



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, September 05, 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 - 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** - Commissioner Randy Holihan, District 4
3. **First Public Hearing - FY 2023/2024 Budget**
 - a. Budget Presentation by Interim City Manager Grimm
 - b. Citizen Comments
 - c. Resolution 23-07 Adopting Tentative Millage
 - d. Resolution 23-08 Adopting Tentative Budget
4. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
 - a. Approval of the City Council August 15, 2023 minutes
 - b. Approval of the City Council Workshop August 15, 2023 minutes
5. **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.
6. **Unfinished Business**
 - a. Resiliency Grant - Sol Project Update
7. **New Business**
 - a. Appeal Public Hearing 2506 Homewood
 - b. 1711 Hoffner Avenue Lot Split Concerns
 - c. Sienna Place Stormwater ERUs
 - d. Review and Approve Updated Wallace Field Use Agreement
 - e. Ducktoberfest Sponsorship 2023
 - f. Control Specialist Contract Renewal 2023
8. **Attorney's Report**
9. **City Manager's Report**
 - a. Chief's Report
 - b. Public Works Report
10. **Mayor's Report**
11. **Items from Council**
12. **Adjournment**

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

RESOLUTION 23-07

A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle must provide public notice of and hold a public hearing on the tentative millage rate for the levying of ad valorem taxes, pursuant to Florida Statute 200.065; and

WHEREAS, notice of the public hearing was provided to all taxpayers of the City of Belle Isle by the Orange County Property Appraiser on the Notice of Proposed Property Taxes (TRIM notice) mailed in August 2023; and

WHEREAS, the City of Belle Isle held the public hearing on the tentative millage rate for the fiscal year beginning October 1, 2023 and ending on September 30, 2024, as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Orange County has been certified by the Orange County Property Appraiser to the City of Belle Isle as \$1,045,718,431; and

WHEREAS, the City Council of the City of Belle Isle has determined that the millage rate of 4.4018 mills is necessary to provide the revenue to fund the budget for the fiscal year beginning October 1, 2023 and ending on September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City of Belle Isle, Florida of Orange County, Florida, that:

SECTION 1. The City Council adopts the tentative millage rate of 4.4018 mills for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024.

SECTION 2. The tentative millage rate of 4.4018 mills is greater than the rolled-back rate of 4.0398 mills by 8.96%.

SECTION 3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 5th day of September, 2023.

Nicholas Fouraker, Mayor

Attest: _____
Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality
City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 23-07 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the _____ day of _____, 2023.

Yolanda Quiceno, CMC-City Clerk

RESOLUTION 23-08

A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Belle Isle held a public hearing on September 5, 2023, as required by Florida Statute 200.065, to review the proposed budget for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024; and

WHEREAS, the proposed budget for the City of Belle Isle for the fiscal year beginning October 1, 2022 and ending on September 30, 2023, provides for a total of all funds in the amount of \$11,600,951, as set forth in Attachment "A"; and

WHEREAS, the City Council desires to adopt the tentative budget.

NOW, THEREFORE, BE IT RESOLVED by the City of Belle Isle, Florida of Orange County, Florida, that:

SECTION 1. The City Council adopts the tentative budget for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024, as set forth in Attachment "A", and including all amendments, if any, adopted at its public hearing on September 5, 2023.

SECTION 2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 5th day of September, 2023.

Nicholas Fouraker, Mayor

Attest: _____
Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality
City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 23-08 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the _____ day of _____, 2023.

Yolanda Quiceno, CMC-City Clerk



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Tuesday, August 15, 2023 * 6:30 pm
MINUTES

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Randy Holihan
- District 5 Commissioner – Beth Lowell
- District 6 Commissioner – Stan Smith
- District 7 Commissioner – Jim Partin-

Absent was:

NA

1. Call to Order and Confirmation of Quorum

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

2. PD Presentations

- a. Introduction of Officer Steve Mendez
Acting Chief Millis stated that Officer Mendez could not attend and would present at a later meeting.
- b. Life-Saving Award - Officer Zachary Mathews
Acting Chief Millis presented the Life Saving Award to Officer Matthew.

Mayor Fouraker asked the Council to rearrange the agenda items and bring forward item 6a for discussion. Council approved.

Wallace Field Staff Report

City Manager Grimm said that in 2020, an agreement was executed between the City and Cornerstone Charter Academy (CCA) for developing and using the property known as Wallace Field. That agreement expired during the time of the site plan approval process. The Site Plan was approved with conditions by the Planning and Zoning Board and subsequently upheld by the City Council during an appeal process.

April Fisher, City Planning Consultant, said one of the conditions of the Site Plan approval requires an agreement between the City Council and CCA regarding development, operation, and maintenance responsibilities and authorities (Use Agreement). Staff recently met with CCA to discuss completing the requirements, the conditions, and this condition before permitting can be completed. Ms. Fisher provided a list of the progress on this project to date, and a copy of the approved Site Plan was provided for reference. CCA is ready to complete permitting once the City Council supports the Use Agreement. Staff, with the City Attorney, will prepare a draft Use Agreement for the Council's formal consideration at an upcoming City Council meeting. Council had no objections to the process moving forward.

Comm Lowell asked if the Use Agreement would address the noise and lighting concerns. Ms. Fisher said no specific condition concerning noise or lighting abatement in the Use Agreement, and the noise abatement will be regulated by Code requirements. The City entered a Deed Restriction for lighting that runs with the property.

Comm Gold said that at one point, the City agreed to a giant row of conocarpus to protect the neighbors from trespassers. Ms. Fisher said yes, the condition is still in effect.

3. Citizen's Comments

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

4. Consent Items

- a. Approval of the City Council Meeting Minutes - August 1, 2023
- b. Proclamation - Election 2024

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 3

Comm Lowell moved to approve the consent items as amended.
Comm Smith seconded the motion, which passed unanimously 7:0.

Mayor Fouraker read the Proclamation for the record.

5. Unfinished Business

- a. SECOND READING AND ADOPTION: ORDINANCE NO. 23-04, 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.

Attorney Langley read Ordinance 23-04 by Title.

CM Grimm said many homeowners are turning to artificial turf to replace all or part of their lawns with a similar green surface that does not require irrigation or maintenance; the Code is relatively silent. Staff issued a determination allowing artificial turf but needs it to be permitted and the specifications reviewed. The Planning and Zoning Commission discussed artificial turf and recommended Ordinance 23-04 for approval.

Comm Lowell moved to adopt Ordinance 23-04 as presented.
Comm Holihan seconded the motion, which passed 6:1 with Comm Carugno, nay.

6. New Business

- a. Resiliency Grant / Sol Project Update

CM Grimm reported that on Monday, August 7, 2023, the City staff attended a Resilient Florida Program meeting. In speaking with the grant representatives, the staff was informed that the Sol project was completed in January 2023. Still, the grant was not executed until February 2023 and may not be eligible for funding for \$196,862.00. The City Manager's office originally received the application in December 2022 and was not returned until February. The representative stated that the Department's current guidance is the following, "All work conducted for the project in which the grantee will request reimbursement for those expenses must be conducted on or after the grant agreement execution date. Expenses incurred before the grant execution date will not be eligible for reimbursement by the Department because there is no grant agreement in place, but those expenses may be used as match funds." The staff will continue to work with DEP.

Comm Smith asked if FEMA could cover any portion of the \$196,000. CM Grimm said he did not believe so because it was a 50/50 match stormwater project.

Comm Partin asked if the administrative process was something the Clerk handled. City Manager Grimm said the City Manager applied for the grant. In an email, he noted that he was a one-man show and dealt with the grant process.

Comm Lowell said this should put a mental note that the Council should be aware of deadlines to be on top of such items and hold those accountable; it's an unfortunate event.

- b. Wallace Field Staff Report Update – Discussion moved to item #3.

- c. Vacancy/Selection of New Commissioner – District 4

Comm Holihan requested this on the agenda for discussion. CM Grimm said the City Council is responsible for filling a vacancy on the Council according to Section 3.07 (C) of the Belle Isle Charter. At the June 6, 2023, meeting, Comm Holihan announced that he is resigning effective December 31. He has offered a replacement for Council consideration, Jason Carson. The next qualifying date for District 4 is April 2025.

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Comm Holihan said he is willing to step down due to scheduling conflicts and would like to move with the suggested motion. He offered to apply for the at-large seat on the Planning & Zoning Board if no one applied.

Attorney Langley said Comm Holihan would have to resign immediately or provide a letter to the Clerk resigning with an effective date. Currently, he has resigned, effective December 31, 2023. Attorney Langley advised that the appointment be in line with the resignation date.

The City Clerk reminded the Council that there is an open Planning and Zoning position and asked if Comm Holihan could be appointed to that seat, with Comm Shuck's approval, when a commissioner is appointed.

Comm Partin moved to have staff post the vacancy for 30 days and appoint a candidate at the September 19th session as District 4 Commissioner.

Comm Gold seconded the motion, which passed 6:1 with Comm Carugno, nay.

- d. Informational with a First Reading on September 5, 2023: ORDINANCE NO. 23-05 - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE SECTION 50-102 ACCESSORY STRUCTURES TO ALLOW THE INSTALLATION OF FENCES AND WALLS IN FRONT YARDS WITHIN CERTAIN DEFINED OVERLAY AREAS AND CREATING RESTRICTIONS FOR SUCH FENCES AND WALLS: PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

City Manager Grimm presented a draft Ordinance for the fence updates to the Code. Procedurally, the Council discussed having a workshop for discussion before approval. The Council agreed to revisit the ordinance discussions after hiring a City Manager.

Comm Lowell moved to schedule a Budget Workshop for August 29, 2023, at 6 pm.

Comm Smith seconded the motion, which passed unanimously 7:0.

7. Attorney's Report – No report.

8. City Manager's Report

- a. CM Grimm announced that the City received information from the Lobbyists about the award of a transportation Grant. He will report later the amount and details.
- b. Chief's Report
Acting Chief Millis gave an update on a couple of high-profile cases. He reported monthly Stats, including 36 reports, 12 arrests, and 405 citations. Acting Chief Millis further noted that the commitment of resources of the PD for school traffic would be for the first two weeks of school only to assist with the new traffic patterns.
- c. Public Works Report – No report.

9. Mayor's Report

Mayor Fouraker recognized Holly Bobrowski and asked for Holiday event updates.

Holly Bobrowski reported that the Special Events membership has grown, and they currently have an entire board and two alternates. The Committee is speaking with the City of Edgewood on joining forces for the 100th Centennial.

10. Items from Council

Comm Lowell reported on some traffic issues she has received on Daetwyler Drive. Comm Carugno asked if the City could get jurisdiction on McCoy and Daetwyler. CM Grimm said they are working on some options. Comm Carugno shared his concerns with the loud vehicle noise, music, and drag racing on Hoffner Avenue.

11. Adjournment

There being no further business, the Mayor called for a motion to adjourn the meeting. The motion was unanimously approved 8:00 pm.

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CITY OF BELLE ISLE, FL
CITY COUNCIL BUDGET WORKSHOP
Held in City Hall Chambers 1600 Nela Avenue

Tuesday, August 15, 2023 * 6:00 pm
MINUTES

Present was:
Nicholas Fouraker, Mayor
District 1 Commissioner – Ed Gold
District 2 Commissioner – Anthony Carugno
District 3 Commissioner – Karl Shuck
District 4 Commissioner – Randy Holihan – Via Zoom
District 5 Commissioner – Beth Lowell
District 6 Commissioner – Stan Smith
District 7 Commissioner – Jim Partin

Absent was:
N/A

1. Call to Order

Mayor Fouraker called the workshop to order at 6:00 pm. City Clerk confirmed the quorum. Also present were Interim City Manager Grimm, Acting Chief Millis, Public Works Director Phil Price, and City Clerk Yolanda Quiceno.

Comm Smith noted that Comm Carugno may not attend due to scheduling conflicts. Comm Carugno joined the meeting at 6:07 pm.

2. Invocation and Pledge to Flag

Comm Gold gave an invocation and led the Pledge to the Flag.

3. Budget Discussion FY 2023-2024

a. Review of Proposed Budget FY 2023-2024

Mayor Fouraker opened for Budget Discussion.

Interim City Manager Grimm presented the proposed Budget and asked if Council had any questions. He noted the following updates,

- Option Local Gas Tax budgeted at \$215,000 received at \$221,392.
- Communication Service Tax budgeted at \$200,000 received \$219,531.

City Manager Grimm said the Finance Director had a family obligation and could not attend the meeting. If Council has any questions on the Budget he cannot answer, he will compile the list of questions and bring forward a response at the next workshop. Council asked the following questions for clarification,

- Q1. Nela Bridge Description of Repairs - \$20,000?
A. General maintenance/cosmetic to spruce up for the Centennial Celebration.
- Q2. Fire Protection (3440) – What is the Budgeted increase?
- Q3. Solid Waste Collection Increase
A. Both are the standard increase negotiated per Contract.
A. Fire is based on assessing property value.

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- Q4. Special Events Increase is based on the year's Centennial celebration.
 - A. Yes, the Special Events Committee provided an approximate budget for the Centennial and all other events for the year.

- Q5. Crossing Guards – Has the staff increased, and does CCA Pay for the service?
 - A. The crossing guard staff increased to six. The City pays for the service at an hourly rate of \$16.25.

- Q6. Clarification on the General Budget increase and decrease in Public Works - \$1m difference.

- Q7. Pay raises – How was the 15% considered? And was there a study made?
Last year, the staff was given 4% COLA for overall staff. Budget Committee member Kirk Leff spoke on the board's discussion and recommendation.
 - A. 15% overall for Police Department sworn staff – research and comparable to other agencies. PD did not receive the COLA increase; however, they did receive an increase per the pay plan.
8% for non-sworn staff (7% one-time salary payment) – i.e., Tampa is giving 18% this year.

- Q8 Sidewalk Repairs – How are they funded? ARPA?
 - A. The current sidewalk repairs are to be funded with ARPA.

- Q9. Insurance under general government (Dept 4500)– Budgeted 150,000 to 235,000. What does this consist of? Was there an insurance increase?

