



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle FL

Held the 1st and 3rd Tuesday of Every Month

Tuesday, July 18, 2023 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor – Beth Lowell, District 5

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

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 website at www.belleislefl.gov. If you are not on the agenda, please hand the City Clerk a completed yellow "Request to Speak" form. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Stan Smith, District 6
3. **Consent Items** - These items are considered routine and have been previously discussed by the Council. They will be adopted by one motion unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. If any item were removed from the Consent Agenda, it would be considered immediately following approval of the remainder of the Consent Agenda.
 - a. Approval of the City Council meeting minutes - June 20, 2023
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, 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 answered within a reasonable period following the meeting date.
5. **Unfinished Business**
 - a. **ORDINANCE NO. 23-04 FIRST READING AND CONSIDERATION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, ADDING SECTION 50-78 ARTIFICIAL TURF REQUIREMENTS TO ARTICLE III OF CHAPTER 50 OF THE CITY'S LAND DEVELOPMENT CODE; CREATING AN ARTIFICIAL TURF PERMITTING PROGRAM AND ADOPTING RELATED PROVISIONS PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT THEREOF; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**
6. **New Business**
 - a. Selection of City Manager Candidate or Motion to Continue Search
 - b. Approval of the 2023/24 School Resource Officer Agreement with CCA
 - c. Approval of the 2023/24 Funding Agreement Metro Plan Orlando
 - d. Allocation of Bond Proceeds for Stormwater
 - e. Review and Discuss Cross Lake Design Plans
 - f. Surplus of Police Department Equipment
7. **Attorney's Report**
 - a. Update Florida League of Cities CS/SB 102 - Building, Zoning, and Land Development
 - b. Update on SS 166.041 (3)(d) - Continuance Ordinance Hearing
 - c. Review and Discussion Draft Letter to CFPB Regarding Residential PACE Program
8. **City Manager's Report**
 - a. Discuss Scheduling Workshop with CCA re Wallace Field and Available Date
 - b. ARPA Funding
 - c. Chief's Report

d. Public Works Report

9. Mayor's Report

10. Items from Council

11. Adjournment



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, June 20, 2023, * 6:30 pm

MINUTES

Present was:

Nicholas Fouraker, Mayor
District 1 Commissioner – Ed Gold
District 2 Commissioner – Anthony Carugno
District 4 Commissioner – Randy Holihan-Zoom
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Stan Smith
District 7 Commissioner – Jim Partin-Zoom

Absent was:

District 3 Commissioner – Karl Shuck

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed the quorum. Also present were Attorney Langley, Acting Chief Millis, Public Works Director Phil Price, Planner Raquel Lozano, and Heidi Peacock, Administrative Assistant.

2. Invocation and Pledge to Flag

Vice Mayor Lowell gave the invocation and led the pledge to the flag. Mayor Fouraker announced that Comm Partin and Comm Holihan would attend the meeting via Zoom, and Comm Shuck would not attend.

3. Consent Items

- a. Approval of the City Council Meeting Minutes – June 6, 2023
Page 2, the third bullet reads, "Comm Carugno said he was surprised by the proposed dock on Venetian Beach."
Should read, "Comm Carugno said he was surprised by the proposed dock on Peninsular Venetian Beach."

**Comm Lowell moved to approve the consent item as amended.
Comm Smith seconded the motion, which passed unanimously 6:0.**

Mayor Fouraker called for a motion to excuse Comm Shuck from the meeting.

**Comm Gold moved for an excused absence for Comm Shuck for the meeting.
Comm Lowell seconded the motion, which passed unanimously.**

4. Citizen's Comments

Mayor Fouraker called for citizen comments. There being none, he closed the citizen comment section.

5. Unfinished Business

- a. ORDINANCE NO. 23-03 – SECOND READING AND ADOPTION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 2, ARTICLE III, DIVISION 1 OF THE CITY'S CODE OF ORDINANCES TO CREATE A NEW SECTION 2-82 CONCERNING THE HIRING AND CONFIRMATION OF AN ASSISTANT CITY MANAGER, PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.
**Mayor Fouraker read Ordinance 23-03 by Title.
Without discussion, Comm Smith motioned to adopt Ordinance 23-03.
Comm Lowell seconded the motion, which passed unanimously upon roll call 6:0.**

6. New Business

- a. Discussion and Selection of City Manager Finalists

Mayor Fouraker opened for selection of City Manager candidates. He asked Council to submit their choice to the Clerk for an announcement of no more than five selected candidates.

The selection by Council was as follows:

<u>Candidate</u>	<u>Council Member</u>								<i>Total</i>
	Carugno	Fouraker	Gold	Holihan	Lowell	Shuck	Smith	Partin	
Giardino	1	na	1	0	1	0	1	1	5
Kifolo	0		0	1	0	1	0	0	2
Martin	1		0	1	1	1	1	1	6
Molgaard	1		0	0	0	1	0	0	2
Rooney	1		0	1	1	1	1	1	6
Rudometkin	0		0	1	1	1	1	1	5
Strohl	1		0	1	1	0	1	1	5
Total	5	0	1	5	5	5	5	5	31

Lynelle Klein from Colin Baenziger said candidate Martin is unavailable on July 14 and asked if Council was open to having the interviews on July 10th – 11th.

After further discussion, Council agreed to schedule the interviews and Meet and Greet.

- Friday, July 14 - Tour of the City, Candidate Interviews, and Meet and Greet
- Saturday, July 15th, 9 am – 5 pm. Interviews (Individual interviews in the morning and panel discussion in the afternoon).

The Council briefly discussed travel reimbursement. Ms. Klein recommended providing the City's Travel Policy to the candidates to submit for reasonable expenses.

Comm Smith moved to invite the candidates Giardino, Martin, Rooney, Rudometkin, and Strohl to visit on July 14th and 15th, and the City will reimburse reasonable travel expenses per the City's policy.

Comm Gold seconded the motion, which passed unanimously.

7. Other Business

- Phil Price announced that the two City clocks had been updated with the new logo at the CVS Shopping Center and City Hall.
- Comm Carugno announced the ANAC meeting (365 Rickenbacker Way) on July 21, 2023.
- Mayor Fouraker asked for an update on the Artificial Turf Moratorium and an application submitted for Cove Drive. Ms. Lozano said the homeowner was informed of the moratorium. Her original driveway and artificial turf application was permitted for the front yard and abutting the right-of-way and approved two years ago and has since closed. Her new request to add more turf to her yard will have to wait until the City decides to move forward with Artificial Turf in the coming months. At that time, she will be notified if she can continue with the additional installation. Mayor Fouraker said the process seems punitive because they have already started it.

Ms. Lozano stated that permits are valid six months after zoning approval; her original permit scope was approved two years ago. If a permit is not ready for inspection in 6 months, they can request an extension from the City Manager; if not, they will have to reapply. Ms. Armstrong sought to add new turf

and was cited for not having a valid permit by Code Enforcement. We consider ensuring it is not installed in the right-of-way and swale areas. Ms. Lozano further noted that her fence permit was approved and finalized and is now closed; any other additions to a fence or turf must be made under a new permit. Comm Gold asked if the staff could research if the initial permit were inspected and closed.

a.

Ms. Lozano said she had received requests from 2-3 residents, and they were also informed of the moratorium.

- Comm Smith said he attended the Metro Plan meeting at the Mayor's request, and they are requesting a letter from the City appointing an alternate member. Mr. Francis was the alternate and will need to be updated. **Comm Carugno moved to nominate Comm Smith as the alternate for MetroPlan. Comm Lowell seconded the motion, which passed unanimously and approved 6:0.**

8. Adjournment

With no further business, Mayor Fouraker called for a motion to adjourn.
The motion passed unanimously at 7:33 pm.

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

a.

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: Ordinance 23-04, Artificial Turf Requirements

Background: The P&Z Commission reviewed the information presented at the January 24, 2023, meeting and decided to have the staff do additional research and develop criteria for a variance process if needed. The current moratorium expires on September 4, 2023. The staff asked for further time to do the tasks the P&Z Commission discussed due to other larger projects coming to the P&Z in the next few months.

At the June 2023 meeting, the Planning & Zoning Commission recommended approval of Ordinance 23-04 on installing artificial turf. It recommended that artificial turf be allowed and included in the Land Development Code.

Staff Recommendation: The staff recommends approval.

Suggested Motion: **I move to read Ordinance 23-04 for the first reading and a second reading and possible adoption at the August 1, 2023, Council Meeting.**

Alternatives: Do not approve the Ordinance and have the moratorium expire on September 4, 2023, or extend it to another date

Fiscal Impact: None

Attachments: Ordinance 23-04

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, ADDING SECTION 50-78 ARTIFICIAL TURF REQUIREMENTS TO ARTICLE III OF CHAPTER 50 OF THE CITY'S LAND DEVELOPMENT CODE; CREATING AN ARTIFICIAL TURF PERMITTING PROGRAM AND ADOPTING RELATED PROVISIONS PERTAINING TO THE ADMINISTRATION AND ENFORCEMENT THEREOF; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of Belle Isle Land Development Code currently limits the amount of impervious surface that may be utilized in residential and commercial development; and

WHEREAS, the City wishes to clarify that artificial turf, which is a dense and continuous surface of synthetic fibers mounted on either a permeable or impermeable backing and of sufficient density and green color to replicate the appearance of healthy natural grass, can constitute an impervious surface subject to the relevant City regulations; and

WHEREAS, the City further wishes to clarify and enact regulations governing the installation of artificial turf; and

WHEREAS, the City finds that this Ordinance advances the interests of public health, safety, and welfare.

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

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance as legislative findings.

Section 2. City Code Amendment. A new Section 50-78 is hereby created in Chapter 50, Article III of the City Code of Ordinances, all as follows (words that are stricken out are deletions; words that are underlined are additions; stars * * * * indicate breaks between sections, subsections, or paragraphs and do not indicate changes to the City Code; provisions not included are not being amended):

ARTICLE III. – DEVELOPMENT STANDARDS

Sec. 50-78. – Artificial Turf Requirements

The use of artificial turf is permitted subject to obtaining a permit and compliance with the provisions of this Section. Any such permit or permission granted by the City (including such granted prior to the adoption of this Section) shall be a revocable license and does not create any vested rights, property rights, or privileges. All artificial turf shall, at a

minimum, be installed according to the manufacturer's specifications and may be subject to further City stormwater requirements.

(a) Definitions. The following terms, phrases, words, and their derivations shall have the meaning given in this Section. Words used in the present tense include the future tense; words in the plural tense include the singular tense and vice versa. The word "shall" is considered mandatory, and the word "may" is considered permissive.

- (1) *Artificial Turf* means a dense and continuous surface of synthetic fibers mounted on either a permeable or impermeable backing and of sufficient density and green color to replicate the appearance of healthy natural grass
- (2) *Impervious Artificial Turf* means artificial turf that prevents or severely restricts the natural percolation of water from the surface of the ground to the water table.
- (3) *Pervious Artificial Turf* means artificial turf specifically designed to allow the natural percolation of water from the surface of the ground to the water table with a proper porous, permeable underlying material such as gravel.

(b) Location. The installation of artificial turf is permitted on residential, private parks and schools, and commercial sites, and is limited to play areas of public parks and institutions, subject to the requirements of this Section. Installation of artificial turf within public and private rights-of-way is prohibited. Artificial turf may not be installed within 50 feet of any artificial or natural water body. Artificial turf is prohibited within drainage features (e.g., retention ponds, swales, etc.).

(c) Impervious Artificial Turf.

- (1) Unless impervious artificial turf is installed over existing impervious surfaces, a permit to establish the impervious surface ratio shall be required to install impervious artificial turf.
- (2) The installation of impervious artificial turf shall be calculated as an impervious surface. Total impervious area calculations shall be submitted with any impervious artificial turf application. The quantity of impervious artificial turf to be incorporated into the landscaping of a property shall be limited to the minimum or base impervious surface ratio for the subject property within the applicable zoning district and location requirements.
- (3) Impervious artificial turf installation in front yards shall require a variance, which may require specific materials, installation techniques, maintenance techniques, and area requirements. Furthermore, artificial turf may not be installed in a front yard over sidewalks, driveways, or other surfaces intended for use for vehicular parking.

(4) Impervious artificial turf must be installed outside of the drip line of any tree.

(d) Pervious Artificial Turf.

(1) A building permit shall be required to install pervious artificial turf.

a. Permit Requirements. All permits for pervious artificial turf required under this subsection shall include, at a minimum, the following information:

- i. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas;
- ii. Details regarding existing or proposed irrigation proximate to the synthetic turf;
- iii. Brand and type of synthetic turf, including all manufacturer specifications and warranties
- iv. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill;
- v. A survey of the property, signed and sealed by a licensed surveyor, depicting all existing easements located on the property; and
- vi. A form signed by any holder of an easement on the property consenting to the installation of the synthetic turf within the easement, with an accompanying acknowledgment by the property owner that in the event the easement holder performs work in the easement that it is the property owner's responsibility to repair and replace the synthetic turf disturbed as a result of the work in the easement.

(2) Pervious artificial turf shall be installed by a Florida licensed general contractor or bonded and insured landscape contractor certified by the manufacturer for installation of the turf.

(3) Pervious artificial turf shall have a backing of a uniform (every square inch) woven material, which precludes the use of a solid-backed material with periodic holes.

- (4) The required minimum rate of permeability shall be two and a half (2.5) inches per hour and shall not be installed over a surface with a permeability of less than two and a half (2.5) inches per hour.
- (5) Underlying material (gravel, drainfield rock, sand setting, fabric, etc.) shall be included in the design per the manufacturer's specifications to meet the minimum rate of permeability.
- (6) The specifications of allowable ~~imp~~pervious artificial turf shall: simulate the appearance and function of live turf, organic turf, grass, sod, or lawn, as determined by the City; have a minimum "no fade" warranty of at least eight (8) years; be lead-free; and be flame retardant.
- (7) Prior to installation of artificial turf, the property owner shall enter into an agreement, with and in a form acceptable to the City, providing for the property owner's and its successors' and assigns' scheduled maintenance activities. At the option of the City, such agreement may be recorded in the public records of Orange County, Florida, at the property owner's expense, and be binding on the property and the property owner's successors and assigns.

Among other things, such agreement may provide for: (i) property owner's requirement to remove and/or replace the artificial turf in the future if the artificial turf ceases to function as designed and permitted, is not properly maintained and/or if the expiration of the artificial turf's life expectancy occurs; (ii) the City's remedies in the event property owner fails to comply with its maintenance, repair, and replacement obligations; and (iii) property owner's indemnification and hold harmless of the City and its officials and employees with respect to the artificial turf installation, maintenance, and repair, including any drainage problem that may arise therefrom.
- (8) Installations in the front yard of residential or on any commercial land shall contain areas of living plant material equal to or greater than ten percent (10%) of the pervious artificial turf. Living plant material for purposes of this Subsection shall include a combination of two or more shrubs, vines, trees, or ground cover in planter areas and/or tree wells separate from the pervious artificial turf. Pervious artificial turf shall be separated from planter areas by a concrete mow strip, non-biodegradable bender board, or other barrier with a minimum thickness of three-eighths (3/8) inch and minimum depth of four (4) inches, which barrier shall not extend to the bottom of the engineered base for the pervious artificial turf.
- (9) Pervious artificial turf shall be considered natural turf for purposes of calculating permeability.
- (10) Pervious artificial turf shall not be considered environmental or green space.

(11) Existing or new irrigation under the pervious artificial turf shall be on a least one separate zone from natural turf irrigation on site.

(e) Appearance. Artificial turf shall consist of materials that appear natural in appearance and color from any public or private rights-of-way, neighboring properties, or natural features (wetlands, lakes, parks, common areas, etc.). The use of indoor/outdoor plastic or nylon carpeting as an installation of artificial turf is prohibited.

(f) Maintenance. All artificial turf shall be maintained in a fadeless condition and shall be kept free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to: cleaning, brushing, and debris removal; repairing of depressions and ruts to maintain a visually uniform surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.

All artificial turf must be replaced if it falls into disrepair with fading, holes, or loose areas. Replacement and repairs shall be done with like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing artificial turf.

Section 3. Codification. Section 2 of this Ordinance will be incorporated into the Belle Isle City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 4. 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 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance governs and controls to the extent of any such conflict.

Section 6. Directions to City Staff. City Staff, under the direction of the City Manager, are directed and authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance.

Section 7. Effective Dates. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Belle Isle, Florida (the “Effective Date”) and shall apply to all applications for permits received on or after the Effective Date.

First Reading held on _____.

Second Reading held on _____.

ADOPTED at a regular meeting of the City Commission of the City of Belle Isle, Florida, held in City Hall, Belle Isle, on this _____ day of _____, 2023.

Mayor Nick Fouraker

ATTEST:

Yolanda Quiceno, City Clerk

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

b.

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: School Resource Officer (SRO) Agreement with Cornerstone Charter Academy (CCA)

Background: The BIPD provides a School Resource Officer to CCA. CCA pays for the SRO expenses for the school year. The City and CCA enter into an annual agreement for the SRO position. CCA Attorney reviewed the agreement, which was approved at the CCA Board Meeting in June.

Staff Recommendation: Approve the SRO Agreement with CCA

Suggested Motion: I move that we approve the School Resource Officer Agreement with Cornerstone Charter Academy.

Alternatives: None

Fiscal Impact: \$79,029.23 to CCA for the cost of the officer

Attachments: SRO Agreement

**SCHOOL RESOURCE OFFICER AGREEMENT
(CHARTER SCHOOL)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2023, by and between:

THE CITY OF BELLE ISLE, FLORIDA
a Florida municipal corporation
for The City of Belle Isle Police Department
1600 Nela Ave.
Belle Isle, FL 32809
(from now on, "City")

and

CORNERSTONE CHARTER ACADEMY, INC.
a Florida not-for-profit corporation
for Cornerstone Charter Academy
906 Waltham Avenue
Belle Isle, FL 32809
(from now on, "Academy")

WHEREAS, the City has established a School Resource Officer Program (from now on referred to as the "SRO Program") under applicable Florida law; and

WHEREAS the Academy desires that the City provide a law enforcement officer to serve as its School Resource Officer (from now on "SRO") at the Academy, and the City is willing to assign a law enforcement officer to serve as an SRO under the terms and conditions set forth herein; and

WHEREAS, the City and the Academy agree that the SRO Program is an excellent benefit to the school administration, the student body, and the community as a whole, and desire to enter into this School Resource Officer Agreement (from now on referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and the Academy understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law, including assistance in preventing juvenile delinquency by providing programs specifically developed to respond to those factors and conditions that give rise to delinquency.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the preceding recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. This Agreement shall take effect upon the signature of both parties. It shall remain in effect until terminated by either party by Section 3.04 of this Agreement (from now on referred to as the "Term").

2.02 Assignment of School Resource Officer. The City, or its designee, shall assign one law enforcement officer to serve as an SRO at the Academy at the following school locations: Cornerstone Charter Academy K-8 and Cornerstone Charter Academy High School, located at 906 Waltham Avenue, Belle Isle, FL 32809. The Chief of Police shall be considered a designee of the City for all purposes described herein. Suppose the Academy has concerns with the SRO's work performance. In that case, Academy may request a meeting with the Chief of Police to resolve any concerns, which shall occur within five business days of the Academy's request. If the issues cannot be resolved, Academy may request another officer be assigned to Academy. In the event of misconduct, improper or unlawful behavior, or neglect of duties, the Chief of Police shall assign a new SRO. The City or its designee may change the law enforcement officer assigned to participate as an SRO at any time during the Term of this Agreement. It shall have sole discretion and authority to hire, discharge, and discipline the SRO. Unless precluded by law enforcement requirements or emergency circumstances, the City shall at all times maintain the SRO on duty during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by the City. The City shall temporarily assign a replacement law enforcement officer if the assigned SRO is absent for six or more consecutive days.

2.03 Employment of School Resource Officer. The law enforcement officer assigned as an SRO under this Agreement shall be an employee of the City and shall be subject to the administration, supervision, and control of the City. The City shall always be responsible for all aspects of the employment, control, and direction of the SRO. Nothing herein is intended to create an employment or agency relationship between the Academy and any law enforcement officer assigned by the City to participate in the SRO Program. All compensation, salaries, wages, benefits, and other emoluments of employment payable to the SRO shall be the City's sole responsibility. The Academy will compensate the SRO for working after school or off-duty events at the current rate established by the City. The Parties agree that the City, or its designee, and the Academy, or its designee, will jointly participate in an annual pre-planning meeting before the commencement of the academic year to address operational needs, issues, and concerns.

2.04 Qualifications of the SRO. All SROs shall meet or exceed the following qualifications:

- A. Minimum of two years experience as a State of Florida certified law enforcement officer.
- B. SROs will receive formal training (to include SRO Basic Certification Training) within 12 months of being assigned to the SRO program.
- C. These requirements may be modified by mutual agreement between the City and Academy.

2.05 Applicable Policies and Standards. The City shall ensure that the exercise of law enforcement powers by the SRO shall comply with the authority granted by applicable law. The

law enforcement officer assigned to the SRO Program shall perform their duties as an SRO by the Florida Association of School Resource Officer Training Standards and with applicable Florida law.

