whichever is less; and

**WHEREAS**, Section 509.242(1)(c), Florida Statutes, further provides for a subset of transient public lodging establishments, called "Vacation Rental" which is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project; and

**WHEREAS**, Section 509.032(7)(b), Florida Statutes provides that, "A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011"; and

**WHEREAS**, the Florida Attorney General’s Office has recognized that “local governments may regulate vacation rentals, provided those regulations do not prohibit vacation rentals or restrict the duration or frequency of vacation rentals,” AGO 2014-09; and

**WHEREAS**, on March 4, 2008, the City adopted Ordinance No. 08-03 creating City Code Section 7-30 prohibiting “short-term rentals, i.e., rentals for a term of less than seven months,” which provision encompasses vacation rentals and is grandfathered in and constitutes a valid prohibition of vacation rentals under Section 509.032(7)(b), Florida Statutes; and

**WHEREAS**, the City wishes to explicitly preserve Ordinance No. 08-03 and Section 7-30 of the City Code while allowing a subset of vacation rentals within the City which are owner-occupied and which meet the requirements under this Ordinance; and

**WHEREAS**, the City finds that the regulations and requirements adopted by this Ordinance do not prohibit vacation rentals or restrict their duration or frequency; and

**WHEREAS**, the City finds that the regulations and requirements adopted by this Ordinance are in the interests of the public health, safety, and welfare, in light of the following concerns:

(1) Residents residing within their residential dwellings are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families; and

(2) Visitors are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the Vacation Rentals in which they are staying, thereby increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation; and

(3) Certain illegal Vacation Rentals are presently located within the Residential Zoning districts of the City of Belle Isle; and

(4) Vacation Rentals, left unregulated, can and do create negative impacts within residential neighborhoods due to excessive noise, parking and traffic problems, excessive use and impact on public services and public works, and extreme size and greater occupancy; and

(5) Vacation Rentals situated within residential neighborhoods can disturb the quiet nature and atmosphere of the residential neighborhoods, and the quiet enjoyment of its residents; and

(6) Vacation Rentals located within established residential neighborhoods can and do, when unregulated, create negative compatibility impacts relating to extreme noise levels, late night activities, on-street parking issues and traffic congestion; and



(7) A residential dwelling is typically the single largest investment a family will make with the residents of the residential dwelling desiring the tranquility and peaceful enjoyment of their neighborhood without excessive noise and increased parking issues and traffic congestion caused by transient occupants of Vacation Rentals; and

(8) The City of Belle Isle has suffered an increase in the illegal establishment of Vacation Rentals, with no notice to the City; and

(9) ~~Vacation Rentals situated in residential neighborhoods can and do create a great disparity in occupancy between owner-occupied residences and those used as Vacation Rentals; and~~

(10) ~~Water and wastewater usage by Vacation Rentals will typically exceed the anticipated design capacity of a structure when permitted and built, creating an additional demand on the water and wastewater systems; and~~

(11) The City of Belle Isle has limited parking available and parking upon rights of way in residential neighborhoods is generally allowed for use of the residents. Therefore, it is vital for the City to keep on-street parking available for such use, and not allow such use to be reduced by off-site parking at Vacation Rentals.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA:**

**SECTION 1: RECITALS.** The foregoing recitals are ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2: CITY CODE AMENDMENT.** There is hereby created a new Article III, Chapter 7 of the City Code, as follows:

ARTICLE III. – VACATION RENTALS.

DIVISION 1. – IN GENERAL.

Sec. 7-50. – Definitions.

The following terms as used in this Article are defined as set forth hereinafter:

"Bedroom" means any room in a Vacation Rental that contains 70 square feet or more, and which has a bed or other place for sleeping and a closet, but shall not include a bathroom, a kitchen, and one main living area. No room shall be considered to be a bedroom unless it was so designated on the plans submitted to the City for the construction of the building.

"Continuing Violation" means a violation of this Article that is continuing in nature and for which there may be an opportunity to cure, such as, but not limited to, operation of a Vacation Rental without a currently valid Vacation Rental License, failing to acquire a modified Vacation

Rental License when required, violations of minimum safety and operational requirements under this Article, and violations of the Florida Building Code, Florida Fire Code or Life Safety Code.

"Occupant" means any person who occupies, either during the day or overnight, a Vacation Rental.

"Owner-Occupied" means an activity whereby a homeowner hosts visitors in their home, for periods of 30 consecutive days or less, while at least one of the primary residents lives on-site throughout the visitor's stay. The guest enjoys the non-exclusive shared use of the unit with at least one of the persons who is domiciled at the location.

"Primary Residence" means where the homeowner usually lives and can provide evidence such as a driver's license, income tax statement or property tax statement with a homeowner's exemption.

"Transient public lodging establishments" means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

"Transitory Violation" means a violation of this Article that is transitory, transient, or temporary in nature, such as, but not limited to, a violation of quiet hours or pool hours, maximum occupancy violations, parking in the right of way, failure to make Vacation Rental available for inspection as required herein, failure of Rental Agent to comply with the duties of a Vacation Rental Agent as set forth in this Article, and failure to have required postings at the Vacation Rental.

"Vacation Rental" is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project.

~~"Vacation Rental Agency" is any real estate company, or other entity, or group of entities and/or individuals, that employs or has associated with it in any way, any two or more Vacation Rental Agent(s), or is used for purposes of advertising two or more Vacation Rentals, managing two or more Vacation Rentals, providing booking services for two or more Vacation Rentals, purchasing or otherwise obtaining insurance for two or more Vacation Rentals or two or more Vacation Rental Agents. It is the intent of this definition to broadly include all entities or groups that provide services to two or more Vacation Rentals or Vacation Rental Agents.~~

~~"Vacation Rental Agent" is a person designated as a Vacation Rental Agent in accordance with the provisions of this chapter. The Vacation Rental Agent may also be the Vacation Rental Owner.~~

"Vacation Rental License" is a license granted pursuant this Article permitting the operation of a Vacation Rental.

“Vacation Rental Occupant” or “Occupant” is any individual who occupies a Vacation Rental for any length of time as the result of such Vacation Rental being rented to such individual or to the individual’s family member(s), friend(s), or companion(s).

"Vacation Rental Owner" is the owner of the Primary Residence.

#### Sec. 7-51. – Penalties and Enforcement.

(a) *Transitory Violations.* For Transitory Violations as defined herein, the Vacation Rental Owner, the Vacation Rental Agent, and/or the offending Vacation Rental Occupant(s), as applicable and without limitation, may each be deemed to be a "violation" as that term is used in Article III of Chapter 7 of the Code of Ordinances of the City of Belle Isle, and may be punished as follows. Each individual Transitory Violation shall constitute a separate and distinct violation, and if the Transitory Violation continues for more than one day, each day that the violation continues will be considered a separate and distinct violation. Any Transitory Violation may be punished by citation, as provided in the Belle Isle City Code and/or Chapter 162 of the Florida Statutes, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental License as provided hereinafter, for the third offense.

(b) *Continuing Violations.* For Continuing Violations as defined herein, the Vacation Rental Owner, the Vacation Rental Agent, and/or the offending Vacation Rental Occupant(s), as applicable and without limitation, may each be deemed to be a "violation" as that term is used in Article III of Chapter 7 of the Code of Ordinances of the City of Belle Isle, and may be punished as follows. Each day a violation exists shall constitute a separate and distinct violation. Continuing Violations may be punished by citation, as provided in the Belle Isle City Code and/or Chapter 162 of the Florida Statutes, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; or through the Code Enforcement Magistrate procedure as provided under the Belle Isle City Code; provided, however, such violations shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental License as provided hereinafter, for the third offense.

(c) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this Article shall also be subject to all the enforcement methods and penalties that may be imposed or available for the violation of ordinances of the city as provided in Article III of Chapter 7 of the Code of Ordinances of the City of Belle Isle, any other applicable provision of the Code of Ordinances, or as provided by state statute. Nothing contained herein shall prevent the City of Belle Isle from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law. A violation of this code of ordinances shall also mean and refer to any specified criminal offense as set forth in chapters 775 through 896, Florida Statutes.

~~(d) Suspensions of license.~~

~~(1) — In addition to any fines and any other remedies described herein or provided for by law, the City of Belle Isle shall suspend a Vacation Rental License upon a third violation of this Article in any continuous 12 month period. Such suspension of a Vacation Rental License shall be for a period of one year, and shall begin following notice, commencing either at the end of the current vacation rental lease period, or after thirty (30) calendar days, whichever is less.~~

~~(2) — For violations of Subsections 7-93 or violations of the Florida Building Code, or Florida Fire Code or Life Safety Code, a Vacation Rental License shall be subject to temporary suspension starting immediately three (3) working days after citation for such violation if it is not corrected, re-inspected, and found in compliance. Such suspension shall remain in place until corrected, re-inspected, and found in compliance.~~

~~(e) — For all purposes under this Article, service of notice on the Vacation Rental Owner(s) and Vacation Rental Occupant(s) may be made at any time. Further, service on the Vacation Rental Agent shall be deemed service of notice on the applicable Vacation Rental Agent, Vacation Rental Owner(s), the Vacation Rental Agency with which such Vacation Rental Agent is associated, and Occupant(s).~~

~~(f) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental License.~~

Sec. 7-52. – Responsibilities of Departments.

The ultimate responsibility for the administration of this Article is vested in the City Council. The City Manager or his or her authorized designee is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental Licenses for proposed and existing Vacation Rentals as set forth in this Article. Additionally, the City Manager or his or her authorized designee is responsible for inspecting any proposed or existing Vacation Rental in order to ascertain compliance with this Article, and all applicable building codes, fire and life safety codes, statutes, ordinances and regulations.

Sec. 7-53. – Appeals

Any decision of the City Manager or his or her authorized designee relating to the grant, denial, renewal, modification, or suspension of a Vacation Rental License under this Article shall be rendered in writing, and such written decision may be appealed to the City Council if a notice by the applicant is filed with the City Clerk within ten (10) days after the written decision is issued. The City Clerk shall place the matter on the agenda of an upcoming meeting of the City Council, at which the application and related materials will be reviewed, and a determination to uphold, overturn, or modify the written decision may be made. The review and decision of the

City Council is not a de novo review and should be based on the application and matters submitted, considered, and pursuant to which the challenged decision was made. The decision of the City Council shall be final and shall be rendered in writing in appealable form. Such final decision may be reviewed as permitted under Florida law.

Sec. 7-54. – Notice.

Any notice required under this Article shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the ~~Vacation Rental Agent~~property owner set forth on documents filed with the City of Belle Isle under this Article, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the ~~Vacation Rental Agent~~property owner.

Sec. 7-55. – Immunity from prosecution.

The City of Belle Isle, the City Council, the Mayor, the City Commissioners, and any of the City's departments or agents, and any law enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon a Vacation Rental while acting within the scope of this Article.

Sec. 7-56. – Construction of Article.

(a) This Article shall be liberally construed to accomplish its purpose of regulating Vacation Rentals, protecting the residential character of Belle Isle, the health, safety, and general welfare of its residents and visitors, and the quiet enjoyment by Belle Isle's residents of their residential property.

(b) Neither this Article nor any provision contained herein shall be construed to override, repeal, waive, eliminate, suspend, or in any way invalidate or make ineffective the prohibition on short-term rentals provided for in Section 7-30 of the City Code, and such provision remains in full force and effect and shall continue to apply without interruption to the extent that a vacation rental or short-term rental is not allowed under this Article.

DIVISION II. – VACATION RENTAL LICENSE.

Sec. 7-57. - License required.

After the effective date of the passage of this Ordinance, an active Vacation Rental License shall be required to operate a Vacation Rental within the City of Belle Isle. After the effective date, only Vacation Rentals holding an active Vacation Rental License issued by the City of Belle Isle may operate within the City. The Vacation Rental License shall not be issued by the City of Belle Isle under this Article unless the building in which the Vacation Rental is or will be located is in full compliance with this Article. ~~the appropriate portions of the Florida Building Code, and the Florida Fire and Life Safety Codes. A separate Vacation Rental License shall be required for each Vacation Rental.~~ No person operating a Vacation Rental prior to the adoption

of this Ordinance has any pre-existing rights under this Article or otherwise to continue operating such Vacation Rental without obtaining a Vacation Rental License under this Article.

Sec. 7-58. - Permitted by HOA.

Prior to the application for a Vacation Rental License—: If a residential property is within a homeowners association (HOA), the homeowner should check whether there are further limitations on the use of the property through their particular HOA's private Codes, Covenants and Restrictions (CC&R's). The resident shall ~~get approval from~~ notify the HOA in writing ~~of the property owner's intent to apply for a Vacation Rental License~~ prior to applying for a license. The written ~~authorization notification to of~~ the HOA shall be included with the City application.

Sec. 7-59. —Application for Vacation Rental license.d

(a) —A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental License shall demonstrate compliance with the standards and requirements set forth in this Article through the following submittals:

(1) A completed Vacation Rental License application form.

(2) Payment of applicable fees.

(3) A copy of the Vacation Rental's current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation if the applicant has such license. Pursuant to Section 166.033, Florida Statutes, the City may process and issue a Vacation Rental License before the issuance of that state license; provided, however, that the Vacation Rental may not operate prior to receiving such state license if required by law.

(4) —A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue. Pursuant to Section 166.033, Florida Statutes, the City may process and issue a Vacation Rental License before the issuance of that state certificate of registration; provided, however, that the Vacation Rental may not operate prior to receiving such state certification of registration.

(5) —Copy of the letter from the applicant to the HOA informing the HOA of the application. HOA authorizing the residence to be a vacation rental.

(6) —Evidence of the Vacation Rental's current and active account with the Orange County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Orange County Tax Collector. Pursuant to Section 166.033, Florida Statutes, the City may process and issue a Vacation Rental License before the establishment of such account; provided,

~~however, that the Vacation Rental may not operate prior to the establishment of such account if required by law.~~

~~(7) A copy of the current Certificate of Occupancy for the building in which the vacation rental is or will be located. The City shall check to ensure that the current Certificate of Occupancy indicates an occupancy pursuant to Section 310.01 of the Florida Building Code of R-1 for the building planned to be used as a Vacation Rental. In the event the current Certificate of Occupancy is for an occupancy other than R-1, the applicant must apply to the City of Belle Isle for a Change of Use to R-1 pursuant to the Florida Building Code prior to the issuance of a Vacation Rental License.~~

~~(8) Exterior site sketch. An exterior sketch of the Vacation Rental facility shall be provided, demonstrating compliance with the standards and requirements set forth in this Article. The sketch provided shall be drawn to scale, and shall show and identify all structures, pools, spas, hot tubs, fencing, and uses, including areas provided for off street parking and trash collection. For purposes of the sketch, off street parking spaces shall be delineated so as to enable a fixed count of the number of spaces provided.~~

~~(9) Interior building sketch by floor. A building sketch by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this Article. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, fire extinguishers and exit signage/lighting.~~

~~(10) Certification from Certified Building Official that the building is in compliance with Florida Building Codes and Florida Life Safety Codes.~~

~~(b) Incomplete applications will not be accepted, but will be returned with a notation of what items are missing. Any fees, minus a \$50 processing fee, submitted as part of the application will be returned to the applicant.~~

~~(c) Vacation Rental License applications shall be sworn to under penalty of perjury, and false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.~~

#### Sec. 7-80. Modification of Vacation Rental License.

An application for modification of a Vacation Rental License shall be required in the event that any of the following changes to the Vacation Rental are proposed:

- (1) An increase in the gross square footage of the Vacation Rental.
- (2) An increase in the number of bedrooms in the Vacation Rental.
- (3) An increase in the maximum occupancy of the Vacation Rental.

(4) An increase in the number of parking spaces, or a change in the location of parking spaces for the Vacation Rental.

(5) An increase in the number of bathrooms in the Vacation Rental.

(6) Any other material modifications that would increase the intensity of use of the Vacation Rental.

Sec.7-81. - Duration of Vacation Rental License.

A Vacation Rental License shall be valid for two (2) years after the date of issuance.

Sec. 7-82. - Renewal of Vacation Rental License.

A Vacation Rental Owner must apply for a renewal of the Vacation Rental License no later than sixty (60) days prior to the expiration date of the previous Vacation Rental License. It is the responsibility of the Vacation Rental Owner to know when the renewal period is.

Sec. 7-83. - Initial and Periodic Compliance Inspections of Vacation Rentals.

(a) Inspection of a Vacation Rental to verify compliance with this Article, ~~the Florida Building Code,~~ and the Florida Fire and Life Safety Codes, shall be required prior to issuance of an initial Vacation Rental License. If instances of noncompliance with the standards and requirements set forth in this Article are found, all such instances of noncompliance shall be corrected and the Vacation Rental shall be re-inspected prior to the issuance of an initial Vacation Rental License.

(b) Once a Vacation Rental License is issued for a Vacation Rental, such Vacation Rental shall be properly maintained in accordance with the standards and requirements set forth in this Article. The City may establish a schedule to re-inspect such Vacation Rental as to ensure compliance with the standards and requirements set forth in this Article and the Belle Isle Code of Ordinances. All violations of this Article or the Belle Isle Code of Ordinances identified in such inspection shall be corrected and re-inspected within 30 calendar days after the issuance of a notice of violation, with the exception of life safety violations, which must be corrected within ~~the earlier of three (3) working days, or the start of the next rental period.~~ Failure to correct such violations within the timeframes provided shall result in the suspension of the Vacation Rental License until such time that the violations are corrected, re-inspected, and found in compliance.

(c) The City may inspect a Vacation Rental at any time upon reasonable notice to the Vacation Rental ~~Agent~~Owner. ~~Inspections shall be made by appointment with the Vacation Rental Agent.~~ If a City inspector has made an appointment with Vacation Rental ~~Agent~~ Owner for an inspection, and the City inspector is unable to complete the inspection as a result of an action or inaction of the ~~Vacation Rental Agent,~~ Vacation Rental Owner, ~~or an occupant of the Vacation Rental,~~ the Vacation Rental shall be charged a "re-inspection" fee in an amount set by resolution of the City Council to cover the inspection expense incurred. The re-inspection fee shall be paid prior to scheduling the re-inspection.



(d) If, after two attempts, a City inspector is unable to complete an inspection of a Vacation Rental as a result of an action or inaction of the ~~Vacation Rental Agent~~, Vacation Rental Owner, ~~or an occupant of the Vacation Rental, the City inspector shall provide notice of failure of inspection to the Vacation Rental Agent at the address shown on the Vacation Rental License or application for Vacation Rental License. With respect to an application for a Vacation Rental License, such notice of failure of inspection shall constitute a basis for the denial of the Vacation Rental License. With respect to an active Vacation Rental License, such notice of failure of inspection shall result in the suspension of the Vacation Rental License shall be suspended until~~ such time that the Vacation Rental is inspected and found in compliance.

Sec. 7-84. - Vacation Rental License non-transferable, non-assignable.