- Q10. Emergency Hurricane expense – \$1,435,000. Comm Partin noted that he does not recall the Council approving as much. He remembers the Council stating to place a hold until whether FEMA would pay out. How much has FEMA approved thus far?

- Q11. Total fund balance for Stormwater – can the remaining monies due to expire in Sept be moved into this fund?

- Q12. PD Pay Plan retirement percentage increase?
 - A. From 18.5% to 20% to be comparable to State and other agencies. CM Grimm said the Police Pay Plan will be submitted at the next workshop for consideration.

Mayor Fouraker stated that the Council has time to address any other questions with staff or the City Manager before the First Hearing.

4. Adjournment

Mayor Fouraker moved to adjourn at 6:30 pm.

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

a.

Meeting Date: September 5, 2023

To: Honorable Mayor and City Council Members

From: Interim City Manager, Chief Grimm

Subject: Appeal of P&Z Hearing 2023-06-002 of Boat Dock Extension

Background: The P&Z Board’s decision to deny the variance was a two-part motion with a denial of the dock extension since it did not meet the requirements per code.

Board member Woods moved TO DENY a dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location.

Board member Thompson moved, TO APPROVE a dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location.

The procedure for this appeal is the same as past appeals.

With the decision of the P&Z Board being appealed, Section 42-71 (b) (3) states that “The council shall conduct a trial de novo hearing upon any appeal taken from the ruling of the board, and hear the testimony of witnesses and other evidence offered by the aggrieved person and interested parties to the appeal and may, in conformity with this article and the Land Development Code, rules and regulations adopted thereunder, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination of the board.”

De Novo Hearing: The city council shall hear the appeal as a new matter.

Before the meeting on Tuesday evening, the Council Members should familiarize themselves with BIMC ARTICLE IV. - EX PARTE COMMUNICATIONS, Sec. 2-163.

Staff Recommendation: None – City Council decision on the appeal presented.

Suggested Motion: I move to a dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location, submitted by applicant Matthew Langbehn representing homeowner Edward Harrison located at 2506 Homewood Drive, Belle Isle, FL 32809 also known as Orange County Tax Parcel ID #19-23-30-5888-06-160.

Alternatives: Do not approve the variance or approve the variances with conditions.

Fiscal Impact: None

Attachments: Applicant Letter Appealing the P&Z Decision
P&Z Staff Reports
P&Z Minutes for July 25, 2023



2120 33rd St. Orlando, FL 32839 | 407.583.6251 | www.SummertimeDocks.com

Matthew Langbehn
 Summertime Deck and Dock
matt@summertimedocks.com
 407.583.6251
 August 9, 2023

Mayor Nicholas Fouraker
 City of Belle Isle Council Members
 1600 Nela Ave.
 Belle Isle, FL 32809

Subject: Appeal of Case Number #2023-06-002 (Boat Dock Design Criteria)

Mayor Fouraker and Council Members,

My name is Matthew Langbehn and I am the applicant representing property owner Edward T. Harrison at 2506 Homewood Dr. I am writing this appeal letter to bring your attention to what I believe to be an error in the recent decision made by the board on July 25th regarding a request for a variance from SEC. 48-32(A)(6)(A) that states that “No dock shall be allowed to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location for the dock or dock addition without a variance”.

First and foremost, I want to express my appreciation for the time and effort invested by the board members in addressing community matters and making decisions that shape our city's future. I acknowledge that the task is often complex and challenging, and I respect the dedication each of you brings to your responsibilities.

However, I am compelled to appeal the recent decision due to what I believe was based more-so on opinion and indecisiveness up against the meeting time constraints, rather than based on the fact the variance request had met each of the five criteria detailed in SEC. 48-33. Although I fully understand the hesitation the



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board may have felt interjecting on an issue that would have felt better if left “settled between neighbors”, I believe the board would have approved our request without hesitation had it not been for the few objections presented to the board. I fully understand the intent and purpose of these board meetings is to provide the community with an opportunity to voice their concerns, or approvals, but I also believe it can sometimes distract from the facts of the items presented. Ultimately, I believe the board’s decision deserves further scrutiny and another review of the information previously provided is necessary.

As it stands today, based on the board’s decision and interpretation of the code cited above, my client will be unable to construct a boat dock in adequate water depth to store his boat properly and safely. In other words, the dock in which our dock is being referenced to – the one in which we’re unable to build 15’ longer than – has been constructed in such a way that it will make it impossible to build a dock for the same intent and purpose as we plan to build for without the approval of a variance.

Given the importance of the decision and its potential implications for our community, I kindly request that the City Council conducts a thorough review of the matter. It is my hope that this review will take into account the concerns outlined above and any other pertinent information that may have been overlooked during the previous board proceedings.

I am open to providing any additional information or evidence that may be required to support my appeal and further clarify the aspects that I believe were not given due consideration. I respectfully request the opportunity to present my case in front of the City Council to ensure a fair and transparent review.

Thank you for your time and consideration of this appeal. I believe that by reevaluating the decision in light of the aforementioned factors, the City Council will arrive at a more just and equitable resolution that truly serves the best interests of our community.

Sincerely,
Matthew Langbehm

MEMORANDUM

TO: Planning and Zoning Board

DATE: July 25, 2023

RE: Variance Application – 2506 Homewood Drive

PUBLIC HEARING CASE #2023-06-002 - PURSUANT TO BELLE ISLE CODE SEC. 48-32 (A) (6) (A) AND SEC. 42-64, THE CITY OF BELLE ISLE PLANNING AND ZONING BOARD WILL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A DOCK TO EXTEND GREATER THAN 15 FEET LAKEWARD OF AN EXISTING DOCK WITHIN 300 FEET OF THE PROPOSED LOCATION, SUBMITTED BY APPLICANT MATTHEW LANGBEHN REPRESENTING HOMEOWNER EDWARD HARRISON LOCATED AT 2506 HOMEWOOD DRIVE, BELLE ISLE, FL 32809 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #19-23-30-5888-06-160.

Background:

1. On June 1, 2023, the applicant, Matthew Langbehn, and Edward Harrison, submitted a request, application, and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed on Saturday, July 15, 2023, in Orlando Sentinel.
3. Letters to the abutting property owners were mailed within 300 feet of the subject property on July 11, 2023.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings of fact that are presented at the public hearing. The Board must determine if the criteria outlined in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met and approve, approve with conditions, or deny this request.

SAMPLE MOTION TO APPROVE:

“I MOVE, PURSUANT TO BELLE ISLE SEC. 48-32 (A) (6) (A) AND SEC. 42-64, **TO APPROVE** A DOCK TO EXTEND GREATER THAN 15 FEET LAKEWARD OF AN EXISTING DOCK WITHIN 300 FEET OF THE PROPOSED LOCATION, SUBMITTED BY APPLICANT MATTHEW LANGBEHN REPRESENTING HOMEOWNER EDWARD HARRISON LOCATED AT 2506 HOMEWOOD DRIVE, BELLE ISLE, FL 32809 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #19-23-30-5888-06-160.

SAMPLE MOTION TO DENY:

“I MOVE, PURSUANT TO BELLE ISLE CODE SEC. 48-32 (A) (6) (A) AND SEC. 42-64, HAVING NOT BEEN MET, **TO DENY** *[use only if NONE of the justifying criteria have been met] the requirements of, Subsections: [state only the subsections below that are not satisfied] having NOT been met; [may be used in addition to above or alone]* A DOCK TO EXTEND GREATER THAN 15 FEET LAKEWARD OF AN EXISTING DOCK WITHIN 300 FEET OF THE PROPOSED LOCATION, SUBMITTED BY APPLICANT MATTHEW LANGBEHN REPRESENTING HOMEOWNER EDWARD HARRISON LOCATED AT 2506 HOMEWOOD DRIVE, BELLE ISLE, FL 32809 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #19-23-30-5888-06-160.

Or the Board can request that it be tabled to a date certain to allow for revisions as discussed.

SUBSECTION (D), a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

SUBSECTION (E), personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

SUBSECTION (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

SUBSECTION (G), the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.



City of Belle Isle

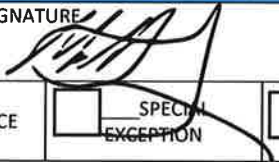

1600 Nela Avenue, Belle Isle, FL 32809

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

a.

Variance and Special Exception Application

City Code Chapter 42, Art. II, Sec. 41-61 thru 41-72 AND Sec 42-64 Land Development Code

APPLICANT Matthew Langbehn	OWNER Edward T. Harrison
ADDRESS 2120 33rd St. Orlando 32839	PROJECT ADDRESS 2506 Homewood Dr. 32809
CONTACT NUMBER 407.583.6251	OWNER'S CONTACT NUMBER 407.375.3716
EMAIL matt@summertimedocks.com	OWNER'S EMAIL etharrison55@gmail.com
PARCEL ID# 19-23-30-5888-06-160	
LAND USE CLASSIFICATION 0130-Sfr-Lake Front	ZONING DISTRICT
SECTION OF THE CODE VARIANCE REQUESTED ON 48-32(a)(6)	
DETAILED VARIANCE REQUEST Applicant is requesting to construct a dock that extends greater than 15' lakeward of an existing dock within 300'.	
<ul style="list-style-type: none"> The applicant hereby states that the property for which this hearing is requested has not been the subject of a hearing before the Planning and Zoning Board of the kind and type requested in the application within nine (9) months. Further, the requested user does not violate any deed restriction of the property. By applying, I authorize City of Belle Isle employees and members of the P&Z Board to enter my property during reasonable hours to inspect the area to which the application applies. The applicant shall provide a minimum of ten (10) sets of three (3) photographs in support of this application as follows: at least one (1) picture of the front of the property and at least two photos (from different angles) of the specific area of the property to which the application applies. 	
APPLICANTS SIGNATURE 	OWNER'S SIGNATURE 
<input checked="" type="checkbox"/> VARIANCE <input type="checkbox"/> SPECIAL EXCEPTION <input type="checkbox"/> OTHER	P&Z CASE NUMBER 2023-06-002 DATE OF HEARING 7-25-23

Sec. 42-64. - Variances. The Board shall have the power to approve, conditionally approve or deny applications for a variance from the terms of the Land Development Code.

Criteria. The Board shall not approve an application for a variance from terms of the Land Development Code unless and until:

- a. A written application for a variance is submitted to the city manager or the city manager's designee on a form provided by the city clerk setting forth all of the special conditions and circumstances that exist in favor of the granting of the variance and addressing the requirements of subsections (1)d–g of this section of the criteria set forth in this section. Upon submission of the properly completed application and the appropriate fee, the city manager or the city manager's designee shall refer the application to the board.

- b. Notice of public hearing for the variance shall be given as required by the article for hearing before the board.
- c. The public hearing on the application for the variance shall be held. The applicant, the applicant's agent as evidenced by a signed writing or the applicant's attorney shall appear before the board.
- d. It is determined that literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.
- e. It has been determined that personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Land



- Development Code or for the purpose of obtaining a variance.
- f. It is determined that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.
- g. It is determined that the granting of the variance will be in harmony with the general purpose and intent of the Land Development Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.
- h. The board shall find that the preceding requirements have been met by the applicant for a variance.

- b. The Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed. Under no circumstances, except as permitted above, shall the Board grant a variance to allow a use not generally or by special exception allowed in the zoning district involved, or any use expressly or by implication prohibited by the terms of the Land Development Code in the zoning district. No nonconforming use of neighboring lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.

The Board shall find that the preceding requirements have been met by the applicant for a variance.

(2) Violations of conditions.

- a. In granting any variance, the Board may prescribe appropriate conditions and safeguards to comply with the Land Development Code. Violation of such conditions and safeguards, when made a part of the terms under which

Applications submitted must meet all of the above criteria before the Board can grant a variance. The burden of proof is on the applicant to comply with the criteria.

A special exception addresses the compatibility of uses, differing slightly from a variance. The approval of a special exception depends on how the request affects the surrounding area. All uses allowed as special exceptions are listed within the individual zoning districts. Before the Board can approve a special exception, the request must meet all of the following criteria:

1. A written application for a special exception must be submitted to City Hall no later than 4:00 p.m. on the first Thursday of the previous month. (See Above)
2. The Board shall find that it is empowered under the section of the zoning ordinance described in the application to grant the special exception and that granting the special exception will not adversely affect the public interest.
3. It is determined that public health, safety, comfort, order, convenience, prosperity, morals, or general welfare is promoted, protected, or improved.

General Information

1. Certain conditions may be prescribed on the special exception or variance approved by the Board.
2. The applicant must be present at all hearings.
3. Decisions rendered by the Board do not become final until fifteen (15) days after the hearing. The fifteen-day waiting period allows all aggrieved parties to appeal the decision. Any person filing an appeal will submit, within fifteen (15) days of the decision, a notice stating where they feel the Planning and Zoning Board erred in their decision. Belle Isle's City Council will then hold an appeal hearing.
4. Sec 42-61 thru 41-72 - Variances and special exceptions granted by the Board will become void if a permit necessary for utilization of the variance or special exception is not issued within six (6) months of the date approved by the Planning and Zoning Board.

FOR OFFICE USE ONLY: FEE: \$300	6-1-2023 Date Paid	2385 Check/Cash	 Rec'd By
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City of Belle Isle
 1600 Nela Avenue, Belle Isle, FL 32809
 Tel 407-851-7730 * Fax 407-240-2222 * www.belleislefl.gov
Variance and Special Exception Application

a.