2.06 Duties of School Resource Officer. The SRO shall not function as a school disciplinarian or security officer, shall not intervene in the everyday disciplinary actions of the Academy which do not involve criminal acts, and shall not be used as a witness to any disciplinary procedures or actions at the Academy, excepting however, that SRO may be involved in disciplinary procedures or actions arising from those matters and incidents within the scope of SRO's duties. The SRO shall always act within the scope of authority granted to the SRO by applicable law. The SRO work year will follow the schedule established by the Academy for its teachers and its academic calendar (approximately ten months). In the event the SRO is absent from work, the SRO shall notify their supervisor in the Police Department and shall also notify the Academy. The SRO shall perform duties including, without limitation, the following:

- a. the performance of law enforcement functions within the school setting;
- b. to serve as a liaison between the Academy (including Administration, Staff, parents, and students) and the City;
- c. to be visible on the Academy's campus, serve as a role model and mentor for students, participate in campus activities, student organizations, and athletic events when possible;
- d. to routinely monitor the Academy's campus and facilities to ensure a safe environment;
- e. to report and investigate crimes originating on Academy's campus. When indicated, the SRO will investigate criminal incidents involving Academy (including Administration, Staff, parents, and students) which occurred off-campus and in the SROs jurisdiction;
- f. identifying and preventing juvenile delinquency (including substance abuse) through counseling and referral services. The SRO shall be a resource for staff, parents, and students dealing with individual problems or questions. The SRO shall be familiar with community resources and agencies, including but not limited to mental health, counseling, drug treatment, crisis management, etc., and shall make referrals as necessary;
- g. the enhancement of student knowledge of the law enforcement function and the fundamental concept and structure of law;
- h. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- i. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- j. the presentation of various topics, including, but not limited to, educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens to students, teacher conferences, parent groups, and other groups, as requested. The SRO will formulate educational crime prevention programs to reduce opportunities for crime against persons or property in the Academy. The SRO will seek permission, guidance, and advice from the Academy before enacting any new programs within the Academy;
- k. to perform traffic control duties before and after school;

1. to share appropriate information with Academy administrators which presents a danger to the Academy (school, students, and staff). The SRO shall review the Academy Emergency Plan annually, provide feedback to Academy administrators regarding any potential deficiencies or improvements, and advise Academy on Police Department emergency planning. SRO and Academy administrators will collaborate to develop plans and strategies to prevent and minimize potential dangers; and
- m. SRO shall notify Academy administrators and attempt to notify a parent before interviewing a student regarding a criminal investigation or allegation.

2.07 Student Instruction. The City shall always maintain control over the content of any educational programs and instructional materials provided at the Academy by the SRO through the SRO Program. The SRO will provide instructional activities to the students at the Academy in areas of instruction within the SRO's experience, education, and training. The SRO will formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school. The SRO will seek permission, guidance, and advice before enacting any new programs within the school.

2.08 Academy Contact Person(s). The Principal at the Academy shall be the on-site contact person for the SRO assigned to the Academy. In addition, this Section confirms that the City has designated the Chief of Police to serve as the City's contact person for the SRO Program.

2.09 Payment for SRO Program Services. The Academy shall pay the City \$ 79,029.23 per school year (August through June to include Summer School) for the SRO assigned by the City under the Term of this Agreement, as further set forth on Exhibit A, attached hereto and incorporated herein by reference. The City shall invoice the two (2) equal installments in December and May for SRO services rendered under this Agreement. Upon certification by the Academy's Principal that the services rendered were satisfactory, payment for SRO services shall be made by the Academy within 30 days of receipt of the invoice for such services.

CCA Summer School SRO Services. The Academy shall pay the City the current off-duty rate and minimum hours for services rendered during summer school. BIPD will make every effort to staff each day of summer school with a sworn law enforcement officer who may or may not be SRO certified.

2.10 Indemnification.

Each party agrees to be fully responsible for its acts or omissions and its agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against and shall reimburse the indemnified Party for all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement. Nothing contained herein shall be deemed a waiver by the City or Academy of its immunities provided by law, including those outlined in Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Academy.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that they do not intend to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither party intends to benefit a third party directly or substantially by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising from this or any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in performing the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the Term hereof upon 30 days written notice to the other party of its desire to terminate this Agreement. In accordance with paragraph 2.09, payment shall be prorated and made in full, up to and including the day of termination.

3.05 **Records.** Academy acknowledges that the public shall have access, at all reasonable times, to certain documents and information about City contracts, under the provisions of Chapter 119, Florida Statutes. Academy agrees to maintain public records in Academy's possession or control in connection with Academy's performance under this Agreement and to provide the public with access to public records by the record maintenance, production, and cost requirements outlined in Chapter 119, Florida Statutes, or as otherwise required by law. Academy shall ensure that public records exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any reports, surveys, and other data and documents provided or created in connection with this Agreement shall remain City's property. In the event of termination of this Agreement by either party, any reports, photographs, surveys, and other data and documents and public records prepared by, or in the possession or control of, Academy, whether finished or unfinished, shall become the property of City and shall be delivered by Academy to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Academy shall be delivered to the City in a format compatible with the City's information technology systems. Upon termination of this Agreement, Academy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Academy shall be withheld until all documents are received as provided herein. The Academy's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel was necessary to form a complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 Waiver. The parties agree that each requirement, duty, and obligation set forth herein is substantial and essential to the formation of this Agreement and, therefore, is a material term of this Agreement. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 Compliance With Laws. Each party shall comply with all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

3.10 Governing Law. This Agreement shall be interpreted and construed by and governed by the laws of the State of Florida, and venue and jurisdiction shall lie in the courts of Orange County, Florida.

3.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.12 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement, including, without limitation, the partial assignment of any right to receive payments from the Academy.

3.13 Force Majeure. Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by a hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other, labor disputes, riot or civil commotions, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 Place of Performance. All obligations of the City under this Agreement's terms are reasonably susceptible to being performed in Orange County, Florida, and shall be payable and performable in Orange County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision. This Agreement shall be considered if such invalid, illegal, unlawful, unenforceable, or void provision has never been included.

3.16 **Notice.**When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City:
Travis Grimm
Interim City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Academy:
City of Belle Isle Charter Schools, Inc.
6340 Sunset Drive
Miami, FL 33143
ATTN: Governing Board Chair

3.17 **Captions.** The captions, section numbers, article numbers, title, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement. They shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that they have the full legal power to execute this Agreement on behalf of the party they are signing and to bind and obligate such party concerning all provisions contained in this Agreement.

[SIGNATURES APPEAR BELOW]

CITY OF BELLE ISLE, FLORIDA

By: _____
Nicholas Fouraker
Mayor

ATTEST:

Yolanda Quiceno, City Clerk

ACADEMY

By: William G. Brooks
for Cornerstone Charter Academy, Inc.
Name: William G. Brooks
Title: PRESIDENT
Date: 6/14/23

ATTEST:

Gayle A. Owens
Name: Gayle A. Owens
Title: Board Attorney

Exhibit A

The following annual costs associated with the School Resources Officer Program are:

Salary:	\$ 63,740.43
Benefits:	\$ 31,881.88
Operating Costs:	\$ 2,500
Training:	\$ 1,000
Vehicle:	<u>\$ 6,250</u> (based on vehicle rotation every three years @ \$30,000 @ 0.833)
Total Annual Cost:	\$ 105,372.31
SRO time	\$ 79,029.23 (.75 FTE)

Salary: Self-Explanatory

Benefits: Retirement, Insurance (health, dental, vision, life, disability), FICA, Medicare
Workers' Comp

Operating Costs: Uniforms, radio, weapon, auto maintenance, gas, consumable supplies

Training: Specialized training for SRO

Vehicle: Officer Vehicle

Before July 1 of each year of this Agreement, the Police Department will send a proposed budget for the SRO Program to the CCA for review. Should there be disagreement between the parties on the funding for the next budget year, the parties will meet to discuss the program's costs for the next fiscal year.

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

c.

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: 2023/2024 Funding Agreement Metro Plan Orlando

Background: It is once again time to execute the Annual Funding Agreement between the City of Belle Isle and Metroplan Orlando for FY 2023/2024. The enclosed Funding Agreement follows the same format as last year's agreement. The funding amount of \$471.00 is based on the most current data reported by the University of Florida Bureau of Economic and Business Research in their publication of Florida Estimates of Population and the \$0.50 per capita assessment.

Staff Recommendation: The City has partnered with Metroplan's Funding Agreement since 2015/2016 and recommends approval.

Suggested Motion: I move that we approve the Mayor executing the 2023/2024 Funding Agreement with Metroplan Orlando.

Alternatives: None

Fiscal Impact: Undetermined at this time

Attachments: 2023/2024 Agreement

**CITY OF BELLE ISLE/METROPLAN ORLANDO (URBAN AREA METROPOLITAN PLANNING ORGANIZATION)
FY 2023-2024 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2023, by and between City of Belle Isle, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, Florida 32809, (hereinafter referred to as the ("CITY")), and the **Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership**, a metropolitan planning organization, whose address is 250 South Orange Avenue, Suite 200, Orlando, Florida 32801 (hereinafter referred to as ("**MetroPlan Orlando**").

WITNESSETH

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our region depends on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, MetroPlan Orlando has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, MetroPlan Orlando has adopted the following Mission Statement:

To provide leadership in transportation planning by engaging the public and fostering effective partnerships.

MetroPlan Orlando shall achieve this mission by:

- A. Preparing and maintaining up-to-date transportation plans;
- B. Setting priorities for investing transportation resources to implement adopted regional plans;
- C. Shaping and communicating a regional perspective on transportation issues;
- D. Competing nationally and statewide for additional financial resources;
- E. Building strong alliances with the business community and residents of the region;
- F. Coordinating planning efforts with federal, state, and local governments and other transportation agencies; and
- G. Recruiting and retaining top quality staff and consultants.

WHEREAS, the CITY desires to enter into this Agreement with MetroPlan Orlando to provide it with funding to support the functions necessary to achieve MetroPlan Orlando's role in planning and funding the Orlando Kissimmee Urban Area Transportation System.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the CITY and MetroPlan Orlando agree as follows:

SECTION 1. RECITALS. The CITY and MetroPlan Orlando hereby declare that the recitals set forth above are true and correct and incorporated in this Agreement.

SECTION 2. REPORTING REQUIREMENTS. MetroPlan Orlando shall provide the CITY, on a quarterly basis commencing October 1, 2023, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report must identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report must be cumulative.

SECTION 3. FISCAL YEAR 2023-2024 CITY FUNDING REQUIREMENTS. The CITY shall allocate FOUR HUNDRED SEVENTY-ONE DOLLARS (\$471.00) to MetroPlan Orlando from the CITY's Fiscal Year 2023-2024 budget, to be utilized by MetroPlan Orlando during its fiscal year ending June 30, 2024, in accordance with this Funding Agreement. These funds will be paid to MetroPlan Orlando on an annual basis. The payment of FOUR HUNDRED SEVENTY-ONE DOLLARS (\$471.00) will be due and payable on October 1, 2023. The funding provided to MetroPlan Orlando by the CITY is contingent upon funding by all local governments who are represented on the MetroPlan Orlando Board, such funding being equal to FIFTY CENTS (\$.50) per capita based, at time of budget adoption, on the latest available estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

SECTION 4. EFFECTIVE DATE, TERM. The effective date of this Agreement will be the date of signature by the last party to sign this Agreement. The term of this Agreement commences on the effective date and terminates on September 30, 2024.

SECTION 5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SECTION 6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection with this Agreement were prepared and executed without undue influence exerted by any party or upon any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

SECTION 7. MISCELLANEOUS

- A. This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained in this Agreement and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties to this Agreement. Any amendments to or waivers of the provisions of this Agreement must be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement may be deemed to exist or to bind either party to this Agreement.
- B. If any sentence, phrase, paragraph, provision or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed an independent provision and such holding will not affect the validity of the remaining portions of this Agreement.
- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

SECTION 8. CONTROLLING LAWS

- A. The laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the CITY now in effect and those subsequently adopted govern the validity, enforcement and interpretation of this Funding Agreement and the provisions contained in it.
- B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Funding Agreement, or any breach of this Agreement, will be Orange County, Florida.
- C. The parties to this Funding Agreement agree to comply with all applicable Federal, State, and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 9. BINDING NATURE OF AGREEMENT. This Agreement is binding only between the CITY and MetroPlan Orlando.

SECTION 10. NOTICES. All notices, consents, approvals, waivers and deletions which any party is required or desires to make or give under this Agreement must be in writing and will be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: Office of the Mayor
City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809

METROPLAN ORLANDO: Executive Director
MetroPlan Orlando
250 South Orange Avenue, Suite 200
Orlando, FL 32801

SECTION 11. AUDIT AND RECORDKEEPING PROCEDURES. MetroPlan Orlando shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is greater. These records must be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes, as this statute may be amended from time to time. If any litigation, claim or audit is commenced, these records must be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

SECTION 12. DISCLAIMER. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employees and agents, arising from or related to this Agreement.

SECTION 13. EMPLOYEE STATUS. Persons employed by MetroPlan Orlando in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY. Persons employed by CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of MetroPlan Orlando, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to MetroPlan Orlando's officers and employees either by operation of law or by MetroPlan Orlando.

SECTION 14. CONFLICT OF INTEREST.

- A. Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as this statute may be amended from time to time, relating to ethics in government.
- B. Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes, as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.
- C. Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

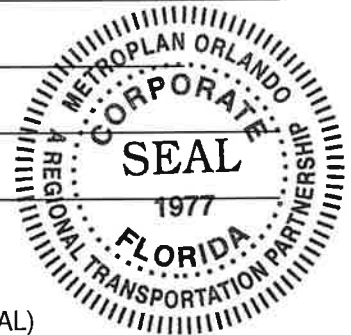
MetroPlan Orlando

By: _____

Print Name: Gary D. Huttman

Title: Executive Director

Date: 5/31/23



(CORPORATE SEAL)

City of Belle Isle

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

ATTEST: _____

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

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: Use of Bond Proceeds for Stormwater

Background: As approved by Resolution No. 20-11, the City borrowed \$2.5 million with the issuance of the Capital Improvement Revenue Note, Series 2020, for the acquisition of one or more parcels of land and the improvements located thereon and/or construction, acquisition, and equipping of certain capital improvements, including, but not limited to stormwater improvements. The City spent \$2,057,899.28 on purchasing the BOA property and \$22,444.50 for appraisals, surveys, and consultant fees while trying to purchase additional property. The remaining \$419,656.22 of the bond proceeds must be expended before September 25, 2023. As this deadline is approaching, we are asking to use the remaining bond proceeds of \$419,656.22 to repair our failing stormwater infrastructure, including the videoing and lining of stormwater pipes.

Staff Recommendation: Use the remaining bond proceeds to repair failing stormwater infrastructure.

Suggested Motion: I move to have the remaining \$419,656.22 of the bond proceeds be used to repair the failing stormwater infrastructure, including the videoing and lining of the stormwater pipes.

Alternatives: Approve, approve with changes, or do not approve.


Attachments: na

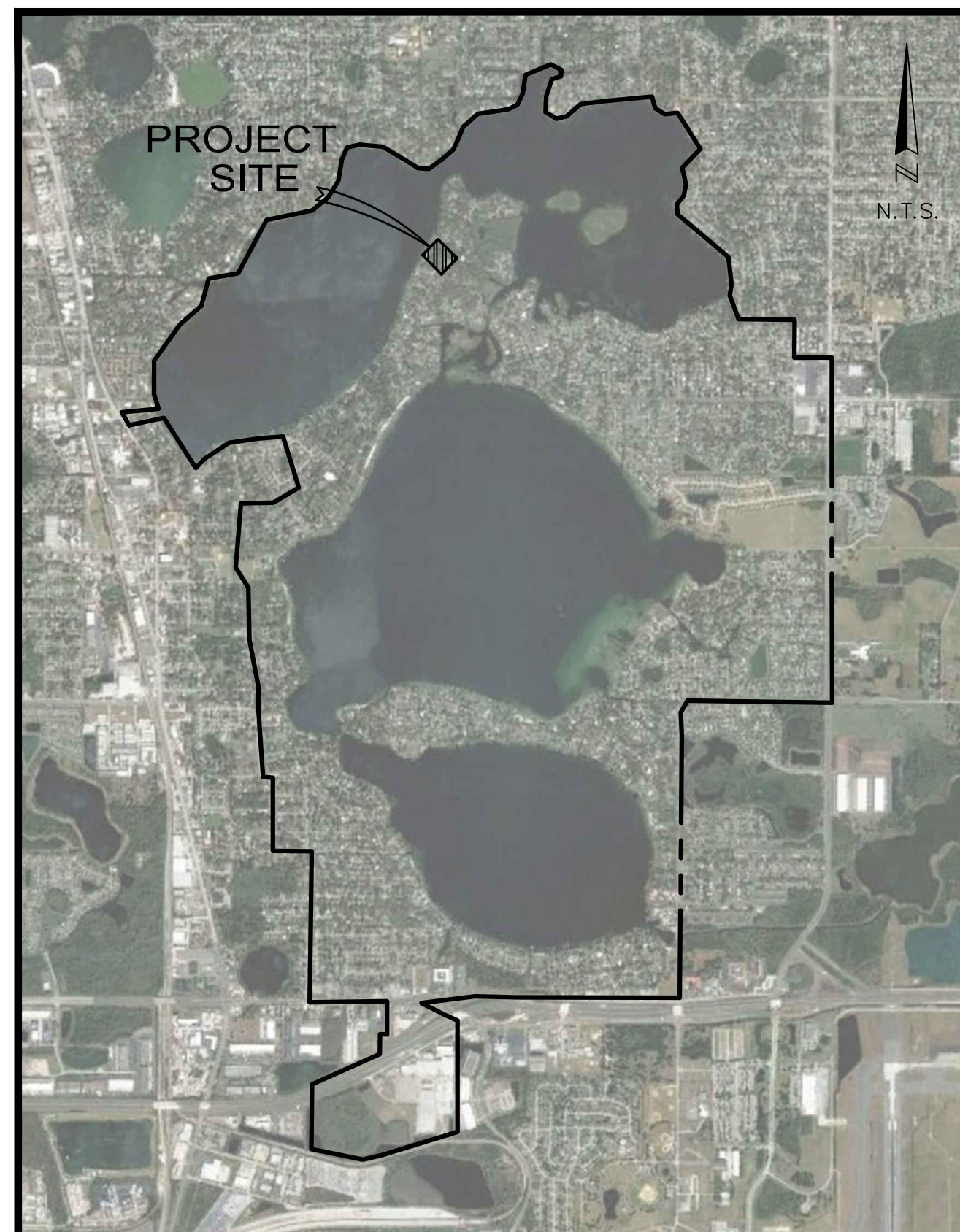
CIVIL CONSTRUCTION PLANS

Cross Lake Road Roadway Improvements

FOR

City of Belle Isle, Florida

PREPARED FOR
**City of Belle Isle**
1600 Nela Ave.
Belle Isle, FL 32809
Tel: 407-851-7730



LOCATION MAP

PREPARED BY

CIVIL ENGINEER
HARRIS CIVIL ENGINEERS, LLC.
1200 HILLCREST STREET, SUITE 200
ORLANDO, FL 32803
OFFICE: (407) 629-4777

SURVEYOR
IRELAND & ASSOCIATES SURVEYING, INC.
800 CURRENCY CIRCLE, SUITE 1020
LAKE MARY, FL 32746
OFFICE: (407) 678-3366

<u>SHEET INDEX</u>	
<u>SHEET NUMBER</u>	<u>SHEET TITLE</u>
C-000	COVER SHEET
C-001	GENERAL NOTES
C-002	EXISTING CONDITIONS SURVEY
C-090	DEMOLITION AND EROSION CONTROL PLAN
C-091	DEMOLITION AND EROSION CONTROL PLAN
C-100	SITE AND GEOMETRY PLAN
C-101	SITE AND GEOMETRY PLAN
C-200	GRADING AND DRAINAGE PLAN
C-201	GRADING AND DRAINAGE PLAN
C-400	EROSION CONTROL DETAILS
C-401	SITE DETAILS
C-402	SITE DETAILS

100% CONSTRUCTION DOCUMENTS

ISSUE DATE: JULY 05, 2023

HCE PROJECT No. 06958026

CALL 48 HOURS
BEFORE YOU DIG
IT IS THE LAW.
DIAL 811



C-000

FILE NAME: G:\PROJECTS\PROJECTS\CROSS LAKE\CIVIL\SHEETS\C-001 - GENERAL NOTES.DWG
TIME: 05 JUL 2023 - 7:35PM
USER: NICOLEL

GENERAL NOTES

- ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES AND LOCAL RESTRICTIONS. THE CONTRACTOR MUST COMPLY WITH THE CONTRACTOR REGISTRATION REQUIREMENTS OF ALL GOVERNING AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH OSHA REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.
- ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE OWNER FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNS, BARRIERS, LABOR, EQUIPMENT, ETC., TO MAINTAIN SAFE AND ADEQUATE ACCESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC ALONG ROADWAY AND SIDEWALKS INTO AND OUT OF THE SITE FOR THE DURATION OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE ACCESS FOR EMERGENCY VEHICLES ON TO AND AROUND THE ENTIRE PROJECT SITE DURING THE FULL CONSTRUCTION PERIOD.
- ALL SURVEY DATA USED AND CONDITIONS ASSUMED TO BE PRESENT IN PREPARATION OF THESE PLANS WAS PROVIDED BY IRELAND AND ASSOCIATES SURVEYING, HARRIS CIVIL ENGINEERS, LLC, AND CITY DO NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS DATA. THE CONTRACTOR SHALL VERIFY AND LOCATE ALL VERTICAL AND HORIZONTAL CONTROL POINTS PRIOR TO CONSTRUCTION BY EMPLOYING A LICENSED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA. IF ANY DISCREPANCIES SHOULD BE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF THE CONDITION IN WRITING PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUBCONTRACTORS. CONTRACTOR SHALL ACCEPT PREMISES AS FOUND. OWNER/CITY ASSUMES NO RESPONSIBILITY FOR THE CONDITION OF THE EXISTING SITE OR EXISTING STRUCTURES AT THE TIME OF BIDDING OR THEREAFTER.
- THE CONTRACTOR SHALL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH CITY OF BELLE ISLE REQUIREMENTS. THIS SHALL INCLUDE DENSITY TESTS IN ALL PAVEMENT AREAS AND BUILDING PADS AND IN ALL UTILITY TRENCHES LOCATED IN PAVEMENT AREAS. CONCRETE TESTING AND ALL OTHER MATERIAL TESTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT INCLUDING CITY OF ORLANDO AND ORANGE COUNTY.
- PRE-CONSTRUCTION MEETING WITH THE CITY OF BELLE ISLE AND THE ENGINEER OF RECORD SHALL BE REQUIRED PRIOR TO MOBILIZATION.
- THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE CITY PRIOR TO PROCEEDING WITH CONSTRUCTION.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL CLEAR AND GRUB ENTIRE AREA WITHIN THE INDICATED LIMITS OF CONSTRUCTION OF ALL VEGETATION, CONCRETE SLABS AND FOUNDATIONS, PAVEMENT, FENCES, LIGHT POLES, ETC. AND PROPERLY DISPOSE OF OFF SITE. ANY EXISTING UTILITY SERVICES SHALL BE PROPERLY DISPOSED OF OFF SITE. ANY EXISTING UTILITY SERVICES SHALL BE PROPERLY DISCONNECTED, PLUGGED, REMOVED OR ABANDONED.
- THE CONTRACTOR AND ALL SUB-CONTRACTORS ARE TO BE KNOWLEDGEABLE OF AND STRICTLY ADHERE TO ALL OSHA STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT THE SURVEYOR OF RECORD FOR RE-INSTALLATION OF THE MONUMENT, AT THE CONTRACTOR'S EXPENSE.
- ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE PROPERLY DISPOSED OF OFF-SITE BY CONTRACTOR.
- ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTORS UNLESS DIRECTED OTHERWISE BY ENGINEER OR CITY.
- BURNING OF TREES, BRUSH AND OTHER MATERIAL IS NOT PERMITTED.
- THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY ERRORS AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ENGINEER. THE MEANS OF CORRECTING ANY ERROR SHALL FIRST BE APPROVED BY THE ENGINEER. DISCREPANCIES BETWEEN PORTIONS OF THE CONTRACT DOCUMENTS ARE NOT INTENDED. THE CONTRACTOR IS TO CLARIFY WITH THE ENGINEER ANY SUCH DISCREPANCIES PRIOR TO COMMENCING WORK.
- PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR WILL COORDINATE HIS ACTIVITIES WITH ALL THE UTILITY COMPANIES SERVING THIS AREA. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. A LIST OF UTILITY COMPANIES THAT SHOULD BE CONTACTED AND MAY HAVE SERVICES NEAR THE SITE INCLUDE, BUT ARE NOT LIMITED TO, THE UTILITY PROVIDERS LISTED BELOW.