Vacation Rental Licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental License as to that Vacation Rental shall be null and void upon the sale or transfer.

Sec. 7-85. Vested Rights/Waiver/Estoppel

The issuance of a Vacation Rental License shall not be construed to establish any vested rights or entitle the license holder to any rights under the theory of estoppel. Issuance of a Vacation Rental License shall not be construed as a waiver of any other requirements contained within the City of Belle Isle City Code or Comprehensive Plan, and is not an approval of any other code requirement outside this Article. The receipt of a Vacation Rental License is not an approval of a use or activity that would otherwise be illegal under Florida law, the Florida Building Code, the Florida Fire Code or Life Safety Code, or in violation of the Belle Isle City Code or Comprehensive Plan.

DIVISION III. VACATION RENTAL ~~AGENT~~TOWNER.

~~Sec. 7-86. Designation, application.~~

~~(a) Prior to the issuance, modification or renewal of a Vacation Rental License, the Vacation Rental Owner shall designate a Vacation Rental Agent on the Vacation Rental License application. In order to designate a Vacation Rental Agent, the Vacation Rental Owner and Vacation Rental Agent shall complete documentation as prescribed by the City of Belle Isle that includes the following:~~

~~(1) Designation of Vacation Rental Agent by Vacation Rental Owner; The Vacation Rental Owner may be the Vacation Rental Agent~~

~~(2) Vacation Rental Agent's full name, home and business addresses, home telephone number, business telephone number, cellular phone telephone number, facsimile machine~~

~~phone number, and e-mail address, together with copies of the Vacation Rental Agent's Florida Driver's License, and proof of professional licensure, if any.~~

~~(3) — Certificate on a form prescribed by the City certifying that the Vacation Rental Agent meets the qualifications of a Vacation Rental Agent as set forth herein; that he or she has read the Vacation Rental Article in full and certifies that he or she meets the qualifications of a Vacation Rental Agent and agrees to perform the duties of a Vacation Rental Agent as set forth herein; that he or she agrees to be bound by the requirements, conditions, and penalties for Vacation Rental Agents as set forth herein; and that in the event he or she no longer has the qualifications, or is unable or unwilling to fulfill the role of Vacation Rental Agent, he or she will immediately so notify the City of Belle Isle and the owner of the Vacation Rental.~~

~~(4) — A document prescribed by the City of Belle Isle, and signed under oath before a notary public, by both the Vacation Rental Owner and the Vacation Rental Agent, agreeing to, jointly and severally, indemnify, defend, save and hold harmless the City of Belle Isle, and its elected officials, officers, agents, and employees, from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), as a result, directly or indirectly, of any matter relating to the application for Vacation Rental License, the Vacation Rental License, actions or inactions of the Vacation Rental Owner, actions or inactions of the Vacation Rental Agent, actions of any Vacation Rental Occupants, tenants, guests, or invitees, or the operation or use of the Vacation Rental.~~

~~(5) — Proof of insurance held by the Vacation Rental Agent as required herein.~~

~~(6) — Proof of compliance with all Vacation Rental Agent requirements as provided herein.~~

~~(7) — If the Vacation Rental Agent is associated in any way with a Vacation Rental Agency, such association shall be disclosed, along with the name, address, phone number, and e-mail address of such Vacation Rental Agency.~~

~~(b) — A Vacation Rental Owner may change his or her designation of a Vacation Rental Agent temporarily or permanently; however, there shall only be one Vacation Rental Agent for each Vacation Rental at any given time. The method to change the designated Vacation Rental Agent is the same as the method set forth hereinabove for the initial designation of Vacation Rental Agent.~~

~~(c) — Any notice of violation or legal process which has been delivered or served upon the previous Vacation Rental Agent, prior to the appointment of a subsequent Vacation Rental Agent, shall be deemed effective notice for all purposes.~~

~~(d) — A Vacation Rental Agent may serve as Vacation Rental Agent for more than one Vacation Rental, but a separate designation of Vacation Rental Agent and applicable documentation must be submitted as to each Vacation Rental.~~

Sec. 7-87. — Insurance for Vacation Rental Agent.

(a) — Vacation Rental Agent, at his or her own cost and expense, shall have in force at all times, and as a condition of being appointed a Vacation Rental Agent, insurance from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance reasonably approved by the City of Belle Isle as follows:

(1) — Commercial General Liability Insurance insuring the Vacation Rental Agent against liability arising from his or her actions in the capacity as Vacation Rental Agent and all actions incidental thereto. Vacation Rental Agent shall list and endorse the City of Belle Isle as an additional insured under the general liability policy. Except as otherwise agreed in writing by the City, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 00 01) without any restrictive endorsements, and the City shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts by an umbrella or excess policy) shall be available at all times and shall be:

\$1,000,000 General Aggregate

\$1,000,000 Products Liability/Completed Operation Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

The General Liability policy is to contain or be endorsed to name the City of Belle Isle, its elected officials, officers, officials and employees as additional insureds as respects to the liability arising out of the activities performed as the Vacation Rental Agent. Such coverage shall be primary to the extent of the Vacation Rental Agent's negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver.

(2) Worker's Compensation Insurance, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. If the Vacation Rental Agent is exempt from Worker's Compensation Insurance, the Vacation Rental Agent shall supply documentation sufficient to prove such exemption. The minimum amount provided by an umbrella or excess policy shall be:

Part One "Statutory" requirements

Part Two \$500,000 Each Accident

\$500,000 Disease Policy Limit

\$500,000 Disease Each Employee

(3) — Automobile Liability Insurance on a form no more restrictive than that provided by Section II (Liability Coverage) of the Standard Business Auto Policy (ISO Form CA 00

~~01) and shall cover User owned, non-owned, and hired autos used in any manner or incidental to the duties of the Vacation Rental Agent. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per each Occurrence Bodily Injury and Property Damage Combined.~~

~~(b) The required insurance shall be evidenced by a certificate of insurance which must be submitted to the City of Belle Isle prior to the appointment of the Vacation Rental Agent. A copy of all notices, from all insurance companies providing coverage, directly or indirectly related to the insurance required hereunder, must be provided to the City of Belle Isle within five (5) days of receipt. All insurance companies shall be instructed in writing by the Vacation Rental Agent to provide thirty (30) days' notice of any cancellation to the City. Failure to comply with this requirement shall render this designation of Vacation Rental Agent null and void, and Vacation Rental Owner shall be required to designate another Vacation Rental Agent. The Vacation Rental Agent shall provide the City with renewal or replacement evidence of insurance at least ten (10) days prior to expiration or termination of such insurance.~~

~~Sec. 7-88. Vacation Rental Agent's qualifications.~~

~~All Vacation Rental Agents shall be twenty one (21) years of age or older with a valid Florida Driver's License, and must not be a registered sex offender. The Vacation Rental Owner may serve as the Vacation Rental Agent, but only if such Vacation Rental Owner otherwise meets the qualifications of, and is able to fulfill the duties of, a Vacation Rental Agent as provided herein. In addition, the Vacation Rental Agent must either customarily be present at a business location within Orange County for the purposes of transacting business; or have his or her permanent residence within Orange County. If the Vacation Rental Owner serves as the Vacation Rental Agent, the Vacation Rental Owner must reside on the property at all times that the Vacation Rental Property is occupied by the Vacation Rental Occupants (guests).~~

~~Sec. 7-89. - Duties of Vacation Rental Agent~~Owner.

~~Every Vacation Rental Agent~~Owner shall:

~~(a) Be available by landline or mobile telephone answered by the Vacation Rental Agent~~Owner at the listed phone number 24-hours a day, seven days a week to handle any problems arising from the Vacation Rental; and

~~(b) Be willing and able to be physically present at the Vacation Rental within thirty (30) minutes following notification from a Vacation Rental Occupant, the Vacation Rental Owner, law enforcement officer, emergency personnel, or the City of Belle Isle for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and~~

~~(c) Conduct an on-site inspection of the Vacation Rental no less often than weekly to assure continued compliance with the requirements of this Article.~~

~~(d) If the Vacation Rental Owner serves as the Vacation Rental Agent, the~~ The Vacation Rental Owner must reside on the property at all times that the Vacation Rental Property is occupied by the Vacation Rental Occupants (guests).

~~Sec. 7-90. Suspension of Vacation Rental Agent/Agency.~~

~~(a) If a Vacation Rental Agent has received an aggregate total of three (3) Unresolved Violations for the Vacation Rentals the Vacation Rental Agent manages, within a continuous twelve (12) month period, the Vacation Rental Agent shall lose the ability to act as a Vacation Rental Agent in the City of Belle Isle for a period of twenty four (24) months. In that event, the Vacation Rental Agent, and all Vacation Rental Owners of Vacation Rentals that he or she manages, shall be notified by the City of Belle Isle that he or she has been removed as the Vacation Rental Agent for all Vacation Rentals managed. If the Vacation Rental Agent so removed is associated with a Vacation Rental Agency, no employee or associate of that Vacation Rental Agency may be a Vacation Rental Agent for the particular Vacation Rentals that had formerly been managed by the removed Vacation Rental Agent for a period of twenty four (24) months. All Vacation Rental Licenses associated with the removed Vacation Rental Agent shall be suspended until new Vacation Rental Agents are appointed by the relevant Vacation Rental Owners.~~

~~(b) If Vacation Rental Agents associated with a particular Vacation Rental Agency collectively receive an aggregate total of ten (10) Unresolved Violations for the Vacation Rentals the Vacation Rental Agents associated with the Vacation Rental Agency manage, within a continuous twelve (12) month period, all Vacation Rental Agents associated with that Vacation Rental Agency shall lose their ability to act as Vacation Rental Agents in the City of Belle Isle for a period of twenty four (24) months. In that event, the Vacation Rental Agents associated with the Vacation Rental Agency, and all Vacation Rental Owners of Vacation Rentals managed by those Vacation Rental Agents shall be notified by the City of Belle Isle that their Vacation Rental Agent has been removed as the Vacation Rental Agent for all Vacation Rentals managed. All Vacation Rental Licenses associated with the removed Vacation Rental Agents shall be suspended until new Vacation Rental Agents are appointed by the relevant Vacation Rental Owners.~~

~~(c) For purposes of this section, an Unresolved Violation shall mean any time the Vacation Rental Agent does not comply with the specific duties of the Vacation Rental Agent as set forth in this Article, and any time, in the reasonable determination of the City Manager or his or her designee, violations relating to the Vacation Rentals managed by the Vacation Rental Agent are the result of negligent or intentional actions or inactions of the Vacation Rental Agent, such as, but not limited to, knowingly allowing more Occupants than allowed in a Vacation Rental, or not appropriately preventing or mitigating violations of this Article by Occupants of the Vacation Rental.~~

DIVISION 4. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

Sec. 7-91. - Generally

The standards and requirements set forth in the Article shall apply to the rental, use, and occupancy of Vacation Rentals in the City of Belle Isle.

Sec. 7-92. - Owner-Occupied.

All Vacation Rentals in the City of Belle Isle shall be owner-occupied, as such term is defined under Section 7-50 of this Article. A Vacation Rental shall not be considered owner-occupied if not occupied by one of the primary residents for a period longer than ~~twelve-twenty-four~~ hours while rented to a Vacation Rental Occupant.

Sec. 7-93. - Minimum safety and operational requirements.

Vacation Rentals in the City of Belle Isle shall meet the following minimum safety and operational requirements, and the applicable standards under the ~~Florida Statutes, Florida Building Code-Belle Isle Municipal Code~~ and the Florida Fire Code and Life Safety Code. ~~Whenever there is an inconsistency among the requirements of this section, the Florida Statutes, the Florida Building Code, or the Florida Fire Code and Life Safety Code, the most restrictive requirement shall apply.~~

(a) *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub offered or made available as an amenity at a Vacation Rental shall comply with the current standards of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes. ~~The Vacation Rental Agent shall cause the swimming pool drain system, any underwater lighting system, and the electrical pump system of such swimming pools, spas, and hot tubs to be inspected annually by an appropriately licensed technician. The Vacation Rental Agent shall maintain a concurrent log of such inspections, which shall be made available to the City for inspection upon request during normal business hours.~~

~~(b) *Swimming pool, spa and hot tub hours of use.* Swimming pools, spas and hot tubs offered or made available as an amenity at a Vacation Rental may only be used between the hours of 8:00 a.m. and 10:00 p.m.~~

~~(c) *Swimming pool, spa and hot tub screening.* In all Vacation Rentals located in any Residential District swimming pools, spas, and hot tubs shall be screened by a six foot, 100 percent opacity fence. Swimming pool equipment shall be separately screened on all open sides with a six foot 100 percent opacity fence constructed with acoustical material.~~

~~(db) *Bedrooms.* All bedrooms within a Vacation Rental shall meet the applicable requirements of the Florida Building Code, and~~ the Florida Fire Code and Life Safety Code.

~~(ec) *Smoke and carbon monoxide (CO) detection and notification system.* An interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be installed within the Vacation Rental and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code - Residential.~~

(d) Legible Address: The address of the Vacation Rental shall be large enough to see from the street and be made of a reflective material or lit so it can be read from the street at night.

(f) Fire extinguisher: A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor of a Vacation Rental. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

(g) Emergency egress maintenance and lighting: Halls, entrances and stairways within a Vacation Rental shall be clean, ventilated and well lighted day and night. Hall and stair runners shall be kept in good condition. Rails shall be installed on all stairways and around all porches and steps.

(h) Local phone service: At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.

Sec. 7-94. - Maximum occupancy based on site capacity limitations.

The maximum occupancy of a Vacation Rental shall be limited to the lesser of:

(1) Two persons per bedroom within the Vacation Rental (counting only those rooms that satisfy the definition of bedroom under this Article). There will be a maximum of two bedrooms per Vacation Rental.

(2) A total of six occupants per Vacation Rental, inclusive of day guests.

(3) In the event there is more than one building or dwelling on one ~~platted~~ lot, the maximum occupancy shall be capped at the lesser of six occupants per lot, or two persons per bedroom, regardless of the building in which such bedroom(s) are located.

Sec. 7-95. Parking standards.

In all Vacation Rentals located in a residential zoning district, the following parking standards shall apply. There shall be one off-street parking space for each bedroom in a Vacation Rental. One such required parking space for each Vacation Rental shall be in a garage or carport. Recreational vehicles and accessory trailers shall only be permitted in driveways, or other parking areas specifically designated for such use by the City. No recreational vehicle or any other motor vehicle parked on the premises of a Vacation Rental shall be used for sleeping. Parking spaces shall not be tandem. Neither on- street parking nor parking within the right-of-way shall be permitted for use by Vacation Rentals or Occupants.

~~Sec. 7-96. Solid waste handling and containment.~~

~~In all Vacation Rentals located in a residential zoning district, the following standards shall apply. The owner of the owner occupied property shall be responsible for all solid waste and trash removal of their guests. One trash storage container shall be provided per three occupants or fraction thereof, calculated based upon the maximum occupancy of the Vacation Rental. Trash~~

~~storage containers shall be screened with a six foot fence, with an opening for container removal. The Vacation Rental shall contract with the waste management provider for side door pick up service. Notice of side door pick up and the times and regulations thereof shall be posted by the main entrance of the Vacation Rental.~~

Sec. 7-97. ~~Quiet hours and pool hours.~~Noise and Light

~~Quiet hours~~Noise and light for Vacation Rentals shall be regulated by Section 10-61 to 10-69 of the Belle Isle Municipal Code. ~~from 10:00 p.m. to 8:00a.m. daily. Swimming pool, spa and hot tub use on the premises of a Vacation Rental is limited to the hours of 8:00 a.m. to 10:00 p.m. daily. During quiet hours, n~~No excessive or boisterous noise, ~~or amplified sound, or birght light~~ extending beyond the lot or parcel line is permitted.

Sec. 7-98. Violations of other legal provisions.

No person shall allow the occupancy or use any portion of a structure as a Vacation Rental if the structure or its use is in violation of or inconsistent with any applicable zoning, comprehensive planning, building, housing, density, life safety, utility, public health, sanitary or fire code, ordinance, plan, statute, regulation, or rule. Such a violation shall also be considered a violation of this Article.

Sec. 7-99. Vacation Rental advertising.

Advertising of a Vacation Rental shall be consistent with the information contained within the Vacation Rental's Vacation Rental License. Such advertising shall conspicuously disclose the maximum occupancy of the Vacation Rental under this Chapter.

~~All Vacation Rental Owners will only beshould consider only advertising advertised on the commercial booking websites that advertise Vacation Rentals, such as AirBNB, vacationRentals.com, VRBO, misterBNB, etc. When advertising, the Vacation Rental Owner must display the City of Belle Isle permit number plainly on the site.~~

Sec. 7-100. Licensure as transient public lodging establishment.

A Vacation Rental shall at all times maintain a current and active license as a transient public lodging establishment with the Florida Department of Business and Professional Regulation, if ~~such is~~ required.

Sec. 7-101. Florida Department of Revenue certificate; Orange County Tax Collector account.

A Vacation Rental shall at all times maintain a current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue ~~if required~~. A Vacation Rental shall at all times maintain a current and active account with the Orange County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Orange County Tax Collector, ~~if required~~.



Sec. 7-102. Prohibition of occupancy ~~by registered sex offenders.~~

~~The Vacation Rental Owner A Vacation Rental shall not be rented to or occupied by a registered sex offender. The Vacation Rental Agent for each Vacation Rental shall have the affirmative duty to research, via third party information service, and document that vet each Occupant of a Vacation Rental is not a registered sex offender. Such documentation shall be maintained by the Vacation Rental Agent for a period of not less than three years after the stay of a given Occupant, and shall be made available to the City for inspection upon request during normal business hours.~~

~~Sec. 7-103. Vacation Rental agreements minimum provisions.~~

~~Vacation Rentals shall only be rented, leased or occupied pursuant to a written rental agreement which contains, at a minimum, the following information:~~

~~(1) Maximum occupancy of the Vacation Rental that is consistent with the Vacation Rental License.~~

~~(2) The name and ages of all Occupants; provided, however, the age of any Occupant over the age of 30 can be stated merely as "Adult".~~

~~(3) The license tag numbers for all vehicles that the Vacation Rental Occupant(s) will be parking at the Vacation Rental, with a total number not to exceed the number of off street parking spaces at the Vacation Rental as designated on the Vacation Rental License;~~

~~(4) The Occupant(s)' agreement to abide by all the requirements of this Article, and acknowledgement that his or her rights under the agreement may not be transferred or assigned in whole or in part to anyone else without a new agreement being entered into between the new Occupant(s) and the Vacation Rental Owner; and~~

~~(5) The Occupant(s)' acknowledgement and agreement that violation of the agreement or this Article may result in immediate termination of the agreement and eviction from the Vacation Rental by the Vacation Rental Owner or Vacation Rental Agent, and potential liability for payment of fines levied by the City.~~

~~(6) The permitted off street parking locations where Occupants may park according to the Vacation Rental License sketch.~~

~~(7) A statement that all Occupants must promptly evacuate from the Vacation Rental upon posting of any evacuation order issued by state or local authorities.~~

~~(8) Consent to the reasonable entry by the City of Belle Isle inspectors into the Vacation Rental.~~

~~(9) A copy of the noise, quiet hours, pool hours, parking, and trash regulations.~~

~~Sec. 7-104. Required posting of Vacation Rental information:~~

~~(a) In each Vacation Rental, located on the back or next to the main entrance door there shall be posted as a single page the following information:~~

~~(1) The name, address and phone number of the Vacation Rental Agent (and Owner);~~

~~(2) The maximum occupancy of the Vacation Rental;~~

~~(3) Notice that quiet hours are to be observed between 10:00 p.m. and 8:00a.m. daily and that between these hours no excessive or boisterous noise or amplified sound extending beyond the lot or parcel line is permitted;~~

~~(4) Notice that swimming pool, spa and hot tub use on the premises of a Vacation Rental is limited to the hours of 8:00 a.m. to 10:00 p.m. daily;~~

~~(5) The maximum number of vehicles that can be parked at the Vacation Rental, along with a sketch of the location of the off street parking spaces;~~

~~(6) The days and times of trash pickup;~~

~~(7) The number to the City of Belle Isle Police phone; and~~

~~(8) The location of the nearest hospital;~~

~~(b) There shall be posted, next to the interior door of each bedroom a legible copy of the building evacuation map Minimum 8-112" by 11".~~

Sec. 7-105. Violation and Penalties.