ABOUT YOUR PUBLIC HEARING

The following information is provided to assist applicants in applying for a variance, special exception, or use determination. Please familiarize yourself with the process by visiting

The City of Belle Isle's Planning and Zoning Board, which comprises seven (7) non-paid volunteer residents, meets on the fourth Tuesday of the month to hear various planning and zoning issues, including variances, special exceptions, and use determinations. In recommending approval or denial of a request, the Board looks at each application individually to determine if the request meets the following criteria:

A written application for a **variance must be submitted to City Hall no later than 4:00 p.m. on the first Thursday of the previous month.** The application **MUST** include:

- a. the \$300 filing fee,
- b. a completed application form,
- c. proof of ownership of the property, or a notarized statement from the owner with the representative's information,
- d. Ten (10) copies of a plot plan or survey showing all improvements to the property, ten copies of a scale drawing of the planned construction, illustrated on the survey, and digital format for large-scale documents is required.
- e. For boat dock variances, the survey must clearly illustrate the Normal High Water Line elevation (NHWL) of Lake Conway.
- f. **A narrative addressing how the variance complies with the following:**

*Standards of Variance Justification	Section 42-64 of the Land Development Code (LDC) states that no application for a Zoning Variance shall be approved unless the Planning and Zoning Board finds that all of the following standards are met. Please answer each bold-text question in a separate typed or a written document and submit it to the City as part of your variance request.
Special Conditions and/or Circumstances Section 42-64 (1) d	The applicant must prove that literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship. That hardship is created by special conditions and circumstances peculiar to the land, structure, or building involved, including but not limited to dimensions, topography, or soil conditions. WHAT ARE THE SPECIAL CONDITIONS AND CIRCUMSTANCES UNIQUE TO YOUR PROPERTY? WHAT WOULD BE THE UNNECESSARY HARDSHIP?
Not-Self- Created Section 42-64 (1) e	The applicant must prove that the special conditions and circumstances do not result from the applicant's actions. A personal (self-created) hardship shall not justify a variance; i.e., when the applicant creates the alleged hardship, they are not entitled to relief by their conduct. HOW WERE THE SPECIAL CONDITIONS NOTED ABOVE CREATED?
Minimum Possible Variance Section 42-64 (1) f	The applicant must prove that the zoning variance is the minimum variance that will make the reasonable use of the land, building, or structure possible. CAN YOU ACCOMPLISH YOUR OBJECTIVE IN ANOTHER WAY? LIST ALTERNATIVES YOU HAVE CONSIDERED AND EVIDENCE AS TO WHY THEY ARE NOT FEASIBLE.
Purpose and Intent Section 42-64 (1) g	The applicant must prove that approval of the zoning variance will be in harmony with the general purpose and intent of the Code, and such zoning variance will not be injurious to the neighborhood, not detrimental to public welfare, and not contrary to the public interest. WHAT EFFECTS WILL APPROVAL OF THE VARIANCE HAVE ON ADJACENT PROPERTIES OR THE SURROUNDING NEIGHBORHOOD? (FOR EXAMPLE, ADEQUATE LIGHT, AIR, ACCESS, USE OF ADJACENT PROPERTY, DENSITY, COMPATIBILITY WITH SURROUNDING LAND USES, TRAFFIC CONTROL, PEDESTRIAN SAFETY, ETC).

*For a variance application from Sec. 50-102 (b) fences and walls, please also identify how you comply with the variance criteria identified in Sec. 50-102 (b) (16). Please note for a fence variance, and you do not have to comply with Sec. 42-64 (1) d and (1) f.

Property Record - 19-23-30-5888-06-160

Orange County Property Appraiser • <http://www.ocpaf.org>

Property Summary as of 05/31/2023

Property Name

2506 Homewood Dr

Names

Harrison Edward Timothy
Harrison Deborah Kimble

Municipality

BI - Belle Isle

Property Use

0130 - Sfr - Lake Front

Mailing Address

4275 Lillian Hall Ln
Orlando, FL 32812-8154

Physical Address

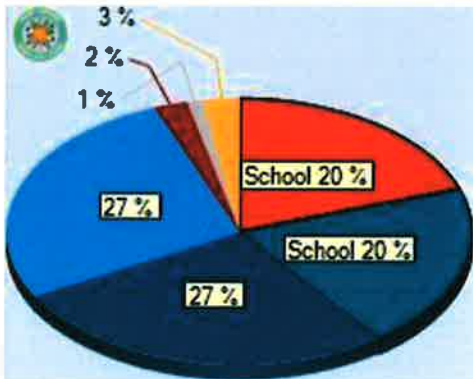
2506 Homewood Dr
Orlando, FL 32809



QR Code For Mobile Phone



302319588806160 09/29/2006



Value and Taxes

Historical Value and Tax Benefits



Licensed General Contractor: CGC1511647

Summertime Deck and Dock, LLC
2120 33rd St. Orlando, FL. 32839
Phone: 407.583.6251
www.SummertimeDocks.com
info@summertimedocks.com

City of Belle Islee
1600 Nela Avenue,
Belle Isle, FL 3280

Variance Narrative – 2023-01-012

To Whom It May Concern,

We, Summertime Deck and Dock, on behalf of Edward T. Harrison, owner of the property located at 2506 Homewood Dr., are requesting a variance approval to the dock design criteria code requirements per sec. 48-32 (a)(6) *Number and location of docks*. Based on the *Standards of Variance Justification* of sec 42-64 of the Land Development Code, the following information is being provided, addressing each section:

***Special Conditions and/or Circumstances – Section 42-64(1)d: WHAT ARE THE SPECIAL CONDITIONS AND CIRCUMSTANCES UNIQUE TO YOUR PROPERTY? WHAT WOULD BE THE UNNECESSARY HARDSHIP?** Given the unique topography of the shoreline and lake bottom, the dock will not be in adequate water depth to serve its intended purpose for boat mooring and cradle storage if the applicant is unable to construct their dock at the length requested.

***Not-Self-Created – Section 42-64(1)e: HOW WERE THE SPECIAL CONDITIONS NOTED ABOVE CREATED?** The unique, or in this case, particularly shallow, vegetative lake bottom in this area appears to be not-naturally occurring. Because of the boat access ramp located along the neighboring property line to the west, it appears that past dredging efforts, or excessive boat traffic caused by the use of this boat ramp, may have contributed to the unique water depths in this area. Furthermore, the shoreline takes on a more cove-like basin at the neighboring property, creating deeper water much closer to the Normal High Water Elevation, thus negating the need for a dock as long as we’re requesting. Ultimately, the existing dock that our dock is being compared to, as it relates to length, extends from an area of the shoreline that deviates from the more consistent shoreline that is found to the east of our subject property.

***Minimum Possible Variance – Section 42-64(1)f: CAN YOU ACCOMPLISH YOUR OBJECTIVE IN ANOTHER WAY? LIST ALTERNATIVES YOU HAVE CONSIDERED AND EVIDENCE AS TO WHY THEY ARE NOT FEASIBLE.** This variance request represents the minimum length needed to achieve the intent and purpose of the proposed boat dock (boat mooring and cradle storage). Based on individual water depth assessments, and when compared to other similar docks along the same shoreline, our proposed dock length appears to be consistent with docks that have been constructed more recently and with the shared intent and purpose of our proposed dock.

***Purpose and Intent – Section 42-64(1)g: WHAT EFFECTS WILL APPROVAL OF THE VARIANCE HAVE ON ADJACENT PROPERTIES OR THE SURROUNDING NEIGHBORHOOD.** The approval of this variance and the construction of the proposed dock will not have any additional negative effects were it not to be approved. The construction of the proposed boat dock will be more consistent with the style and purpose of more recent docks that have been constructed over the years along the ever-evolving shoreline of Lake Conway.

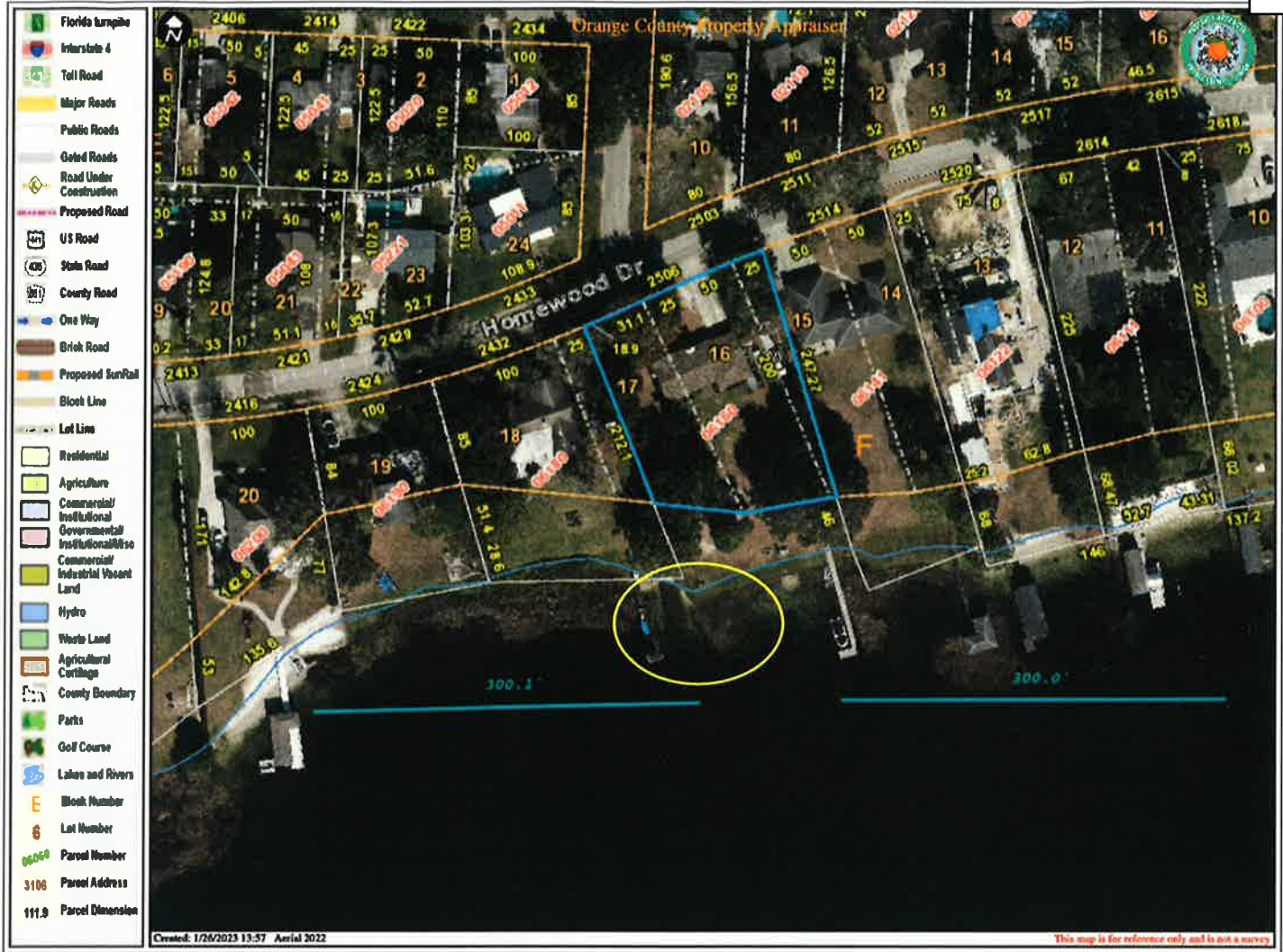
NOTE: Although the dock does extend 15' beyond the neighboring dock to the West, I don't believe that dock to be an accurate reference for the dock we're proposing to build. Its purpose appears to be more so for recreational fishing-type activities and not for boat mooring and storage, unlike our proposed dock, where water depth is much more part of the design criteria. The docks to the east, along with the general topography of the lake and shoreline, appear to be more consistent with our proposed dock and were used as a design reference.

Should you need any additional information to allow you to make an informed decision, please do not hesitate to call or email me personally. I can be reached at 407.583.6251 or matt@summertimedocks.com

Regards,

Matt Langbehn

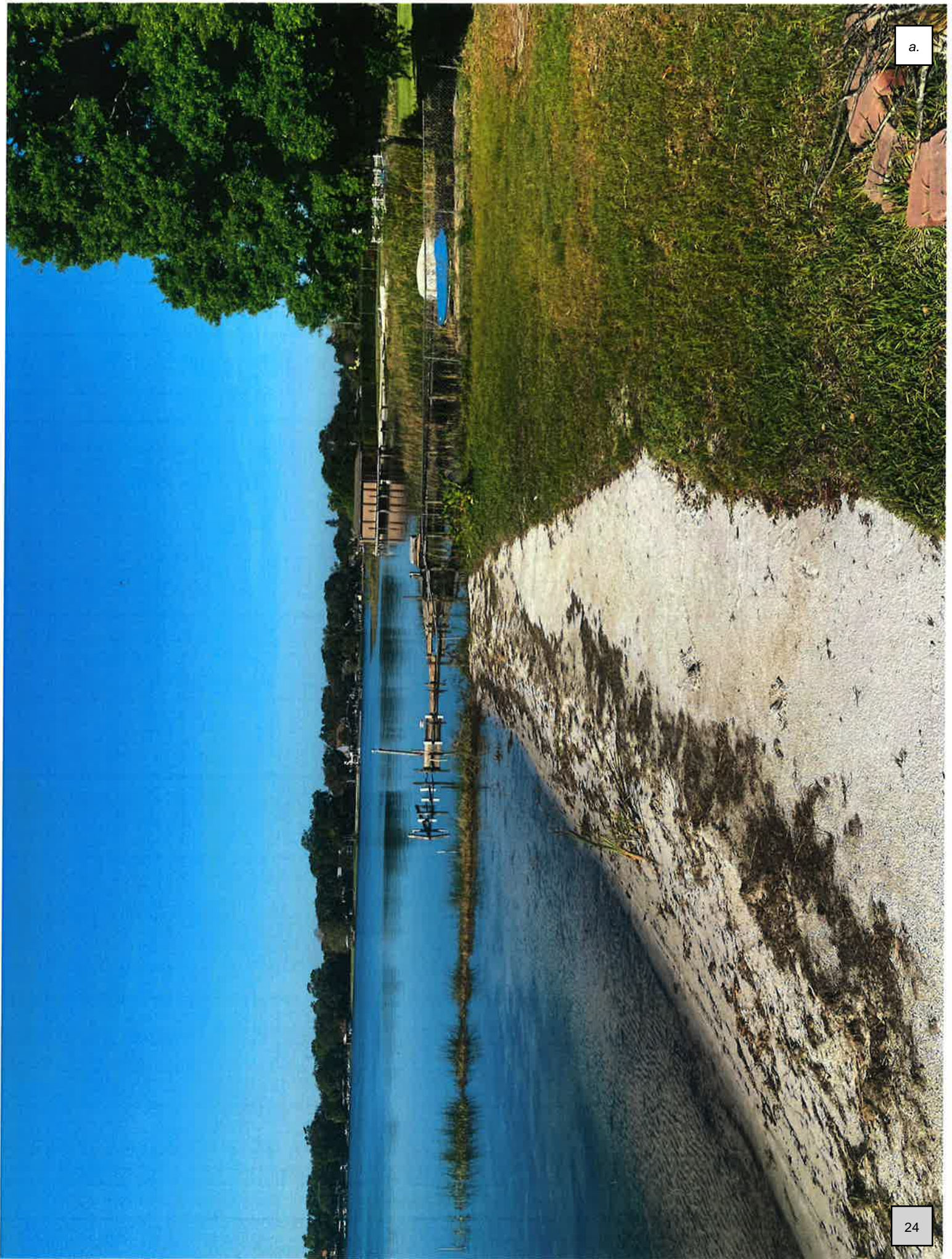
Summertime Deck and Dock



- Florida turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road
- State Road
- County Road
- One Way
- Brick Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial
- Institutional
- Governmental
- Institutional/Misc
- Commercial
- Industrial/Vacant Land
- Hydro
- Waste Land
- Agricultural
- Cumulative
- County Boundary
- Parks
- Golf Course
- Lakes and Rivers
- Block Number
- Lot Number
- Parcel Number
- Parcel Address
- Parcel Dimension