ORLANDO UTILITIES COMMISSION - N/A
ORANGE COUNTY UTILITIES - WATER
DUKE ENERGY - ELECTRIC
AT&T - TELEPHONE
CHARTER COMMUNICATIONS - INTERNET, CABLE T.V., PHONE, FIBER
WASTEWATER - SEPTIC SYSTEM
- THE PROJECT SPECIFICATIONS AND GENERAL CONDITIONS ARE TO BE FOLLOWED IN ADDITION TO THESE PLANS.
- PRIOR TO CONTRACT CLOSE-OUT, THE CONTRACTOR SHALL HAVE RECORD PLANS PREPARED BY A LICENSED LAND SURVEYOR. THE RECORD DRAWINGS WILL BE PREPARED ELECTRONICALLY AND BE IN AUTOCAD, RELEASE 2014 (OR ABOVE) FORMAT. THE DRAWINGS WILL BE COPIES OF THE ENGINEER'S PLANS WITH DESIGNED INFORMATION CROSSED OUT AND THE AS-BUILT INFORMATION PLACED NEXT TO IT. AS-BUILT INFORMATION WILL BE PLACED ON A SEPARATE LAYER NAMED AS-BUILT-WATER, AS-BUILT-SEWER, ETC. EACH AS-BUILT UTILITY SHALL BE PLACED ON A SEPARATE AS-BUILT LAYER AS INDICATED ABOVE. THE OWNER'S ENGINEER WILL SUPPLY THE REQUIRED DESIGN ELECTRONIC FILES TO THE CONTRACTOR SO THAT THE AS-BUILT PLANS CAN BE COMPILED AS REQUIRED. THE CONTRACTOR SHALL SUPPLY THE OWNER/CITY WITH EIGHT (8) SETS OF RECORD PLANS SIGNED AND SEALED BY A LICENSED SURVEYOR. THE CONTRACTOR SHALL ALSO PROVIDE THE OWNER/CITY WITH RECORD PLANS IN ELECTRONIC DIGITAL FORMAT - AUTOCAD, RELEASE 2014 (OR ABOVE) FORMAT.

AS-BUILT SUBMITTAL

- PRIOR TO CONTRACT CLOSE-OUT, THE CONTRACTOR SHALL HAVE RECORD PLANS PREPARED BY A LICENSED LAND SURVEYOR. THE RECORD DRAWINGS WILL BE PREPARED ELECTRONICALLY AND BE IN AUTOCAD, RELEASE 2014 (OR ABOVE) FORMAT. THE DRAWINGS WILL BE COPIES OF THE ENGINEER'S PLANS WITH DESIGNED INFORMATION CROSSED OUT AND THE AS-BUILT INFORMATION PLACED NEXT TO IT. AS-BUILT INFORMATION WILL BE PLACED ON A SEPARATE LAYER NAMED AS-BUILT-WATER, AS-BUILT-SEWER, ETC. EACH AS-BUILT UTILITY SHALL BE PLACED ON A SEPARATE AS-BUILT LAYER AS INDICATED ABOVE. THE OWNER'S ENGINEER WILL SUPPLY THE REQUIRED DESIGN ELECTRONIC FILES TO THE CONTRACTOR SO THAT THE AS-BUILT PLANS CAN BE COMPILED AS REQUIRED. THE CONTRACTOR SHALL SUPPLY THE OWNER/CITY WITH EIGHT (8) SETS OF RECORD PLANS SIGNED AND SEALED BY A LICENSED SURVEYOR AND A DISK WITH PDF AND AUTOCAD FILES.

STORM DRAINAGE

- THE AS-BUILT PLANS SHALL SHOW COORDINATES AND ELEVATIONS FOR ALL MANHOLES, INLETS, CATCH BASINS, RIMS AND PIPE INVERTS, CLEANOUTS AND INVERTS, WYES AND LATERALS WITH TOP OF PIPE ELEVATIONS PLUS PIPE SIZES, LENGTHS AND MATERIAL TYPES. IF APPLICABLE TO PROJECT SCOPE, AS-BUILT COORDINATES AND TOP OF PIPE ELEVATIONS FOR UNDERDRAIN PIPES SHALL BE PROVIDED EVERY 25' ALONG THE PIPE.

EXISTING UTILITIES

- WHEN EXISTING UTILITIES ARE CROSSED OR ENCOUNTERED, THE TYPE OF CROSSING SHALL BE NOTED ALONG WITH THE LOCATION, TYPE, SIZE, MATERIAL AND ELEVATION. THE AS-BUILT DATA FOR ALL EXISTING UTILITIES ENCOUNTERED SHALL MEET THE WATER LINE, SANITARY SEWER AND STORM SEWER REQUIREMENTS NOTED ABOVE.
- HCE WILL REVIEW THE AS-BUILT DRAWINGS FOR COMPLIANCE WITH THE PLANS AND GOVERNMENTAL PERMITS AND ISSUE COMMENTS TO THE CONTRACTOR.
- UPON HCE REVIEW(S) AND COMPLETION OF ANY COMMENTS AND CORRECTIVE WORK BY THE CONTRACTOR'S SURVEY, HCE WILL ADVISE THE CONTRACTOR ON THE NUMBER OF SIGNED AND SEALED AS-BUILT DRAWINGS THAT ARE NEEDED FOR CERTIFICATION TO THE VARIOUS GOVERNMENTAL AGENCIES.

DEMOLITION NOTES

- PRIOR TO COMMENCEMENT OF DEMOLITION THE CONTRACTOR WILL COORDINATE THEIR ACTIVITIES WITH ALL THE UTILITY COMPANIES SERVING THIS AREA. THE HOMEOWNERS WITHIN THE AREA(S) OF WORK, AND THE CITY, CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES AND THE HOMEOWNERS ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION. SEE GENERAL NOTE #19 FOR THE UTILITY COMPANIES TO BE CONTACTED.
- AS OUTLINED ON THE CONSTRUCTION PLANS, THE CONTRACTOR IS TO COMPLETELY REMOVE AND DISPOSE OF ALL STRUCTURES AND BUILDINGS INCLUDING FOUNDATIONS, TIMBER AND BRUSH, EXCEPT AS OTHERWISE INDICATED. STUMPS AND ROOTS; EXISTING PAVEMENT; OTHER STRUCTURES AS SHOWN OR REASONABLY IMPLIED IN THE DRAWINGS.
- MINIMUM DEPTH FOR REMOVAL OF OBJECTS SHALL BE THREE (3) FEET BELOW SUB-GRADE IN ROADWAY AND SIDEWALK AREAS, AND FOUR (4) FEET BELOW FINISHED GRADE ELSEWHERE. THE CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF ALL WASTE MATERIAL.
- WHERE APPLICABLE, RELOCATION OR REMOVAL OF OVERHEAD OR UNDERGROUND UTILITIES SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY AND THE CITY OF BELLE ISLE/CITY MANAGER.
- CONTRACTOR TO SCHEDULE DEMOLITION AND PROPOSED CONSTRUCTION SO THAT ACCESS TO RESIDENTIAL PROPERTIES ALONG THE ROAD AND SIDEWALKS IS MAINTAINED AT ALL TIMES.
- CONTRACTOR TO COORDINATE EFFORTS AND TIMING SO THAT EXISTING UTILITIES REMAIN IN SERVICE UNTIL SUCH TIME AS THE PROPOSED UTILITIES HAVE BEEN INSTALLED, AS-BUILT PROVIDED AND ACCEPTED BY ENGINEER.

GEOMETRY NOTES

- ALL SURVEY DATA USED AND CONDITIONS ASSUMED TO BE PRESENT IN PREPARATION OF THESE PLANS WAS PROVIDED BY IRELAND & ASSOCIATES SURVEYING, INC., HARRIS CIVIL ENGINEERS, LLC, AND THE CITY OF BELLE ISLE DO NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS DATA.
- THE CONTRACTOR SHALL VERIFY AND LOCATE ALL VERTICAL AND HORIZONTAL CONTROL POINTS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES SHOULD BE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SURVEYOR OF THE CONDITION IN WRITING PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
- ALL PAVEMENT OFFSETS, RADI AND DIMENSIONS SHOWN ARE TO EXISTING EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS.
- THE CONTRACTOR SHALL MAINTAIN A SET OF IN PROGRESS "AS-BUILT" PLANS ON-SITE AND SUBMIT THESE PLANS ALONG WITH THE CERTIFIED AS-BUILT PLANS TO THE ENGINEER OF RECORD UPON COMPLETION.

DRAINAGE, PAVING AND GRADING NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS, S.J.R.W.M.D. REQUIREMENTS, ORANGE COUNTY EPD, AND THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS AND INVERTS OF EXISTING UTILITIES AT PROPOSED CROSSINGS AND POINTS OF CONNECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING OF ANY UTILITY CONFLICTS OR DISCREPANCIES.
- ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, PLANS AND RECOMMENDATIONS OF THE ENGINEER.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER OF RECORD AND CITY OF BELLE ISLE, ON ALL MATERIALS FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT OR CONSTRUCTION OF ANY UTILITY, PIPE OR STRUCTURE.
- ALL DRAINAGE PIPING SHALL HAVE A MINIMUM OF 3.0 FEET OF COVER MEASURED FROM FINISH GRADES, UNLESS OTHERWISE NOTED. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM TO F.D.O.T. STANDARD SPECIFICATIONS.
- ALL DRAINAGE STRUCTURES SHALL HAVE H-20 TRAFFIC BEARING GRATES.
- CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE/PROJECT CLOSE-OUT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED AND COPIES OF ALL REQUIRED PERMITS ARE IN HAND PRIOR TO STARTING WORK. THE CONTRACTOR SHALL MAINTAIN UPDATED COPIES PERMITS ON-SITE THROUGHOUT THE DURATION OF THE CONSTRUCTION PERIOD.
- ALL DRAINAGE PIPE JOINTS SHALL BE FILTER-FABRIC WRAPPED ACCORDING TO F.D.O.T. STANDARDS.
- ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PREVIOUSLY EXISTED UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- WHEN TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH:

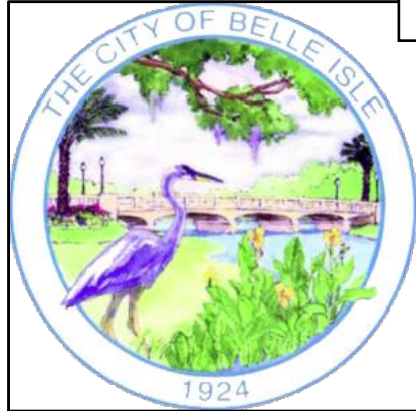
A. CONTRACTOR SHALL CONFORM TO OSHA STD. 29CFR. SECTION 1926.650 WHICH IS INCORPORATED IN FL. STATE 90-96.

B. THE CONTRACTOR SHALL PROVIDE WRITTEN ASSURANCE OF COMPLIANCE WITH THIS LAW.

C. TRENCH SAFETY SYSTEM SHALL BE DESIGNED BY THE CONTRACTOR.
- DRAINAGE STRUCTURE RIM ELEVATION REFERS TO TOP OF GRATE, OR EDGE OF PAVEMENT FOR CURB INLETS.
- ALL DISTURBED AREAS TO BE VEGETATED WITH SAND GROWN BAHIA SOD UNLESS OTHERWISE INDICATED ON PLANS. MUCK GROWN SOD WILL NOT BE ACCEPTED. CONTRACTOR TO PROVIDE DOCUMENTATION TO THIS EFFECT BY SOD SUPPLIER.

EROSION PROTECTION NOTES

- THESE PLANS INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) CHAPTER 6. CONTRACTOR SHALL PROVIDE EROSION PROTECTION AND TURBIDITY CONTROL AS REQUIRED TO ENSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
- SILT SCREENS AND TURBIDITY BARRIERS MUST REMAIN IN PLACE AND IN GOOD CONDITION AT ALL LOCATIONS SHOWN ON THE PLANS AND AS REQUIRED UNTIL THE CONTRACT IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
- THE EROSION CONTROL MEASURES SET FORTH IN THESE PLANS ARE INTENDED AS MINIMUM STANDARDS. ANY EROSION CONTROL REQUIRED BEYOND THAT SPECIFIED SHALL BE CONSIDERED AS INCLUDED WITHIN THIS CONTRACT.
- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE PROJECT PLANS AND SPECIFICATIONS, CITY OF BELLE ISLE AND S.J.R.W.M.D. REQUIREMENTS.
- LIMITS OF ALL EROSION PREVENTION MUST BE STAKED BY CONTRACTOR AND THE LOCATION INSPECTED AND APPROVED BY THE CITY'S INSPECTION PERSONNEL PRIOR TO PLACEMENT OF EROSION CONTROL MEASURES AND ANY CLEARING OR CONSTRUCTION ACTIVITIES. REMOVAL OF THESE SAME EROSION CONTROLS AND PREVENTION MEASURES MAY BE DONE ONLY AFTER AUTHORIZATION/APPROVAL BY THE CITY'S INSPECTION PERSONNEL IS OBTAINED.
- MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED, AND NOT ALLOWED TO COLLECT ON ANY OFF-PERIMETER AREAS, WETLANDS, PROTECTED AREAS OR IN WATERWAYS. THESE INCLUDE BOTH NATURAL AND MAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES OR PONDS.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF THESE EFFORTS. ANY NECESSARY REMEDIES SHALL BE PERFORMED WITHOUT DELAY AND AT NO COST TO THE OWNER.
- ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING OR PRIVATE ROADS AND FACILITIES FROM THIS SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR. DEVIATION FROM THIS WILL CAUSE OWNER NOTIFICATION, AND ALL WORK TO STOP UNTIL CORRECTED.
- PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED. TEMPORARY EROSION CONTROL MAY CONSIST OF BUT NOT BE LIMITED TO MULCH, SAND BAGS, PIPING, SLOPE DRAINS, SETTLEMENT BASINS, ARTIFICIAL COVERINGS, BERMS, AND DUST CONTROL.
- ALL RE-VEGETATION SHALL BE INSTALLED WITH LOCAL MATERIALS AS THE FINAL INSTALLATION, AS OPPOSED TO TEMPORARY STABILIZATION, AND MAINTAINED UNTIL FINAL ACCEPTANCE BY THE CITY AND/OR ENGINEER OF RECORD.
- IF NECESSARY THE CONTRACTOR SHALL PREPARE A SCHEDULE OF DE-WATERING UTILITY ITEMS. THIS WILL CONSIST OF ESTIMATES OF POINTS OF DISCHARGE, DISCHARGE FLOWS, DATES AND DURATIONS FOR ALL UTILITY ITEMS WHICH WILL REQUIRE DEWATERING. THIS WILL INCLUDE THE DRAINAGE STRUCTURES AND ALL UTILITIES. THIS SCHEDULE SHALL BE SUBMITTED TO THE CITY AND/OR ENGINEER OF RECORD FOR APPROVAL OF THE DEWATERING OPERATIONS.
- DURING CONSTRUCTION, THE CONTRACTOR WILL PROVIDE TEMPORARY MULCHING OR STABILIZATION FOR AREAS THAT HAVE BEEN CLEARED AND NOT REWORKED WITHIN SEVEN (7) CALENDAR DAYS DURING THE WET SEASON AND FOURTEEN (14) CALENDAR DAYS DURING THE DRY SEASON. IN ADDITION, ALL SIDE SLOPES SHALL BE MULCHED OR STABILIZED WITHIN SEVEN (7) DAYS DURING THE WET SEASON AND FOURTEEN (14) DAYS DURING THE DRY SEASON.
- ALL SURFACE WATER DISCHARGE FROM THE SITE, INCLUDING DEWATERING DISCHARGE, SHALL MEET WATER QUALITY STANDARDS (LESS THAN 29 NTU ABOVE BACKGROUND) PRIOR TO REACHING ANY WATER BODIES INCLUDING WETLANDS, LAKES AND STORM WATER PONDS. CONTRACTOR SHALL TAKE WATER SAMPLES PRIOR TO START OF CONSTRUCTION WHICH SHALL BE USED AS BASE LINE WATER QUALITY. ALL DEWATERING PLANS AND TESTS MUST BE SUBMITTED TO AND APPROVED BY THE CITY AND/OR ENGINEER OF RECORD PRIOR TO INSTALLATION AND OPERATION.
- IN THE EVENT THAT THE EROSION PREVENTION AND CONTROL DEVICES SHOWN IN THESE PLANS PROVE NOT TO BE EFFECTIVE, ALTERNATE METHODS FOR MAINTAINING WATER QUALITY STANDARDS FOR DISCHARGE FROM THE CONSTRUCTION SITE WILL BE REQUIRED AT THE CONTRACTOR'S EXPENSE. ALL ALTERNATIVE EROSION PREVENTION AND CONTROL DEVICES MUST BE APPROVED BY THE ENGINEER OF RECORD PRIOR TO PLACEMENT.
- IN CONJUNCTION WITH STAKING AND PLACEMENT OF EROSION CONTROL MEASURES THE CONTRACTOR SHALL STAKE THE LIMITS OF CLEARING AS INDICATED ON THE PLANS OR AS REQUIRED BY CONSTRUCTION. THE LIMITS OF CLEARING MUST BE INSPECTED AND APPROVED BY THE CITY AND/OR ENGINEER OF RECORD PRIOR TO ANY CLEARING AND REMOVAL. THE CONTRACTOR WILL PAY FOR REVEGETATION OF ANY AND ALL AREAS THAT ARE CLEARED PRIOR TO THE CITY'S APPROVAL OR AREAS THAT ARE CLEARED BEYOND THE LIMITS APPROVED BY THE CITY.
- ALL DRAINAGE STRUCTURES, INLETS, ETC. MUST HAVE EROSION CONTROL MEASURES IN PLACE AND MAINTAINED UNTIL COMPLETION OF THE PROJECT.
- SILT FENCE LOCATIONS SHOWN ON THE PLANS ARE A REPRESENTATION AS A MINIMUM TO WHERE SILT FENCING IS REQUIRED. THE EXACT LOCATION TO BE DETERMINED AS PART OF NOTE 'S' ABOVE.
- THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT FROM WATER QUALITY VIOLATIONS. COSTS MAY INCLUDE LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
- IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS AND SOLVENT RESISTANT GASKET MATERIAL SUCH AS FLUOROCARBON SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED. ANY CONTAMINATED SOIL THAT IS EXCAVATED SHALL BE PLACED ON AN IMPERMEABLE MAT AND COVERED WITH A WATERPROOF COVERING. THE PROPER AUTHORITIES WILL BE NOTIFIED AND THE CONTAMINATED SOIL HELD FOR PROPER DISPOSAL.