(a) A person renting a property without a valid rental permit shall be in violation of the Belle Isle Municipal Code and shall be subject to a fine of up to ~~two hundred fifty dollars (\$250) for the first offense;~~ five hundred dollars (\$500) for each day ~~after the first offense that~~ the dwelling has been rented without a permit.

(b) Revocation of Registration. A short-term rental registration issued under the provisions of this Section may be revoked by the City Manager after notice and hearing as provided for in this Section, for any of the following reasons:

(1) Fraud, misrepresentation, or false statements contained in the application;

(2) Fraud, misrepresentation, or false statements made in the course of carrying on a short-term rental as regulated by this Section;

(3) Any violation of any provision of this Section or of any provision of this code;

(4) Any violation of any provision of federal, state or local laws.

(c) Revocation Hearing. Before revoking a short-term rental registration, the City Manager shall give the responsible host notice in writing of the proposed revocation and of the grounds thereunder, and also of the time and place at which the host will be given a reasonable opportunity to show cause why the registration should not be revoked. The notice may be served personally upon the host or may be mailed to the host at the last known address or at any address shown upon the application at least 10 days prior to the date of the hearing. Upon conclusion of the hearing the City Manager may, for the grounds set forth herein, revoke the registration.

(d) Appeal from Denial or Revocation of Registration. Any host whose application has been denied or registration has been revoked shall have the right to an administrative appeal before the City Council. An appeal shall be filed in writing on a form provided by the City stating the grounds therefor within 10 days of the decision. The City Council shall hold a hearing thereon within a reasonable time and the decision shall be final.

(fe) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental License.

(ef) Waiting Period. Any host whose registration has been denied or revoked shall be ineligible from applying for a new registration for a 24-month period.

~~(f) Records of Compliance. The host shall retain records documenting the compliance with these requirements for a period of three (3) years after each period of short term rental, including but not limited to records showing payment of transient occupancy taxes by a hosting platform on behalf of a host. Upon reasonable notice, the host shall provide any such documentation to City upon request for the purpose of inspection or audit to the City Manager or his/her designee.~~

~~(g) Penalties. For violations of this Article, the following penalties will be imposed in addition to the fines described above:~~

~~(1) For the first violation within a twelve month period, the penalty shall be a warning notice.~~

~~(2) For the second violation within a twelve month period, the penalty shall be a suspension of the permit for thirty days.~~

~~(3) For the third violation within a twelve month period, the penalty shall be a suspension of the permit for ninety days.~~

~~(4) For the fourth violation within a twelve month period, the penalty shall be a revocation of the permit.~~

(g) Penalties. For violations of this Article, the penalties outlined in Section 7-51 will be imposed.

**Sec. 7-106. Sunset**

- (a) This ordinance shall sunset 364 days after enactment unless it is extended by an ordinance adopted by the City Council prior to the sunset period.
- (b) The City Staff will present a report to the City Council three (3) months prior to the expiration date of this ordinance. The report will provide data on the affects that this ordinance has on the City.
- (c) After the presentation of the report, the City Council will adopt a permanent ordinance or allow this ordinance to sunset. If the ordinance is allowed to sunset, vacation rentals will be prohibited in the City of Belle Isle.

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

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

**SECTION 5. PRESERVATION OF CODE SECTION 7-30.** This Ordinance and the City Code amendments effected hereby shall not be construed to override, repeal, waive, eliminate, suspend, recede from, or in any way invalidate or make ineffective the prohibition on short-term rentals provided for in Ordinance No. 08-03 creating Section 7-30 of the City Code, and such provision remains in full force and effect and shall continue to apply without interruption to the extent that a vacation rental or short-term rental is not allowed under the new Article III, Chapter 7 of the City Code created by this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

**FIRST READING:** \_\_\_\_\_, 2018

**SECOND READING:** \_\_\_\_\_, 2018

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_  
Lydia Pisano, Mayor

ATTEST:

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

Date

S:\DL\Clients\Belle Isle, City of\General B900-29001\Vacation (Short Term) Rentals\Ordinance re vacation rentals [CLEAN 6-14-18].docx



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

**Meeting Date:** August 21, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Interlocal Agreement with OC Fire Department for Emergency Services

**Background:** The current contract with the OCFD is set to expire at the end of September. The City Manager negotiated a new contract with the Fire Department. After reviewing the agreement, the City Attorney is requesting some changes with OCFD that are primarily aimed at the provisions of the Agreement requiring the City to adopt certain City Code amendments authorizing the County to enforce its Fire Prevention Code within the City. Those requested changes should fix this issue while preserving the substance of the Agreement and the negotiated terms for payment. This agreement will be a 10-year agreement with no change in the cost formula. For reference, the City of Edgewood also is negotiating these same terms.

**Staff Recommendation:** Approve the Interlocal Agreement.

**Suggested Motion:** If no changes are made to the draft, the motion would be: **I move that we approve the Interlocal Agreement with OCFD for providing emergency services to Belle Isle.**

**Alternatives:** None.

**Fiscal Impact:** Approximately \$1.5 million annually based on the formula provided in the Agreement.

**Attachments:** Draft Agreement (redline and clean)

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**INTERLOCAL AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CITY OF BELLE ISLE, FLORIDA**

*regarding*

**ORANGE COUNTY’S PROVISION OF FIRE PREVENTION AND RESCUE SERVICES  
FOR THE CITY OF BELLE ISLE, FLORIDA**

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**THIS INTERLOCAL AGREEMENT** (“Agreement”), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801(the “County”), and the **CITY OF BELLE ISLE, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 1600 Nela Avenue, Belle Isle, Florida 32809 (the “City”). The County and the City may be referred to herein individually as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, this Agreement is entered into pursuant to the home-rule powers granted to the County and the City under the Constitution and laws of the State of Florida, including expressly, but not limited to, the powers granted under the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes; and

**WHEREAS**, the boundaries of the County and the City are adjacent; and

**WHEREAS**, pursuant to an agreement entered into on February 7, 1983, the City transferred to the County the responsibility of providing fire prevention and rescue services to the residents and properties residing within the City’s territorial limits; and

**WHEREAS**, the City believes that the County’s continued provision of fire prevention and rescue services to the residents and properties residing within the City’s territorial limits will benefit the public and ensure the continued provision of adequate levels of service to the City areas that are presently served; and

**WHEREAS**, the County recognizes the public benefit of its continued provision of fire prevention and rescue services to the residents and properties residing within the City’s territorial limits.

**NOW, THEREFORE,** in consideration of the mutual promises, terms, and conditions contained herein, and good and valuable consideration that by execution of this Agreement the parties affirm receipt thereof, it is agreed by and between the County and the City as follows:

**Section 1. Recitals Incorporated.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.

**Section 2. Contract Area.** The “Contract Area” shall be defined as the area within the territorial limits of the City.

**Section 3. Adoption of the County’s Fire Prevention Code.**

A. By executing this Agreement, the City agrees to consider doing the following by ordinance:

1. Adopt the same edition of the Florida Fire Prevention Code as the County, the County’s amendments thereto, and any additional fire protection and prevention codes that are adopted by the County (collectively, the “County Fire Prevention Code”); and
2. Designate the County Fire Marshal as the “authority having jurisdiction” in regards to the County Fire Prevention Code for the Contract Area.

B. The County shall provide notice to the City Manager no later than thirty (30) days following any amendments that the County has made to the County Fire Prevention Code.

C. The County shall have no obligation to enforce or administer any codes that the City adopts that are additional or different than those found within the County Fire Prevention Code.

D. Failure by the City to amend its municipal code as described in this Section, or to keep its municipal code as described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 4. Code Enforcement Officer Designation.**

A. By executing this Agreement, the City agrees to consider doing the following by ordinance:

1. Appoint and designate the County’s fire inspectors as City Code Enforcement Officers who are authorized agents of the City for the purposes of enforcement and compliance with the County’s Fire Prevention Code. This authority shall specifically include, but shall not be limited to:
  - a. Inspection of buildings, lands, and premises, except for single-family dwellings and the usual appurtenances thereto;



- b. Issuance of notices of violations and other appropriate warnings to those who are in violation of the County's Fire Prevention Code; and
- c. Review and approval of building and subdivision plans related to applicable requirements of the County Fire Prevention Code.

B. Failure by the City to amend its municipal code as described in this Section, or to keep its municipal code as described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 5. The Obligations of the Parties.**

A. The County shall:

- 1. Provide fire prevention and rescue services to all persons and property within the areas of the City that lie within the Contract Area that include, but are not limited to:
  - a. Fire Suppression;
  - b. EMS First Response;
  - c. EMS Transport;
  - d. Fire plans review, permitting, and fire inspection services; and
  - e. Any other non-law enforcement emergency services that the County provides to properties and persons located within the County's jurisdictional limits.
- 2. Provide such services at the same level of quality and timeliness as is provided in other parts of the County, without differentiation or discrimination toward any areas in the Contract Area.

B. The City shall:

- 1. Assume no liability for the payment of salary, wages, or other compensation or entitlements to officers, agents, or employees of the County performing services hereunder provided in the Agreement.
- 2. Abide by the established permitting procedures, inspection requirements, and administrative policies of the County as are necessary for the County to enforce the County Fire Prevention Code within the City.

**Section 6. Payment.**

A. Commencing immediately upon execution of this Agreement and continuing on an annual basis thereafter:

- 1. The City shall pay to the County for the services provided hereunder a sum determined by applying the millage levied in the Urban Fire Protection and

Emergency Medical Services municipal service taxing unit, existing in Orange County, to the ad valorem tax assessment roll covering real property within the municipal limits of the City multiplied by ninety-two and one half percent (92.5%) of said sum. Said sums shall be remitted in two (2) installments, each representing one half of the sum owed by City to County for a given service (Fiscal) year, on or before December 15th and March 15th of each year this Agreement is in effect.

2. The County shall invoice City for the amount payable under the formula found in this Section for the then-current fiscal year.

#### **Section 7. Permitting Procedures.**

A. By executing this Agreement, the City agrees to consider doing the following by ordinance:

1. Adopt the County's permitting process for matters regarding the County Fire Prevention Code; and
2. Grant exclusive jurisdiction to the County regarding inspection, permit review, and permit approval regarding the County Fire Prevention Code for all City construction and subdivision projects.

B. The County shall, upon receipt of the materials described in this Section, complete the following actions in so far as they are applicable to the administration and enforcement of the County Fire Prevention Code:

1. Review plans;
2. Collect permit fees;
3. Issue permits; and
4. Perform inspections.

C. To accomplish the aims of this Section, the following procedures shall be followed:

1. The County shall collect all County Fire Prevention Code permitting fees from permit applicants for the Contract Area at the same rates as charged for such services in the unincorporated areas of the County.
2. All fees related to fire permitting shall be retained by the County and used to defray the costs incurred in performing the administrative and enforcement services described in this Agreement.

3. The City shall follow its normal review and approval process for permit applications and site plan review regarding compliance with its zoning ordinances, land development codes, and other applicable local and state requirements, including, but not limited to, landscaping, parking, storm water management, utilities, driveways, and sidewalks, and all matters other than permitting under the County Fire Prevention Code.
  4. **Submittal of Plans for Review by the County.**
    - a. The following shall be submitted to the County, and approved by the County, prior to the commencement of work: (i) construction-related permit applications and associated construction-related site plans that require review for compliance with the County Fire Prevention Code; and (ii) all subdivision plans.
    - b. Developers shall be directed to submit the above-stated plans and other relevant documents electronically to: [https://www.mobile-eyes.com/PA\\_Index.asp?Submit=Logon](https://www.mobile-eyes.com/PA_Index.asp?Submit=Logon). Once the plans are uploaded, the County will be notified of the submittal and accept them for review.
    - c. If the plans cannot be submitted electronically, they can be hand-delivered to: 7079 University Boulevard, Winter Park, Florida 32792.
  5. **County Review Timeline.** The County shall review all plans submitted that are from the Contract Area within the same timeline as is required by the County for unincorporated areas. As of the execution of this contract, and with the caveat that these times are subject to change should the County change its own requirements, those time lines are:
    - a. **New Construction Plans:** 21 days.
    - b. **Corrected Plans:** 14 days.
    - c. **Interior Alterations:** 7 days.
    - d. **Fire Protection Systems:** 10 days.
  6. Once the County issues the permits and provides the review required by the County Fire Protection Code, or provides its requisite approval for subdivision plans, the City shall follow its normal process for the issuance of building permits to applicants.
  7. The County shall maintain construction and subdivision records and shall notify the City when an inspection indicating adequate completion of the work relating to the County's Fire Prevention Code has been completed.
- B. Failure by the City to amend its municipal code as described in this Section, or to keep its municipal code as described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 8. Jurisdiction of County Code Enforcement and Quasi-Judicial Processes.**

A. By executing this Agreement, the City agrees that it shall consider granting by ordinance exclusive jurisdiction to:

1. The County regarding the enforcement of violations of the County's Fire Prevention Code;
2. The County's Code Enforcement Special Magistrate to hear matters regarding alleged violations of the County's Fire Prevention Code, and to issue binding orders and impose liens against properties within the territorial limits of the city for such violations; and
3. The County's Fire and Life Safety Code of Board of Adjustment and Appeals to hear and decide appeals arising from the Fire Marshal's interpretation or application of the provisions of the County Fire Prevention Code.

B. Failure by the City to amend its municipal code as described in this Section, or to keep its municipal code as described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 9. Duties.**

A. No officer or department of the County shall perform for the City any function not within the scope of the duties of such officer or department in performing the same kind of services for the County.

B. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain in the County. In the event of dispute between the parties regarding the extent of the duties to be rendered under this Agreement, the parties shall attempt to settle such disputes through consultation and negotiation in good faith and spirit of mutual cooperation.

**Section 10. The City's Enforcement Right.** The City shall be entitled to enforce this duty against the County through equitable actions for specific performance or injunctive relief but not through any claim for damages.

**Section 11. Term.** The term of this Agreement shall commence on October 1, 2018, which is the beginning of the County's 2018-19 Fiscal Year, and shall automatically renew for ten (10) subsequent Fiscal Years thereafter.

**Section 12. Termination.**

**A. Termination for Convenience.** Either party may terminate this Agreement at will by delivering written notice to the other party by January 31 of any term. Termination will take effect at the end of the term in which termination notice is delivered.

**B. Termination for Cause.** Should either party move to terminate this Agreement for cause pursuant to this Agreement, that party shall provide the other party with a reasonable opportunity to cure and ninety (90) days written notice of termination thereafter. Should the Agreement be terminated, the County shall remit to the City any payment advanced prorated as of the date of termination.

**Section 13. Notices.** Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

**To the County:**

Orange County Fire Rescue Division  
Attn: Fire Chief  
P.O. Box 5879  
Winter Park, Florida 32793

**AND**

Orange County Administrator  
Administration Building, 5th Floor  
201 South Rosalind Avenue  
Orlando, Florida 32801

**To the City:**

City Manager's Office  
1600 Nela Avenue  
Belle Isle, Florida 32809

**Section 14. Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, employees, and agents from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees and court costs at the trial and appellate levels) attributable to its any act or omission of the indemnifying party's officials, employees, agents, contractors and subcontractors acting within the scope of their employment or contract, or arising out of or resulting from this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

**Section 15. General Provisions.**

**A. No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective

successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

B. **Written Modification.** None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) shall not be valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners.

C. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or City's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

E. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

F. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

G. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

H. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

I. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against,

the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

J. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

K. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

L. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

**Section 16. Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[ SIGNATURES ON FOLLOWING PAGE ]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

**CITY OF BELLE ISLE, FLORIDA**

By: City of Belle Isle City Council

By: \_\_\_\_\_  
Lydia Pisano, Mayor

ATTEST:

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

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



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**INTERLOCAL AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CITY OF BELLE ISLE, FLORIDA**

*regarding*

**ORANGE COUNTY’S PROVISION OF FIRE PREVENTION AND RESCUE SERVICES  
FOR THE CITY OF BELLE ISLE, FLORIDA**

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**THIS INTERLOCAL AGREEMENT** (“Agreement”), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801(the “County”), and the **CITY OF BELLE ISLE, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 1600 Nela Avenue, Belle Isle, Florida 32809 (the “City”). The County and the City may be referred to herein individually as “party” or collectively as “parties.”

**RECITALS**

**WHEREAS**, this Agreement is entered into pursuant to the home-rule powers granted to the County and the City under the Constitution and laws of the State of Florida, including expressly, but not limited to, the powers granted under the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes; and

**WHEREAS**, the boundaries of the County and the City are adjacent; and

**WHEREAS**, pursuant to an agreement entered into on February 7, 1983, the City transferred to the County the responsibility of providing fire prevention and rescue services to the residents and properties residing within the City’s territorial limits; and

**WHEREAS**, the City believes that the County’s continued provision of fire prevention and rescue services to the residents and properties residing within the City’s territorial limits will benefit the public and ensure the continued provision of adequate levels of service to the City areas that are presently served; and

**WHEREAS**, the County recognizes the public benefit of its continued provision of fire prevention and rescue services to the residents and properties residing within the City’s territorial limits.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained herein, and good and valuable consideration that by execution of this Agreement the parties affirm receipt thereof, it is agreed by and between the County and the City as follows:

**Section 1. Recitals Incorporated.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.

**Section 2. Contract Area.** The “Contract Area” shall be defined as the area within the territorial limits of the City.