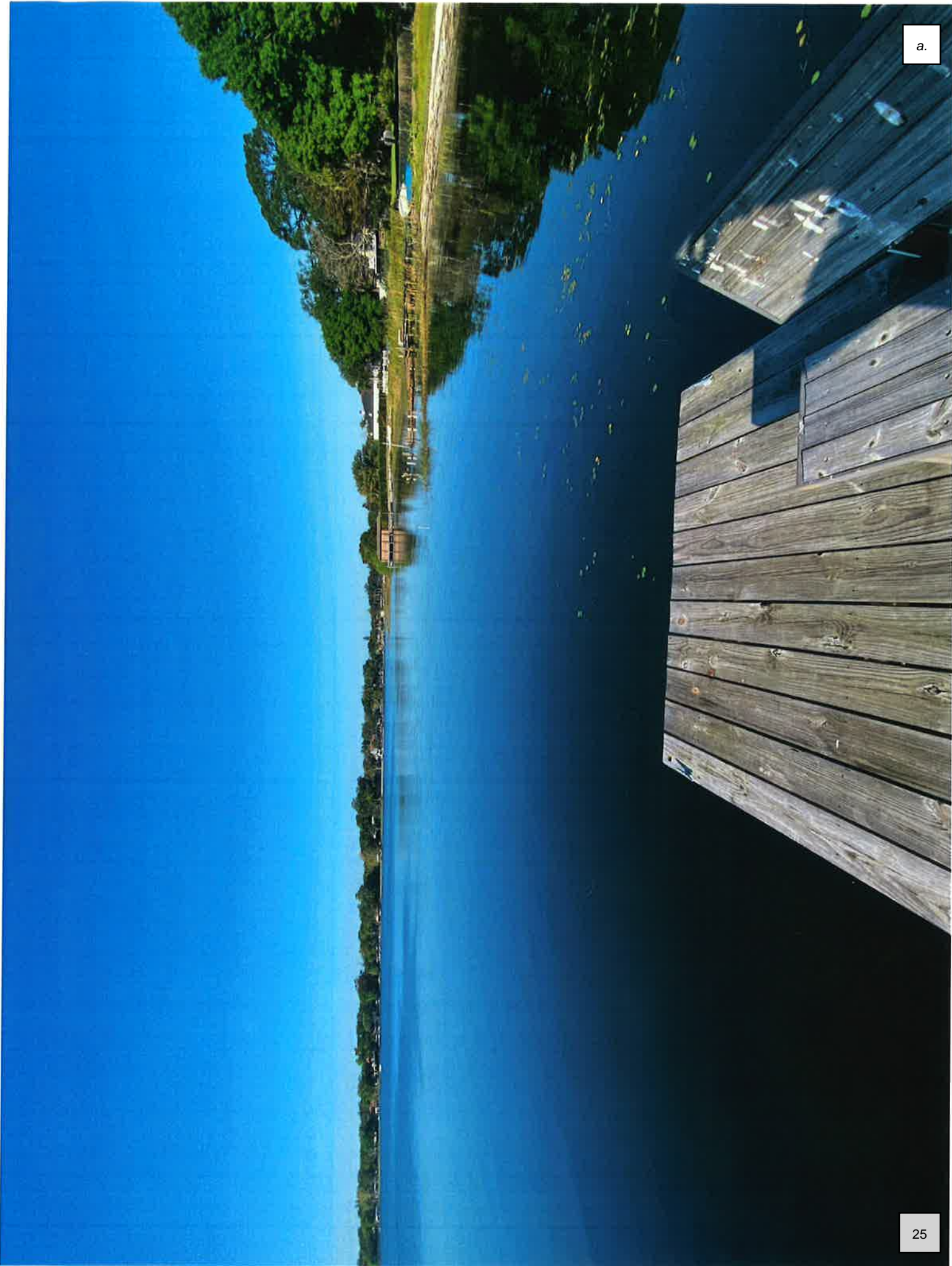


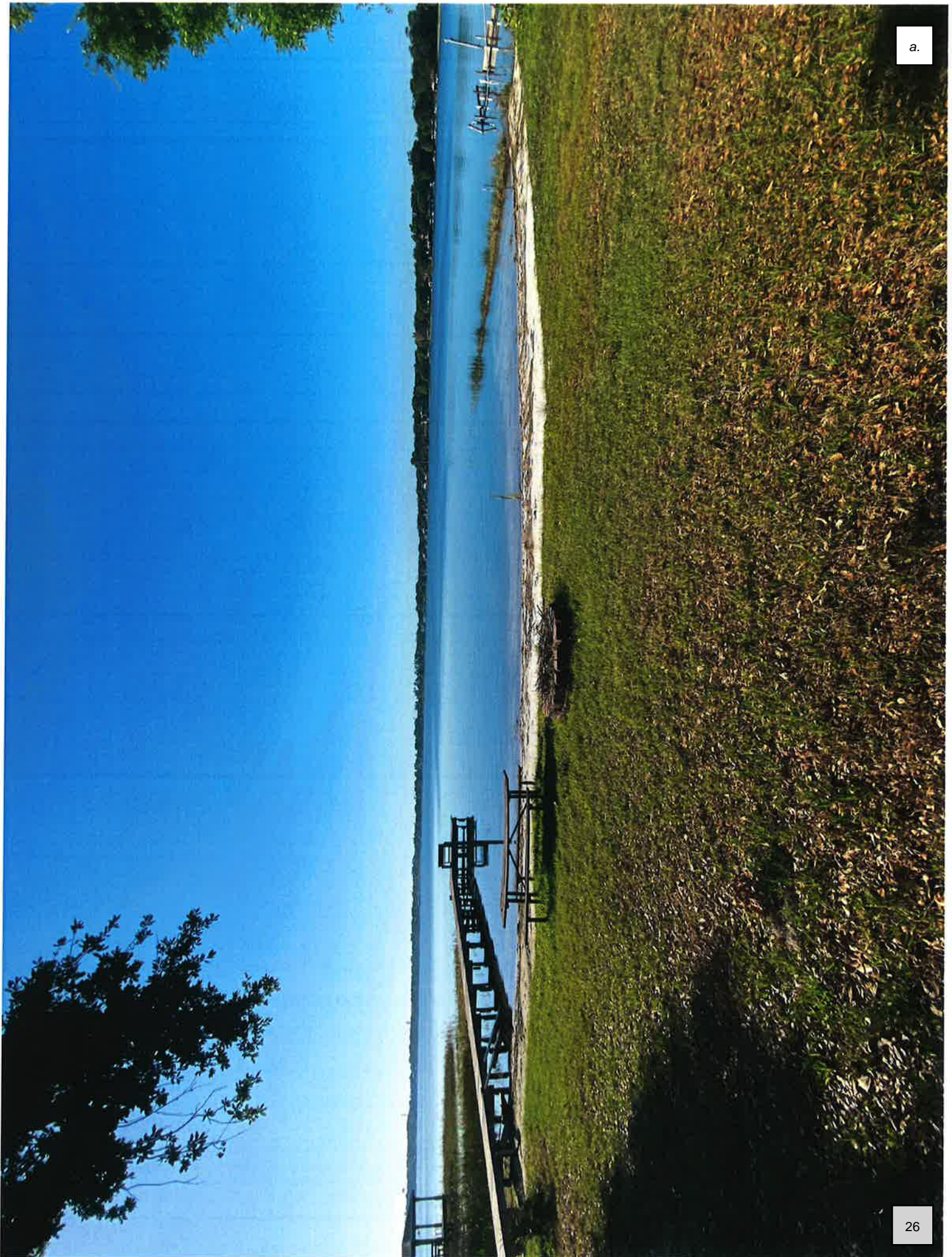
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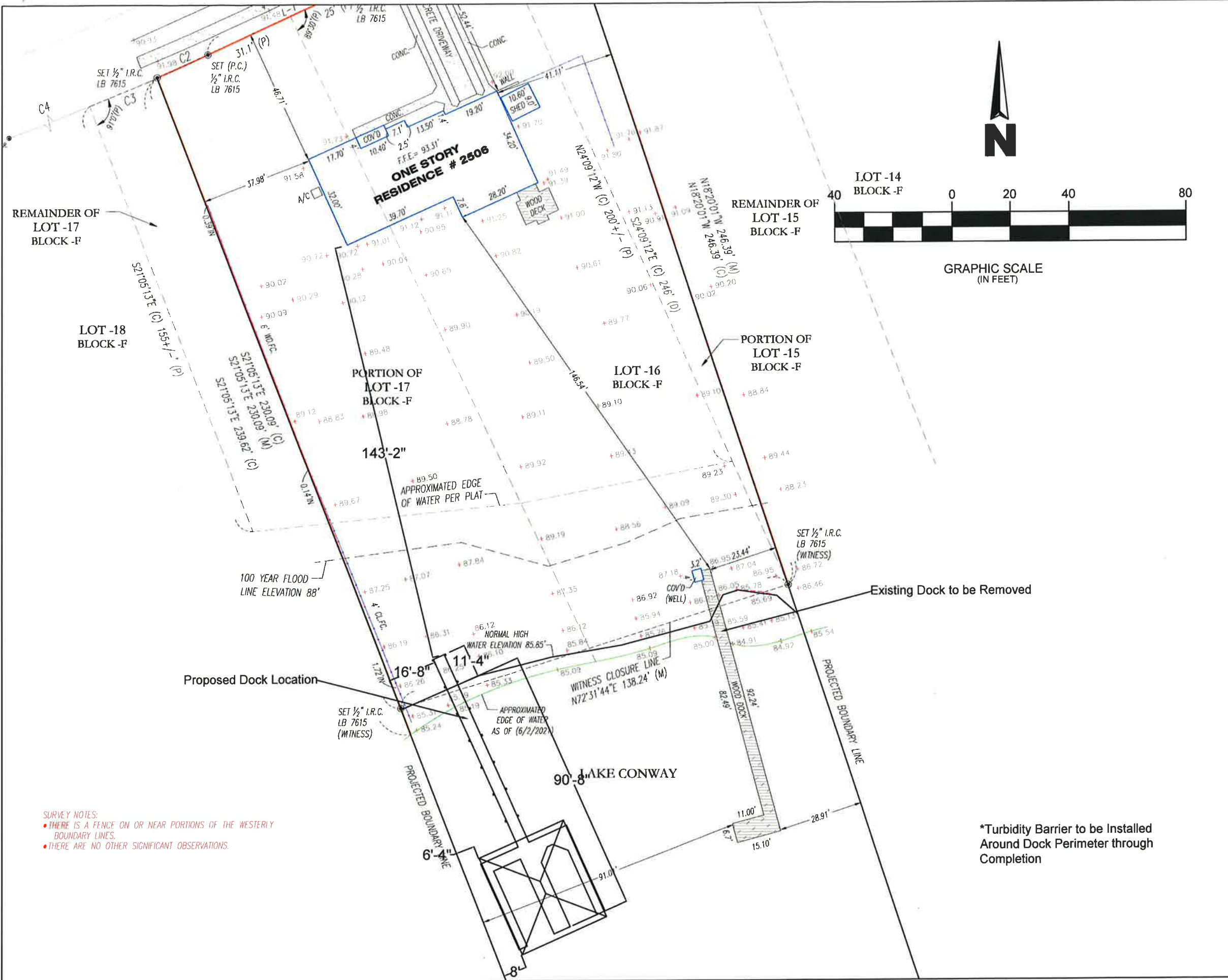
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101. GENERAL NOTES

101.1 DETAILS SHOWN ON PLANS MAY BE FOR TYPICAL CONDITIONS. FOR CONDITIONS NOT SHOWN, PROVIDE DETAILS OF A SIMILAR NATURE, OR IF NOT CERTAIN HOW TO PROCEED, CONTACT THE ENGINEER OF RECORD.

101.2 DIMENSIONS SHOWN ON THESE PLANS SHALL BE VERIFIED BY THE CONTRACTOR OR BUILDER PRIOR TO CONSTRUCTION. THESE PLANS MAY NOT BE DRAWN TO SCALE. SCALING OF DRAWINGS IS STRONGLY DISCOURAGED.

101.3 THE CONTRACTOR SHALL COORDINATE ALL NEW WORK WITH EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD IMMEDIATELY AND BEFORE PROCEEDING WITH WORK.

101.4 OBTAIN APPROVAL FROM THE ENGINEER OF RECORD FOR ALL STRUCTURAL MODIFICATIONS OR SUBSTITUTIONS.

101.5 CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION PRACTICES, INCLUDING TECHNIQUES, PROCEDURES, SHORING, AND THE SEQUENCE OF CONSTRUCTION. CONTRACTOR SHOULD NOTIFY THE ENGINEER OF RECORD IF A CONFLICT ARISES DUE TO VARIATIONS OR OTHER PROBLEMS WITH THE CONSTRUCTION DOCUMENTS.