HARRIS

Harris Civil Engineers, LLC
1200 Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888

www.harriscivilengineers.com
EB 9814

CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

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

Revisions:

No.	Date	Description

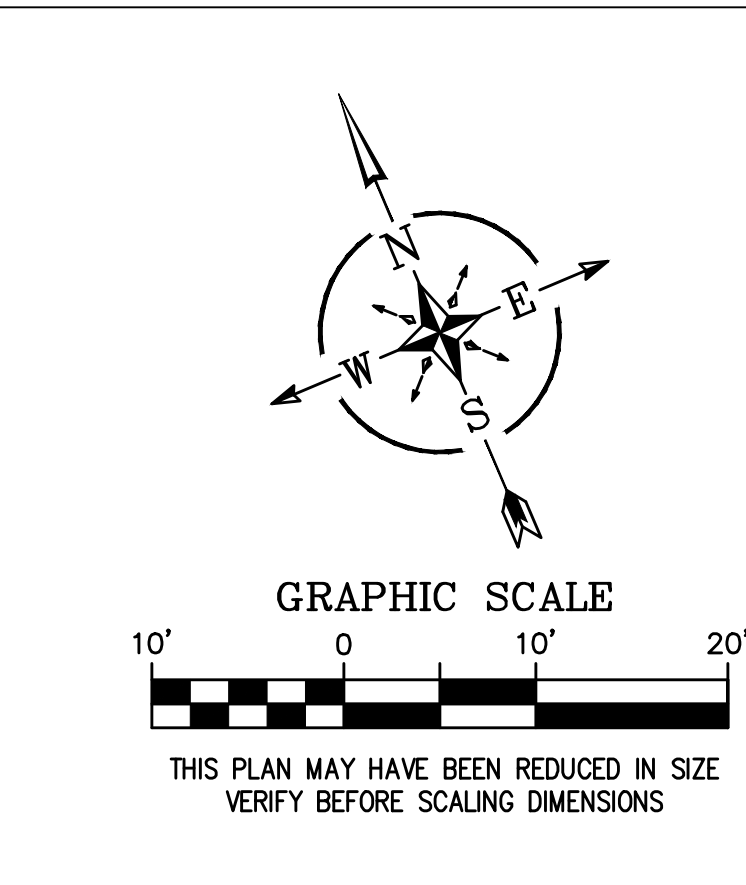
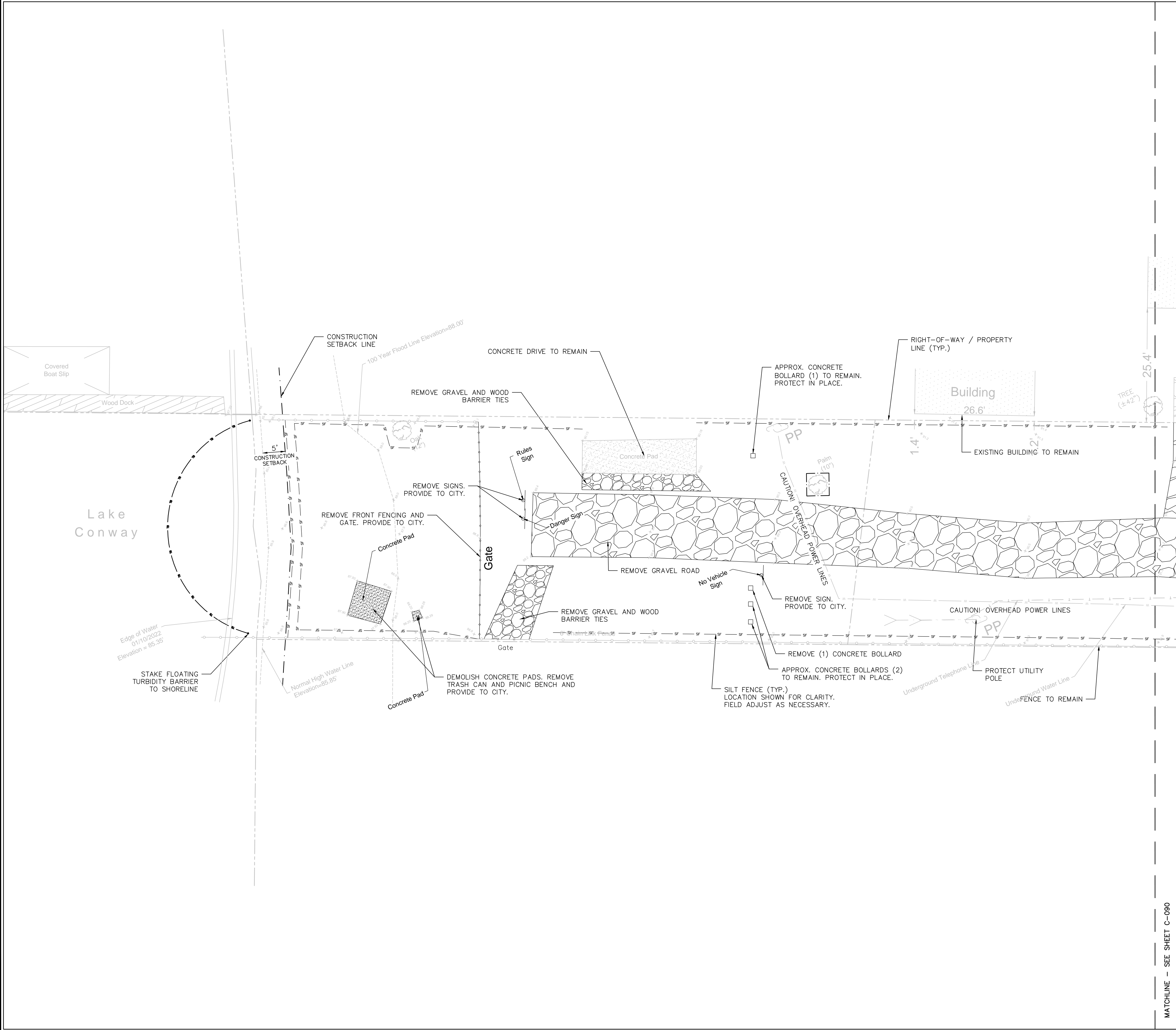
GENERAL NOTES

Scale: N.T.S.
Date: 07/05/2023
Project No: 06958026

Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
DATE: 07/05/2023

C-001



- LEGEND:
- CONSTRUCTION SETBACK
 - SF SILT FENCE
 - TB TURBIDITY BARRIER
 - TREE PROTECTION

- DEMOLITION NOTES:
- OVERHEAD POWER LINES AT THIS SITE!! CONTRACTOR TO USE EXTREME CAUTION.
 - CONTRACTOR SHALL PRESERVE ALL BENCHMARK LOCATIONS AS SHOWN ON SURVEY.
 - CONTRACTOR TO LOCATED ALL RESIDENTIAL SPRINKLER HEADS PRIOR TO CLEARING/GRUBBING. CONTRACTOR TO CONTACT HOMEOWNER(S) TO PROVE FUNCTIONALITY OF SYSTEM AND DOCUMENT CONDITION. CONTRACTOR TO REPAIR/REPLACE HEADS OR PIPING THAT BECOMES DAMAGED DURING CONSTRUCTION.
 - UNLESS OTHERWISE NOTED, ALL DEMOLISHED MATERIALS (PAVING, CURBING, ETC.) SHALL BE REMOVED AND DISPOSED OF OFF SITE. NOTHING IDENTIFIED FOR DEMOLITION SHALL BE ABANDONED IN PLACE.
 - CONTRACTOR SHALL TAKE CARE DURING THE DEMOLITION AND REMOVAL ACTIVITIES TO PREVENT UNWANTED DAMAGE TO EXISTING FACILITIES TO REMAIN.
 - DO NOT CLOSE, OBSTRUCT OR BLOCK RESIDENTIAL DRIVEWAYS AT ANY TIME DURING CONSTRUCTION.
 - EXISTING UTILITIES IN AREA. CONTRACTOR TO USE CAUTION WHEN DIGGING.
 - PLAN DOES NOT SHOW ALL AREAS OF SOD REMOVAL. CONTRACTOR SHALL RESTORE ALL DISTURBED AREA TO EQUAL OR BETTER CONDITIONS.
 - PLAN DOES NOT SHOW ALL MEANS OF EROSION CONTROL. CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES AND MEANS TO ENSURE NO OFF-SITE IMPACTS.

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City of Belle Isle
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Belle Isle, Florida 32809

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**DEMOLITION AND
EROSION CONTROL
PLAN**

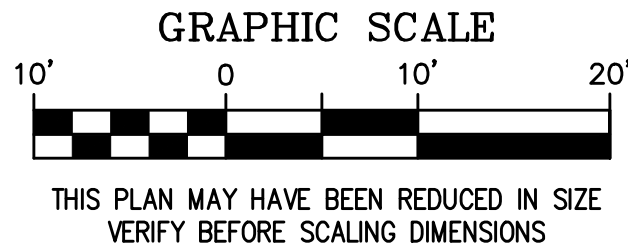
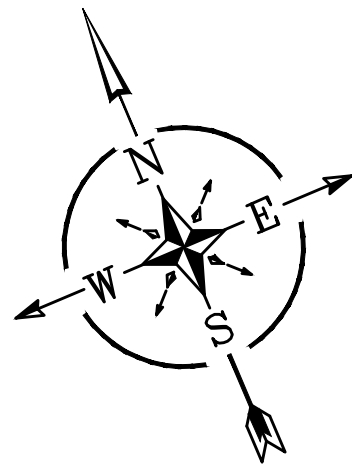
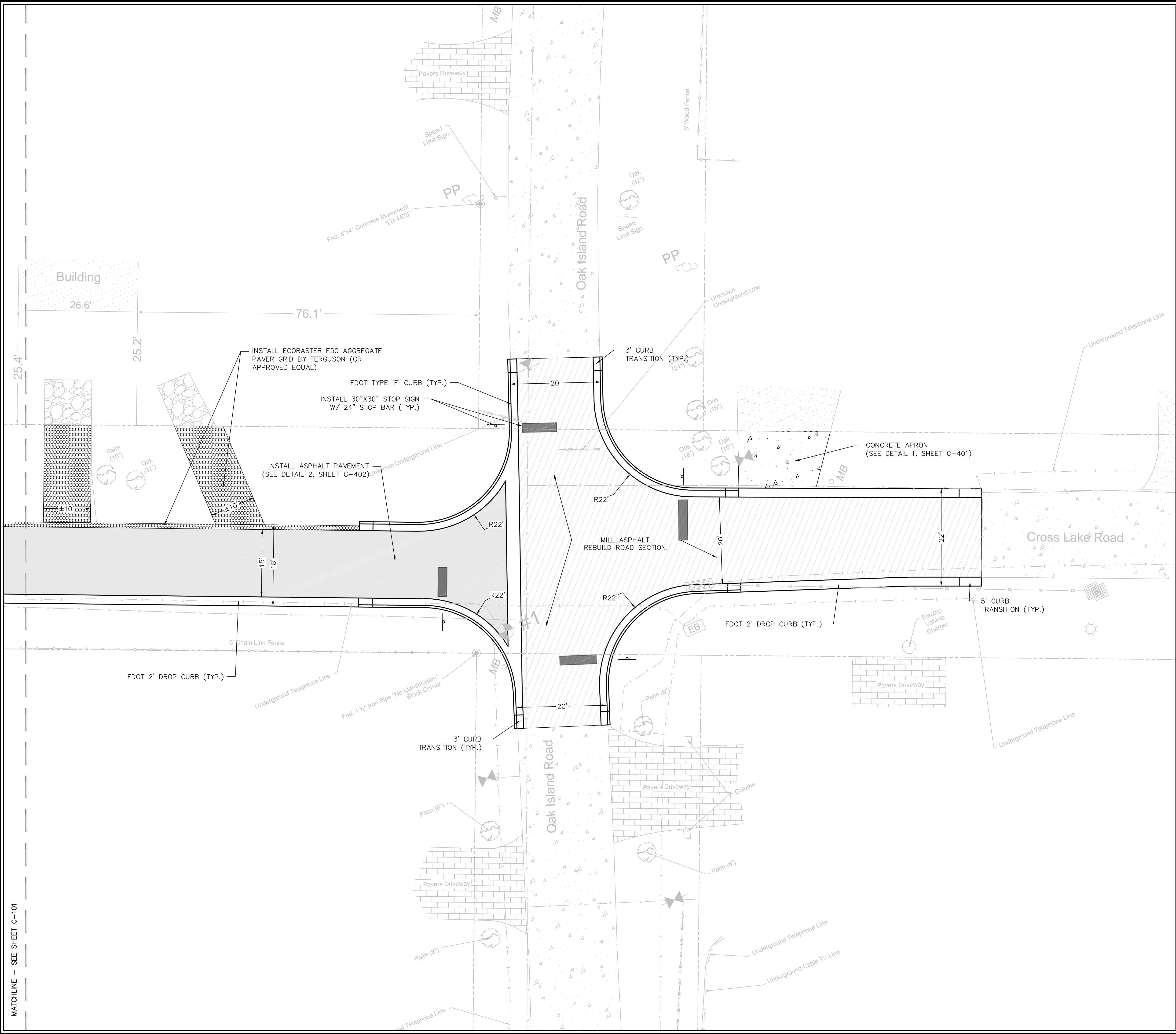
Scale: SEE SCALE BAR
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Project No: 06958026

Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
Date: 07/05/2023

C-091

MATCHLINE - SEE SHEET C-101



LEGEND:

- INSTALL ASPHALT PAVEMENT
- MILL/REPAVE ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PAVER GRID

GENERAL NOTES:

- UPON GEOMETRY SET-OUT OF THE ROADS AND CURBING, CONTRACTOR SHALL SCHEDULE AN ON-SITE MEETING WITH THE CITY TO REVIEW THE EXTENTS PRIOR TO ANY PAVING WORK.
- CITY ARBORIST TO BE ON SITE DURING ROAD SET-OUT AND EXCAVATION. CONTRACTOR TO COORDINATE WITH CITY PUBLIC WORKS DEPT.
- AGGREGATE PAVERS TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.

SITE GEOMETRY PLAN

Revisions:

No.	Date	Description

Scale: SEE SCALE BAR
Date: 07/05/2023
Project No: 06958026

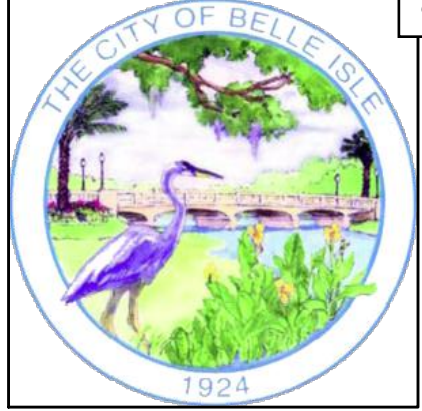
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DATE: 07/05/2023

C-100

CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

City of Belle Isle
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Belle Isle, Florida 32809

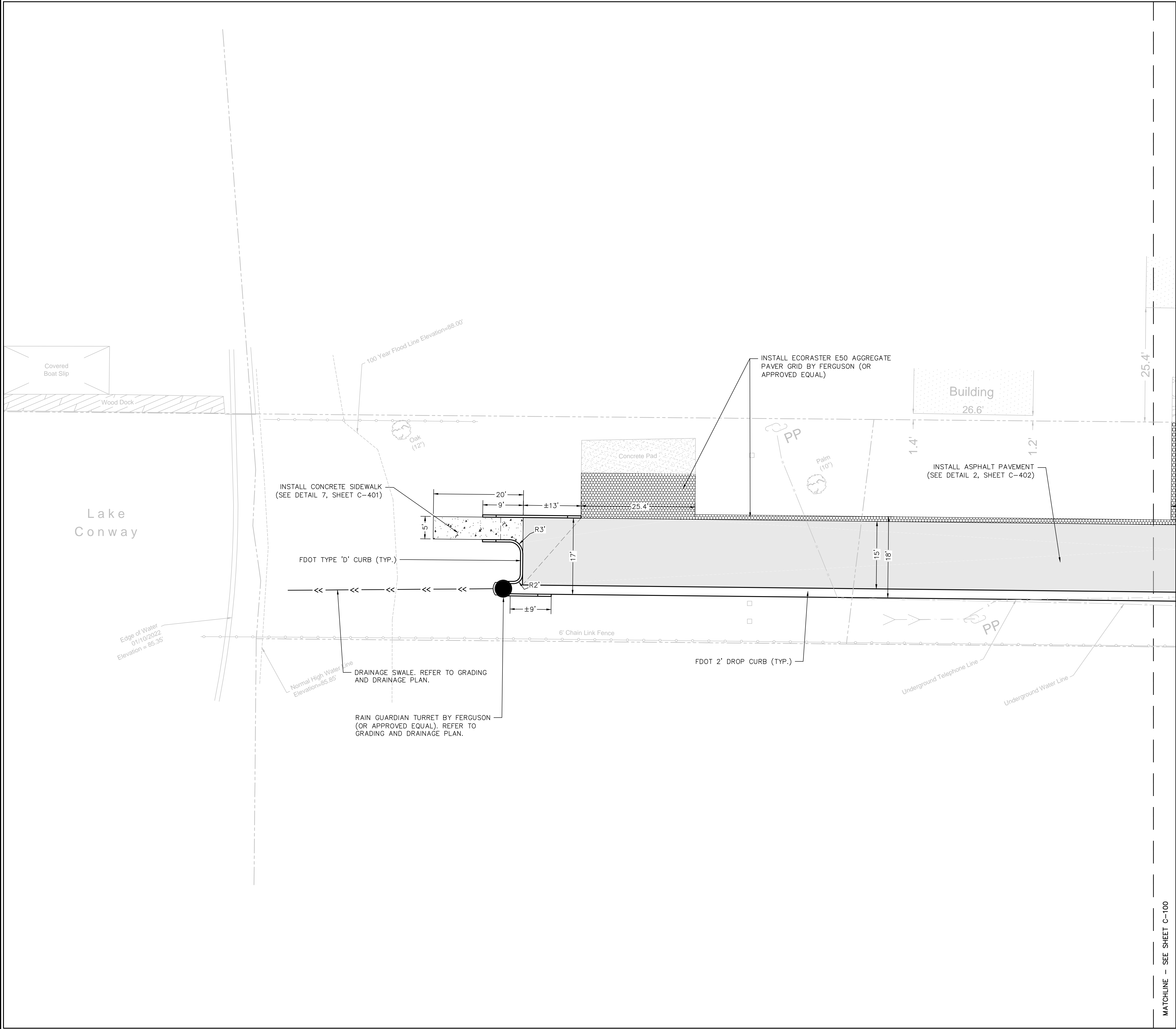


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1200 Hillcrest Street
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Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888

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FILE NAME: G:\PROJ\06958026\PROJECTS\CROSS LAKE\CIVIL\SHEETS\C-100 - GEOMETRY SITE PLAN.DWG
TIME: 05 JUL 2023 - 7:36PM
USER: NICOLEL



GRAPHIC SCALE

10' 0 10' 20'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

LEGEND:

- INSTALL ASPHALT PAVEMENT
- MILL/REPAVE ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PAVER GRID

GENERAL NOTES:

- UPON GEOMETRY SET-OUT OF THE ROADS AND CURBING, CONTRACTOR SHALL SCHEDULE AN ON-SITE MEETING WITH THE CITY TO REVIEW THE EXTENTS PRIOR TO ANY PAVING WORK.
- CITY ARBORIST TO BE ON SITE DURING ROAD SET-OUT AND EXCAVATION. CONTRACTOR TO COORDINATE WITH CITY PUBLIC WORKS DEPT.
- AGGREGATE PAVERS TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.