**Section 3. Adoption of the County’s Fire Prevention Code.**

A. By executing this Agreement, the City agrees ~~that it shall~~ to consider doing the following by ordinance:

1. Adopt the same edition of the Florida Fire Prevention Code as the County, the County’s amendments thereto, and any additional fire protection and prevention codes that are adopted by the County (collectively, the “County Fire Prevention Code”); and
2. Designate the County Fire Marshal as the “authority having jurisdiction” in regards to the County Fire Prevention Code for the Contract Area.

B. The County shall provide notice to the ~~City’s Mayor~~ City Manager no later than thirty (30) days following any amendments that the County has made to the County Fire Prevention Code.

C. The County shall have no obligation to enforce or administer any codes that the City adopts that are additional or different than those found within the County Fire Prevention Code.

D. Failure by the City to amend its municipal code ~~so that it is in compliance with as described in~~ this Section, or to keep its municipal code ~~in compliance with as described in~~ this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 4. Code Enforcement Officer Designation.**

A. By executing this Agreement, the City agrees ~~that it shall~~ to consider doing the following by ordinance:

1. Appoint and designate the County’s fire inspectors as City Code Enforcement Officers who are authorized agents of the City for the purposes of enforcement and compliance with the County’s Fire Prevention Code. This authority shall specifically include, but shall not be limited to:

- a. Inspection of buildings, lands, and premises, except for single-family dwellings and the usual appurtenances thereto;
- b. Issuance of notices of violations and other appropriate warnings to those who are in violation of the County's Fire Prevention Code; and
- c. Review and approval of building and subdivision plans related to applicable requirements of the County Fire Prevention Code.

B. Failure by the City to amend its municipal code ~~so that it is in compliance with~~ described in this Section, or to keep its municipal code ~~in compliance with~~ described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

#### **Section 5. The Obligations of the Parties.**

A. The County shall:

1. Provide fire prevention and rescue services to all persons and property within the areas of the City that lie within the Contract Area that include, but are not limited to:
  - a. Fire Suppression;
  - b. EMS First Response;
  - c. EMS Transport;
  - d. Fire plans review, permitting, and fire inspection services; and
  - e. Any other non-law enforcement emergency services that the County provides to properties and persons located within the County's jurisdictional limits.
2. Provide such services at the same level of quality and timeliness as is provided in other parts of the County, without differentiation or discrimination toward any areas in the Contract Area.

B. The City shall:

1. Assume no liability for the payment of salary, wages, or other compensation or entitlements to officers, agents, or employees of the County performing services hereunder provided in the Agreement.
2. Abide by the established permitting procedures, inspection requirements, and administrative policies of the County as are necessary for the County to enforce the County Fire Prevention Code within the City.

#### **Section 6. Payment.**

A. Commencing immediately upon execution of this Agreement and continuing on an annual basis thereafter:

1. The City shall pay to the County for the services provided hereunder a sum determined by applying the millage levied in the Urban Fire Protection and Emergency Medical Services municipal service taxing unit, existing in Orange County, to the ad valorem tax assessment roll covering real property within the municipal limits of the City multiplied by ninety-two and one half percent (92.5%) of said sum. Said sums shall be remitted in two (2) installments, each representing one half of the sum owed by City to County for a given service (Fiscal) year, on or before December 15th and March 15th of each year this Agreement is in effect.
2. The County shall invoice City for the amount payable under the formula found in this Section for the then-current fiscal year.

**Section 7. Permitting Procedures.**

A. By executing this Agreement, the City agrees ~~that it shall,~~ to consider doing the following by ordinance:

1. Adopt the County's permitting process for matters regarding the County Fire Prevention Code; and
2. Grant exclusive jurisdiction to the County regarding inspection, permit review, and permit approval regarding the County Fire Prevention Code for all City construction and subdivision projects.

B. The County shall, upon receipt of the materials described in this Section, complete the following actions in so far as they are applicable to the administration and enforcement of the County Fire Prevention Code:

1. Review plans;
2. Collect permit fees;
3. Issue permits; and
4. Perform inspections.

C. To accomplish the aims of this Section, the following procedures shall be followed:

1. The County shall collect all County Fire Prevention Code permitting fees from permit applicants for the Contract Area at the same rates as charged for such services in the unincorporated areas of the County.

2. All fees related to fire permitting shall be retained by the County and used to defray the costs incurred in performing the administrative and enforcement services described in this Agreement.
3. The City shall follow its normal review and approval process for permit applications and site plan review regarding compliance with its zoning ordinances, land development codes, and other applicable local and state requirements, including, but not limited to, landscaping, parking, storm water management, utilities, driveways, and sidewalks, and all matters other than permitting under the County Fire Prevention Code.
4. **Submittal of Plans for Review by the County.**
  - a. The following shall be submitted to the County, and approved by the County, prior to the commencement of work: (i) construction-related permit applications and associated construction-related site plans that require review for compliance with the County Fire Prevention Code; and (ii) all subdivision plans.
  - b. Developers shall be directed to submit the above-stated plans and other relevant documents electronically to: [https://www.mobile-eyes.com/PA\\_Index.asp?Submit=Logon](https://www.mobile-eyes.com/PA_Index.asp?Submit=Logon). Once the plans are uploaded, the County will be notified of the submittal and accept them for review.
  - c. If the plans cannot be submitted electronically, they can be hand-delivered to: 7079 University Boulevard, Winter Park, Florida 32792.
5. **County Review Timeline.** The County shall review all plans submitted that are from the Contract Area within the same timeline as is required by the County for unincorporated areas. As of the execution of this contract, and with the caveat that these times are subject to change should the County change its own requirements, those time lines are:
  - a. **New Construction Plans:** 21 days.
  - b. **Corrected Plans:** 14 days.
  - c. **Interior Alterations:** 7 days.
  - d. **Fire Protection Systems:** 10 days.
6. Once the County issues the permits and provides the review required by the County Fire Protection Code, or provides its requisite approval for subdivision plans, the City shall follow its normal process for the issuance of building permits to applicants.
7. The County shall maintain construction and subdivision records and shall notify the City when an inspection indicating adequate completion of the work relating to the County's Fire Prevention Code has been completed.

B. Failure by the City to amend its municipal code ~~so that it is in compliance with~~ described in this Section, or to keep its municipal code ~~in compliance with~~ described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 8. Jurisdiction of County Code Enforcement and Quasi-Judicial Processes.**

A. By executing this Agreement, the City agrees that it shall, ~~by ordinance,~~ consider granting by ordinance exclusive jurisdiction to:

1. The County regarding the enforcement of violations of the County's Fire Prevention Code;
2. The County's Code Enforcement Special Magistrate to hear matters regarding alleged violations of the County's Fire Prevention Code, and to issue binding orders and impose liens against properties within the territorial limits of the city for such violations; and
3. The County's Fire and Life Safety Code of Board of Adjustment and Appeals to hear and decide appeals arising from the Fire Marshal's interpretation or application of the provisions of the County Fire Prevention Code.

B. Failure by the City to amend its municipal code ~~so that it is in compliance~~ as described in ~~with~~ this Section, or to keep its municipal code ~~in compliance with~~ described in this Section, shall be cause for the County to terminate this Agreement, but shall not be grounds for any other remedy against or liability by the City.

**Section 9. Duties.**

A. No officer or department of the County shall perform for the City any function not within the scope of the duties of such officer or department in performing the same kind of services for the County.

B. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain in the County. In the event of dispute between the parties regarding the extent of the duties to be rendered under this Agreement, the parties shall attempt to settle such disputes through consultation and negotiation in good faith and spirit of mutual cooperation.

**Section 10. The City's Enforcement Right.** The City shall be entitled to enforce this duty against the County through equitable actions for specific performance or injunctive relief but not through any claim for damages.

**Section 11.** **Term.** The term of this Agreement shall commence on October 1, 2018, which is the beginning of the County's 2018-19 Fiscal Year, and shall automatically renew for ten (10) subsequent Fiscal Years thereafter.

**Section 12.** **Termination.**

**A. Termination for Convenience.** Either party may terminate this Agreement at will by delivering written notice to the other party by January 31 of any term. Termination will take effect at the end of the term in which termination notice is delivered.

**B. Termination for Cause.** Should either party move to terminate this Agreement for cause pursuant to this Agreement, that party shall provide the other party with a reasonable opportunity to cure and ninety (90) days written notice of termination thereafter. Should the Agreement be terminated, the County shall remit to the City any payment advanced prorated as of the date of termination.

**Section 13.** **Notices.** Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

**To the County:**

Orange County Fire Rescue Division  
Attn: Fire Chief  
P.O. Box 5879  
Winter Park, Florida 32793

**AND**

Orange County Administrator  
Administration Building, 5th Floor  
201 South Rosalind Avenue  
Orlando, Florida 32801

**To the City:**

City Manager's Office  
1600 Nela Avenue  
Belle Isle, Florida 32809

**Section 14.** **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, ~~and~~ employees, and agents from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees and court costs at the trial and appellate levels) attributable to its ~~negligent-any~~ acts or omissions, ~~or those of its the indemnifying party's~~ officials, ~~and~~ employees, agents, contractors and subcontractors acting within the scope of their employment or contract, or arising out of or resulting from ~~the indemnifying party's negligent performance under~~ this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida

Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

**Section 15.    General Provisions.**

A.    **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

B.    **Written Modification.** None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) shall not be valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners.

C.    **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or City's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D.    **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

E.    **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

F.    **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

G.    **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.



H. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

I. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

J. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

K. **Construction of Agreement.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

L. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

**Section 16. Entire Agreement.** This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[ SIGNATURES ON FOLLOWING PAGE ]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

**CITY OF BELLE ISLE, FLORIDA**

By: City of Belle Isle City Council

By: \_\_\_\_\_  
Lydia Pisano, Mayor

ATTEST:

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

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



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

**Meeting Date:** August 21, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** BING Grant for Windsor Place

**Background:** Windsor Place subdivision is applying for a BING Grant for security cameras, lighting and signage at the tennis courts. The amount of the project is \$6,526.11, but the grant amount is \$6,487.90 and Windsor Place provides the remainder of \$38.21. This is a District 7 grant application. The grant meets the criteria and the funds are available; however, the policy calls for a 50% match, which this clearly exceeds. Section 2.i. of the 2017 BING Policy states: Provide a 50/50 match of the total cost of the project, including cash, volunteer effort, materials, or any combination (based upon availability) of cash and in-kind services.

**Staff Recommendation:** Approve the grant, but determine the amount of funding.

**Suggested Motion:** I move to approve the BING Grant for Windsor Place for security cameras, lighting and signage at the tennis courts in the requested amount of \$6,487.90 (or \$3,263.06 for 50% of the total amount of \$6,526.11)

**Alternatives:** Do not approve.

**Fiscal Impact:** \$6,487.90 if fully funded, or \$3,263.06 if 50% funded.

**Attachments:** Grant application



CITY OF BELLE ISLE  
NEIGHBORHOOD PRIDE GRANTS

Grant Application

Submit the original application along with any attachments to The City of Belle Isle, 1600 Nela Avenue, Belle Isle FL 32809. Grants will be awarded on a first come, first served basis by district.

PLEASE PRINT

Applicant Contact Information

Applicant Organization Name:

Windsor Place HOA

Project Contact Name:

René Rodon

Mailing Address:

3531 Edlingham Court

Belle Isle FL

32812

City, State

Zip

Daytime Phone:

407.399.5803

Evening Phone:

407.399.5803

Email:

renerodon@hotmail.com

ALTERNATIVE CONTACT INFORMATION

Alternate Contact Name:

Sheila Walaszek

Daytime Phone:

321.217.4889

Evening Phone:

321.217.4889

Email:

swala@me.com

GRANT INFORMATION

Type of Project — please select all that apply:

- ☐ Landscaping
- ☐ Reader Board Sign
- ☐ Ground Lighting
- ☐ Wall/Fence pressure washing and or painting
- ☐ Irrigation "Repairs"

- ☐ Fountains
- ☒ Other (please explain) \*
- ☐ Project Street Address or Nearest Intersection:

Total amount of project:

\$6,526<sup>11</sup>

Grant amount requested:

\$6,487<sup>90</sup>

Neighborhood participation amount (remainder of invoice)

\$382<sup>1</sup>

\* Security cameras + system,  
Security lighting and signage  
at neighborhood tennis  
court + playground - picnic  
area



## PROJECT INFORMATION

Please provide the answers to the following questions.

1. Description of the Project. - This summary should provide an overview of the entire project; include what improvements will be constructed, installed, or applied. Remember to demonstrate the need for the project.

Please See Attachment I

2. State the location and land ownership of the proposed project - Is the project on public property? (Right-of-way use agreement/permit will be required.) Please state the exact location of the project, including an address or cross streets.

Please See Attachments I + II

3. Attach 2-5 photos, and include a brief description of each photo. Please also provide the original color photos.

Please see Attachment III

4. Project Maintenance: Describe how the property has been maintained in the past, and how the project will be maintained and by whom after it is completed.




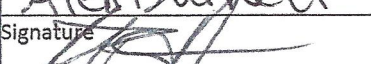
Please See Attachment I

5. Describe why this project is important to the community. Provide a brief summary of how the project will enhance the quality of life in the community. How will this project empower your organization to work together to accomplish common goals and objectives? (i.e., to improve neighborhood communication and participation).

Please See Attachment I

## BING TEAM ROSTER

Each organization is required to have at least a 3 to 5 member team who will help plan and implement your community project. Team members will be required to sign the team member roster as a part of the grant application. Each team member must indicate his or her role/responsibility on the team.

PRINT NAME & SIGNATURE	ADDRESS/PHONE/EMAIL	ROLE/RESPONSIBILITY
Print: Rene Rodon Signature: 	3531 Edlingham Ct. 407.222.5803 renerodon@hotmail.com	Project manager + Application Writer
Print: Sniala Wlaszek Signature: 	5302 Chriswick Ave 321.217.4889 sniala@me.com	Asst. Project Manager
Print: Mike Jennings Signature: 	3532 Edlingham Ct 407.575.4755 michael.jennings@iberiabank.com	Budget Manager
Print: Alex Burnett Signature: 	5357 Hawford Circle 407-222-2049 alexburnett4@gmail.com	Historian
Print: _____ Signature: _____		

**SUGGESTED TEAM ROLES:** **PROJECT MANAGER** — Team Captain. Responsible for leading project, getting a group consensus on which project the group wants to pursue. **ASST PROJECT MANAGER** — Co-Captain. Will work in concert with the project manager and assist obtaining quote(s) once the project idea has been decided upon. This position can also serve as the "Fund Watcher" monitoring project expenses. **APPLICATION WRITER** — will work with project manager in organizing and developing BING application and submitting final report and pictures upon completion of project.

## BING GRANT APPLICATION – WINDSOR PLACE HOA

### ATTACHMENT I

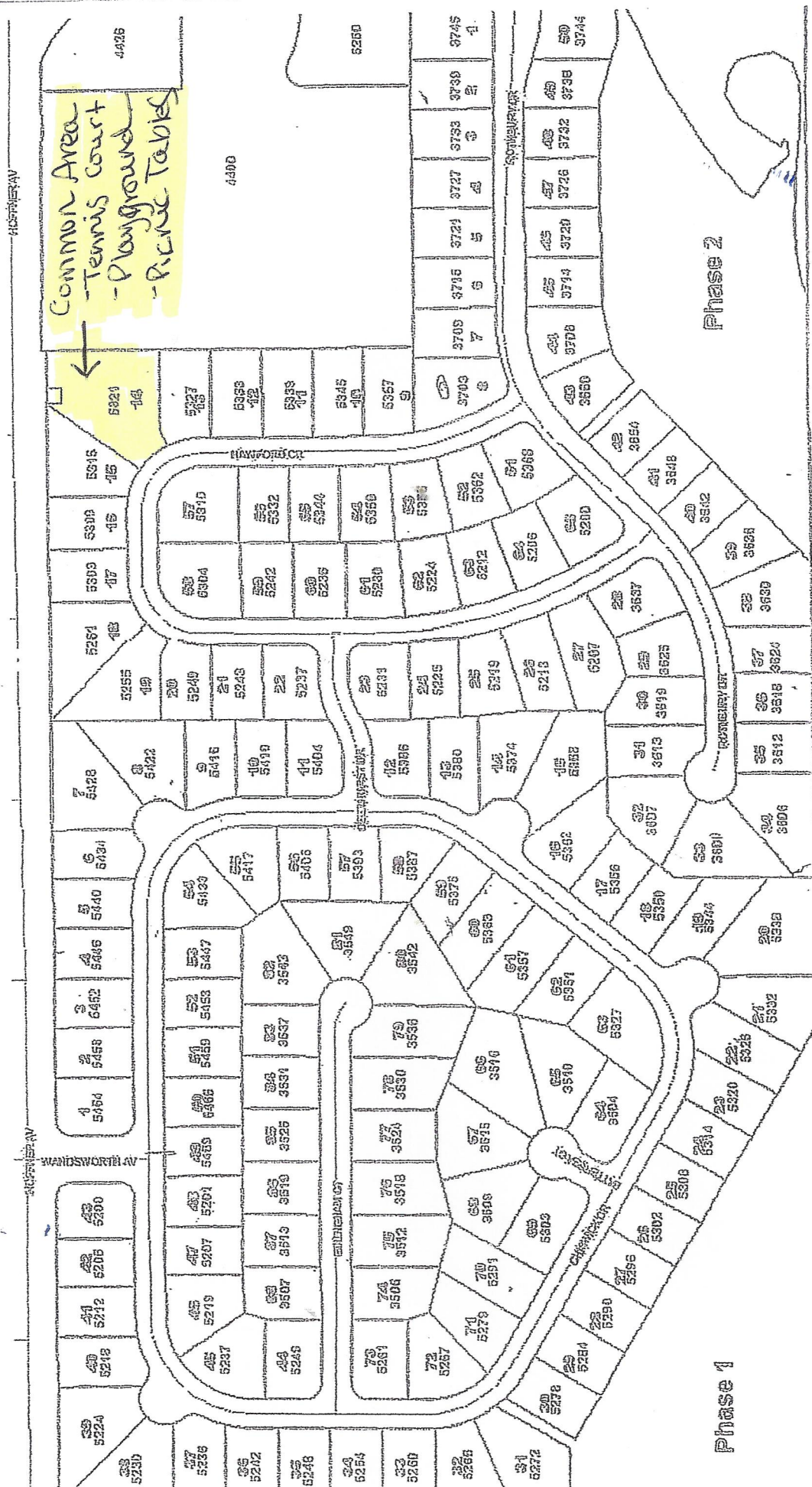
#### Project Information:

1. **Description of Project:** The Association will install four (4) security cameras and (4) solar powered-motion sensor security lights at our neighborhood tennis court-playground-picnic area. The Association will also install signage in the area to advise visitors of hours, rules, and 24-hour video surveillance. The Association believes this will serve as a deterrent and prevent additional vandalism and unauthorized visitors. Finally, the cameras will assist law enforcement should there be future incidents.
2. **State the location and ownership of the proposed project:** The Windsor Place tennis court-playground-picnic area is property of the Homeowners Association. This area is located at 5321 Hawford Circle, Belle Isle, FL 32812 (see diagram Attachment II)
3. **Attach 2- 5 photos and include a brief description. (see Attachment III)**
4. **Project Maintenance: Describe how the property has been maintained in the past, and how the project will be maintained and by whom after it is completed:** The Windsor Place HOA Board of Directors has the responsibility to ensure the area is maintained. The Board of Directors conducts routine inspections of the area.
5. **Describe why this project is important to the community: Provide a brief summary of how the project will enhance the quality of life in the community. How will this project empower your organization to work together to accomplish common goals and objectives? (i.e. to improve neighborhood communication and participation).**  
The community has experienced some vandalism to the playground equipment, tennis court, and picnic tables. We also have occasional unauthorized visitors using the area. By installing cameras, lights, and signage, we hope to prevent future incidents and/or identify those responsible for damage. Additionally, homeowners have expressed concerns over how dark this area is at night. There has also been several homes and cars broken into and/or stolen in the surrounding area. This area is routinely used by our homeowners and for neighborhood meetings and events. We believe our project will help enhance security and make the area safer and more enjoyable for our homeowners.