102. APPLICABLE CODES AND STANDARDS

CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THESE STRUCTURAL SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE FOLLOWING CODES AND STANDARDS. WHEN A DIFFERENCE EXISTS BETWEEN THESE SPECIFICATIONS AND ANY OTHER GOVERNING CODE, THE MORE STRINGENT SHALL CONTROL. ANY OTHER ITEMS NOT COVERED THEREIN SHALL BE COMMENSURATE WITH SOUND ENGINEERING AND STANDARD CONSTRUCTION PRACTICE.

102.1 2020 FLORIDA BUILDING CODE - RESIDENTIAL
 102.2 AISC MANUAL OF STEEL CONSTRUCTION - 13TH EDITION
 102.3 ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE - ACI 318-14
 102.4 AMERICAN WOOD COUNCIL - NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION - 2018 EDITION
 102.5 ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES

103. DESIGN LOADS

THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADS. DESIGN LOADS INDICATED ARE IN POUNDS PER SQUARE INCH UNLESS NOTED OTHERWISE. IF ANY PERMANENT MATERIALS EXCEED THESE LOADS, THE ENGINEER OF RECORD SHALL BE CONTACTED TO REVISE THE STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENTS.

103.1 DEAD LOADS: WEIGHT OF STRUCTURE AND ALL THINGS PERMANENTLY ATTACHED.
 DECK - 10 PSF ROOF - 10 PSF - BOTTOM CHORD

103.2 LIVE LOADS:
 DECK - 40 PSF
 WIND SPEED - 140 MPH
 EXPOSURE - D
 INTERNAL PRESSURE COEFFICIENT - 0.0 (COMPLETELY OPEN)
 BUILDING TYPE: I - RISK FACTOR 1.0
 GUARDRAILS AND HANDRAILS - 200 PSF
 GUARDRAILS IN-FILL COMPONENTS - 50 PSF
 STAIRS - 40 PSF

104. STRUCTURAL LUMBER FRAMING (DIMENSIONAL LUMBER)

104.1 UNLESS NOTED OTHERWISE, ALL STRUCTURAL LUMBER SHALL BE SOUTHERN YELLOW PINE (SYP) #2 OR BETTER

104.2 STRUCTURAL LUMBER EXPOSED TO WEATHER SHALL BE PRESSURE TREATED OR MANUALLY SEALED AT TIME OF CONSTRUCTION.

104.3 ALL FASTENERS TO BE HOT DIPPED GALVANIZED (HDG) OR STAINLESS STEEL.

104.4 ALL DECKING SHALL BE SOUTHERN YELLOW PINE (SYP) #2 OR BETTER OR WOOD/PLASTIC COMPOSITE CONFORMING WITH ASTM D7032.

104.5 HANDRAILS
 HANDRAILS SHALL BE PROVIDED ON AT LEAST ONE SIDE ON EACH CONTINUOUS RUN OF TREADS OR FLIGHT WITH FOUR OR MORE RISERS

104.6 ILLUMINATION
 ALL STAIRS SHALL BE PROVIDED WITH ILLUMINATION IN ACCORDANCE WITH SECTION R303.7

Prepared for:

 Summer Time Docks and Dock, LLC
 2120 33rd St.
 Orlando, FL 32839
 (407) 583-6251
 www.summertime docks.com

Jennifer Telega, P.E.
 2901 Bluestem Ln.
 Clearmont, FL 34714
 P.E. #64621
 (321) 662-7503

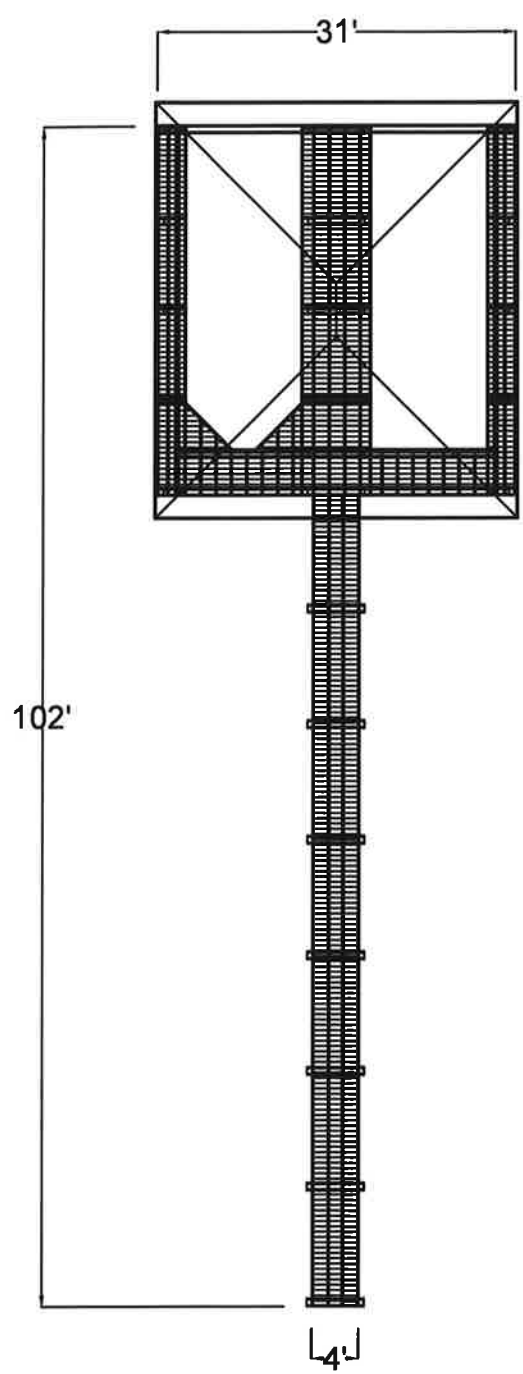
Harrison Dock
2506 Homewood Dr
Belle Isle, FL 32809

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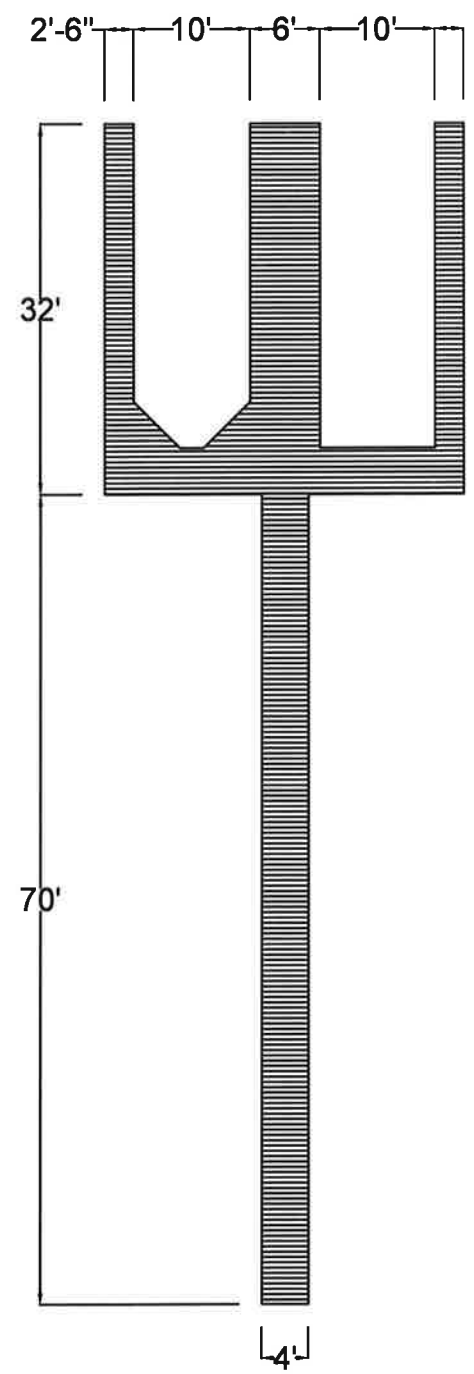
Project:
SDD-2022-58

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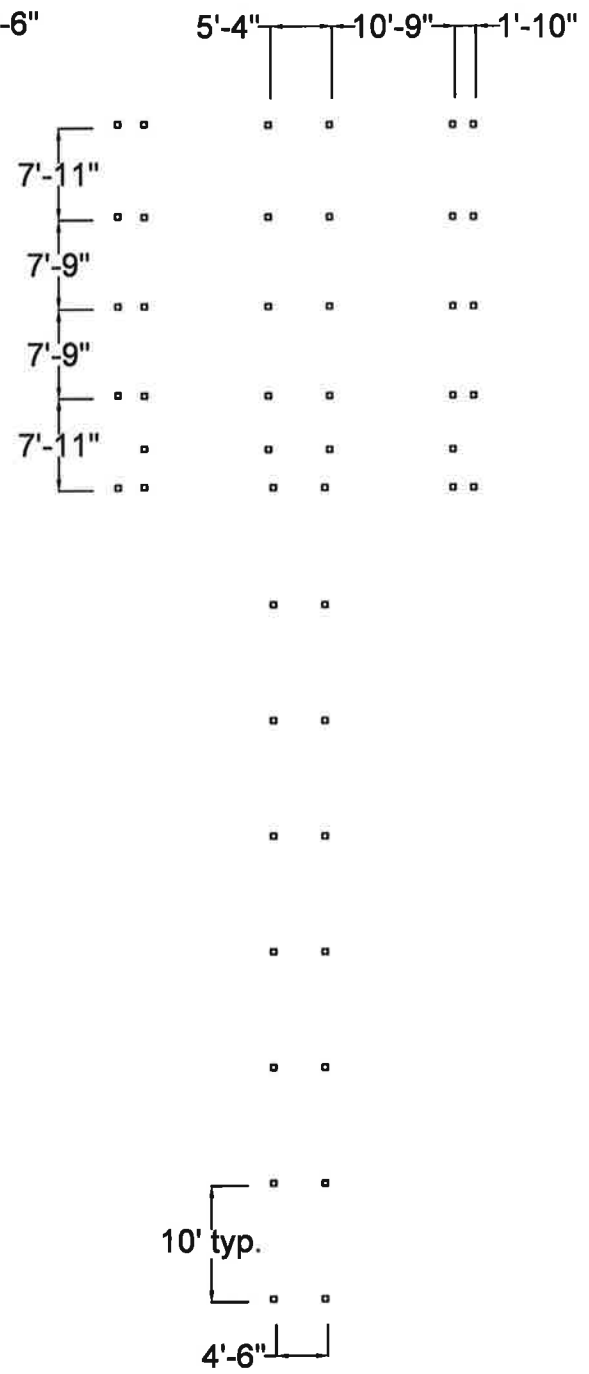
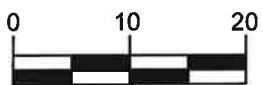
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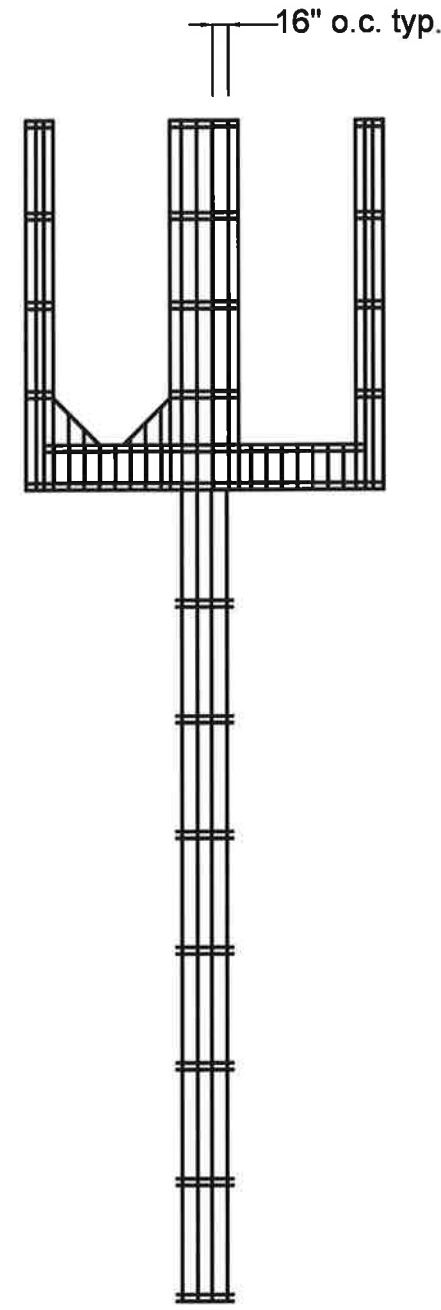
Plan View (Top View)



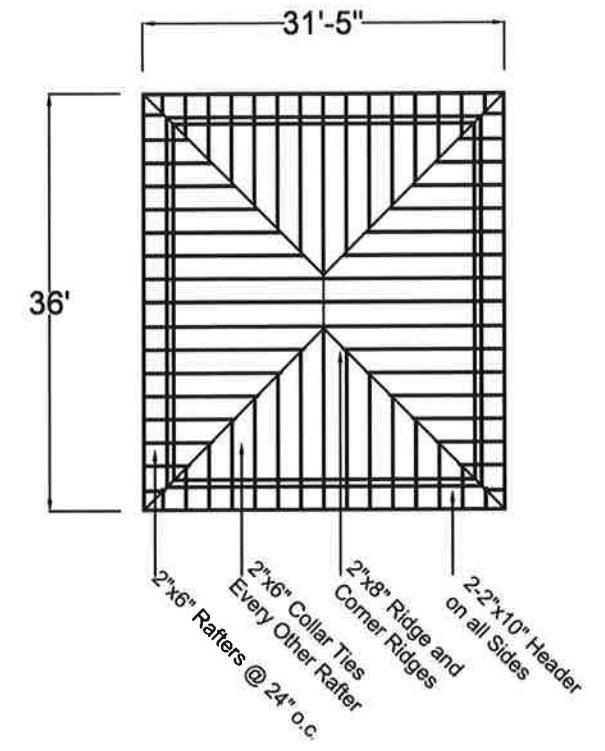
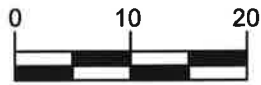
Decking Layout