MATCHLINE - SEE SHEET C-100

HARRIS

Harris Civil Engineers, LLC
1200 Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888

www.harriscivilengineers.com
EB 9814

**CROSS LAKE ROAD
ROADWAY IMPROVEMENTS**

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

Revisions:

No.	Date	Description

SITE GEOMETRY PLAN

Scale: SEE SCALE BAR

Date: 07/05/2023

Project No: 06958026

Design: NZL

Drawn: NZL

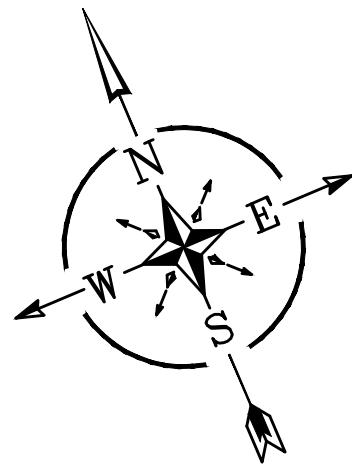
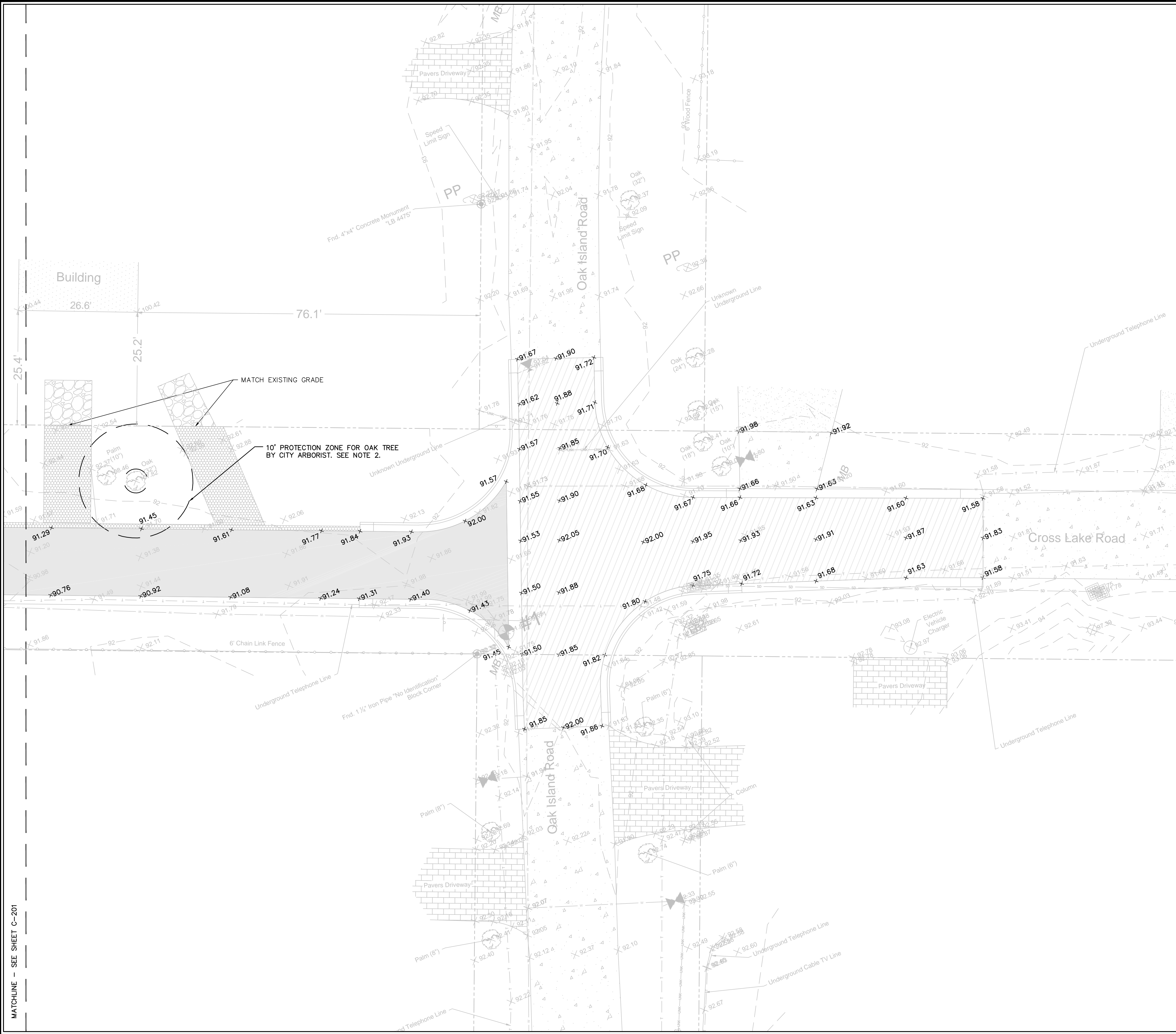
Checked: DWT

Release: 100% CD
DATE: 07/05/2023

C-101

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MATCHLINE - SEE SHEET C-201



GRAPHIC SCALE
10' 0 10' 20'
THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS

LEGEND:

- GRADE BREAK LINE
- x91.97 PROPOSED SPOT GRADE
- 89 PROPOSED GRADE CONTOUR
- RIPRAP ROCK/BOULDERS

NOTES:

- UNDERGROUND UTILITIES IN AREA, CONTRACTOR TO USE CAUTION WHEN DIGGING.
- CITY ARBORIST TO BE ON SITE DURING ROAD SET-OUT AND EXCAVATION. CONTRACTOR TO COORDINATE WITH CITY PUBLIC WORKS DEPT.
- CONTRACTOR SHALL REESTABLISH ANY DISTURBED BENCHMARK LOCATIONS THAT ARE WITHIN THE LIMITS OF WORK SHOWN.

GRADING AND
DRAINAGE PLAN

Scale: SEE SCALE BAR
Date: 07/05/2023
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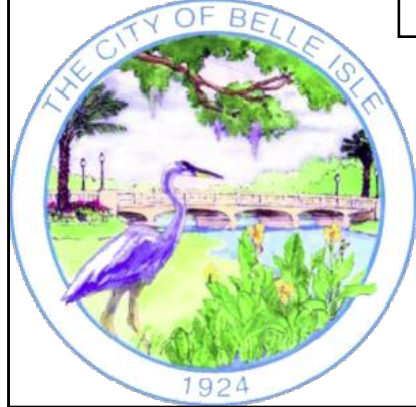
C-200

Revisions:

No.	Date	Description

CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

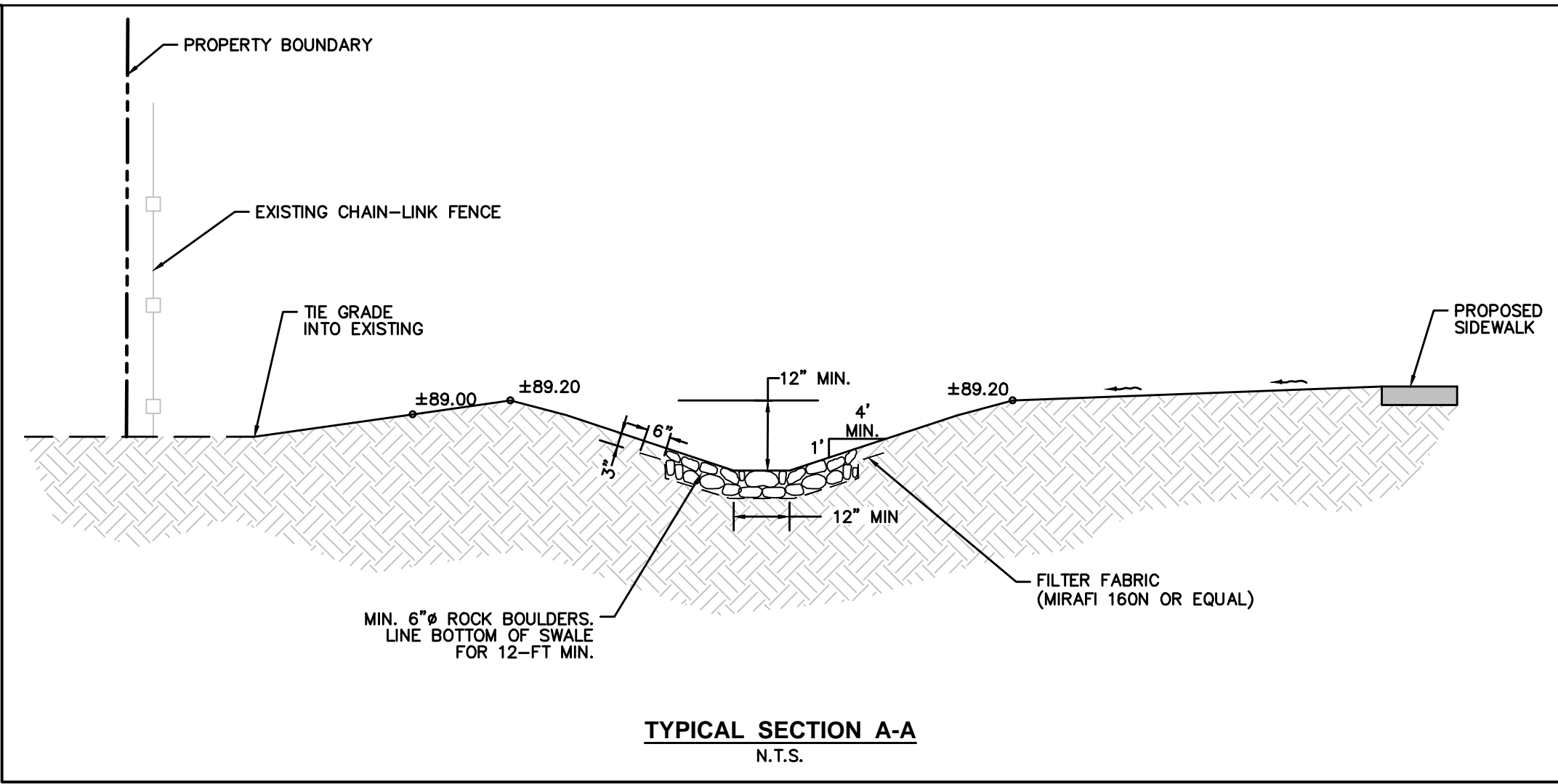
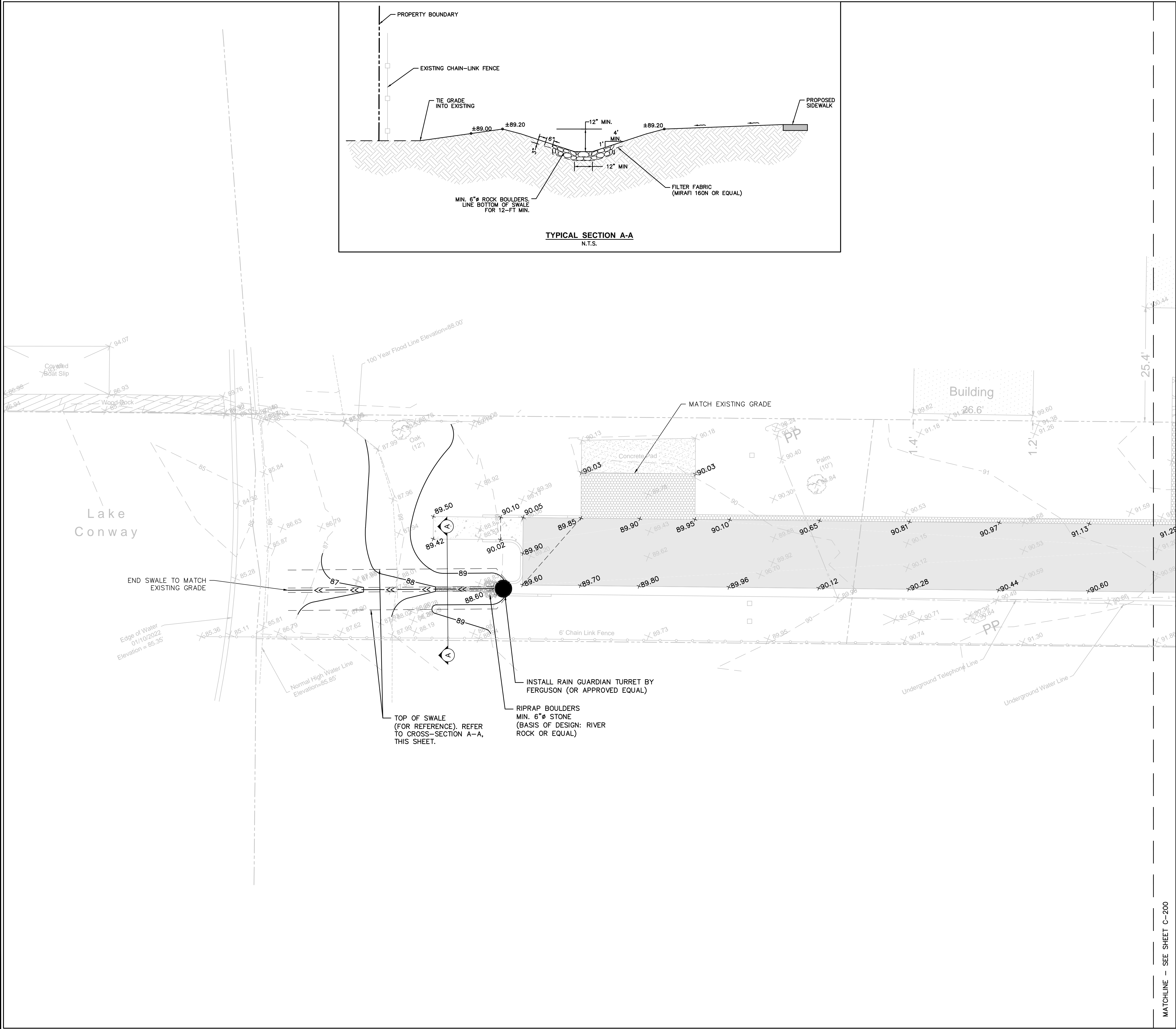
City of Belle Isle
1600 Nela Avenue
Belle Isle, Florida 32809



HARRIS

Harris Civil Engineers, LLC
1200 Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888

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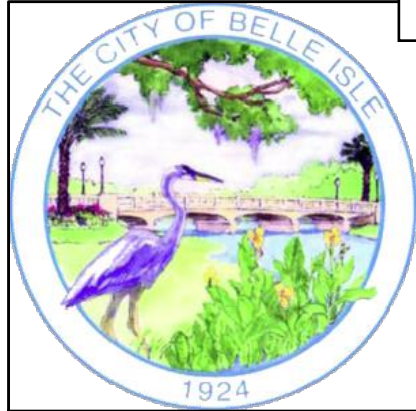
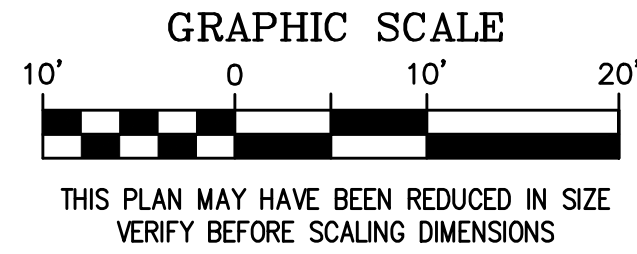
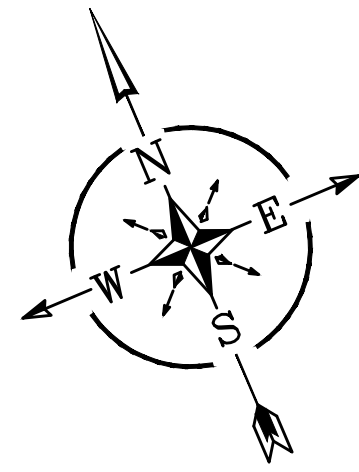


LEGEND:

- GRADE BREAK LINE
- x 91.97 PROPOSED SPOT GRADE
- 89 PROPOSED GRADE CONTOUR
- [Pattern] RIPRAP ROCK/BOULDERS

NOTES:

- UNDERGROUND UTILITIES IN AREA, CONTRACTOR TO USE CAUTION WHEN DIGGING.
- CITY ARBORIST TO BE ON SITE DURING ROAD SET-OUT AND EXCAVATION. CONTRACTOR TO COORDINATE WITH CITY PUBLIC WORKS DEPT.
- CONTRACTOR SHALL REESTABLISH ANY DISTURBED BENCHMARK LOCATIONS THAT ARE WITHIN THE LIMITS OF WORK SHOWN.



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CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

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

Revisions:

No.	Date	Description

GRADING AND
DRAINAGE PLAN

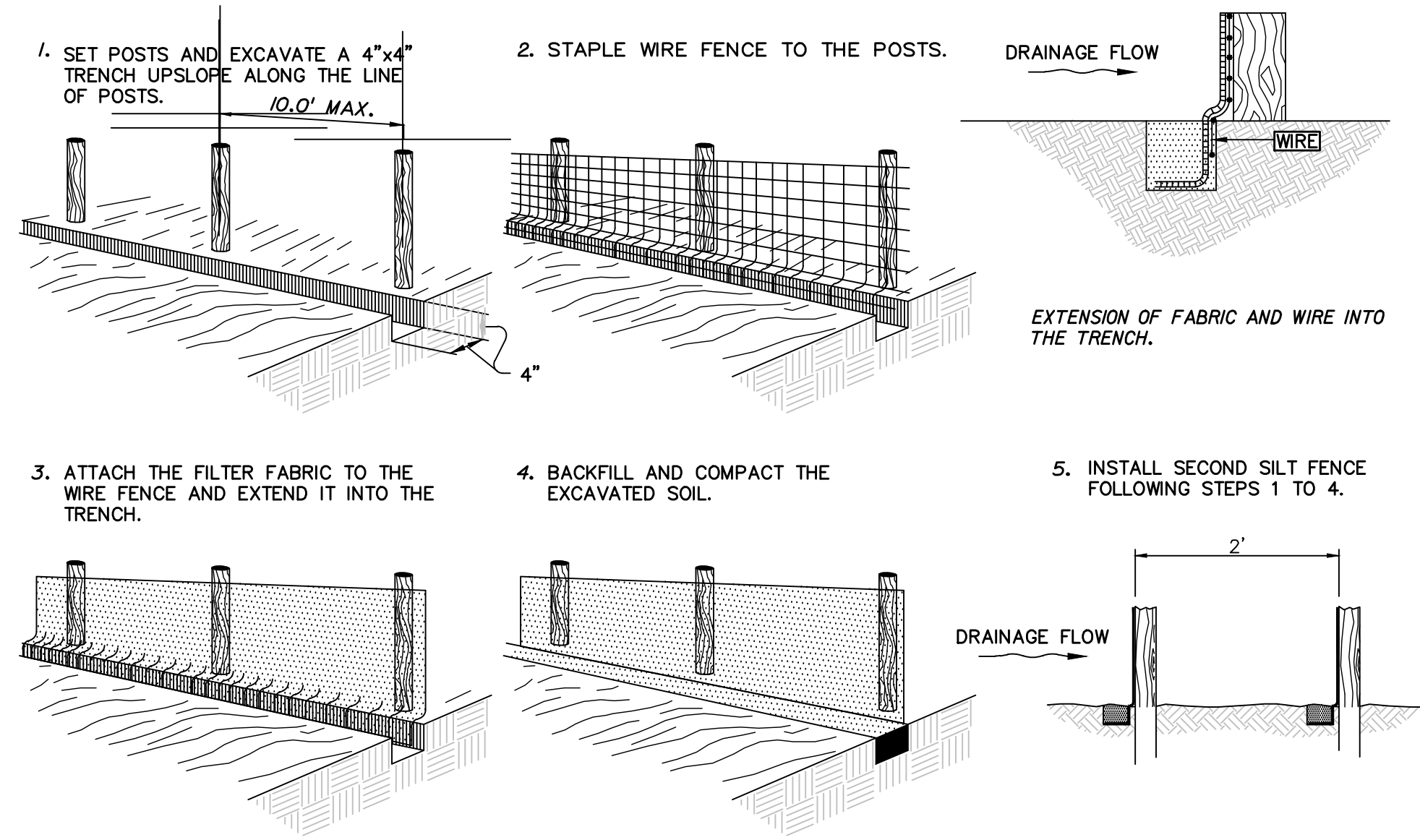
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Project No: 06958026

Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
DATE: 07/05/2023

C-201

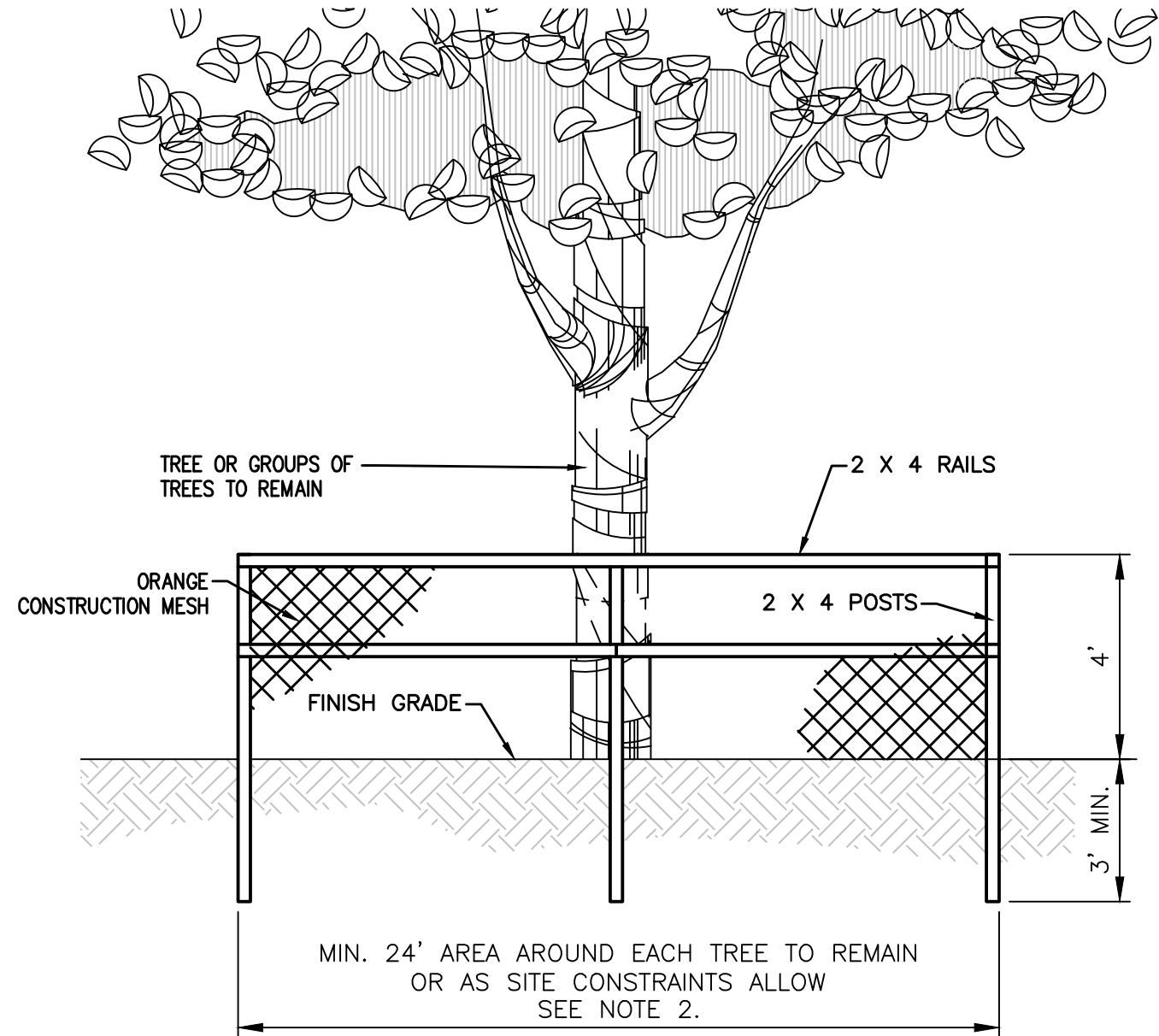
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TIME: 05 JUL 2023 - 7:36PM
USER: NICOLEL



SINGLE AND DOUBLE SILT FENCE DETAIL

N.T.S.