# Attachment II

## Windsor Place





**BING GRANT APPLICATION – WINDSOR PLACE HOA**

**ATTACHMENT III**

**Photos of Project Area – Page 1 of 2**

**Overview of Neighborhood Common Area (Playground, Picnic Tables & Tennis Court)**



**Playground Equipment at Common Area**





**BING GRANT APPLICATION – WINDSOR PLACE HOA**

**ATTACHMENT III**

**Photos of Project Area – Page 2 of 2**

**Tennis Court**



**Picnic Tables**





**BELLE ISLE NEIGHBORHOOD GRANTS (BING)**

**BUDGET AND GRANT REQUEST**

NAME OF BUSINESS	TOTAL COST	DESCRIPTION OF SERVICES
Seminole Technologies	\$4,500 <sup>00</sup>	Install 4 HD security cameras, recorder + pole (detailed estimate attached).
Seminole Technologies	\$1,400 <sup>00</sup>	Install solar powered, motion sensor security lighting (detailed estimate attached)
Fast Signs	\$626 <sup>11</sup>	Install 2'x3' metal sign to advise of hours, rules, and 24 hour video surveillance (detailed estimate attached)
<b>TOTAL AMOUNT OF PROJECT</b>	\$6,526 <sup>11</sup>	
<b>GRANT AMOUNT REQUESTED</b>	\$6,487 <sup>90</sup>	
<b>NEIGHBORHOOD PARTICIPATION AMOUNT (REMAINDER OF INVOICE)</b>	38 <sup>21</sup>	

## VENDOR ACKNOWLEDGEMENT FORM

Your company is bidding to be  
Isle Neighborhood Grant (BING)

Please read this acknowledgment  
are accepting the terms set forth

hood organization as part of Belle

ny activity. By the below form you

er of subrogation),  
ies with submission

have been granted

ts associated with  
g and design.

ting, you must be a

Belle Isle registered contractor. There is no cost associated with this process.

You understand that the City of Belle Isle will not be responsible for costs exceeding the  
amount on the original quote.

You are aware that the project must be completed within 45 days of approval of the  
Project.

If your services or costs have changed or the project is delayed, the City of Belle Isle  
must be contacted immediately.

Upon completion of the project, you are to invoice the City of Belle Isle with the exact  
products/services identified on the original quote. Any deviation may result in loss of  
payment.

Company Name

Print Name

Signature:

Title:

Date:





CITY OF BELLE ISLE  
NEIGHBORHOOD PRIDE GRANTS  
Grant Application

FINAL REPORT FORM

To be submitted within 48 hours of completion of the project.  
Please include pictures and final invoice to the City of Belle Isle.

Neighborhood Association Windsor Place HOA

GRANT TYPE (CHOOSE ONE)

- ☐ Wall Repair
- ☐ Capital Improvement
- ☐ Sign Grant

- ☐ Mini Grant
- ☐ Entranceway
- ☐ Landscaping

- ☐ Fountain
- ☒ Other, explain

Install security  
cameras, lighting +  
signage

PROJECT COMPONENT

Vendor: \_\_\_\_\_

Work Accomplished by Vendor: \_\_\_\_\_

EXPENDITURES

Products/Services Received

Cost

VOLUNTEER HOURS

If residents are providing physical assistance or are using their personal time to help on the completion of the project price details and hours worked. Example: Working on the application, asking for estimates, meeting vendors, prep site, site maintenance, etc.

VOLUNTEER WORK	PERSON'S NAME	TOTAL HOURS

Add additional sheet if needed.

FINAL REPORT FORM – cont'd

Neighborhood Association

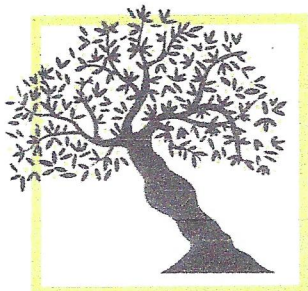
Windsor Place HOA

Describe the extent to which the original objective of the grant has been achieved.

Print Name:

Signature:

Date:



## BELLE ISLE NEIGHBORHOOD GRANT "BING" PROGRAM GUIDELINES

1. **Definition:** Only Neighborhood improvement projects in the municipal limits for the City of Belle Isle proposed by a group of homeowners or by neighborhood or homeowners' associations within registered and operating limits of the City of Belle Isle shall be considered and eligible for funding under this program.

### PROJECT CRITERIA

2. In order to be eligible, proposed neighborhood projects shall:
  - a. Be located or take place within the boundaries of the city or its contiguous right of way within Belle Isle City limits.
  - b. Provide a public benefit to the neighborhood;
  - c. Shall not endorse or promote any religious or political affiliation or beliefs;
  - d. Involve neighborhood residents directly in all phases;
  - e. Be limited to capital improvements, and not association's operating expenses or budget, or fees and costs of consultants, attorneys or accountants or any other professional services (costs of consultants, attorneys or accountants or any other professional services are considered in-kind as stated in 2.n.,below);
  - f. Not conflict with or modify, existing or proposed public improvement projects (Curb, sidewalk, drainage structures or pipes, utilities), unless approved by the City Manager or City Council;
  - g. Represent the neighborhood property owners;
  - h. Designate a person, association, or a responsible entity to perform the administration and maintenance for the next ten years.
  - i. Not count the maintenance effort as part of the applicant's match. It is NOT the intent of this grant program for the City to provide or pay for future maintenance.
  - j. Be able to award construction contract within 1 month of grant allocation approval by City Council
  - k. Provide a 50/50 match of the total cost of the project, including cash, volunteer effort, materials, or any combination (based upon availability)
  - l. Provide project cost estimate and project schedule. Petitioners must use Orange County estimate forms.
  - m. Include a signed letter of agreement with City, assuming all liability, insurance, maintenance and holding city harmless; letter of agreement will provide applicant with city's acceptance of project and confirmation of project grant allocation.
  - n. Consider as part of the project cost at full market value, in-kind contributions received by the neighborhood. Such contributions shall include items of the total project cost when provided by residents possessing specific skills as an in-kind contribution (i.e. a licensed



plumber providing plumbing work at a discounted rate or at no charge; a lawyer rendering legal services, a surveyor providing survey work. Non-skilled labor contributions are allowed to benefit the project at the minimum hourly wage. Federal labor and wages will apply.

- o. Neighborhood improvement grants shall be limited to \$10,000.00 per District per year; however the amount of funds available will be determined by the City Council at adoption of the annual City Budget. A District Commissioner may agree to hold over any spending from one year to the next year. .
- p. Prior to receipt of a grant through this program, Applicants shall make every effort to secure funding from Orange County neighborhood grants before consideration will be given to their application. Grants are limited to one per year per neighborhood group.

## **TYPES OF PROJECTS**

- 3. The types of projects include but are not limited to capital improvements, but may include playground and minor park improvements; benches; neighborhood beautification; neighborhood identification signs, neighborhood walls and fences, landscaping of common areas, common area improvements, irrigation of common areas landscaping, lighting, etc.
- 4. All projects will be conducted in accordance with all applicable federal, state and local laws. Those having projects involving private property must have the written permission of the property owners involved. **It is the responsibility of the grant recipient to obtain any permits normally required (e.g. building permits).**
- 5. **Applications will be evaluated by the City Manager. The City Manager will inform the Council Commissioner for the District of the application. The City Manager will consider each grant application based on the following:**
  - a. The quality and scope of the proposed project;
  - b. Level of neighborhood participation in the project;
  - c. Need for the project, and;
  - c. Neighborhood's matching contribution.
- 6. **Requirements: To participate in the BING Program, applicants must;**
  - a. meet all requirements listed in item #2
  - b. meet all requirements under eligible projects;
  - c. submit the proposed Project Budget (projected expenses and contributions), Project Title Plan/Timeline, Volunteer Hour Pledge Sheets, documentation of the required match, and a copy of the association's meeting minutes reflecting the membership vote of approval for the grant (if applicable) or petition of support from majority of affected residents; One bid required for mini grants \$1,500 or less and, three bids required for grants over \$1,500.
- 7. **Payment**

City Manager shall review and approve all payments under this Program, when a detailed budget is submitted, invoices are provided and W-9s are signed and delivered for any check greater than \$600.00 made out to an individual.

8. Submit the completed BING application to the City Manager  
City of Belle Isle City Hall  
1600 Nela Avenue  
Belle Isle, Florida, 32809.
9. Application for funding shall include a description of the project or improvement that is to be made, budget for the project (which includes in-kind contributions and projected costs, project plan which estimates amount of time from start to completion of project), and evidence of support for project through signature petition of majority of residents in impacted area.
10. For the purposes of determining the maximum matching grant money for which a project is eligible the applicant must document residents' volunteer labor at minimum wage, in-kind donations at actual retail value, and skilled labor at normally billed hourly rate.
11. The City Council will consider each project individually on its own merit and determine if the project shall receive funding and the level of financial support warranted. The maximum per district for any one project shall be \$10,000.00 on a dollar for dollar (50/50) match.
12. Projects may be shared between districts and will be given a high priority for funding
13. Grant monies may be paid by the City directly to vendors for services or materials or at the end of the project to the homeowners' group in reimbursement for monies expended, provided sufficient supporting documentation is provided.
14. The intent of the minor project grant program is to provide assistance for neighborhood improvements to as many neighborhood groups within the City as possible. Due to funding limitations there is no guarantee that any project will receive the maximum grant. Rather, it is the intent of this program to ensure that as many qualified projects as possible receive some level of financial support.
15. Applications shall be submitted to the: City Manager  
Belle Isle City Hall  
1600 Nela Avenue  
Belle Isle, Fl. 32809  
-or-  
bfrancis@belleislefl.gov
16. For more information call: Bob Francis, City Manager  
Phone: 407-851-7730  
bfrancis@belleislefl.gov



Created Date: 7/18/2018

**DESCRIPTION: NEIGHBORHOOD COMMON AREA MAXMETAL SIGN W POSTS**

**Bill To:** WINDSOR PLACE HOMEOWNER ASS.  
3531 Edlingham Court  
Belle Isle, FL 32812  
US

**Installed:** WINDSOR PLACE HOMEOWNER ASS.  
Rene Rodon  
5321 Hawford Circle  
Belle Isle, FL 32812  
US

**Requested By:** Rene Rodon  
Email: renerodon@hotmail.com  
Work Phone: (407) 852-6773

**Salesperson:** Renee Friedman  
Email: renee.friedman@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<b>LAYOUT/PROOF &amp; PREP FOR PRODUCTION</b> Create Layout & Color Proofs for Approval Prior to Production. For Fastsigns, East Colonial use only.	1	\$45.00	\$45.00
1.1	<b>Layout Graphic Design -</b> Part Qty: 1			
2	<b>24"x36" WINDSOR COMMON RULES SIGN</b> 24"x36" Custom Shape, Print direct to 6MM Maxmetal Sign, single sided.	1	\$172.00	\$172.00
2.1	<b>Dibond/Max Metal 6mm -</b> Part Qty: 1 Width: 36.00" Height: 24.00" Sides: 1			
3	<b>8' BLACK PAINTED POSTS</b>	2	\$62.95	\$125.90
3.1	<b>Wood Post-8' Painted -</b> Part Qty: 1			
4	<b>DELIVERY AND INSTALLATION</b> Delivery and Installation of a 24"X36" PVC sign with black painted posts to be installed either grass or mulched area. No obstacles / No Special Requirements.	1	\$245.00	\$245.00
4.1	<b>Installation External -</b>			

Please sign and return the estimate to place your order.

<b>Subtotal:</b>	\$587.90
<b>Taxes:</b>	\$38.21
<b>Grand Total:</b>	\$626.11

**WINDSOR PLACE HOMEOWNERS ASSOCIATION  
BOARD OF DIRECTORS MEETING  
City of Bell Isle City Hall  
1600 Nela Ave, Belle Isle, FL 32809  
April 19, 2018 at 6:00 PM**

Attendance: Rene, Rodon, Sheila Walaszek, Mike Jennings, Cary Howell, and Judah Burton,  
LCAM

**Minutes**

1. **CALL TO ORDER-** Ms. Rodon called the meeting to order at 6:05 p.m.
2. **PROOF OF NOTICE – POSTED AT TWO LOCATIONS WITHIN THE COMMUNITY-** Ms. Rodon confirmed that was posted 48 hours in accordance with Florida States.
3. **QUOROM-** Ms. Burton confirmed that a quorum was met with 4:5 BOD members present.
4. **PREVIOUS MEETING MINUTES:** The BOD reviewed the previous meeting minutes. Ms. Rodon wanted the add, “H/O asked about the HOA Assessments due date as he thought it was previously March 31st. Ms. Rodon explained that a previous Board verbally changed the due date; however, the covenants were never changed and filed. In 2016 BOD agreed it was important to follow covenants and enforce January 31 due date.” Mr. Howell motioned to approve the minutes with changes. Seconded by Ms. Walaszek. All in favor 4:4
5. **FINANCIALS:**
  - a. **March Financials-** Ms. Burton presented the March Financials. There were questions, and Ms. Burton will get back to the BOD with answers on:
    - i. Acct. 1630 Recovery deposit- what is this deposit?
    - ii. Acct. 1340- Grant Application- is completed and needs to be closed
    - iii. Acct. 5010- Contingency- What this was spent on?
    - iv. Acct. 8020- Trinity Tri-scape playground project should have been spent from the reserves 5020- Tennis Court
    - v. Acct. 7020- Security line should have been moved.
    - vi. 2018 Approved budget lines need to be reflected on the budget, which should include the Annual Income for Hoffner Association Insurance/Repair Reimbursement.
  - b. **AR Report-Past Due Assessments-** Ms. Burton presented the AR report to the BOD. Ms. Rodon motioned to approve the AR report as presented to move forward with actions. Second by Mr. Jennings. All in favor 4:4.
6. **LEGAL REPORT:** Ms. Burton presented the March legal report. On Acct. 1031087, Ms. Burton presented a ledger from the Attorney, and informed the BOD that the H/O has not made any attempt to contact the Attorney to make any arrangements. Mr. Jennings motioned to move forward to place a lien on the home, second by Ms. Rodon. All in favor 4:4. Ms. Burton will ask about the \$250.00 payment, as Don Asher sent a check back to the attorney for an account error and this may or may not be correct. On Acct. 1032056, the BOD wants to know if this home bank owed? How do we recover the money? What’s the next step in the process?

**7. NEW BUSINESS:**

- a. **Tennis Court Security Improvements-** (Estimates, lights, locking gates, cameras, and signage): Ms. Rodon discussed applying for a Belle Isle grant, there may be a match requirement of up to 50%. The BOD reviewed the two proposals. There was discussion regarding the verbiage for the sign to advise of hours, rules, and camera surveillance, exact verbiage TBD. Board agreed to place sign in a location near the sidewalk as you enter the common area. Ms. Burton will follow-up with vendor to see if they can also provide an estimate for solar-powered cameras. Mr. Howell will also contact someone to see if they can also give a third quote.

The Board agreed to apply for the Belle Isle grant and confirmed that funds were available in the budget to cover the match if necessary. Ms. Rodon motioned to approve the project and apply for grant funding. Mr. Jennings second. All in favor, motion carried 4:4

- b. **Liaison for City of Belle Isle Projects-** Ms. Rodon asked for volunteers from the BOD to be liaison on the City of Belle Isle projects. Mr. Jennings volunteered be lead liaison, with the help from Ms. Walaszek, and Mr. Burnett.
- c. **Current Pending Projects:**
- i. Study for Additional Speed humps or other traffic calming devices
  - ii. Pressure washing sidewalks- City indicated the provide service. Entrances is sewer drain covers
  - iii. Completion of sidewalk repairs- Some done
  - iv. Completion of street sign replacements- Some done
  - v. Conversion of Street lights to LEDs
- d. **Reimbursement from the Hoffner Property Association-** Ms. Rodon asked Ms. Burton to check with accounting department to see if automatic request for the insurance reimbursement has been set up. Insurance was recently paid so need to see if reimbursement was requested and received per wall contribution agreement.
- e. **Landscaping/Mulch-** Ms. Rodon discussed the entrance landscaping appearance. Ms. Rodon asked Ms. Burton to contact Trinity Tri-scape to get a quote to replace to mulch. Some of the plants did not recover from the frost. Ms. Burton will also request quotes to replace those, mainly Conway entrance, but will have both checked.
- f. **Entrance Signs-** Ms. Rodon was not satisfied with the way the new entranceway signs. Other Board members will also check sign and get back with Ms. Rodon to recommend corrections. Ms. Rodon will follow up with the vendor and Orange County to request repairs and corrections.
- g. **Wall Repairs-** Ms. Rodon says that we are still waiting on a purchase order from Orange County. Once received, work will begin
- h. **Neighborhood Event Proposed: Paper Shredding and Free Ice Cream on July 28-** Ms. Rodon presented the idea proposed by David Woolford, Realtor. Ms. Rodon motioned to approve the event. Mr. Jennings second. All in favor, motion carried 4:4.

- 8. OPEN DISCUSSION:** H/O discussed his concerns about the speed humps. He states he has spoken to Bob Francis and walked with him though the community. Recommends something more be done



due to previous accidents and driver speeds. Ms. Walaszek suggested that some kind of signs or lights be out to help slow the traffic. Ideas were discussed- additional speed humps or other traffic calming devices as discussed at previous meeting, children at play signs, modified speed limit signs (i.e. 17-20 mph), flashing light signs, etc. H/O also suggested a directory of the H/O's be sent to all H/O.

9. **NEXT MEETING:** BOD Meeting August 16, 2018 @ 6:00 p.m. at Belle Isle City Hall
10. **ADJOURNMENT:** Ms. Rodon motion to adjourn the meeting at 7:36 p.m. Second by Mr. Jennings. All in favor, motion carried 4:4.