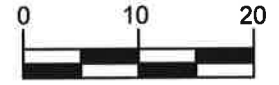
Piling Layout



Framing Layout



Roof Layout



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Project:
SDD-2022-58

S1

1/16" = 1'-0"

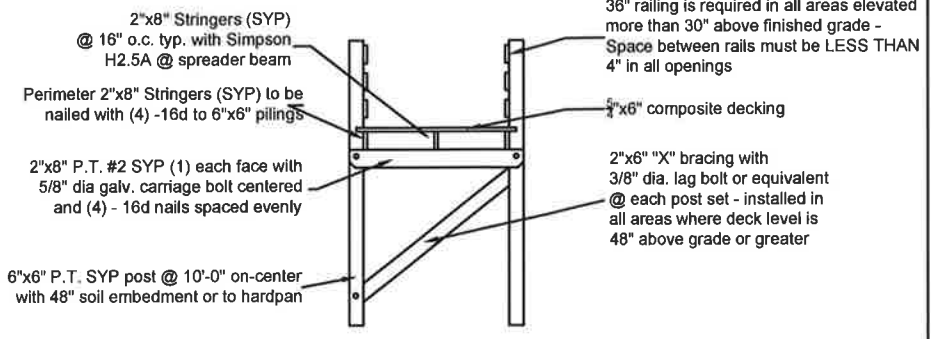
Harrison Dock
2506 Homewood Dr
Belle Isle, FL 32809

Jennifer Teliga, P.E.
2901 Bluestem Ln.
Clermont, FL 34714
P.E. #64621
(321) 662-7503

Prepared for:
SUMMERTIME
Summertime Deck and Dock, LLC
2120 33rd St.
Orlando, FL 32839
(407) 563-6251
www.summertime docks.com

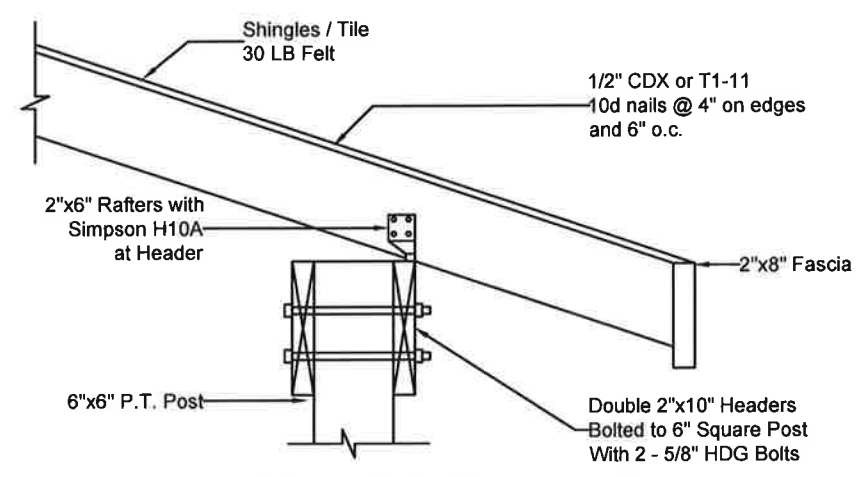
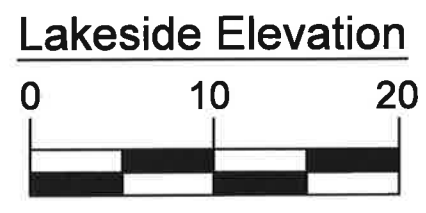
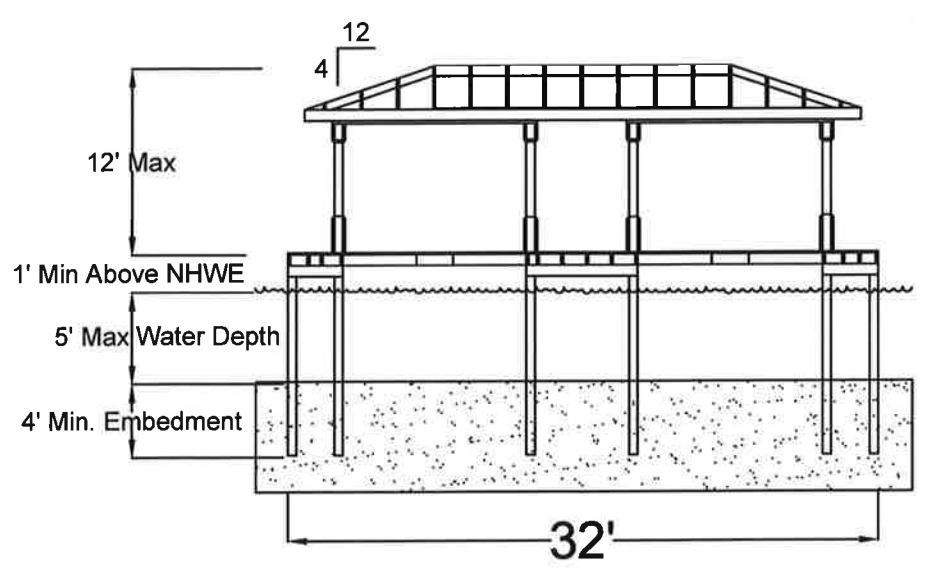
Notes:

- 1.) All framing to be fastened with 16d HDG ring shank nails.
- 2.) All decking to be fastened with 16d HDG ring shank nails - 2 per board per stringer.
- 3.) All lumber to be Southern Yellow Pine (SYP).

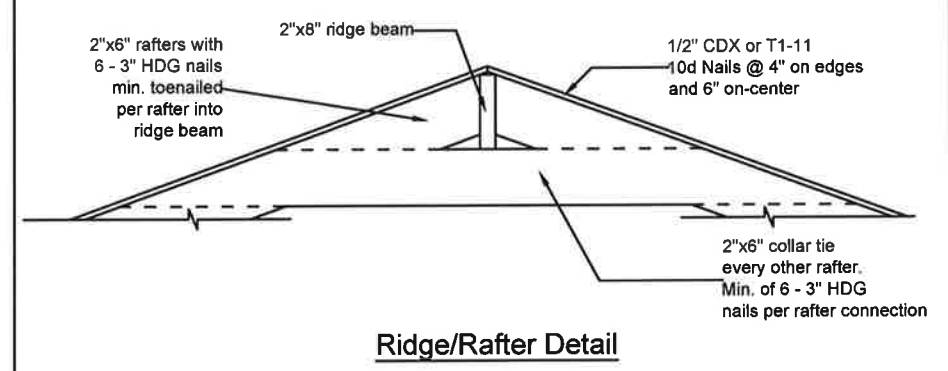


Typical Cross Section

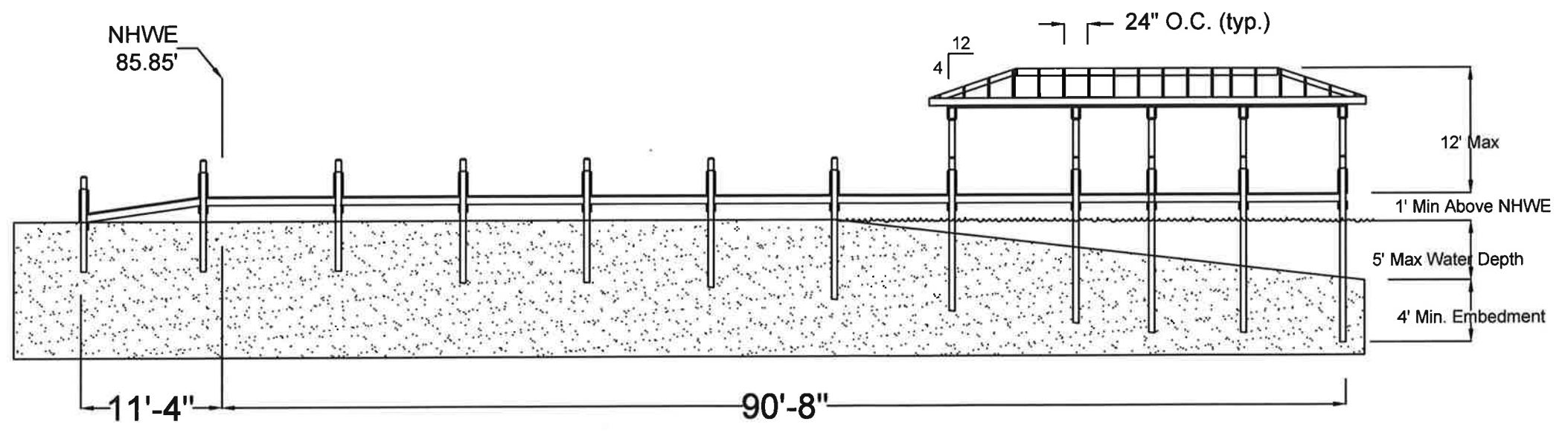
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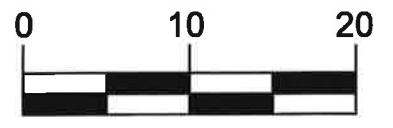
Eave Detail



Ridge/Rafter Detail



Side Elevation





**CITY OF BELLE ISLE, FL
PLANNING & ZONING BOARD MEETING**

Tuesday, July 25, 2023, * 6:30 pm
MINUTES

The Belle Isle, Planning & Zoning Board met on July 25, 2023, at 6:30 pm at the City Hall Chambers at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

- Board member Conduff
- Board member Woods
- Board member Shenefeld
- Board member Squires
- Board member Thompson
- Board member Hobbs

Absent was:

- District 3 - Vacant

Also present were Attorney Langley, City Planner Raquel Lozano, and City Clerk Yolanda Quiceno.

1. **Invocation and Pledge to Flag** – Board member Hobbs, District 7
Board Member Hobbs gave the invocation and led the pledge to the flag.
2. **Call to Order and Confirmation of Quorum**
Chairman Conduff opened the meeting at 6:30 pm and confirmed the quorum.
3. **Approval of Minutes – na**
4. **Public Hearings**
 - a. **PUBLIC HEARING CASE #2023-06-002** - PURSUANT TO BELLE ISLE CODE SEC. 48-32 (A) (6) (A) AND SEC. 42-64, THE CITY OF BELLE ISLE PLANNING AND ZONING BOARD WILL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A DOCK TO EXTEND GREATER THAN 15 FEET LAKEWARD OF AN EXISTING DOCK WITHIN 300 FEET OF THE PROPOSED LOCATION, SUBMITTED BY APPLICANT MATTHEW LANGBEHN REPRESENTING HOMEOWNER EDWARD HARRISON LOCATED AT 2506 HOMEWOOD DRIVE, BELLE ISLE, FL 32809 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #19-23-30-5888-06-160.

Attorney Langley read Public Hearing 2023-06-002 by Title.

Raquel Lozano, City Planner, provided the staff report and overview of the code criteria and said the application for 2506 Homewood Drive seeks a variance from Section 48-32 (a) (6) (a) to build a dock that projects more than 15 feet lakeward of an existing dock at 2432 Homewood Drive by approximately 40 feet. The applicant's existing dock currently projects about 30 feet from the neighboring dock at 2432 Homewood Drive. The proposed dock location would not project 15 feet lakeward of the existing docks at 2514 and 2520 Homewood Drive. The Land Development Code provides in Section 42-64 (1) h. that a variance should not be approved unless all criteria are met.

Staff provides a recommendation to deny the requested variance from Section 48-32 (a) (6) (a) as the request is self-created and does not meet the minimum possible variance to make reasonable use of the land. The Board may approve the proposed variance application as presented, approve with specific conditions, continue the application if additional information is requested for consideration, or deny the application, citing which variance criteria are not met.

Matthew Langbehn from Summertime Deck and Docks 2120 33rd Street, Orlando, FL, spoke on behalf of his client Edward Harrison. Mr. Langbehn stated that a variance would not be needed if the neighboring dock to the west weren't existing and is not consistent with many other docks around the Lake, and their request should not be subject to the Code in comparison. The proposed end of the dock will reach approximately 3 feet of water. They propose moving the dock from the current location to maintain a view of the Lake from the main house.

Ms. Lozano said the Board could approve and condition to exceed 15 feet lakeward and must abide by the length definition in Code 48-32(a)(2). Vice Chairman Woods briefly explained that the primary criteria for the dock length are to allow it to reach NHWL 79.5 to be used 80% of the time over 30 years; the 15 ft lakeward accounts for the slope. Many of the docks on the Lake do not reach deep enough water to be effective as a dock.

Chairman Conduff called for public comment.

- Gary Paskal residing at 2432 Homewood Drive – a 23-year resident, spoke in opposition to the proposed variance due to obstructing his view of the Lake and navigational hazard. His dock was severely damaged to the west of the applicant's home. He has since then repaired the open violations. He further noted that the applicant is asking to place the dock in the shallowest part of the property.
- Michael Murray residing at 2424 Homewood, shared his concerns about the location and spoke in opposition to the location of the proposed dock.
- Chuck Harasell residing at 2514 Homewood Drive on the east side of the property, shared his concern about the dock's location and asked for clarification on the length and normal high water line.

There being no further comment, Chairman Conduff closed public comment.

The Board discussed the obstruction of the view and said the purpose of having the 15-foot variance difference and sending out the notices is to allow the neighbors to discuss an alternative and work it out. The Board noted that the plans call for a dock with more terminal platform area and that variance was not sought. Ms. Lozano said she spoke with the applicant, and they stated they would adjust their plans not to have a roof overhang to meet the allowable requirements.

Attorney Langley said that based on what is on the record, the purpose of a variance is to alleviate hardship, making it impossible to build a dock. However, they can build a dock, and variance is unnecessary. The staff is recommending denial.

Edward Harrison applicant spoke on the 15-foot lakeward request and is confused about where the 300 feet come into play. Discussion ensued on establishing the minimal variance by placing the dock in the middle of the property or the requirements if the dock to the east is demolished.