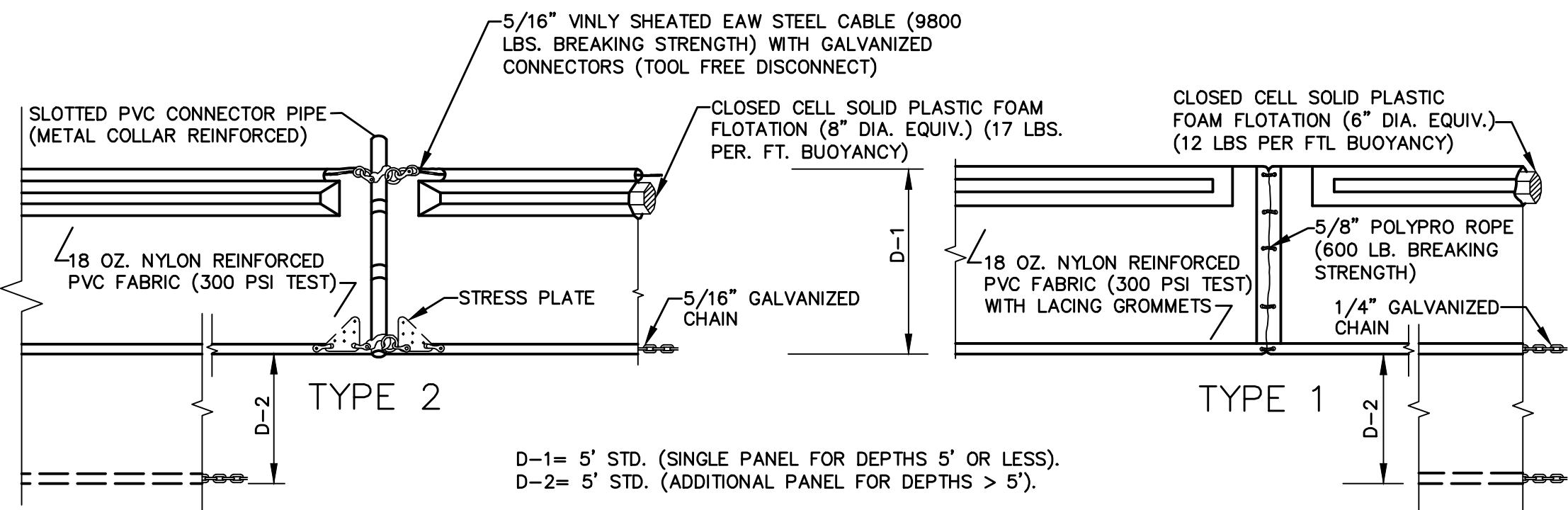
1
400



TREE PROTECTION DETAIL

N.T.S.

2
400



D-1= 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D-2= 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5').

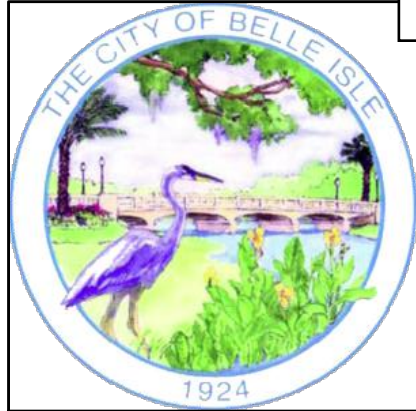
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN
10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY
CALLED FOR IN THE PLANS OR AS DETERMINED BY THE
ENGINEER.

NOTICE: COMPONENTS OF TYPES 1 AND 2 MAY BE SIMILAR OR
IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON
THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE
SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR
TYPES 1 AND 2 SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER DETAIL

N.T.S.

3
400



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CROSS LAKE ROAD ROADWAY IMPROVEMENTS

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

Revisions:

No.	Date	Description

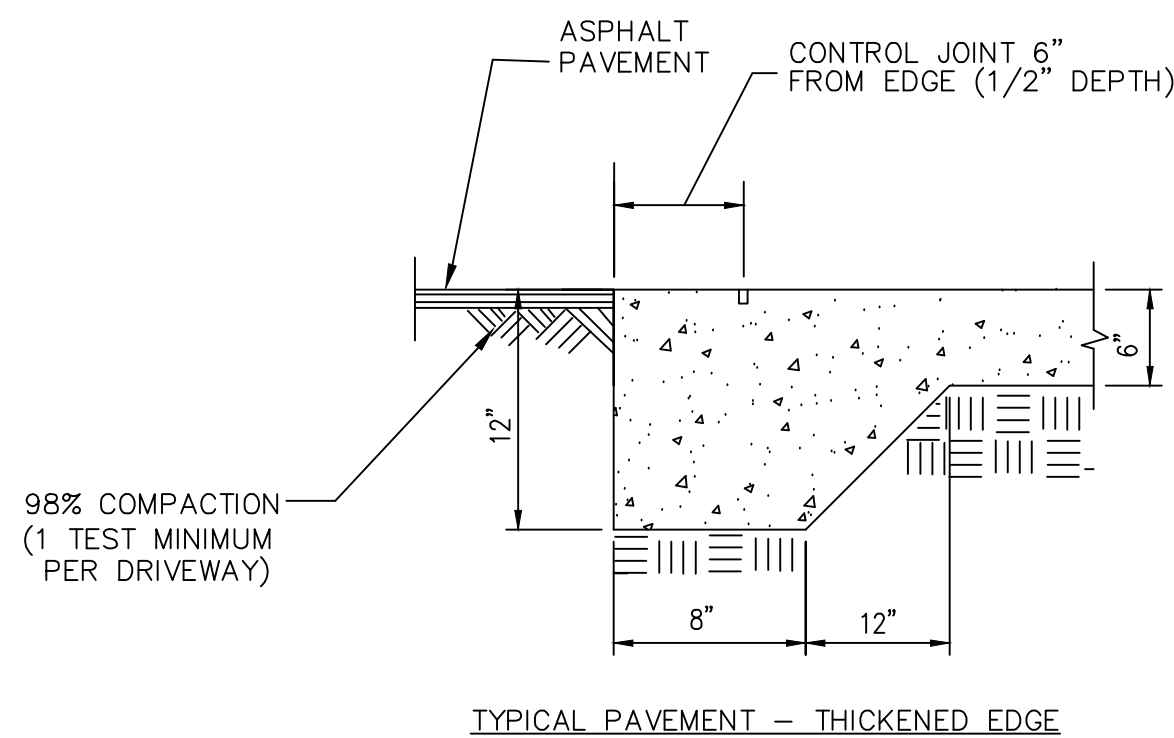
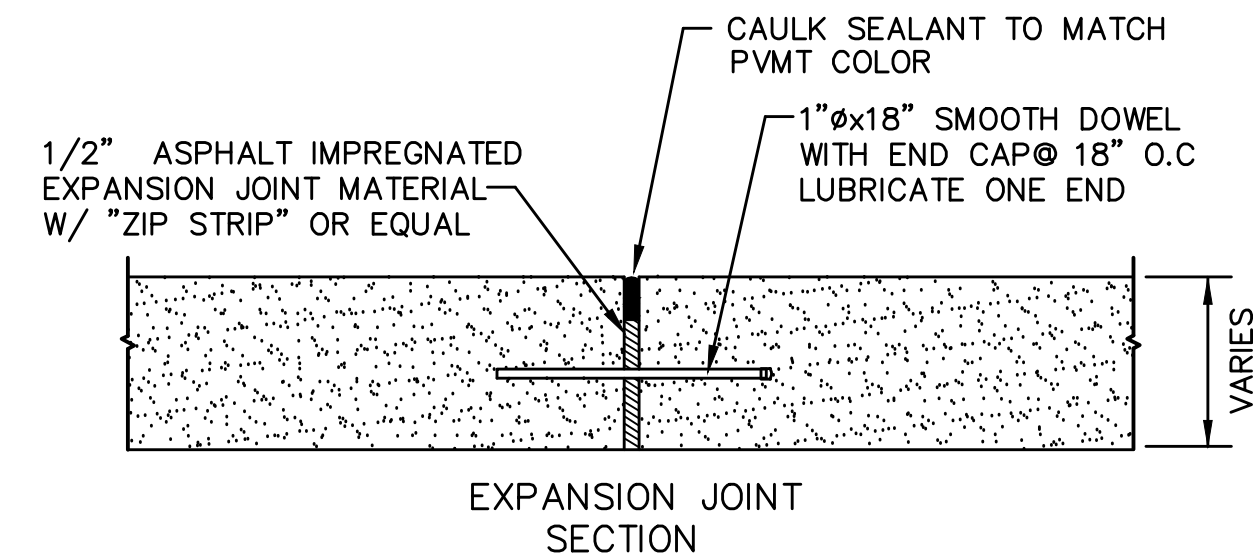
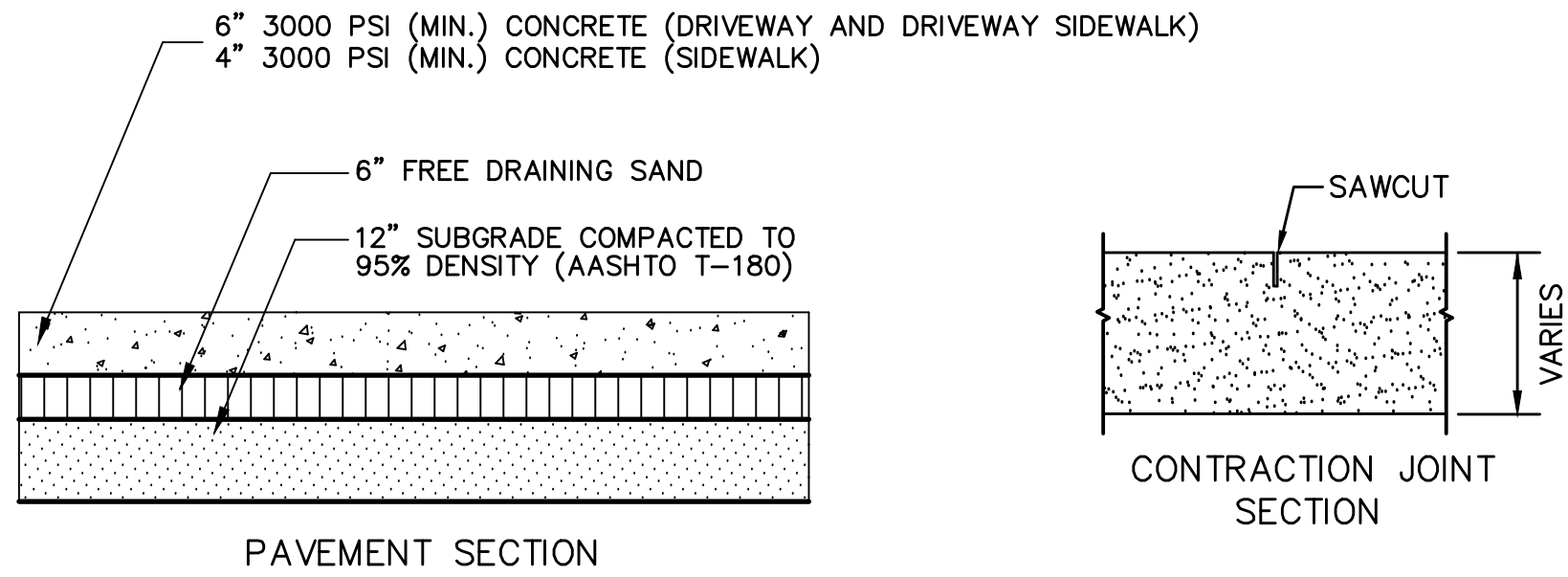
EROSION CONTROL DETAILS

Scale: N.T.S.
Date: 07/05/2023
Project No: 06958026
Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
Date: 07/05/2023

C-400

FILE NAME: G:\PROJ\06958026\PROJECTS\CROSS LAKE\CIVIL\DETAILS\C-400 - GENERAL DETAILS.DWG
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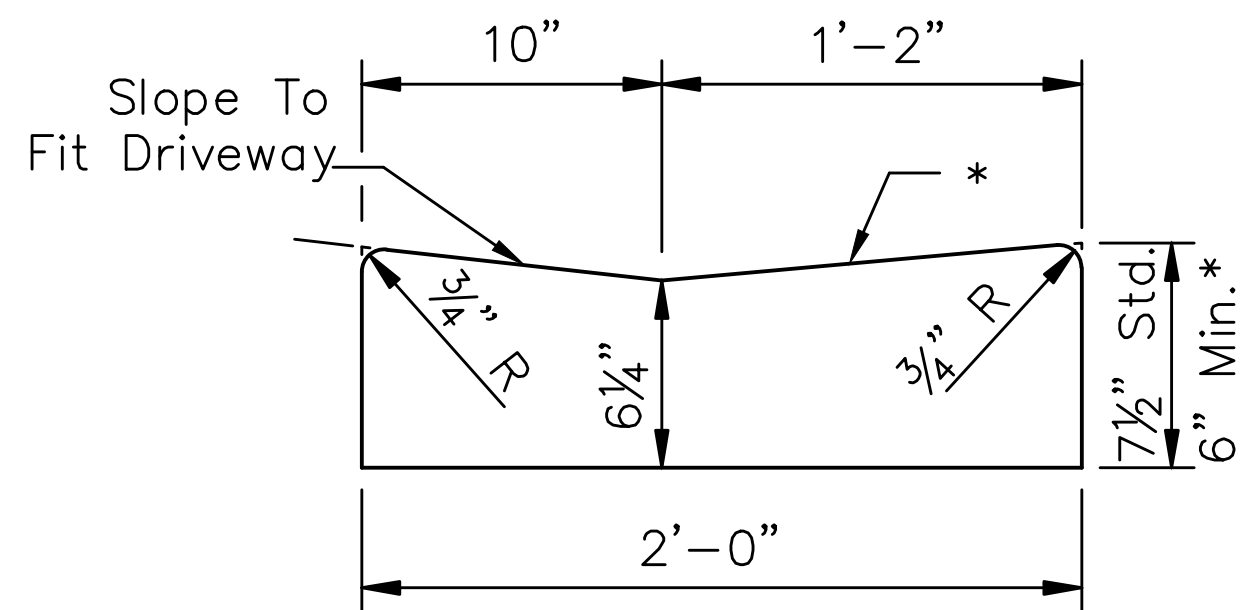


- NOTES:
1. SAW CONTRACTION JOINTS TO 25% OF PAVEMENT DEPTH AT 12' ON CENTER. PROVIDE EXPANSION JOINTS WHERE CONCRETE PAVING ABUTS WALL, CURB AND OTHER CONCRETE PAVING AS INDICATED.
 2. PLACE DOWELS THROUGH EXPANSION JOINTS

CONCRETE DRIVEWAY DETAIL

N.T.S.

1
401



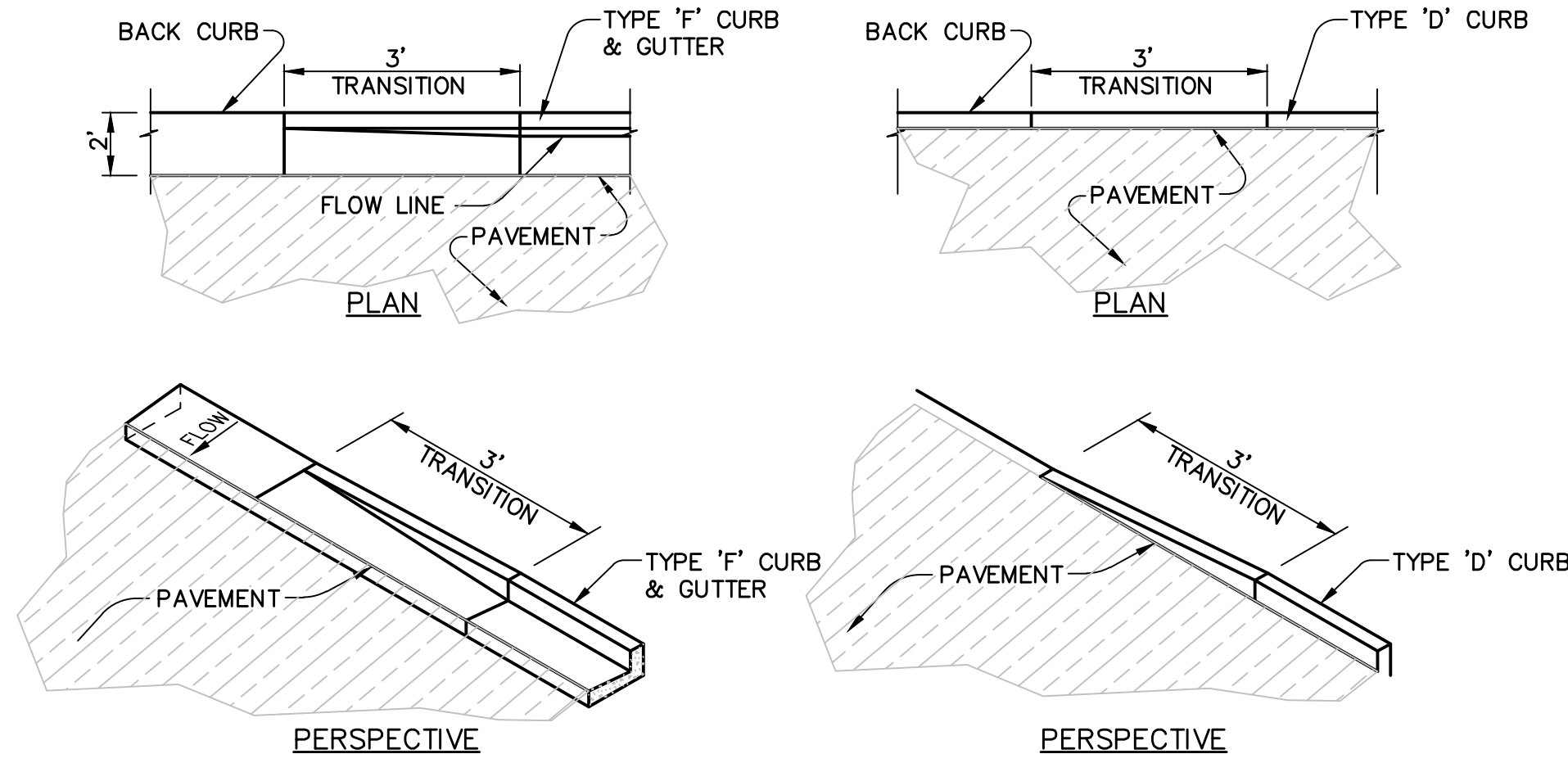
Note: To be paid for as parent curb.

- * When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

DROP CURB & GUTTER

N.T.S.

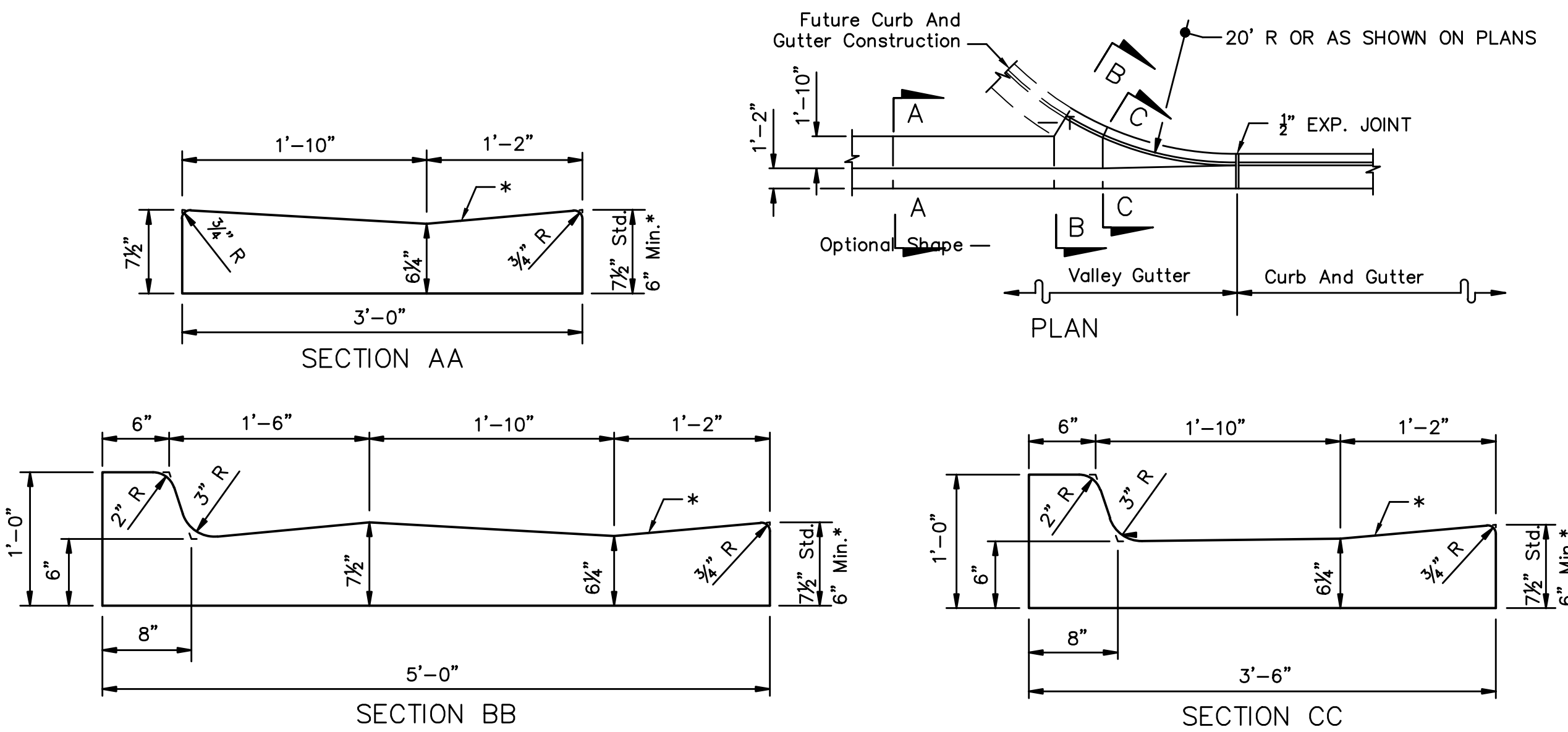
4
401



CURB TAPER DETAIL

N.T.S.