Created Date: 7/18/2018

**DESCRIPTION: NEIGHBORHOOD COMMON AREA MAXMETAL SIGN W POSTS**

**Bill To:** WINDSOR PLACE HOMEOWNER ASS.  
3531 Edlingham Court  
Belle Isle, FL 32812  
US

**Installed:** WINDSOR PLACE HOMEOWNER ASS.  
Rene Rodon  
5321 Hawford Circle  
Belle Isle, FL 32812  
US

**Requested By:** Rene Rodon  
Email: renerodon@hotmail.com  
Work Phone: (407) 852-6773

**Salesperson:** Renee Friedman  
Email: renee.friedman@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<b>LAYOUT/PROOF &amp; PREP FOR PRODUCTION</b> Create Layout & Color Proofs for Approval Prior to Production. For Fastsigns, East Colonial use only.	1	\$45.00	\$45.00
1.1	<b>Layout Graphic Design -</b> Part Qty: 1			
2	<b>24"x36" WINDSOR COMMON RULES SIGN</b> 24"x36" Custom Shape, Print direct to 6MM Maxmetal Sign, single sided.	1	\$172.00	\$172.00
2.1	<b>Dibond/Max Metal 6mm -</b> Part Qty: 1 Width: 36.00" Height: 24.00" Sides: 1			
3	<b>8' BLACK PAINTED POSTS</b>	2	\$62.95	\$125.90
3.1	<b>Wood Post-8' Painted -</b> Part Qty: 1			
4	<b>DELIVERY AND INSTALLATION</b> Delivery and Installation of a 24"X36" PVC sign with black painted posts to be installed either grass or mulched area. No obstacles / No Special Requirements.	1	\$245.00	\$245.00
4.1	<b>Installation External -</b>			

Please sign and return the estimate to place your order.

<b>Subtotal:</b>	\$587.90
<b>Taxes:</b>	\$38.21
<b>Grand Total:</b>	\$626.11

## **Windsor Place Common Area Signage**

### **WINDSOR PLACE**

- ❖ This area is private property reserved for Windsor Place residents and their accompanied guests.
- ❖ All activities are monitored by video camera.
- ❖ Hours: Sunrise - Sunset
- ❖ Use this area and equipment properly and at your own risk.
- ❖ Parents are responsible for the safety and supervision of children.
- ❖ Children under the age of 12 must be accompanied by an adult.
- ❖ Be considerate of others. Rough playing, yelling, or littering is not permitted.
- ❖ No bicycles, rollerblades, scooters, or skateboards on tennis court.
- ❖ Pets must be on a leash at all times and are not permitted in playground area or on tennis court.  
Pet owners must clean up after their pets.

**PLAY SAFELY AND ENJOY!**

**Seminole Access Technologies, LLC**

1250 Cheshire Street  
Groveland, FL 34736  
seminoleaccess@gmail.com



## ESTIMATE

**ADDRESS**

Judah Burton  
Don Asher and Associates  
1801 Cook Avenue  
Orlando, Florida 32806

**ESTIMATE # 1269****DATE 06/07/2018**

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/07/2018	***Playground and Picnic Table Area Lighting***			
06/07/2018	<b>Sales</b> Lighting -Solar Power -Motion Sensor -1500 Lumens -10' Aluminum Pole	2	700.00	1,400.00
TOTAL				<b>\$1,400.00</b>

Accepted By

Accepted Date

**Seminole Access Technologies, LLC**

1250 Cheshire Street  
Groveland, FL 34736  
seminoleaccess@gmail.com



## ESTIMATE

**ADDRESS**

Judah Burton  
Don Asher and Associates  
1801 Cook Avenue  
Orlando, Florida 32806

**ESTIMATE # 1268****DATE 06/07/2018**

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/07/2018	***Tennis Court and Playground Camera System***			
06/07/2018	<b>Parts</b> High Definition Camera System	1	4,500.00	4,500.00
06/07/2018	(4) 4.0 MP IP Cameras, Day/Night Motorized Zoom 2.8mm - 12 mm (Entry overall, tennis courts, playground, & picnic tables)			
06/07/2018	(1) 8 Channel NVR with 4TB Hard Drive			
06/07/2018	Gigabit Router			
06/07/2018	Gigabit Switch			
06/07/2018	Fancooled NEMA Rated Box to House Equipment			
06/07/2018	12 ft Aluminum Post to Mount Cameras and NEMA Box			
06/07/2018	CAT 6 Throughout			
06/07/2018	Misc Parts (Conduit, Wire Fittings)			
06/07/2018	***Internet Required for Off Site Viewing***			
06/07/2018	Power provided by connecting to existing 110v outlet by breaker box			

**TOTAL****\$4,500.00**

Accepted By

Accepted Date





**Dehlinger Construction**  
157 E. Lake Brantley Dr.  
Longwood, FL 32779  
407-636-9322  
admin@dehlingerconstruction.com  
dehlingerconstruction.com

## ESTIMATE

### ADDRESS

Don Asher and Associate  
1801 Cook Ave  
Orlando, FL 32806  
United States

**ESTIMATE # 1611**

**DATE 07/18/2018**

**EXPIRATION DATE 09/18/2018**

Two (2)  
Additional  
Estimates for  
Cameras + Lights

Both are higher  
than Seminole  
Technologies

### ACTIVITY

#### Sales

Don Asher and Associates, Inc.  
1801 Cook Ave  
Orlando, FL 32806  
United States

### AMOUNT

1,900.00

Contact: Judah Burton  
judah@donasher.com

Scope of Work: Playground and Picnic Table Area Lighting Install

- a. Furnish and install lighting for the surrounding playground and picnic table area - Solar, Motion Sensor, 1500 Lumens and 10' Pole
- b. Labor and Materials included.

Total Cost: \$1,900.00

**TOTAL**

**\$1,900.00**

Accepted By

Accepted Date



**Dehlinger Construction**  
157 E. Lake Brantley Dr.  
Longwood, FL 32779  
407-636-9322  
admin@dehlingerconstruction.com  
dehlingerconstruction.com

## ESTIMATE

### ADDRESS

Don Asher and Associates, Inc.  
1801 Cook Ave  
Orlando, FL 32806  
United States

**ESTIMATE # 1610**

**DATE 07/18/2018**

**EXPIRATION DATE 09/18/2018**

### ACTIVITY

### AMOUNT

#### Sales

Don Asher and Associates, Inc.  
1801 Cook Ave  
Orlando, FL 32806  
United States

5,400.00

Contact: Judah Burton  
judah@donasher.com

Scope of Work: Tennis Court and Playground Camera System Install

- a. Furnish and install camera system located around tennis court and playground area.
- b. Labor and Materials included.

Total Cost: \$5,400.00

**TOTAL**

**\$5,400.00**

Accepted By

Accepted Date



**CSI GLOBAL**  
Intelligent Security At Your Control

Wednesday, March 21<sup>st</sup> 2017

**To: Windsor Place HOA**  
**Attn: Sheila Walaszek**  
Belle Isle, FL 32812

**Projects Proposed: 3 new installations for adding security to your Tennis Court and Common Area**

- 1. Installing a new 20FT light pole w/ 2 LED lights & dedicated power circuit/timer = \$5288**
- 2. Installing 4 new high definition IP surveillance cameras and recorder on the light pole = \$4983**
- 3. Re-enforcing gate & installing new access control lockset system for tennis court = \$1956**

Dear Windsor Place HOA:

First, we would like to thank you for allowing us to continue servicing your community's security & surveillance needs. We look forward to continue providing you with top notch experience, prompt service & quality products with every project.

Here's the proposal you requested. If you have any questions or require any further information please don't hesitate to contact me directly at (305) 951-4008.

Sincerely,

**Ramon Rovira**

**VP of Sales**

**CSI Global**

**855-649-4952 XT-261**

**[ramon.rovira@csiglobalinc.com](mailto:ramon.rovira@csiglobalinc.com)**





**1. Installing a new 20FT light pole with bullhorn bracket , 2 LED light fixtures and dedicated power circuit; also includes a secured timer**

**OVERVIEW:**

A licensed electrical contractor will install a new light 20FT light pole on the South-West corner of the Tennis Court. The contractor will furnish all labor and materials for the sum of **\$5,288.00** as specified by the following scope:

**SCOPE OF WORK:**

- Will install pole reaching a height of 20 feet with two LED fixtures mounted to bullhorn. One fixture will point to the tennis court, while the other will shine on the playground/common area
- A 120V/20A circuit will be run from existing panel for lighting
- Will install timer for lights with a cover that is lockable
- Will install a box containing a new 120V/20A circuit approximately two feet from the ground on the new pole for cameras
- This quote includes the cost for permitting fees
- All work to be done during normal business hours (Mon thru Fri) unless otherwise noted

**INVESTMENT:**

Total price for the above noted equipment and labor = \$5,288 Plus Tax  
(Five thousand two hundred eighty-eight dollars + Tax)  
Price includes all permits fees

**2. Installing 4 new high definition IP surveillance cameras and recorder on the new light pole**

**OVERVIEW:**

CSI Global will install four 1080P High Definition color cameras on your new light pole. A Nema enclosure box will house one 8Ch recorder, one wireless router/modem and a battery backup. The recorder will contain 4TB's of internal hard drive storage for a target backup time of 5-7days.

**SCOPE OF WORK:**

After thoroughly inspecting the Tennis Court & Common Area we recommend mounting your new security equipment on your new light pole. CSI Global will provide all the materials, hardware & mounting accessories for all security equipment. Windsor Place HOA may provide (optional) an internet modem; this will enable them to remotely view the system.



## **EQUIPMENT LIST**

<b>Description</b>
4 High Definition IP Color Cameras with Night Vision
4 Mounting brackets & weatherproof enclosures (if needed)
1 Eight channel recorder
1 Four Terabyte Hard Disk Drives
1 Uninterrupted Power Supply
1 Router/Switch w/ wireless capabilities
1 Weatherproof Nema enclosure to maintain, protect & secure CCTV equipment
Security signs
Approximately 20 - 25 Labor Hours
Approximately 40FT of PVC
Approximately 50FT of Cable

## **INVESTMENT:**

Total price for the above noted equipment and labor = \$4,983 Plus Tax

(Four thousand nine hundred eighty-three dollars + Tax)

Any addition of cameras on this pole (agreed before installation) = \$299/each

## **3. Re-enforcing gate & installing new access control lockset system for tennis court**

## **OVERVIEW:**

CSI Global will install a mechanical entry lockset with ADA compliant handle and integrated combination keypad. A commercial grade door closer will secure the gate and keep it closed.

## **SCOPE OF WORK:**

We will install a mechanical lockset with electronic keypad on the tennis court gate and a door closer to keep the gate closed. Also, we'll need to install a wired mesh to protect from anyone reaching in and opening the door from the inside. Our technician will also need to weld a metal box to reinforce the lockset. This will ensure that only people with an access code will be able to use the tennis courts. One of the cameras will be monitoring the entry gate at all times.

## **INVESTMENT:**

Total price for the above noted equipment and labor = \$1,956 Plus Tax

(One thousand, nine hundred fifty-six dollars + Tax)

## **TERMS:**

- We require a 50% Deposit to order parts & schedule your installation; the balance of your invoice (including any change orders) will be due upon completion
- All balances are due and payable upon job completion unless otherwise agreed to in advance by CSI Global.





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

**Meeting Date:** August 21, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Social Media Policy

**Background:** The Council directed that a Social Media Policy be developed to establish guidelines for the establishment and use by the City of Belle Isle ("City") of social media sites as a means of conveying information to members of the public.

The intended purpose of City social media sites is to disseminate information from the City about the City's mission, meetings, activities, and current issues to members of the public. This Policy is intended to clearly identify prohibited activities, expectations, and requirements regarding the use of social media sites.

The City has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites and the content that is attributed to the City and its officials. This Policy ensures use of appropriate discretion so as not to discredit the City or violate policies and procedures related to standards of conduct, computer usage, ethics, or any other applicable City policies or procedures. All City employees and elected officials must be aware of the negative impact that inappropriate postings can have upon the City and the City's relationship with the residents and others in the community.

It is also very important for elected officials to review this policy so they do not violate the Florida Sunshine Laws, be called into question on their postings on "restricted group" websites, or that the public perceives that the elected official is speaking in an official capacity for the City Council. Although elected officials want to embrace social media to better communicate with constituents, some posts may be "not the best" social media judgment.

The City Attorney made changes to the Social Media Policy; therefore, the Council must adopt the new policy.

**Staff Recommendation:** Review the policy and if no changes are necessary, adopt the policy

**Suggested Motion:** **I move we adopt the Social Media Policy**

**Alternatives:** Do not adopt the policy but provide further direction to the staff.

**Fiscal Impact:** If followed, there should be no fiscal impact to the City.

**Attachments:** Revised Social Media Policy



## **CITY OF BELLE ISLE SOCIAL MEDIA POLICY AND PROCEDURES**

### **1. Purpose**

The City of Belle Isle (“City”) Social Media Policy and Procedures (“Policy”) functions to notify all City employees, elected and appointed officials, and third parties perpetuating business with the City or otherwise utilizing City social media sites and applications of the inherent risks—personally and for the City—of utilizing social media and other technologies for announcements and other tasks that relate to or perpetuate City business. This policy is narrowly tailored in recognition of the City’s compelling and significant interests, including but not limited to, ensuring compliance with federal, state, and local laws and regulations, Florida’s public records law and the Florida Sunshine Law, to promote and maintain an efficient workplace and work environment for the conducting of City business, utilization of the appropriate delegated discretion so as not to discredit or unreasonably expose the City to potential liability, and the City’s interests of providing information and services that benefit the public health, safety, and welfare. Adequate and ample alternative channels to convey various City-related, commercial, or personal messages exists that are not limited or affected by this Policy, including but not limited to, speaking during public comment portions of City meetings, posting or creating content on websites and applications that are not City social media sites as defined herein, or using alternative means of communication that do not involve City social media sites. Such alternative methods are reasonable for the affected speaker to communicate his or her intended audience.

This Policy is also intended to function as a clear and efficient communication to all City users as defined herein and elected and appointed City officials of the operational realities and best lawful practices in using City social media sites when used for purposes relating to or perpetuating City business as well as the risks associated with same. The City’s utilization of City social media sites shall not be construed as nor shall it be intended in any way to create a open, designated, or traditional public forum for expressive activities. Instead, utilization of City social media sites is intended to operate to the maximum extent permitted as the speech and communications of the City consistent with the government speech doctrine and will be utilized to: 1) inform and educate the public; 2) disseminate information from the City about the City’s mission, activities, meetings, and current City-related issues; 3) and to efficiently and timely perform City-related tasks; and 4) to otherwise provide an alternative avenue for the City itself to directly communicate to the public.

## **2. Definitions**

“Authorized City Users” means employees, agents, and volunteers of the City.

“Social media sites” means content created by individuals or entities, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media sites and applications includes but is not limited to Facebook, MySpace, Google and Yahoo Groups, Wikipedia, YouTube, Flickr, Twitter, LinkedIn, and news media comment-sharing/blogging.

“City social media sites” means social media sites and applications which the City establishes and maintains, and over which it has control over postings to the maximum extent practical and permissible under the relevant user guidelines, terms and conditions, or policies and procedures of such sites and applications as may be amended. City social media sites may be utilized as a supplement to, but shall not replace, the City’s required notices and standard methods of communication.

“Posts” or “postings” mean information, articles, pictures, videos or any other form of communication posted on a City social media site by Authorized City Users. In recognition that some social media sites and applications do not or cannot allow posts, comments, “likes,” or similar communications from other members of the public to be disabled or removed, any and all posts or postings on City social media sites made by Authorized City Users are intended to and shall remain the governmental speech of the City entitled to all protections and privileges afforded under the government speech doctrine despite the placement or occurrence of “likes,” comments, posts, or other communications of any kind made by any person or entity other than Authorized City Users.

## **3. General Policy**

3.1. The City’s official website at [www.cityofbelleislefl.org](http://www.cityofbelleislefl.org) (or any domain owned by the City) will remain the City’s primary means of internet communication.

3.2. The establishment of City social media sites is subject to approval by the City Manager or his/her designee. Upon approval, City social media sites shall bear the name and/or official logo of the City. Additionally, to the extent practical, City social media sites shall contain the following statement, in the same or substantially similar form, predominantly displayed, tacked, pinned, linked, or otherwise made available on City social media sites:

Any post, communication, or submission to this webpage, website, account, or posting that violates local, state, or federal law may be removed by the City of Belle Isle (“City”), and the City reserves the right to revoke participation or content posting rights hereon at any time and without notice. The City operates



same as the governmental speech of the City, and does not intend that anyone other than an Authorized City User as defined in the City of Belle Isle Social Media Policy and Procedures may speak for the City. A copy of the City's Social Media Policy and Procedures is available for inspection at City Hall. Additionally, pursuant to Florida law, any post, submission, or communication may constitute a public record under chapter 119, Florida Statutes, which may require the City to archive and otherwise make such post, submission, or communication available for public inspection. This webpage, website, account, and any postings or communications thereon are not monitored for public records requests, questions, notices, or any other requests from the public, and all participants should not expect any response from the City regarding same. Should you have any questions regarding this notice, you are asked to contact the City Manager. Should you desire to make a public records request, please direct such request to the City Clerk.

3.3. All content on City social media sites shall be reviewed, approved, and administered by the City Manager or his/her designee.

3.4. City social media sites shall clearly state that such sites are maintained by the City and that the sites comply with the City's Social Media Policy.

3.5. City social media sites shall, to the maximum extent possible or practical, link back to the City's official website for forms, documents, online services and other information necessary to conduct business with the City.

3.6. The City Manager or his/her designee shall monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City. The City Manager or his/her designee shall be responsible for authorizing, establishing, and maintaining content posted on behalf of the City and shall develop and implement measures to prevent inappropriate, confidential, offensive, or damaging information from being shared or disseminated. Such information shall additionally include any communications constituting unprotected speech under the federal or Florida constitutions.

3.7. City social media sites shall be managed consistent with the Open Meetings Act. Members of the City Council, Commissions and/or Boards shall not comment on any published postings, or use City owned sites or City social media sites to respond to, blog or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the body or that may foreseeably come before the relevant body. Additionally, elected and appointed officials should be aware that posting to a private social media site when discussing any City business or topic regarding the City is a public record according to the Public Records Act and could also violate the Florida Sunshine Laws (See Section 5.1 of this policy).

3.8. The City reserves the right to terminate or modify any City social media site at any time without notice.

3.9. City social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.

3.10. The City's Social Media Policy shall be displayed to users or made available by hyperlink if possible and practical. Hard copies of the City's Social Media Policy shall be kept and maintained at City Hall.

3.11. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.

3.12. City social media sites are subject to the Florida Public Records Act. Any content maintained on a City social media site that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure. All postings on City social media sites shall be sent to an official City email account and maintained consistent with the Public Records Act and relevant retention schedules.

3.13. City employees and Authorized City Users shall conduct themselves at all times as professional representatives of the City in every manner relating to City social media sites and in accordance with all City policies. Additionally, City employees and Authorized City Users may only post content or communications on City social media sites that represents the government speech of the City as approved by the City Manager or his/her designee.