Board member Woods moved, pursuant to Belle Isle Code Section 48-32 (A)(6)(A) and Section 42-64, subsection E, F, and G having not been met, TO DENY a dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location, submitted by applicant Matthew Langbehn representing homeowner Edward Harrison located at 2506 Homewood Drive, Belle Isle, FL 32809 also known as Orange County Tax Parcel ID #19-23-30-5888-06-160.

Board member Shenefelt seconded the motion, which failed 3:3 with Board members Squires, Thompson, and Conduff, nay.

Board member Thompson moved, pursuant to Belle Isle Code Section 48-32 (A)(6)(A) and Section 42-64, TO APPROVE a dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location, submitted by applicant Matthew Langbehn representing homeowner Edward Harrison located at 2506 Homewood Drive, Belle Isle, FL 32809 also known as Orange County Tax Parcel ID #19-23-30-5888-06-160.
Board member Squires seconded the motion.

Board member Shenefelt said the dock does not meet the minimum requirement, and if the Board fails the variance, the applicant can appeal to the City Council.

The motion failed 2:4 with Board members Conduff, Hobbs, Woods, and Shenefelt, nay.

Chairman Conduff noted that the applicant will have 15 days to Appeal the Board's decision to City Council.

- b. PUBLIC HEARING CASE #2023-07-015 - PURSUANT TO BELLE ISLE CODE SEC. 50-73 (A), SEC. 50-102 (A) (4), (5), AND (8) AND SEC. 42-64, THE CITY OF BELLE ISLE PLANNING AND ZONING BOARD WILL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A BUILDING ENCROACHMENT WITHIN 50 FEET OF THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY, SUBMITTED BY APPLICANT ALAN LEOW LOCATED AT 2802 ALSACE COURT, BELLE ISLE, FL 32812 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #18-23-30-4385-04-241.

Attorney Langley read Public hearing 2023-07-015 by Title.

The application requests a variance from the 50-foot building setback from the Normal High Water Elevation (NHWE) for portions of a new single-family home. The applicant has provided supporting documentation addressing the variance criteria. Mr. Leow is resubmitting a similar variance application from sec. 50-73 (a), sec. 50-102 (a) (4), (5), and (8) in July 2021. The Board approved the request in July 2021; however, under sec. 42-67, the validity of the approved variance has expired. Mr. Leow has recently filed a building permit through Universal Engineering Sciences to construct the new home. Staff recommends approving the requested variance based on meeting all the above criteria.

The applicant Alan Leow gave a brief presentation on his variance that has not changed from the approved variance.

Chairman Conduff called for public comment.

- Patsy Mosher residing at 2806 Alsace Court, spoke in favor of the proposed variance.

There being no further comment, Chairman Conduff closed public comment.

Board member Woods moved, pursuant to Belle Isle Code Section 50-73 (A), SEC. 50-102 (A) (4), (5), and (8) and Section 42-64, TO APPROVE a building setback of 30 feet from the normal high water elevations of Lake Conway along the north shoreline between 50 and 155 feet from the northeast property corner, submitted by applicant Alan Leow located at 2802 Alsace Court, Belle Isle, FL 32812 also known as Orange County Tax Parcel ID #18-23-30-4385-04-241.

Board member Shenefelt seconded the motion, which passed unanimously 6:0.

Ms. Lozano stated that the Public has 15 days to appeal the Board's decision, and the applicant cannot start building before that time.

- c. PUBLIC HEARING CASE #2023-06-008 - PURSUANT TO BELLE ISLE CODE SEC. 48-32 (A) (3), AND (A) (6) (A) AND SEC. 42- 64, THE CITY OF BELLE ISLE PLANNING AND ZONING BOARD WILL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A DOCK TO EXCEED THE ALLOWABLE TOTAL AREA FOR A TERMINAL PLATFORM AND TO ALLOW A BOAT DOCK TO EXTEND GREATER THAN 15 FEET LAKEWARD OF AN EXISTING DOCK WITHIN 300 FEET OF THE PROPOSED LOCATION, SUBMITTED BY APPLICANT EMILY WAKLEY DELOZIER LOCATED AT 3019 INDIAN DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #29-23-30-4389-01-070.

Attorney Langley read Public Hearing 2023-06-008 by Title.

City Planner Raquel Lozano said that the application seeks a variance from sec. 48-32 (a) (6) (a) to build a boat dock more than 15 feet lakeward, by approximately 23 feet, from the neighboring docks at 2935 and 3007 Nela Avenue and 3013 Indian Drive. The application also seeks a variance to exceed the allowable terminal platform size from 715.9 to 733 square feet. The allowable size is determined by the linear shoreline footage of the property per Section 48-32 (a) (3). According to Orange County Property Appraiser,

the Orange County government issued a boat dock permit in 1962. Staff found no other dock permit for the property that Orange County or the City of Belle Isle has issued since then.

Staff provides a recommendation to approve the requested variance from Section 48-32 (a)(6)(a) as it meets the variance criteria per Section 48-33. Staff does not recommend approval of the requested variance from Section 48-32 (a)(3), as the land development code provides in Section 42-64(1)h. that a variance should not be approved unless all criteria are met. The Board may choose to approve the requested variance from Section 48-32(a)(6)(a) with the condition that the terminal platform does not project more than approximately 23 feet lakeward of the neighboring dock at 3013 Indian Drive. Should the Board approve the requested variance from Section 48- 32(a)(3), a condition may be placed for the applicant to have a terminal platform size of no more than 733 square feet or prescribe an alternative maximum terminal platform size than allowed per Code.

The applicant Emily DeLozier presented a PowerPoint showing the difference of less than 5% overhang. The proposed dock will provide an area to sit and enjoy the Lake with protection. For the record, the applicant provided petition sheets from the surrounding neighbors in favor of the request.

Board member Woods corrected the submittal and said the plan's terminal platform is 766 square feet. He noted that a roof is included in the measurement of the terminal platform, and reducing the overhang by 10 inches will allow the plans not to need any further adjustments and meet the Code.

Chairman Conduff called for public comment.

- Alan Twitchell residing at 3025 Indian Drive, spoke in favor of the request.

There being no further comment, Chairman Conduff closed public comment.

City Planner Lozano clarified that the applicant would have a similar length to the old dock, expanding a little longer and meeting the 15 feet lakeward.

Board member Woods moved pursuant to Belle Isle Code Section 48-32(A)(6)(A) and Section 42-64 TO ALLOW a boat dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location, submitted by applicant Emily Wakley Delozier located at 3019 Indian Drive, Belle Isle, FL 32812 also known as Orange County Tax Parcel ID #29-23-30-4389-01-070.

Board member Thompson seconded the motion with passed unanimously 6:0.

Board member Woods moved pursuant to Belle Isle Code Section 48-32(A)(3) and 42-64 D, E, and F, having not been met, TO DENY a dock to exceed the allowable total area for a terminal platform submitted by applicant Emily Wakley Delozier located at 3019 Indian Drive, Belle Isle, FL 32812 also known as Orange County Tax Parcel ID #29-23-30-4389-01-070.

Board member Shenefelt seconded the motion with passed 4:2 with Board members Thompson and Squires, nay.

Board member Woods stated that there is a 15-day appeal process, and the applicant can also appeal the decision to the City Council.

- d. PUBLIC HEARING CASE #2023-06-009 - PURSUANT TO BELLE ISLE CODE SEC. 48-32 (A) (3), AND (A) (6) (A) AND SEC. 42- 64, THE CITY OF BELLE ISLE PLANNING AND ZONING BOARD WILL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A DOCK TO EXCEED THE ALLOWABLE TOTAL AREA FOR A TERMINAL PLATFORM AND TO ALLOW A BOAT DOCK TO EXTEND GREATER THAN 15 FEET LAKEWARD OF AN EXISTING DOCK WITHIN 300 FEET OF THE PROPOSED LOCATION, SUBMITTED BY APPLICANT JASON LOUCHE REPRESENTING HOMEOWNER ALAN TWICHELL LOCATED AT 3025 INDIAN DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS ORANGE COUNTY TAX PARCEL ID #29-23-30-4389-01-080.

Attorney Langley read Public Hearing 2023-06-009 by Title.

Raquel Lozano, City Planner, said the application seeks a variance from Section 48-32 (a) (6) (a) to build a boat dock with a lakeward projection of approximately 24 feet from the neighboring docks at 2935 and 3007 Nela Avenue and 3013 Indian Drive. The application also seeks a variance to exceed the allowable terminal platform size from 700 to 720 square feet. The allowable size is determined by the shoreline footage of the property per Section 48-32 (a) (3). Please note that the Board may approve the proposed variance application as presented to them, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application, citing which variance criteria are not met. A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Code Sec. 42-71

Staff provides a recommendation to approve the requested variance from Section 48-32 (a) (6) (a) and deny the requested variance from Section 48-32 (a) (3) as the land development code provides in Section 42-64 (1) h. that unless all criteria are met, a variance should not be approved. Should the Board approve the request variance from Section 48-32 (a) (3), the Board may condition a maximum platform size for approval.

The applicant Alan Twitchell said the length is not an issue, and there is an additional 8.5 square feet. The purpose is to repair the dock that was damaged in a storm. He did not think the square footage was that important; however, it is.

Chairman Conduff called for public comment.

- Emily Wakley, residing at 3019 Indian Drive, spoke in favor of the request.

There being no further comment, Chairman Conduff closed public comment.

Board member Woods moved pursuant to Belle Isle Code Section 48-32(A)(6)(A) and Section 42-64 TO ALLOW a boat dock to extend greater than 15 feet lakeward of an existing dock within 300 feet of the proposed location, submitted by applicant Jason Louche representing homeowner Alan Twichell located at 3025 Indian Drive, Belle Isle, FL 32812 also known as Orange County Tax Parcel ID #29-23-30-4389-01-080.

Board member Shenefelt seconded the motion with passed unanimously 6:0.

Board member Woods moved pursuant to Belle Isle Code Section 48-32(A)(3) and 42-64 D, E, and F having not been met, TO DENY a dock to exceed the allowable total area for a terminal platform submitted by applicant Jason Louche representing homeowner Alan Twichell located at 3025 Indian Drive, Belle Isle, FL 32812 also known as Orange County Tax Parcel ID #29-23-30-4389-01-080.

Board member Shenefelt seconded the motion with passed 4:2 with Board members Thompson and Squires, nay.

Board member Woods stated that there is a 15-day appeal process, and the applicant can also appeal the decision to the City Council.

Board member Thompson left the meeting at 8:32 pm.

Board member Dr. Hobbs left the meeting at 8:45 pm.

5. Other Business

- At a resident's request, Chairman Conduff opened for public comment.

- Mr. Haag residing at 6509 Matchett Road, asked if Accessory Dwelling Units were allowed in the City. Ms. Lozano said the City does not allow for ADUs however the Code may allow for a special exception for a guest cottage without a kitchen. The Code can be viewed at www.municode.com.

There being no further comment, Chairman Conduff closed public comment.

- Discussion and Review on Amending Fences and Walls Ordinance 23-05 6.

The Board discussed that these two criteria were conflicted so they needed to be resolved. The resolution was to make them both like the second. If this is not in the record, we need to clarify it at our next meeting,

Page 2 of 8

If a driveway gate is installed, then the gate must be setback ~~25~~ 20 feet outside the right-of-way line.

Page 4 of 8

If a driveway gate is installed, the gate shall be at least 20 feet outside the right-of-way line. (No change)

The Board discussed a definition of a sight triangle for use in the fence ordinance to include Areas on either side of any driveway that shall be clear of visual obstructions between 2 feet and 8 feet above ground. The horizontal limits shall be a triangle starting at the intersection of the driveway's edge and the edge nearest to the right of way of the public roadway or sidewalk it intersects. One leg of said triangle shall extend 70 feet along said roadway or sidewalk away from the driveway. The other leg of said triangle shall extend 10 feet toward the private property along said edge of the driveway. The final side shall be a line between the latter two points. Board member Woods said he could forward a complete definition to staff for review.

Chairman Conduff moved to approve the changes as discussed and recommended approval of the Ordinance to the City Council.

Board member Squires seconded the motion, which passed unanimously 4:0.

6. Adjournment

There was no further business, so the meeting was unanimously adjourned at 8:51 pm.

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

Meeting Date: September 5, 2023
To: Honorable Mayor and City Council Members
From: Interim City Manager, Chief Grimm
Subject: Nonconforming Structures and Use – 1711 Hoffner Avenue

Background: On August 17, 2023, property owner Marvel Quevedo requested a lot split to create a new single-family residence on the proposed new lot while maintaining the nonconforming structures and uses on the existing site. The property currently features a single-family home, an office building, and a greenhouse. The nonconforming structures and land use predate the city’s land development code, Section 54-1 (f), allowing for one principal building and use per lot.

In 2019, before purchasing the property, Mrs. Quevedo inquired about the development of the land to the City Manager. She obtained a Zoning Certification Letter from the former City Manager dated February 4, 2019, and April 21, 2022.

On May 21, 2020, the City Planner sent an email to the homeowner stating that due to the zoning on the property of R1AA, it does not allow more than one dwelling per the zoning code.

Additionally, the request to build more than one principal building on 1711 Hoffner Avenue was not presented to the City’s Planning and Zoning Board or the City Council for review or approval. Under Section 42-62, the City Manager has the authority to enforce and interpret the land development code but cannot grant variances to the code.

In August of 2023, Mrs. Quevedo was informed via email of section 54-1 (f) *Required lot and occupancy. Every building and structure hereafter erected shall be located on a lot or tract as defined herein, and in no case shall there be more than one principal building or use on one lot except as provided in Section 54-3 regarding nonconforming uses.*

Due to the Zoning Certification Letter presented to the homeowner, the Staff requests direction from the City Council.

Staff Recommendation: Approve the denial letter signed by Interim City Manager Grimm, correcting any ambiguities or errors in the previous City Manager’s interpretation letter. Then, the property owner will have the right to appeal that new interpretation to the P&Z Board according to Section 42-62. After that, the P&Z Board’s decision on the appeal can be further appealed to the City Council under Section 42-71, City Code

Suggested Motion: I move that we approve the 2023 Zoning Certification Letter signed by Interim City Manager Grimm.