2
401



- * When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.

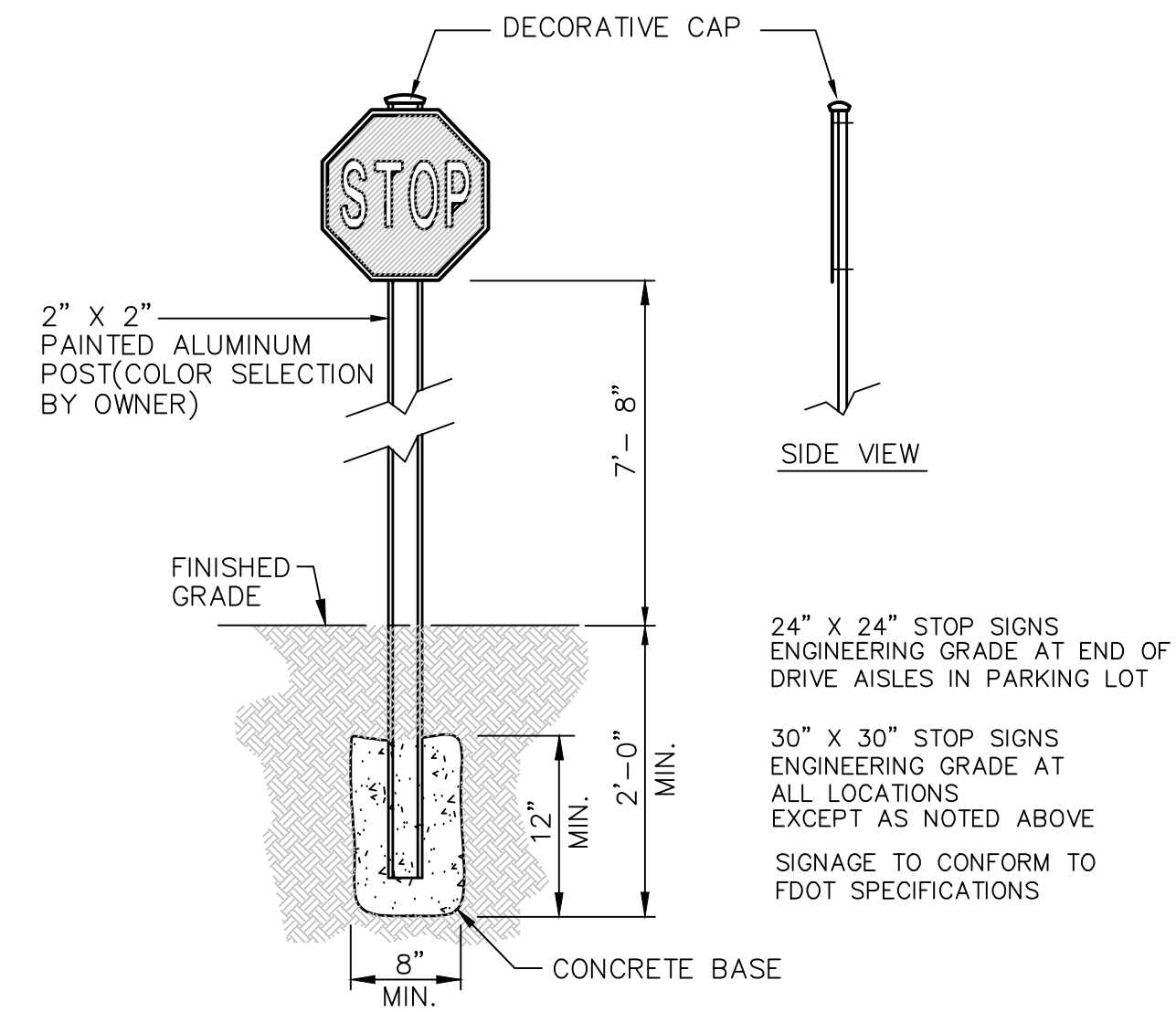
Rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.

For use adjacent to concrete or flexible pavement. For details depicting usage adjacent to flexible pavement, see FDOT Index 520-001 (Sheet 2). Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only, see Sheet 2

VALLEY GUTTER DETAIL

N.T.S.

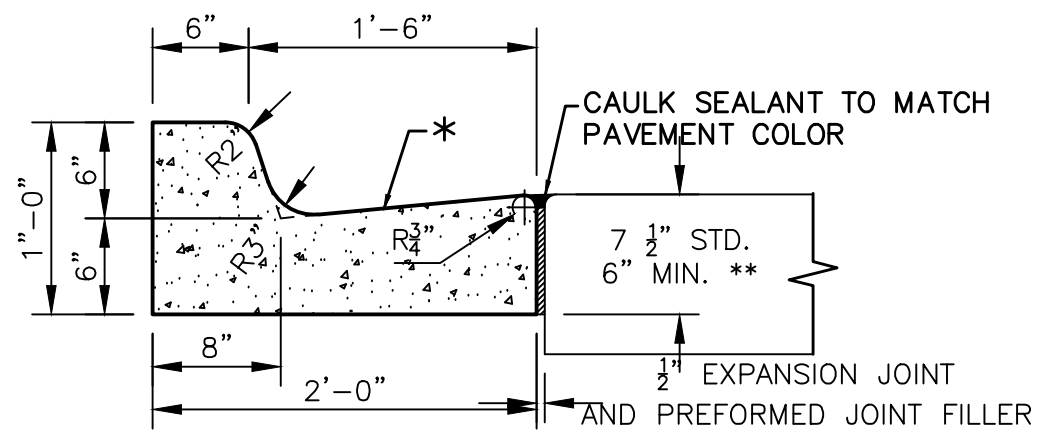
5
401



TYPICAL STOP SIGN DETAIL

N.T.S.

3
401



NOTE:
FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. DETAIL SHOWN NEXT TO CONCRETE PAVEMENT. PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN THE CURB & GUTTER AND CONCRETE PAVEMENT ONLY.

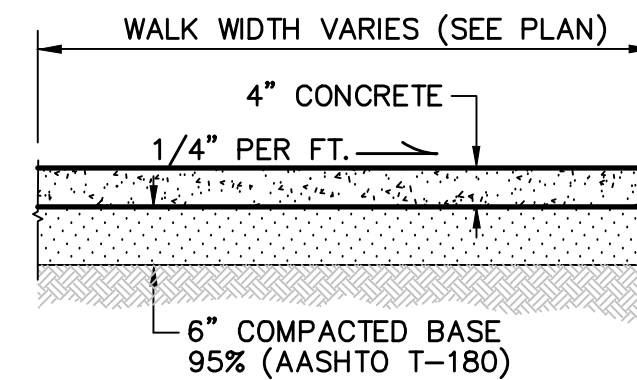
* WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.

** SEE PLANS AND PAVEMENT DETAIL FOR THICKNESS OF PAVEMENT

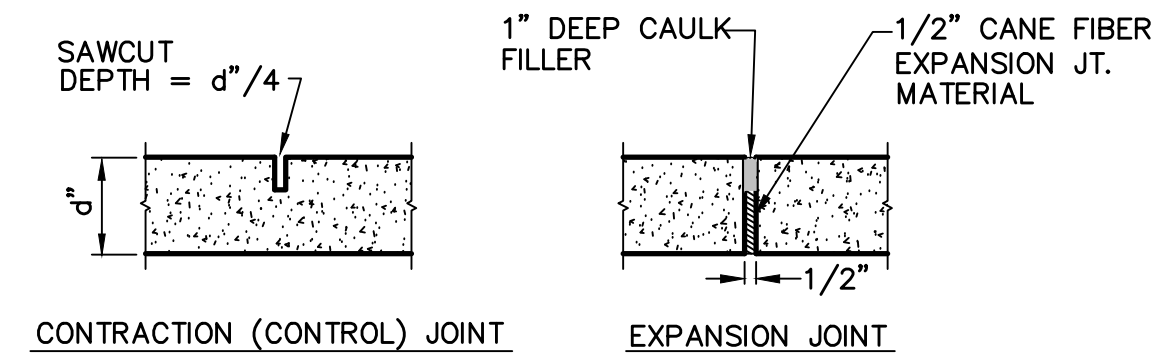
TYPE 'F' CURB & GUTTER

N.T.S.

6
401



STANDARD SIDEWALK



NOTE:
ALL CONCRETE SIDEWALKS SHALL HAVE A FULL 1/2" EXPANSION JOINT AT A MAXIMUM DISTANCE OF 25 LINEAR FEET AND A SAW CUT OR FORMED DUMMY JOINT AT EVENLY SPACED INTERVALS NOT TO EXCEED 5 LINEAR FEET. 3000PSI CLASS I CONCRETE TO BE USED

SIDEWALK DETAIL

N.T.S.

7
401



HARRIS

Harris Civil Engineers, LLC
1200 Hillcrest Street
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Phone: (407) 629-4777
Fax: (407) 629-7888

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EB 9814

CROSS LAKE ROAD ROADWAY IMPROVEMENTS

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

Revisions:

No.	Date	Description

SITE DETAILS

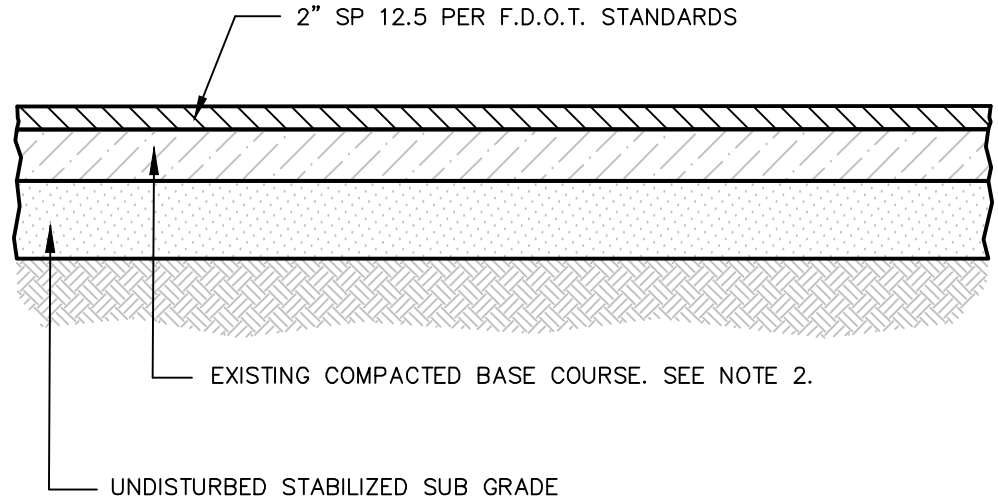
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Date: 07/05/2023
Project No: 06958026

Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
Date: 07/05/2023

C-401

FILE NAME: G:\PROJ\06958026\PROJECTS\CROSS LAKE\CIVIL\SHEETS\C-400 - GENERAL DETAILS.DWG
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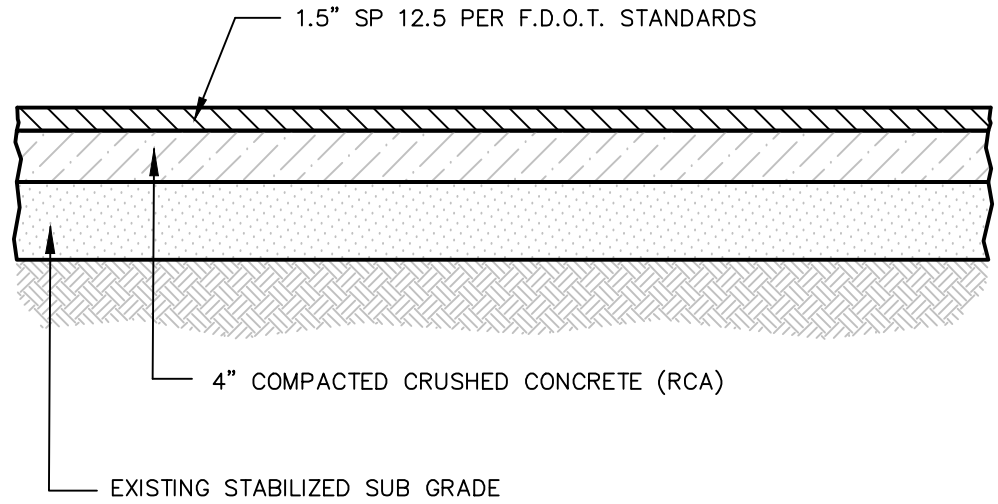


- NOTES:
1. ASPHALT TO BE MILLED AND REPAVED. CONTRACTOR TO MILL TO EXISTING BASE COURSE.
 2. CONFIRM EXISTING BASE COURSE MEETS COMPACTION OF 98% OF MATERIALS DRY DENSITY (AASHTO T-180, LBR-100). COMPACTION TESTING SHALL BE AT A MINIMUM OF 3 TESTS.

MILL/REPAVE
ASPHALT DETAIL

N.T.S.

1
402

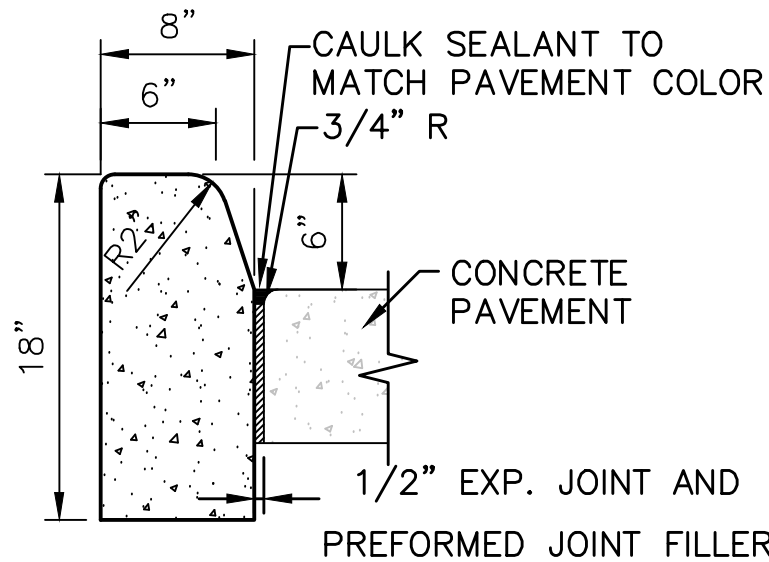


- NOTES:
1. RCA BASE MATERIAL PER FDOT SPECIFICATIONS SECTION 911 (LATEST EDITION).
 2. RCA BASE COMPACTED TO A MIN. DENSITY OF 98% MODIFIED PROCTOR MAXIMUM DENSITY AND A MIN. LBR OF 150. COMPACTION TESTING SHALL BE AT A MINIMUM OF 3 TESTS.
 3. SUB GRADE SHALL PROVIDE A MINIMUM LBR OF 40.

ASPHALT PAVING
SECTION DETAIL

N.T.S.

2
402



NOTE: FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. DETAIL SHOWN NEXT TO CONCRETE PAVEMENT. PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN THE CURB AND CONCRETE PAVEMENT ONLY.

TYPE D CURB
DETAIL

N.T.S.

3
402



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Harris Civil Engineers, LLC
1200 Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888

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CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

City of Belle Isle
1600 Nela Avenue
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Revisions:

No.	Date	Description

SITE DETAILS

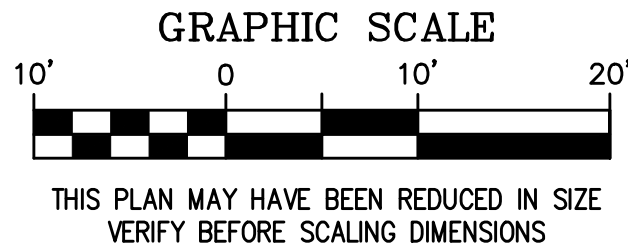
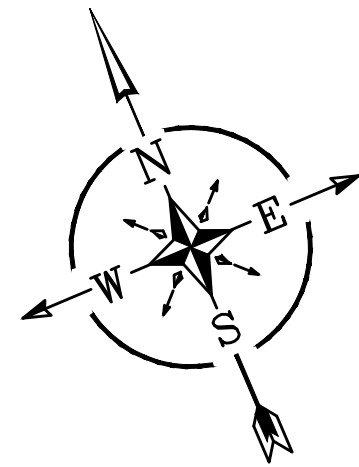
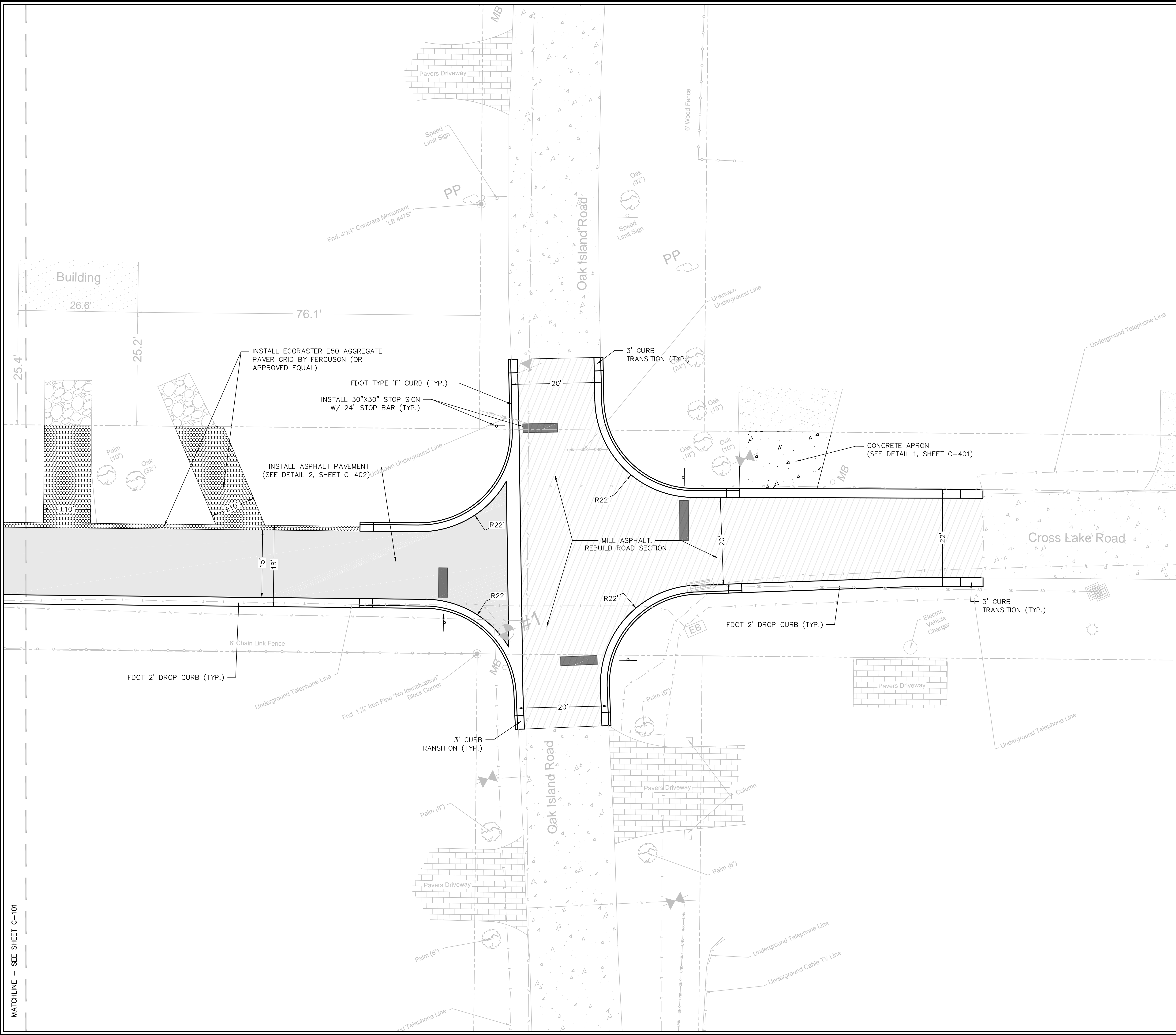
Scale: N.T.S.
Date: 07/05/2023
Project No: 06958026

Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
DATE: 07/05/2023

C-402

MATCHLINE - SEE SHEET C-101



LEGEND:

- INSTALL ASPHALT PAVEMENT
- MILL/REPAVE ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PAVER GRID

GENERAL NOTES:

- UPON GEOMETRY SET-OUT OF THE ROADS AND CURBING, CONTRACTOR SHALL SCHEDULE AN ON-SITE MEETING WITH THE CITY TO REVIEW THE EXTENTS PRIOR TO ANY PAVING WORK.
- CITY ARBORIST TO BE ON SITE DURING ROAD SET-OUT AND EXCAVATION. CONTRACTOR TO COORDINATE WITH CITY PUBLIC WORKS DEPT.
- AGGREGATE PAVERS TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.