3.14. All City social media sites shall utilize authorized City contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any City employee is not allowed for the purpose of setting-up, monitoring, or accessing a City social media site.

3.15. Due to the inherent nature of social media sites and applications, including specific terms and conditions, user guidelines, user policies, and similar, City social media sites may contain content, including but not limited to, advertisements or hyperlinks that the City may not turn off, remove, disable, or otherwise exert editorial control.. The City does not endorse any hyperlink or advertisement placed on City social media sites by the social media site's owners, vendors, or partners. Additionally, consistent with the government speech doctrine, the presence of additional content unaffiliated with the City or with the speech of the City shall not cause or be considered as a waiver of any protections or privileges afforded under the government speech doctrine given the operational realities of social media, web applications, and the internet generally.

3.16. The City Manager or his/her designee shall regularly monitor City social media sites used by the City and take corrective action if an issue arises that places, or has the potential to place, the City at risk.

3.17. The City expressly reserves the right to change, modify, or amend all or part of this policy at any time.

#### **4. Content Guidelines**

4.1. The content of City social media sites shall only pertain to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.

4.2. Content posted to the City's social media sites must contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of Belle Isle, whenever possible.

4.3. The City shall have full permission or rights to any content posted by the City, including photographs and videos, to the maximum extent permissible under law.

4.4. Postings shall be made during normal business hours. After-hours or weekend postings shall only be made with approval of the City Manager or his/her designee.

4.5. Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with this policy and the social media site's use policies and terms and conditions.

4.6. Any employee authorized to post items on any of the City's social media sites shall not express his or her own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City employee shall only reflect the views and speech of the City.

4.7. Postings must contain information that is freely available to the public and not be confidential as defined by any City policy or state or federal law.

4.8. Postings may NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public.

4.9. Postings to City social media sites shall NOT contain any of the following:

4.9.1. Comments that are not topically related to the particular posting being commented upon;

4.9.2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;

4.9.3. Profane or offensive language or content;

4.9.4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;

4.9.5. Sexual content or links to sexual content, obscenity, or pornography;

4.9.6. Solicitations of commerce except as may be authorized by the City Manager or his/her designee;

4.9.7. Conduct or encouragement of illegal activity;

4.9.8. Information that may tend to compromise the safety or security of the public or public systems;

4.9.9. Speech that is unprotected under the federal or Florida constitutions; or

4.9.10. Content that violates a legal ownership interest of any other party.

4.10. These guidelines shall be made available by hyperlink on all City social media sites or at City Hall. Any content removed based on these guidelines, to the fullest extent possible, must be retained, including the time, date and identity of the poster.

4.11. The City reserves the right to implement or remove any functionality of its social media site, when deemed appropriate by the City Manager or his/her designee. This includes, but is not limited to, information, articles, pictures, videos or any other form of communication that is posted on a City social media site or in recognition of hosting, application, or site amendments or modifications to their permissions, guidelines, options, features, or policies and procedures.

4.12. Except as expressly provided in this Policy, any person accessing any social media site shall comply with all applicable City policies pertaining to communications and the use of the internet by employees, including email content.

4.13. All of the content on City social media sites must be provided to the City Manager or his/her designee for review, approval and subsequent posting to the social media site. Such editorial review and discretion shall remain at all times with the City Manager or his/her designee and shall function to ensure the full protections of the government speech doctrine, compliance with this Policy, and that all communications are and remain the speech and message of the City.

4.14. Employees found in violation of this policy, in compliance with fundamental fairness and due process as guaranteed by law, may be subject to disciplinary action, up to and including termination of employment in compliance with the City's personnel policy.

## **5. Elected or Appointed Officials**

5.1. Elected or appointed officials who are members of City Council, boards or committees that individually wish to utilize City social media sites or to create or utilize their own or others websites, applications, or social networking internet websites, which pertain to or allow for communications relating to City matters, should be aware of the risks and requirements as set forth in Florida law, including but not limited to Florida Attorney General Opinions, the Sunshine Law, and the Public Records Law, prior to the establishment of such a site or activities thereon. Extreme caution and care should be exercised by such officials and anyone acting on their behalf in posting or uploading any content to a website, application, or social networking internet website in order to: avoid the appearance of impropriety; unnecessarily expose themselves or the City to liabilities; prevent complaints or allegations of bias or favoritism; avoid violations of the Sunshine Law or the Public Records law, including retention or spoliation issues; violations of Florida's ethics rules; and/or violations of Florida's Election Code. Elected or appointed officials are encouraged to contact the City Attorney regarding questions relating to this Policy.

## **6. Severability; Conflicts**

6.1. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this Policy is declared unconstitutional or unenforceable by a valid final judgment or decree of any court of competent jurisdiction, then the declaration of same shall not affect any other part of this Policy. Should this Policy conflict with the City Charter or City ordinances or parts thereof, then the City Charter or City ordinance provisions shall apply but only to the extent of such direct conflict.

## **7. Disclaimer; Non-Waiver**

7.1. The City disclaims all liability and shall not be responsible for any effect, injury, damage, claim, action, or demand to the fullest extent permissible under law relating to or arising from a post, submission, or communication to a social media site, application, or other external web service by any member of the public, the City's removal of or failure to remove a post or submission, the City's failure or election not to follow or enforce this policy in every circumstance, or any other matter relating in any way to this Policy. The City further disclaims all liability and shall not be responsible for content or expression posted by City employees or any other persons or entities not acting within the course and scope of their City duties and with authorization as outlined in this Policy. Failure to comply with this Policy or any portion

thereof by the City shall not create any expectation, right, or interest in an private, public, or other right of action against the City, its elected or appointed officials, officers, employees, personnel, or agents.

By posting information, content, or any expressions of any kind to any City social media sites, the City does not waive any legal right, protection, privilege, or immunity, including but not limited to, copyright, trademark, and/or sovereign immunity, including but not limited to the protections afforded pursuant to section 768.28, Florida Statutes, and the City shall at all times retain all rights to such information, content, or any expressions to the fullest extent permissible under federal and Florida law.

#### **8. Effective Date.**

Effective August 21, 2018, the City shall implement this Policy, violation of which may result in disciplinary actions or sanctions as provided herein or as set forth in the City Charter, Code of Ordinances, or otherwise available under law.

## **Addendum A: Acknowledgement/Understanding of City Social Media Policy and Procedures**

By signing this Policy, I hereby affirm and acknowledge, that I understand this Policy and have been provided a reasonable time to secure counsel or clarification regarding this Policy, and I agree that should I have any other or further questions regarding this Policy, I shall provide such questions in writing to the City Manager or his/her designee within fifteen (15) days of receiving this Policy for review. Additionally, I understand and have been provided notice of the risks associated with conduct or expressions which relate to this Policy as detailed herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Position)

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



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

**Meeting Date:** August 21, 2018

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Rules of Council

**Background:** Over the past year, the City Council requested rules on the procedures for meetings and decorum. The City Manager provided a document that was used in another city with much success. It is being provided again to determine if the Council would like to create a policy with all or parts of this document. Council Rules and procedures are commonplace in cities, so if the Council wants other examples, they can be provided for future discussion.

**Staff Recommendation:** Adopt the policy as a whole.

**Suggested Motion:** **I move that we adopt the Policy presented for the Belle Isle City Council.**

**Alternatives:** Do not adopt the policy and either direct staff to provide other examples or do not adopt any policy on Council Rules.

**Fiscal Impact:** None

**Attachments:** Council Rules from Hood River, Oregon



# CITY OF HOOD RIVER

## COUNCIL PROCEDURES



ADOPTED September 12, 2011, Resolution 2011-31

CITY OF HOOD RIVER  
COUNCIL PROCEDURES

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## **INTRODUCTION**

These rules are adopted as required by the City Charter, Section 13. These rules are reviewed and updated periodically. This version of the Council Rules was adopted on July 24, 2006, by Resolution No. 2006-16.

ORS 192.001 et seq., Public Records, Reports and Meetings and relevant portions of the City Charter and Municipal Code are incorporated into these rules by reference.

It is noted at the outset that the Public Meetings Law is a public attendance law intended to ensure that decisions of governing bodies, such as the City Council, are arrived at openly. The following procedures are designed to effectuate that intent. All meetings are open to the public, except Executive Sessions. Consistent with the Public Meetings Law, although all meetings are open to the public, the public may not be allowed to participate in all meetings, unless required by law or allowed by the governing body.

## **DEFINITIONS**

As used in these Rules, the following mean:

**Council Committees.** All Council committees, commissions, task forces, and advisory bodies as specified in the Hood River Municipal Code. These rules do not apply to committees, etc., that have been formed under the authority of the City Manager.

**Council and Council Members.** The Mayor, Council President, and Councilors.

**Council Meetings.** All regular Council meetings, special meetings, executive sessions, emergency meetings, work sessions, and joint meetings with other Council committees or commissions.

## **SECTION 1: AUTHORITY**

As authorized by the Hood River City Charter of 1991, the Hood River City Council establishes the following rules for the conduct of its meetings, proceedings and business. These rules shall be in effect from Council adoption until such time as they are amended, added to, deleted or replaced in the manner provided by these rules.

## **SECTION 2: MAYOR AND COUNCIL**

- 2.1 Presiding Officer. The Mayor will preside over Council meetings. In the Mayor's absence, the Council President will preside. Whenever the Mayor is unable to perform the functions of the office, the Council President will act as Mayor. In the absence of both the Mayor and Council President, the Council will designate a senior member of the Council to serve as the Presiding Officer.

- 2.2 Policy Making. The Council is the policy making body of the City of Hood River. The Council speaks on adopted policy with one voice. Council decisions may not be unanimous, but once voted upon, define the policy position of the Council, even though individual Councilors' opinions may differ.
- 2.3 Filling Vacancies: Any vacancy occurring on the City Council will be filled as follows.
- a. When a vacancy occurs, the City Manager shall publish a Notice of Vacancy inviting applications to be filed by interested, qualified candidates. The notice shall state that any information provided is subject to the Oregon Public Record Laws. Candidates must include in their filing a resume describing their background and a statement of the reason(s) why they desire to be considered for appointment. The City Recorder will verify the qualifications of the candidates.
  - b. The Council will establish a date when all applications from eligible persons must be filed with the City Recorder. The filing of a written application is considered as placing that person in nomination.
  - c. After the date for filing has expired, the Council may direct the City Manager to set a time and date for interviews with all candidates. The Council may elect to reopen the vacancy procedure, at its discretion, prior to selection. If the procedure is reopened, a second notice does not need to be published.
  - d. Prior to the date of the interviews, the City Recorder will report back to the City Manager and Council whether the candidates are eligible to serve.
  - e. If the Council is satisfied that it has concluded the process of reviewing potential nominees and the qualifications of the nominees, the presiding officer shall declare the nominations closed and call for a written nominating ballot.
  - f. The Mayor and each Councilor will vote for one person among the nominees on the nominating ballot. Those persons who receive the two largest number of votes are designated as the nominees for the final written electing ballot, provided, however, that any nominee receiving five (5) votes is considered elected to fill the vacancy.
  - g. If only one (1) person is placed in nomination, a motion to direct the City Recorder to record a unanimous ballot for that person is in order.
  - h. The City Recorder and City Attorney act as tellers on the balloting and declare the results of each ballot. The tellers may declare the vote of each Councilor upon request by the majority of Councilors voting.



- i. A majority vote of the remaining members of the Council for a candidate for a Council vacancy is necessary to constitute a choice on the final electing ballot.
- j. In the event that no nominee for any vacancy receives the necessary number of votes, additional ballots must be taken until one of the nominees receives the required number of votes.
- k. During the vacancy filling process, the Council will fill as many vacant positions as possible according to the procedure described above.

### **SECTION 3: COUNCIL MEETINGS**

- 3.1 Regular Meetings. Regular meetings of the Council are held on the second and fourth Monday of each month immediately following the Council Work Session and will adjourn no later than 9:00 p.m., unless the Council extends the meeting by passing a motion of the Council, and then the extension will be for no longer than one hour. Any business remaining will be carried over to the next meeting. If there is a time sensitive issue remaining, that, or those, will be moved to the front of the extended hour. Regular meetings are held at the Hood River Municipal Courtroom. The time, date, and/or location of the Regular Meeting may be changed from time to time for special circumstances (For example: holidays, joint meetings with other governing bodies, expected large audience, or to have a quorum present). Regular meeting notice requirements will be followed for any changes to regular meetings.
- 3.2 Work Sessions. Work Sessions of the Council are held on the second and fourth Monday of each month immediately preceding the Regular Meeting. Work Sessions begin at 6:00 PM in the Council Chambers at the Hood River Municipal Courtroom.
- 3.3 Special Meetings. Special meetings of the Council may be called by the Mayor or by the President of the Council in the Mayor's absence, or by consent of a majority of Councilors, by giving notice of the meeting to the Council members and the public at least 24 hours in advance. Special meetings will be topic specific.
- 3.4 Emergency Meetings. Emergency meetings of the Council are Special Meetings that can be called with less than 24 hours advance notice. The meeting will be topic specific and the minutes will state the nature of the emergency justifying less than 24 hours notice. An attempt must be made to notify interested persons and the media of the need for the emergency meeting.
- 3.5 Workshop or Training Meetings. Workshop or training meetings of the Council may be held at the convenience of the Council at a time when as many Councilors as possible can attend. These meetings may be held for Council goal setting, new

Council training, Council retreats, or longer workshops for planning programs or projects. Goal setting sessions and retreats may be held out of town so long as no decision making or discussion toward decisions occurs. Any goals arrived at by the process should be confirmed in public at a Regular Meeting. These meetings are public meetings open to public attendance and may be held without opportunity for public input.

3.6 Executive Sessions. Executive sessions may be scheduled at any time during a meeting, and usually occur before work session or after the regular meeting. Under state public meeting laws, the topics that may be discussed in executive session are limited to the following:

Employment of specific public officers, employees and agents and under limited circumstances. ORS 192.660(2)(a)

Discipline or dismissal of individual public officers and employees, unless the individual requests a public hearing. ORS 192.660(2)(b)

Performance evaluations of public officers and employees, unless the person being evaluated requests a public/open evaluation. ORS 192.660(2)(i)

Labor negotiator consultations. ORS 192.660(2)(d)

Discussion of exempt public records. ORS 192.660(2)(f)

Legal counsel re: litigation or litigation likely to be filed. ORS 192.660(2)(h)

Real property transactions. ORS 192.660(1)(e)

Public investments. ORS 192.660(2)(j)

Media representatives are allowed to attend executive sessions subject to the understanding that information from the meetings, that is the proper subject of an executive session, will not be reported. The Council has discretion to determine who qualifies as media for purposes of attendance at an executive session.

Councilors and staff should not discuss executive session matters following an executive session because doing so may permit the media to report on the matter. However, this restriction on disclosure does not apply to any formal action that may be taken following executive session.

At the commencement of each executive session, the presiding officer must state on the record the purpose of the executive session and that executive session information is confidential and may not be reported. If this is not done, the proceedings may be reported.

- 3.7 Attendance. Councilors need to inform the Mayor, Council President, City Manager, or City Recorder if unable to attend any Council meeting. The Mayor will inform the Council President, City Manager and City Recorder if unable to attend any Council meeting.

#### **SECTION 4: AGENDA AND ORDER OF BUSINESS**

- 4.1 Agenda Content. Council Regular Meetings and Work Sessions will generally follow the following order of business. The Mayor may consider agenda items out of order as necessary to facilitate the efficient management of the meeting:

a. **PUBLIC HEARINGS**

Public hearings will generally precede the Work Session and Regular Meeting, but may be held at any time. The procedures governing the public hearing at issue will be in a written form and provided to the Presiding Officer at the time of the hearing. The time allotted for a public hearing may be extended by the Presiding Officer or with consensus of the Council as necessary to conclude the matter; otherwise, the hearing shall be continued.

1. **NON-LAND USE HEARINGS.** Hearings on non-land use matters and issues are calendared and held as necessary.

2. **LAND USE HEARINGS.** Land use hearings may be legislative or quasi-judicial.

3. The procedures for public hearings are contained in the Appendix.

b. **WORK SESSION**

1. **CALL TO ORDER**

2. **FLAG SALUTE**

3. **AGENDA ADDITIONS OR CORRECTIONS**

4. **DISCUSSION ITEMS**

5. **ADJOURN WORK SESSION**

c. **REGULAR MEETING**

1. **OPEN MEETING**

2. **AGENDA ADDITIONS OR CORRECTIONS**

3. CONSENT AGENDA. Consent agenda items are business items about which there is expected to be no conflict and are generally routine business items. Consent agenda items usually include Action on Minutes and Payment of Approved Claims, and other items on which a consensus has been reached during Work Session, and which do not require a roll call vote.

4. BUSINESS FROM THE AUDIENCE. This is the time for citizen participation during which citizens may comment on both agenda and non-agenda issues (except with respect to matters that are the subject of a public hearing). Members of the public desiring to address the Council must first be recognized by the Presiding Officer and then state their name and address for the record. Each person will have up to three minutes to present their comments, with a maximum of 15 minutes allotted to Business From the Audience. Groups with like comments will be asked to choose a spokesperson who will present their joint remarks. If additional time is needed the Presiding Officer will determine the need and additional time limit. The Council may not take action on any item under Business from the Audience, but may ask questions for clarification and, with consensus of Council, direct staff to report back on the matter at a subsequent meeting.

5. REPORT OF COMMITTEES. This is the time for Councilors to report on the business of committees in which they participate on behalf of the City. This agenda item is on the second monthly meeting agenda only.

6. REPORT OF OFFICERS

7. MAYOR'S REPORT

8. COUNCIL CALL. This is the time in which individual Councilors may report on issues or concerns of City-wide interest. The Council may not take action on any item under Council Call, but may with consensus of Council direct staff to report back on the matter at a subsequent meeting or place the matter on a future agenda.

9. ADJOURN REGULAR MEETING

#### 4.2 Agenda Preparation.

a. The City Manager sets the agenda for each Council meeting. The City Manager maintains a 2-3 meeting preliminary agenda. Items may be placed on a preliminary agenda by consensus of Council or by the Mayor, City Manager, or City Attorney.

b. The City Recorder prepares the agenda, specifying the time and place of the meeting, including a brief general description of each item to be considered by Council, and including any packet materials to be attached to the agenda. The City Recorder prepares the packet on the 4th business day prior to the meeting (Wednesday for a Monday meeting) and all materials for the packet must be provided to the City Recorder by 12:00pm (noon) on that day. Agendas and packets are distributed to Council and available to the public for review or purchase not later than the 2<sup>nd</sup> business day prior to the meeting (Friday for a Monday meeting).

c. Agenda items should be added to the Council agenda after it is printed and distributed only when required by business necessity. An item will be placed on the Council agenda after the agenda is printed after the Mayor or City Manager explains the necessity and receives the consent of the Mayor or Presiding Officer. The City Recorder will notify the media and any known interested citizens as soon as possible after receiving information about agenda additions. The addition of agenda items after the agenda has been printed is otherwise discouraged.

## **SECTION 5: COUNCIL DISCUSSION AT PUBLIC MEETINGS**

5.1 General. Councilors should ask the Mayor to be recognized, be direct and candid, speak one at a time, ask questions to clarify information, and be conscious of time limits during discussions. Councilors are responsible for facilitating discussions.

5.2 Public Hearings. Council members should not make judgments or decisions about matters presented at a public hearing until all relevant written material has been reviewed, and all staff, citizen, and Council comments, opinions and recommendations have been considered. When necessary, it may be appropriate to defer action on a hearing to request new or additional information (subject to evidentiary limitations).

5.3 Discussion and Decision Making.

a. During decision making, there should be full discussion of opinions and differences. After a decision has been made and vote taken, that decision is the official decision of the Council. Council members should not criticize other Councilors or staff for acting on a decision with which the Council member does not agree. Council members may, however, point out how their individual opinion differs from the majority.

b. When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement and conclusion of the discussion.

c. Councilors may clarify their views on a particular item prior to taking the formal vote on an item.

#### 5.4 Decorum and Order.

- a. The Presiding Officer preserves decorum and decides all points of order. Councilors help the Presiding Officer preserve decorum during Council meetings and are required to follow the direction of the Presiding Officer and these Council Rules.
- b. Councilors should not use their opportunity to speak to engage in personal attack or impugn the motives of any speaker. In the event a Councilor is personally offended by the actions or remarks of the Mayor or another Councilor, they should note the action or actual words used and call for a “point of personal privilege” that challenges the other Council member to justify the action or language used.
- c. The Presiding Officer, or any Councilor upon motion and majority vote, may remove any person who does not follow these rules and causes repeated disruption of the meeting. If a meeting is disrupted, the Mayor may order that the Council Chambers be cleared and a recess called until order is restored.

### **SECTION 6: COUNCIL MOTIONS AT PUBLIC MEETINGS**

#### 6.1 General.

- a. Unless otherwise provided for by these rules and by law in the opinion of the City Attorney, the procedure for Council meetings will be governed by Robert’s Rules of Order (latest edition).
- b. Councilors should clearly and concisely state their motions. The Mayor will state the names of the Councilor who made the motion and made the second. The Mayor may make a motion or a second, provided that they first designate the Council President, or in their absence a senior member of Council, as the presiding officer during consideration of the matter.
- c. Prior to voting on a motion, the motion should be repeated by the City Recorder or Mayor to ensure that the action being taken and meeting record is clear.
- d. Most motions die if they do not receive a second. Motions for nominations, withdrawal of a motion, agenda order, roll call votes, and a point of order do not require a second.
- e. The Mayor will ask for a voice vote for all final decisions. Roll call votes are required when otherwise requested by a Councilor and for votes on all ordinances.



- f. At the conclusion of any vote, the Mayor will announce the result of the vote. Councilors may change their vote prior to the Mayor announcing the results of the vote.
- 6.2 Withdrawal. A motion may be withdrawn by the mover at any time prior to announcement of the results of the vote without the consent of the Council.
- 6.3 Passage and Tie. A motion passes only if it receives four or more votes, regardless of the number of Councilors present. A motion fails in the event of a tie vote.
- 6.4 Postpone.
  - a. A motion to postpone to a certain time is debatable and amendable. The matter may be considered later at the same meeting or at a future meeting.
  - b. A motion to postpone indefinitely is debatable and is not amendable. It may be reconsidered at the same meeting only if approved by an affirmative vote. This motion does not really postpone the matter, but effectively rejects the matter without a direct vote.
- 6.5 Call for Question. A motion to call for the question ends debate on the matter and is not debatable. A second is required for this motion and it fails without a majority vote. Debate may continue if the motion fails.
- 6.6 Amendment.
  - a. A motion to amend may be made to a previous motion that has been seconded but not voted on. A second is required for this motion. An amendment is made by adding, striking, or substituting words.
  - b. Motions to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration, and take from the table may not be amended.
  - c. Amendments are voted on first, then the main motion as amended.
- 6.7 Reconsideration. When a question has been decided, any Council member who voted in the majority may move for reconsideration. The motion for reconsideration must be made before adjournment of the meeting in which final action on the ordinance, resolution, order or other decision was taken.

## **SECTION 7: COUNCIL RELATIONS AND COMMUNICATIONS**

- 7.1 Council Relations With Staff.
  - a. Questions of City staff and/or requests for additional information should be directed to the City Manager or a Department Head through the City Manager. However, simple questions readily answerable may be directed to a Department

Head or senior staff member. Materials or information supplied in response will be provided to all Councilors.

b. When questions relate to matters on a meeting agenda, Councilors are encouraged to present their questions to the City Manager prior to the meeting when possible. This helps to resolve common questions or issues prior to the meeting so that substantive discussion and action can take place at the meeting.

c. Mayor and Councilors will not direct staff to take any action or initiate any project or study without the approval of a majority of the Council.

d. Councilors should never express concerns about the performance of a City employee in public or to the employee directly. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

## 7.2 Council Relations With One Another in Public Meetings.

a. The City Council is comprised of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and future of the community. The public stage is provided during business meetings and should be used to show how individuals with disparate points of view can find common ground and seek compromise designed to benefit the community as a whole.

b. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of democracy in action.

## 7.3 Council Relations With Citizens, Other Public Agencies, Community Organizations and Media.

a. Councilors should not ask citizens to appear at a Council meeting to state a complaint or question that has not been previously presented to staff. As a first step, Councilors should refer the citizen with questions, complaints or suggestions to the City Manager or the appropriate Department Head. Councilors may further explain that if the citizen is not satisfied with the results, they may present their issue during the public input portion of the next Council meeting. Councilors should always inform the City Manager upon receipt of a citizen inquiry or complaint for which some type of follow up is necessary.

b. Councilors should be welcoming to citizens and other non-staff speakers at public meetings. Councilors should ask for clarification where necessary and avoid debate and argument with any member of the public.

c. In unofficial and non-public meetings or encounters with constituents and other members of the public, Councilors should never expressly or impliedly promise Council or staff action of any kind or make any admissions of fault or responsibility on behalf of the City.

d. All outside communications that represent a Councilor's individual interests and opinions in opposition to the Council position must clearly indicate that the communication is not representative of the Council position and is the Councilor's personal position.

e. If a Councilor represents the City or Council before another governmental agency, a community organization, or the media, the Councilor should first state the Council majority position and then may, thereafter, state the minority position. Personal opinions and comments should be expressed only if the Council member makes clear that the opinions and comments are their own.

f. A Councilor should obtain appropriate permission before representing another Councilor's view or position in public.

g. Councilors should use discretion in disseminating staff opinions, correspondence or other staff reports regarding on-going issues prior to the issues being resolved. This is particularly important because disclosure of a document or information may result in the document or information losing any protected or privileged status it may have had under the Public Records Law or other law.

## **SECTION 8: CODE OF ETHICS**

8.1 Impartiality and Fairness. Councilors are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or interest group at the expense of the City as a whole. Councilors should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, gender, social station or economic position.

8.2 Oregon Statutes on Government Standards and Practices. All Council members are individually responsible for compliance with the Oregon Revised Statutes governing the ethical conduct of public employees and officials. Violation of these statutes may result in personal liability.

## **SECTION 9: COUNCIL MEETING STAFFING**

9.1 City Manager. The City Manager will attend all Council meetings unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote.

9.2 City Attorney. The City Attorney will attend all Council meetings unless excused, and will upon request, give an opinion, either written or oral, on legal questions. The City Attorney acts as the Council's Parliamentarian. The Parliamentarian advises the Presiding Officer on matters of parliamentary procedure; the Presiding Officer has the authority to rule on questions of order or to answer parliamentary inquiries.

9.3 City Recorder. The City Recorder will attend all Council meetings unless excused and keep the official minutes and perform other such duties as may be needed for the orderly conduct of the meeting.

9.4 Other Staff. The City Manager will determine any other department heads that may need to attend Council meetings.

## **SECTION 10: COMMITTEES**

### **10.1 Appointment and Removal Generally.**

a. Council members will encourage broad participation on Council committee by generally limiting the number of terms a citizen may serve on the same committee.

b. A citizen should not serve on more than two Council committees simultaneously. Any citizen serving on two Council committees may not be the chairperson of both committees simultaneously.

c. Upon consensus of Council, a citizen may be removed from a Council committee prior to expiration of term of office. Removal of Planning Commissioners is subject to HRMC Chapter 2.36. Notice of removal to the affected committee member shall be handled with respect and courtesy.

10.2 Filling Planning Commission and Budget Committee Vacancies: Any vacancy occurring on the Planning Commission or City Budget Committee will be filled as follows.

a. When a vacancy occurs on the Budget Committee or the Planning Commission, the Council may reappoint the member whose term has expired if the Council believes circumstances warrant reappointment. In all other cases, when a vacancy occurs on the Budget Committee or Planning Commission, the City Manager shall publish a Notice of Vacancy inviting applications to be filed by interested, qualified candidates. The notice shall state that any information

provided is subject to the Oregon Public Record Laws. Candidates must include in their filing a resume describing their background and a statement of the reason (s) why they desire to be considered for appointment. The City Recorder will verify the qualifications, if any, of the candidates.

b. The Council will establish a closing date when all applications from eligible persons must be filed with the City Recorder. The filing of a written application is considered as placing that person in nomination. If all vacancies are not filled after the conclusion of the process outlined in this section, the closing date will remain open for the unfilled vacancy until the vacancy is filled.

c. After the closing date, the Council may direct the City Manager to set a time and date for interviews with all candidates. The Council may elect to reopen the vacancy procedure, at its discretion, prior to selection. If the procedure is reopened, a second notice does not need to be published.

d. Prior to the date of the interviews, the City Recorder will report back to the City Manager and Council whether the candidates are eligible to serve.

e. If the Council is satisfied that it has concluded the process of reviewing potential nominees and the qualifications of the nominees, the presiding officer shall declare the nominations closed and call for a written nominating ballot.

f. The Mayor and each Councilor will vote for one person among the nominees on the nominating ballot. Those persons who receive the two largest number of votes are designated as the nominees for the final written electing ballot, provided, however, that any nominee receiving five (5) votes is considered elected to fill the vacancy.

g. If only one (1) person is placed in nomination, a motion to direct the City Recorder to record a unanimous ballot for that person is in order.

h. The City Recorder and City Attorney act as tellers on the balloting and declare the results of each ballot. The tellers may declare the vote of each Councilor upon request by the majority of Councilors voting.

i. A majority vote of the remaining members of the Council for a candidate for a Commission or Committee vacancy is necessary to constitute a choice on the final electing ballot.

j. In the event that no nominee for any vacancy receives the necessary number of votes, additional ballots must be taken until one of the nominees receives the required number of votes.

k. During the vacancy filling process, the Council will fill as many vacant positions as possible according to the procedure described above.

### 10.3 Filling Vacancies on Other Committees.

a. Except as provided in Section 11.2 and except as may otherwise be provided by the Council when establishing other committees, the Mayor will appoint the members of Council to committees with the consent of Council. The Mayor may request assistance or recommendations from Councilors in making appointment recommendations.

### 10.4 Liaisons/Representatives to Other Agencies.

a. The Mayor may appoint City liaisons or representatives to all committees and task forces of other agencies and community organizations for which participation of an elected or appointed official from the City is determined to be necessary or beneficial to the City. The Mayor may remove the liaison or representative upon consensus of the Council.

b. Councilors and other appointed officials interested in a subject area should inform the Mayor of their interest and the Mayor should take these interests into account when making the appointment. Appointments should be made annually and rotated as needed.

c. Council appointees should make every effort to attend all meetings of the committee or task force, etc., to which they have been appointed. If an appointee fails to attend 3 or more consecutive meetings, the Mayor may remove the appointee.

d. The primary role of an appointee is to facilitate communication between the relevant committee and the Council and to represent the City's interests as determined by a majority of the Council.

e. Appointees are required to report to the Council on significant and important activities of each committee to which they have been assigned at the second Council meeting each month. Reports are usually made orally.

## **SECTION 11: USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

11.1 Definition. For the purposes of this section, "confidential" means anything done or communicated in a manner denoting confidence or secrecy, including, but not limited to, information designed to be held in trust or labeled as confidential; information not subject to public disclosure under the State public records or public meetings laws; information disclosed during or in connection with a privileged or protected relationship, such as between an attorney and client; and other information determined to be essential to the fiduciary duties of an elected official to the City. All matters properly discussed in executive session are confidential.

11.2 Disclosure of Confidential Information. Councilors must keep in complete confidence confidential information to insure that the City's position is not compromised. Confidential information may be disclosed or otherwise released to the public upon a consensus determination by the Council that confidentiality is no longer necessary, or if otherwise instructed by the City Attorney.

11.3 Improper Disclosure. Improper disclosure of confidential information is deemed an act outside the course and scope of disclosing the Councilor's agency relationship with the City and may subject the Councilor to forfeiture of the protections under the Oregon Tort Claims Act, including the right to defense and indemnification, for any damages or liability resulting from or relating to the disclosure of the confidential information.

11.4 Statements Relating to Confidential Matters. All public statements, information, or press releases on confidential matters will be made by designated staff or Council representative.

11.5 Written Materials. Council members must keep all confidential written materials in complete confidence.

11.6 Executive Session. Council members may not communicate any information from any executive session to the media or anyone who was not present at the executive session unless authorized by a consensus of the Council. Information from an executive session does not include information or direction made after the executive session is closed and the regular meeting resumed. If staff is given direction to proceed with negotiations or litigation in a specific matter, Council members may not have any contact or discussion on the matter or subject with any other party or its representative, or otherwise take steps that might interfere with the direction given to staff by Council.

## **SECTION 12: MEDIA**

12.1 Open Meetings. All public meetings of the Council and its committees are required by Oregon law to be open to the media, freely subject to recording by any electronic means or photographic means at any time, provided that the arrangements do not interfere with the orderly conduct of the meeting. The Council does have discretion, however, to determine who or what constitutes "the media."

12.2 Media Attendance at Executive Sessions. Media representatives are allowed to attend most Council executive sessions subject to the understanding that issues will not be reported. Upon opening the executive session, the Mayor specifies what may or may not be reported. The public meetings statute allows the general subject of the discussion to be disclosed. Media representatives are not allowed to tape or video record executive sessions. Media representatives may be restricted from attending executive sessions involving deliberations with persons designated by Council to carry on labor negotiations.



### **SECTION 13: SUSPENSION OR AMENDMENT OF COUNCIL RULES**

13.1 Suspension. Any provision of these rules not governed by State law, the City Charter or City Code may be temporarily suspended by a majority vote of the Council

13.2 Amendment. These Rules are in effect from adoption until amended or repealed. Amendments, deletions, additions, or repeal to the Council Rules are made by resolution adopted by the Council.

## APPENDIX

### **PROCEDURE FOR PUBLIC HEARINGS**

#### 1. Quasi-Judicial Hearings—Ex Parte Contacts and Disqualification.

- a. Ex parte contacts are an issue only in quasi-judicial proceedings. The term “ex parte” is defined as; “on one side only; by or for one party; done for, in behalf of, or on the application of, one party only”. An ex parte contact is more often a conversation or other contact with the applicant or a witness concerning an application or other quasi-judicial matter. It is not a conversation with staff, or conversation between two Council members or Planning Commission members. It is a conversation between a Council member and a Planning Commission member, or discussion of an application at an unnoticed public meeting, a letter received individually, or a conversation with the applicant or a person interested in the proceeding. Site visits and attendance at a Planning Commission public hearing on a quasi-judicial matter are also ex parte contacts.
- b. The existence of an ex parte contact or bias will not render the decision void so long as the ex parte contact is disclosed on the record as provided below.
- c. All ex parte contacts must be disclosed on the record at the first hearing following the communication. The disclosure must explain the substance of the communication, not just the existence. The disclosure must also be public, giving interested persons or parties the right to rebut the substance of the communication. The Councilor must also state whether the ex parte contact affects the Councilor’s impartiality or ability to vote on the matter. The Councilor must state whether he or she will participate or abstain.
- d. Bias of hearing body member may result from ex parte contacts, or conflicts of interest, or something else. The public and other hearing body members always have the opportunity to challenge a hearing body member’s ability to be impartial.
- e. Although a Councilor may choose to participate, notwithstanding an ex parte contact or bias, the Councilor may be disqualified from the hearing by a majority vote of the Council. The Councilor disqualified shall not participate in the debate, shall step down from the bench for that portion of the meeting and cannot vote on that motion.
- f. A Councilor who was absent during the presentation of evidence cannot participate in any deliberations or decisions regarding the matter unless the Councilor has reviewed all the evidence and testimony received, and disclosed for the record that they have done so.

2. Conducting Legislative Hearings. The following is the general order of legislative public hearing proceedings:

- a. The Mayor, or Presiding Officer, announces the convening of the Public Hearing and announces the nature of the matter to be heard as it is set forth on the agenda.
- b. Discussion of Conflict of Interest of any members of Council.
- c. The Mayor declares the hearing to be open and invites members of the audience to be heard in the following order:
  1. Staff Report
  2. Correspondence
  3. Persons to speak in support of the matter
  4. Persons to speak in opposition of matter
  5. Persons to speak neither for nor against the matter
  6. Staff Rebuttal
- d. The Mayor closes the public hearing.
- e. The Mayor calls for deliberations to start.
- f. Council deliberations and vote.

3 Conducting Quasi-Judicial Land Use Hearings. The following is the general order of quasi-judicial public hearing proceedings:

- a. Conduct of Quasi-Judicial Hearings for land use hearings must conform to the requirements in Oregon Revised Statutes (ORS Ch. 197 and 227).
- b. The Mayor announces prior to opening the hearing the nature of the matter to be heard as set forth on the agenda and the procedure to be followed for the hearing.
- c. The Mayor gives notice that failure to address criteria or raise any other issue with sufficient specificity precludes an appeal on that criteria or issue.
- d. Discussion of jurisdiction and impartiality of the Council.
- e. The Mayor then declares the hearing to be open and invites members of the audience to be heard in the following order:

1. Staff Report/Introduction of the Appeal
  2. Correspondence
  3. Applicant or Appellant's Presentation
  4. Other Testimony in support of the application or appeal
  5. Testimony in opposition of matter
  6. Testimony neither for nor against the matter
  7. Applicant or Appellant's rebuttal and recommendation
  8. Staff's rebuttal and recommendation
  9. Questions from Council to staff
- f. The Mayor closes the hearing and takes no further testimony from the audience.
- g. Council deliberates and votes.
- h. The Council has the discretion to adopt the findings or direct the staff or prevailing party to submit proposed findings for Council consideration and adoption at a future meeting.
- i. Mayor closes the hearing. Under certain circumstances, the record may be left open. Consult with staff.