SITE GEOMETRY PLAN

Revisions:

No.	Date	Description

Scale: SEE SCALE BAR
Date: 07/05/2023
Project No: 06958026

Design: NZL
Drawn: NZL
Checked: DWT

Release: 100% CD
DATE: 07/05/2023

C-100

CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

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

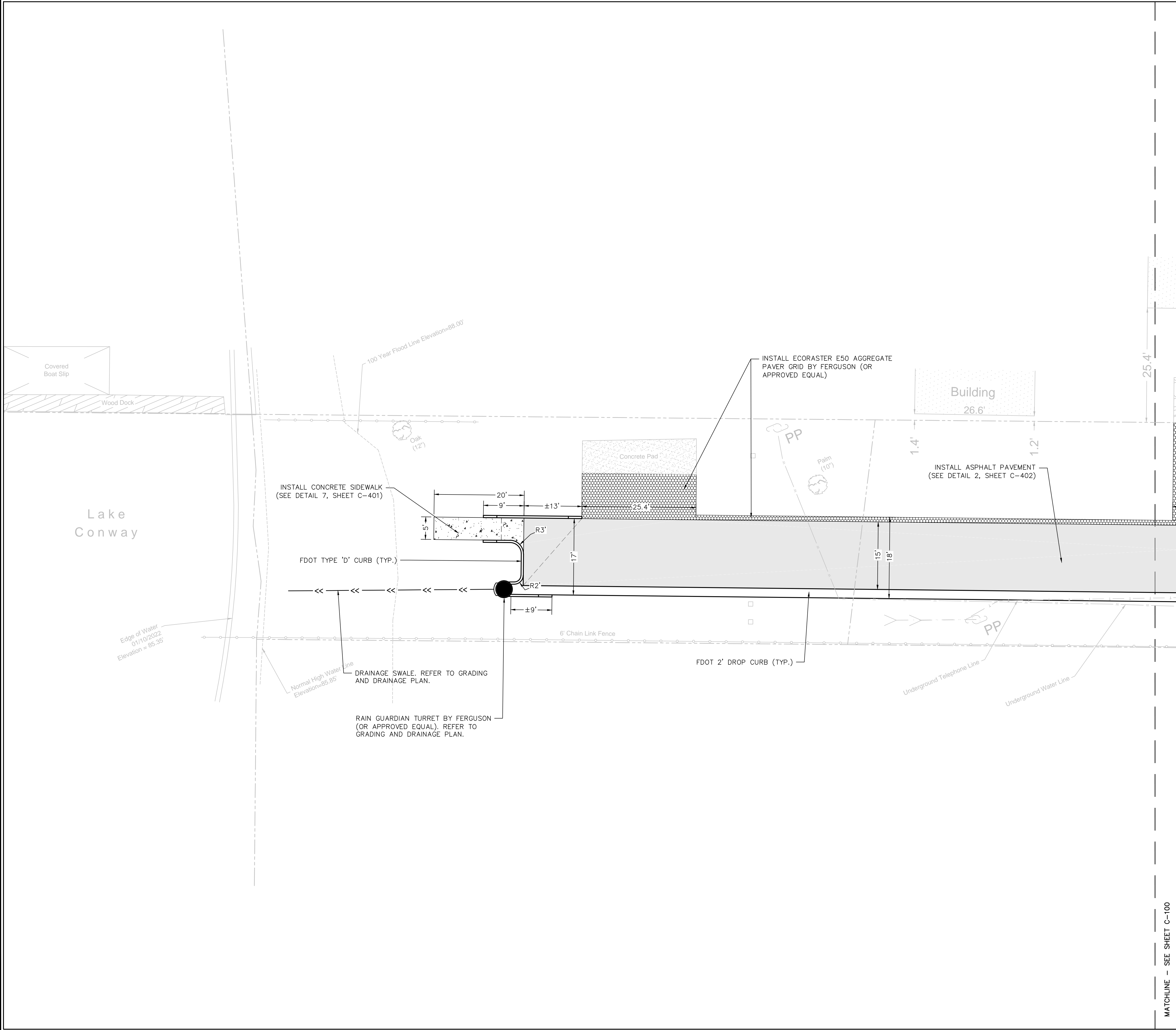


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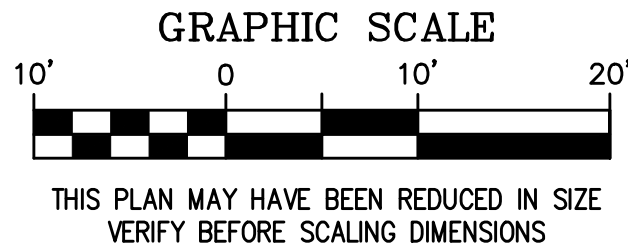
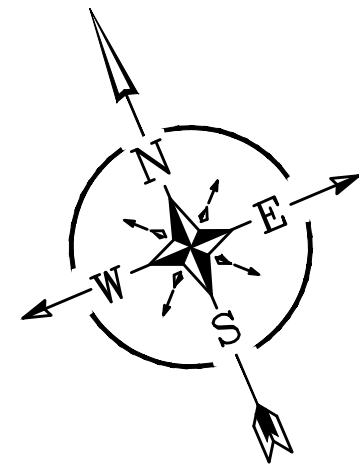
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TIME: 05 JUL 2023 - 7:36PM
USER: NICOLEL



MATCHLINE - SEE SHEET C-100



LEGEND:

- INSTALL ASPHALT PAVEMENT
- MILL/REPAVE ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PAVER GRID

GENERAL NOTES:

- UPON GEOMETRY SET-OUT OF THE ROADS AND CURBING, CONTRACTOR SHALL SCHEDULE AN ON-SITE MEETING WITH THE CITY TO REVIEW THE EXTENTS PRIOR TO ANY PAVING WORK.
- CITY ARBORIST TO BE ON SITE DURING ROAD SET-OUT AND EXCAVATION. CONTRACTOR TO COORDINATE WITH CITY PUBLIC WORKS DEPT.
- AGGREGATE PAVERS TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.

SITE GEOMETRY PLAN

Revisions:

Scale: SEE SCALE BAR	Design: NZL
Date: 07/05/2023	Drawn: NZL
Project No: 06958026	Checked: DWT

No.	Date	Description

CROSS LAKE ROAD
ROADWAY IMPROVEMENTS

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



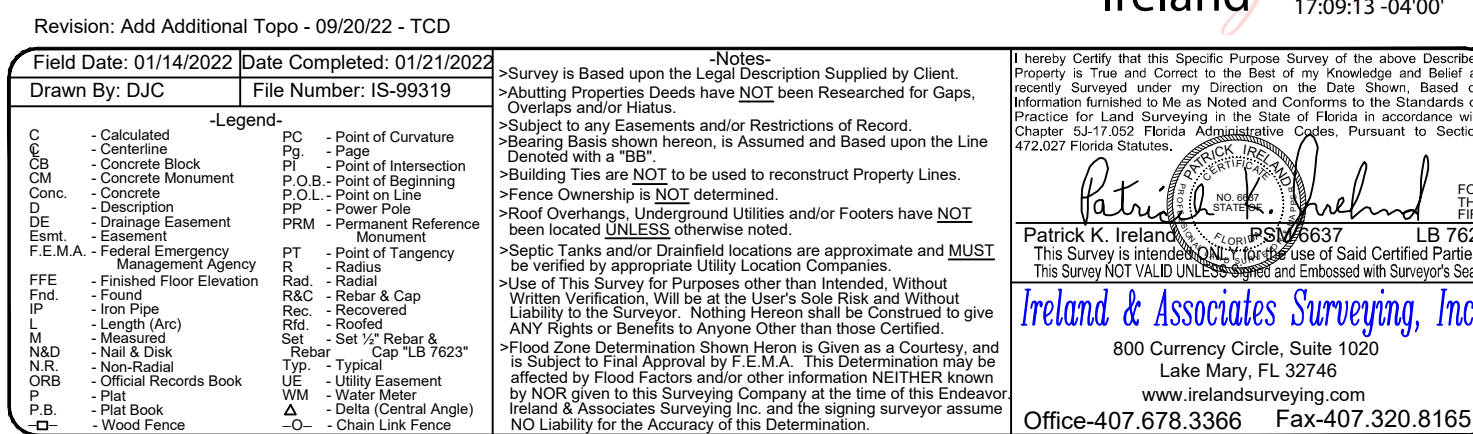
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Release: 100% CD
DATE: 07/05/2023

C-101



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

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: PD Surplus of Patrol Firearms

Background: The Police Department recently purchased new patrol firearms with money donated to the agency. The Police Department requests that the surplus of the following used guns be sold to the officers.

- | | |
|----------------------|-----------------------------|
| 1. Glock 17: YYW855 | 18. Glock 17: YYW872 |
| 2. Glock 17: YYW856 | 19. Glock 17: YYW873 |
| 3. Glock 17: YYW857 | 20. Glock 17: YYW874 |
| 4. Glock 17: YYW858 | 21. Glock 17: YYW875 |
| 5. Glock 17: YYW859 | 22. Glock 17: YYW876 |
| 6. Glock 17: YYW860 | 23. Glock 17: YYW877 |
| 7. Glock 17: YYW861 | 24. Mossberg 500A H746170 |
| 8. Glock 17: YYW862 | 25. Mossberg 500A: K386886 |
| 9. Glock 17: YYW863 | 26. Mossberg 500A: K890133 |
| 10. Glock 17: YYW864 | 27. Mossberg 500A: L327271 |
| 11. Glock 17: YYW865 | 28. Mossberg 590: T604599 |
| 12. Glock 17: YYW866 | 29. Remington 870: CC50680F |
| 13. Glock 17: YYW867 | 30. Remington 870: CC51368F |
| 14. Glock 17: YYW868 | 31. Remington 870: CC52365F |
| 15. Glock 17: YYW869 | 32. Remington 870: CC52375F |
| 16. Glock 17: YYW870 | 33. Remington 870: K051123 |
| 17. Glock 17: YYW871 | 34. Remington 870: T604588 |

Staff Recommendation: Sell the surplus property.

Suggested Motion: None

Alternatives: None

Fiscal Impact: Unknown until items are sold

Attachments: na

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

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: Update Florida League of Cities CS/SB 102 - Building, Zoning, and Land Development

Background: The “Live Local Act” (the “Act”) is a comprehensive housing initiative to address Florida’s affordable housing needs through a combination of funding, tax credits, tax exemptions, and land use controls to create incentives for affordable housing. A summary of the bill can be found on the Florida League of Cities website (www.flcities.com).

With the Act taking effect on July 1, 2023, we would like to remind our members that in addition to the impact this new legislation has on zoning, land use control, and tax exemptions, it also includes certain administrative requirements, effective July 1, 2023. This includes but is not limited to the requirement for local governments to **maintain on their website a policy containing procedures and expectations for expedited processing** of those building permits and development orders to be expedited pursuant to the Act.

The Act does not specify what “expedited” means from a timeliness perspective, nor does it quantify the term (e.g., number of days prior to issuance of a permit, etc.). As such, it is suggested that local governments implement the following procedure for expedited processing requests: Require an applicant, upon submission of the applicable building permit or development order, to notify the applicable local government that he or she is requesting expedited processing and state the statutory basis entitlement for such expedited processing. Upon review, the applicable local government should give higher priority to the processing of building permits and development orders that qualify under the Act.

In addition, the Act imposes the following new requirements as of October 1, 2023:

- Each county (Section 125.379, Florida Statutes) and municipality (Section 166.0451, Florida Statutes) shall prepare an inventory list of all real property within its borders, including property owned by a dependent special district within its borders, that is appropriate for use as affordable housing and make a list publicly available on its website to encourage potential development.
- Counties (Section 125.379(3), F.S.) and municipalities (Section 166.0451(1), F.S.) are encouraged to adopt best practices for surplus land programs, including, but not limited to:
 - Establishing eligibility criteria for the receipt or purchase of surplus land by developers.
 - Making the process for requesting surplus lands publicly available.
 - Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.
- The Act imposes several requirements on municipalities regarding zoning, density, dwelling height, parking, etc. (Section 166.04151(7), F.S.).

Finally, starting with the 2024 tax roll (Section 196.1979, F.S.), the Act provides that certain nonprofit entities with land that are used to provide qualifying housing to low-income individuals predominantly are provided with an ad valorem property tax exemption for that land (Sections 196.1978 and 196.1979, F.S.).

Housing (Support) – Passed

CS/SB 102 (Calatayud) creates the Live Local Act to address Florida's affordable housing needs. The Act uses a combination of funding, tax credits, tax exemptions, and land use controls to create incentives for affordable housing.

Zoning and Land Use Controls and Local Government Requirements:

- For ten years, the bill requires cities and counties to allow multifamily rental and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed-use if at least 40% of the units are affordable to income-eligible households for at least 30 years. For mixed-use projects, at least 65% of the square footage must be used for residential purposes. The local government may not require the proposed project to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the height, densities, and zoning authorized by the bill.
 - A local government may not restrict the height of an eligible project below the tallest currently allowed height for commercial or residential development in the jurisdiction within 1 mile of the proposed project or three stories, whichever is higher.
 - A local government may not restrict the density of an eligible project below the highest allowable density in the jurisdiction where residential development is allowed.
 - The local government must administratively approve applications for eligible projects without further action by the governing body if the project satisfies applicable land development regulations and comprehensive plan requirements for mixed-use residential developments (other than height, density, and zoning).
 - A local government must consider reducing parking requirements for eligible projects if the proposal is within half a mile of a "major transit stop" (as defined by the local government).
 - Cities and certain counties with less than 20% of land zoned for commercial or industrial uses are only subject to these requirements for mixed-use developments (exclusively residential projects would not be eligible).
 - Recreational and commercial working waterfront areas are exempt.
 - The proposed project must otherwise comply with applicable state and local laws.
- Sections 125.01055(6) and 166.04151(6) currently authorize local governments to allow affordable housing developments on any parcel zoned

residential, commercial, or industrial, notwithstanding any other law to the contrary. The bill removes areas zoned residential from this provision.

- Requires cities and counties and independent special districts within local governments to post an inventory of city- and county-owned lands appropriate for use annually as affordable housing on their websites.
- Prohibits cities and counties from enacting rent control requirements.
- Requires cities and counties to post policies for implementing state laws on their website that require expedited processing of building permits and development orders.

Tax Exemptions:

- Requires a new property tax exemption for newly constructed multifamily developments of over 70 affordable units that serve up to 120% AMI and do not have a Land Use Restriction Agreement with the Florida Housing Finance Corporation (FHFC); the exemption applies only to the affordable housing units.
- Authorizes cities and counties to implement additional property tax exemptions for developments that serve households at 60% AMI or below. Eligible projects must have at least 50 units and dedicate at least 20% of the units to affordable housing.
- Creates a new sales tax refund on building materials for affordable housing developments subject to an agreement with FHFC.

Funding and Tax Credits:

- Proposes \$811 million for affordable housing programs, including \$252 million for SHIP; \$259 million for SAIL; \$100 million for the Florida Hometown Hero Housing Program; \$100 million for a competitive loan program for new construction projects that have not yet commenced construction and are experiencing verifiable cost increases due to market inflation; and up to \$100 million for a new Live Local Tax Donation Program, whereby taxpayers can direct payments to the FHFC for use as SAIL funds in exchange for tax credits against corporate or insurance premium tax.

Effective date: July 1, 2023, except as otherwise specified.

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

b.

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: SS 166.041 Procedures for Adoption of Ordinances and Resolutions

Background: One of the few bright spots in the new legislation passed this year affecting cities is an amendment to Section 166.041(3)(d), Fla. Stat. concerning the adoption of ordinances that allows continuances of ordinance hearings without re-advertising in the newspaper. This change in the statute directly addresses the appellate case from earlier this year that claimed that re-advertising was required under Section 166.041 every time an ordinance hearing is continued. Below is the new subsection (3)(d) that describes how an ordinance hearing continuance can occur without the newspaper re-advertisement:

166.041 Procedures for adoption of ordinances and resolutions.—

(d) Consideration of the proposed municipal ordinance at a meeting properly noticed pursuant to this subsection may be continued to a subsequent meeting if, at the meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice as required under this subsection is required, except that the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting. This paragraph is remedial in nature, is intended to clarify existing law, and shall apply retroactively.

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

C.

Meeting Date: July 18, 2023

To: Honorable Mayor and City Council Members

From: T. Grimm, Interim City Manager

Subject: Letter to CFPB Regarding Residential PACE Program

Background: Attached is a letter from Ballard Partners requesting a review regarding the CFPB's proposed rule that severely curtails R-PACE programs' use. The letter will urge the Bureau to carefully reconsider the implications of this Proposed Rule and adjust it to account for the needs of Floridians benefitting from this essential form of financing.

Since 2022, the City has provided home and business owners financial tools to help them lower their utility bills and make our buildings more energy and water efficient through the Property Assessed Clean Energy program. PACE removes the barriers of high upfront costs and provides low-interest financing to help residents and business owners looking to modernize, mitigate wind damage and improve their property's energy and water efficiency.

At the January 4, 2022, Council meeting, the Council directed Ordinance 21-16 PACE Program move forward to adoption. Council also directed that the staff post PACE information on the City's website before the adoption. The posting was completed, and the agreements with third-party entities were signed.

With the Council establishing the PACE Program, the City entered an Interlocal or Subscription agreement for each participating PACE entity. The PACE providers are Florida PACE Funding Agency; Green Corridor District; Florida Resiliency and Energy District; and Florida Green Financing Authority - Resolutions 22-03 to 22-06.

Staff Recommendation: Adopting Ordinance 21-16.

Suggested Motion: I move to have the City sign the latter and post accordingly.

Alternatives: Approve with changes or do not approve.

Fiscal Impact: None to the City, as this is not a City program

Attachments: Draft letter

SAMPLE LETTER

Director Rohit Chopra
Consumer Financial Protection Bureau
Comment Intake
1700 G Street NW
Washington, DC 20552

Re: Comments on Residential Property Assessed Clean Energy (PACE) Financing

Dear Director Chopra,

We are writing regarding the Consumer Financial Protection Bureau's (CFPB, or "Bureau") Proposed Rule on Residential Assessed Clean Energy Financing ("Proposed Rule"). In Florida, PACE assessments are non-ad valorem, real-property tax assessments authorized by the Florida legislature and imposed with the homeowner's consent to serve the State's sovereign interests. The PACE program provides Florida homeowners access to affordable financing to retrofit homes to harden and protect against natural disasters and make eligible energy efficiency upgrades. In 2022, approximately 80% of PACE projects nationwide were for Florida property owners.

Specifically, the residential PACE program within the City of Belle Isle has shown continued benefits to the community and the individual homeowners. Belle Isle's homeowners needed more options to finance vital improvements, such as storm-hardening their homes in response to more frequent and powerful weather events, such as hurricanes. Without this program, our community members would be hard-pressed to make their homes safe, resilient, and insurable. With natural disasters rising each year, we need more options for homeowners, not fewer.

Additionally, the City of Belle Isle and Florida residents have fallen victim to an exodus of private insurance companies from the State. Those private insurers' departure has left a vacuum where homeowners cannot find property insurance in the private marketplace. Those insurance companies that continue to write new policies within Florida have become so selective that many homeowners may not qualify for property insurance due to numerous factors, including older roofs. R-PACE is a powerful tool that enables homeowners to make the upgrades needed to requalify for private insurance without opening a new insurance policy with the State of Florida.

In 2010, Florida Statute § 163.08 codified the legislature's position that qualifying improvements to real property financed through PACE assessments "not only benefit the affected properties for which the improvements are made but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies."¹ The Florida legislature determined that PACE assessments serve "a compelling state interest in enabling property owners to finance such improvements with local government assistance voluntarily"² and "are necessary for the prosperity and welfare of the state and its property owners and inhabitants."³ PACE has developed into a critical financing mechanism for Florida homeowners to harden their homes against hurricanes, and Florida homeowners are projected to finance over \$700 million in 2023. PACE financing provides millions of dollars in low-cost private

¹ Fla. Stat. Ann. § 163.08(1)(b).

² *Id.*

³ Fla. Stat. Ann. § 163.08(1)(c).

capital to Floridians. Given the current credit card interest rates at a national average of 24.25%,⁴ an effort by the CFPB to reduce the availability of PACE as a financing source for Floridians is troubling.

Since 2022, the City of Belle Isle has provided home and business owners financial tools to help them lower their utility bills and make our buildings more energy and water efficient through the Property Assessed Clean Energy program. PACE removes the barriers of high upfront costs and provides low-interest financing to help residents and business owners looking to modernize, mitigate wind damage and improve their property's energy and water efficiency. The City of Belle Isle urges the Bureau to carefully reconsider the implications of this Proposed Rule and adjust it to account for the needs of Floridians who are benefitting from this essential form of financing.

Sincerely,

[Name]

⁴ <https://www.forbes.com/advisor/credit-cards/average-credit-card-interest-rate/> (May 4, 2023). Average personal loans rates range from 4-36%, with an average of 12-15%. <https://www.forbes.com/advisor/personal-loans/personal-loan-rates/> (May 5, 2023).