Alternatives: Do not approve the updated Zoning Certification Letter for 1711 Hoffner Avenue.

Fiscal Impact: Unknown

Attachments: Zoning Certification Letter (February 4, 2019) by Bob Francis
Zoning Certification Letter (April 21, 2022) by Bob Francis
Zoning Email (May 2020) by City Planner April Fisher
Zoning Certification Letter (August 17, 2023) by Travis Grimm



CITY OF BELLE ISLE, FLORIDA

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

February 4, 2019

W. Wayne Matthews, O.D.
1711 Hoffner Ave.
Belle Isle, FL 32809

RE: 1711 Hoffner Avenue

Dear Matthews:

Thank you for taking the time with me and showing me your property at 1711 Hoffner Avenue. It is truly an impressive piece of land. After reviewing your situation, the City decided that as long as the office continues as a professional office use then it can remain. A wide range of commercial uses are permitted in the commercial land use; however, the zoning category C-1 specifies uses that are consistent with the characteristics of the land and surrounding area. The City believes that the office is consistent; however, the office may be remodeled but the footprint cannot be expanded. The commercial building and its business shall only be utilized by the person(s) residing in the single family residence on the subject property.

A new single family home may also be added, and the house currently on the property used by the property owner while the new house is being constructed. At the time of completion, the current house will become non-conforming and may not be expanded.

Sincerely,

Bob Francis, ICMA-CM
City Manager



CITY OF BELLE ISLE, FLORIDA

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

April 21, 2022

Marvel Quevedo
1711 Hoffner Ave.
Belle Isle, FL 32809

RE: 1711 Hoffner Avenue

Dear Ms. Quevedo:

Thank you for reaching out to me. According to the Orange County Property Appraiser your property is zoned R-1-AA. It is consistent with the zoning of other properties adjacent to you. The property contains a commercial building which for many years was used as a professional office by the prior owner.

After reviewing your situation, the City decided that as long as the office continues as a professional office use then it can remain. A wide range of commercial uses are permitted in the commercial land use; however, the zoning category C-1 specifies uses that are consistent with the characteristics of the land and surrounding area. The City believes that the office is consistent; however, the office footprint cannot be expanded. The commercial building and its business shall only be utilized by the person(s) residing in the single family residence on the subject property.

A new single family home may also be added, and the house currently on the property used by the property owner while the new house is being constructed. At the time of completion, the current house will become non-conforming and may not be expanded.

Sincerely,

Bob Francis, ICMA-CM
City Manager

Yolanda Quiceno

From: Yolanda Quiceno
Sent: Wednesday, August 23, 2023 9:32 AM
To: Yolanda Quiceno
Subject: FW: 1711 Hoffner Avenue, Belle Isle FL 32809
Attachments: 1711 Hoffner.pdf

From: April Fisher <aprilfisher73@gmail.com>
Sent: Thursday, May 21, 2020 9:03 AM
To: QUEVEDO, MARVEL <MARVEL.Q@allstate.com>
Cc: Bob Francis <bfrancis@belleislefl.gov>; Yolanda Quiceno <yquiceno@belleislefl.gov>
Subject: Re: 1711 Hoffner Avenue, Belle Isle FL 32809

Good morning Marvel, congratulations on your new home in Belle Isle! I have attached a letter that the City Manager wrote to the previous owner regarding the status of your property with the office and single-family home. This may be of help to you.

The City recognizes one single family residence on the property and the one commercial office. I do not believe a second single family residence is currently recognized by the City or the Property Appraiser's office. Because of this, I believe adding a unit number for the office and the one single family home is okay but not for a second single family residence on the property. **Due to the zoning on the property of R-1-AA, it does not allow more than one dwelling per the zoning code.**

I believe the City Clerk assigns addresses for the City so I have copied her here, Yolanda Quiceno. Please reach out to her to see how you may achieve this for the two uses on the property.

Thank you,

April

April Fisher, AICP
Fisher Planning and Development Services
407-494-8789



City of Belle Isle



1600 Nela Ave. Belle Isle, FL 32809
407.851.7730 | FAX: 407.240.2222

August 17, 2023

Marvel Quevedo
1711 Hoffner Avenue
Belle Isle, FL 32809

Re: 1711 Hoffner Avenue

Dear Quevedo:

After reviewing the proposal to build a new single-family residence at 1711 Hoffner Avenue, the City has decided to enforce section 54-1 (f) of the Belle Isle land development code to allow only one principal building per lot. The property currently features one single-family residence and one office building. The nonconforming mixed uses and structures are grandfathered to remain. Under Section 54-3, buildings, structures, or uses of nonconforming land cannot be extended or enlarged.

City staff reviewed our records and found that the request to build more than one principal building on 1711 Hoffner Avenue was not presented to the City’s Planning and Zoning Board or the City Council for approval. Under Section 42-62, the City Manager has the authority to enforce and interpret the land development code but cannot grant variances to the code.

Regarding the new interpretation letter, you can appeal to the City’s Planning and Zoning Board under Section 42-62. Should the Board deny your request, the decision can be further appealed to the City Council under Section 42-71.

Sincerely,

Travis Grimm, Interim City Manager

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

c.

Meeting Date: September 5, 2023
To: Honorable Mayor and City Council Members
From: Interim City Manager, Chief Grimm
Subject: Sienna Place Non Ad-Valorem Stormwater Assessment

Background: In January 2022, the City adopted Ordinance 22-01 for involuntary annexing Sienna Place. In July 2022, the previous City Manager announced that Sienna Place was officially part of Belle Isle.

On August 18, 2023, Diana Santos, Sienna Place COA President, emailed the City about her concerns with the Belle Isle taxes imposed for Stormwater, JJ's contracted dumpster charge, and the repair of the main circle paving project.

Staff looked into the concern regarding the stormwater assessment and confirmed each unit was assessed \$135.00 in accordance with the Stormwater Utility Assessment Program. The Program Manual states that if condominiums are individually owned, each unit/parcel will be assessed the stormwater non ad-valorem rate of 1 ERU (for FY 23/24, this is \$135.00). Staff confirms that the other condominiums in the City are being assessed in the same manner.

The charter states that the fee for a residential developed property shall be the rate for one ERU multiplied by the number of dwelling units existing on the property. **Provided, however, that properties that are developed with five or more dwelling units may be assessed a fee per dwelling unit calculated as follows: the rate of one ERU shall be multiplied by a numerical factor, which factor shall be obtained by dividing the number of ERUs on the property by the number of dwelling units. The number of ERUs shall be calculated by dividing the total impervious surface area on the property by the square footage of one ERU as set forth in the rate schedule.**

Staff Recommendation: Due to the concerns noted in the email, Staff requests direction from the City Council on calculating the stormwater non-ad valorem assessment for Sienna Place. Staff was not previously directed to use the above highlighted method and was unaware that the \$38/unit calculation was provided to Sienna Place. The Sienna Place calculation used a 65% impervious surface ratio (ISR), which the previous City Manager would have provided to do the calculation. Unfortunately, we do not know if this ISR is correct. If Council approves the option to assess using this method, we would need to research that the calculation of \$38/unit used the correct ISR.

The Staff would like to provide the Council with the financial impact, not only for Sienna Place, but for all other residential properties that are developed with five or more dwelling units, but to do so, we would need someone to provide the impervious surface ratios.

Suggested Motion: Attorney recommendation. Important Note: the City staff has to certify our non-ad valorem assessments by September 15th so if the Council decides to make any changes re Sienna, we would need to know before then.

Alternatives: (1) Do not approve further research and calculate at the reduced rate or
(2) Do not make any changes and submit the assessed ERU at 135.00.

Fiscal Impact: Unknown at this time, may be substantial.

Attachments: Email dated August 18, 2023, by Diana Santos
Email dated November 23, 2020, by Bob Francis
Email dated December 16, 2020, by Bob Francis
OCA Property of Record – Sienna Place Condos



Bob Francis <bfrancis@belleislefl.gov>
to me ▾

Wed, Dec 16, 2020, 8:10 AM ☆ ↶ ⋮

I'm not sure I understand this through emails, but if the utility easement is irrevocable that also goes for the commitment by 5050 Conway to maintain. These agreements usually run with the property, not the property owner. Therefore if they are made aware of their responsibilities as stated in the easement agreements, then they would be held liable for costs associated with their responsibilities. I will make sure that the City Planner makes a point of this at the meeting.

Also, JJ's is getting back to me on the garbage cost. My Finance Director worked out that the stormwater per unit would be about \$38/year or if we bill the HOA, it would be about \$6,450/year. You don't pay the \$120 as others do because they are single family residences and the assessment is different for multi-family of 5 or more units. Also, the City Attorney informed me that 100% of the owners would have to sign a petition for a voluntary annexation. For involuntary, it would be by a referendum vote of either the residents of Sienna, or residents of the entire City. That would be the City Council call.
Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)
bfrancis@belleislefl.gov



Bob Francis <bfrancis@belleislefl.gov>
to me ▾

Mon, Nov 23, 2020, 10:32AM ☆ ↶ ⋮

The drainage fee and garbage fee would be assessed to the HOA, not the individual unit. We do not assess a fire fee as it is included in your property taxes. We do not assess for street lighting.
Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)
bfrancis@belleislefl.gov

Yolanda Quiceno

From: Diana Santos <dsantossiennaplace@gmail.com>
Sent: Friday, August 18, 2023 11:42 AM
To: Nicholas Fouraker; Travis Grimm; Yolanda Quiceno
Subject: Sienna Place Condominiums
Attachments: Belle Isle Screenshot 2023-08-18 105302.png; Belle Isle email Screenshot 2023-08-18 105455.png; img20230818_10572728.pdf

Good morning

My apologies for sending this email to you all, but I do not know who I should address with this issue. I noticed that our new taxes with Belle Isle show a charge for Storm Drainage of \$135. and this was not what we were originally told when deciding whether or not to be annexed into Belle Isle. Please see the emails with Bob Francis attached below. Originally we were told that we could either tax individuals \$38. each (or) tax the Association \$6,450. Now we are seeing that all 168 Units are being charged \$135 for this Storm Drain fee. We also were under the impression our garbage pick up service was going to be a better deal then we had originally. Instead we are going to be charged more than double the cost by the middle of 2024. Plus we dont have bulk pick up at all in our community and if we wanted bulk pick up we were quoted another \$450. per month on top of the increased garbage fee, which we can't afford. By next year we will no longer be able to handle keeping JJ Waste for our waste management company as the costs will be too high for us to afford on top of the 2.5 million dollar renovation project we have going on here in our community which has all units paying a special assessment for the next 12 years on top of their regular assessment.

We were sold on annexing with Belle Isle because we were told that it would be of benefit to us and that Belle Isle could offer us better contract deals with waste pick up and that they would be taking responsibility for the storm drain that runs along the west side of our community. Since then I have not had much help with the storm drain or the broken storm drain grate located in the SW corner of our community. I believe there should be repairs to this grate and concrete should be poured around this grate to keep it from getting covered with dirt after each rain. So far the storm drain on our property has not even been addressed. Considering we did not even know we owned the storm drain, which means we never maintained this drain over the last 30+ years with the exception of when we had a section replaced back in 2019 after a section collapsed causing a large hole in our parking lot in the back of the community. The collapse back in 2019 affected not only Sienna Place but the community directly behind us started having major street flooding during the hurricane season that year until we were able to pay \$60,000. to replace it. With all that said about the storm drain on our property, I would think this should be a high priority for Belle Isle before we have another section collapse.

We also were told that Belle Isle would help us with the paving of our community by doing the main circle of paving around Sienna Place and we would be responsible for the parking spaces and lines etc... I suppose we should have had Belle Isle put this all in writing because I have a feeling we were sold on empty promises.

Please advise how you plan to correct the taxes to our community and I would like a letter sent out to all owners to explain the mistake made with the Storm Drain charges.

Please also advise what the plan is moving forward to address the storm drain section located on our property along with the broken storm drain and grate in the SW corner.

Respectfully

D Santos (Sienna Place COA President) and the Board of Directors
<https://app.townsq.io/>

Property Record - 17-23-30-8029-10-079

Orange County Property Appraiser • <http://www.ocpafl.org>

Property Summary as of 08/18/2023

Property Name

Sienna Place Condominium

Names

Diana Marie Santos Revocable Trust

Municipality

BI - Belle Isle

Property Use

0400 - Condo-Residential

Mailing Address

C/O Diana Marie Santos Trustee
4884 Conway Rd Apt 79
Orlando, FL 32812-1238

Physical Address

4884 Conway Rd Unit 79
Orlando, FL 32812



QR Code For Mobile Phone



302317802910079 08/03/2012



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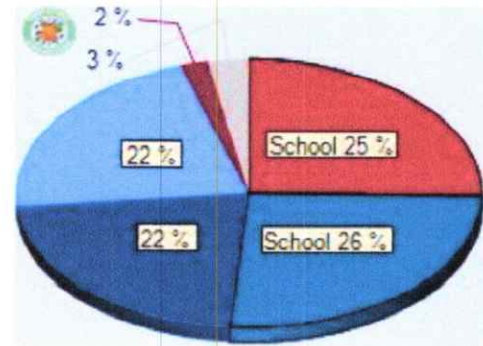
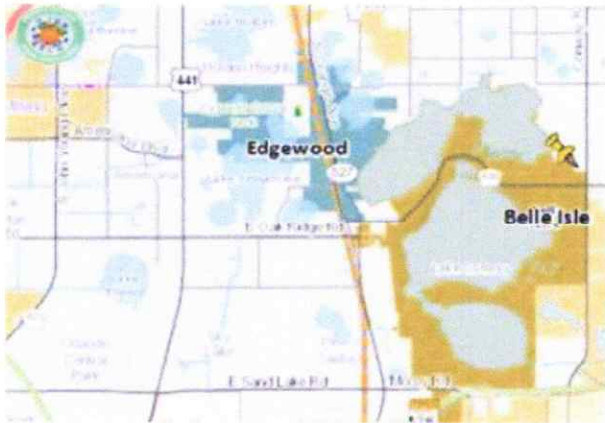


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c.



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values

Year	W	MKT
2023	W	MKT
2022	✓	MKT
2021	✓	MKT
2020	✓	MKT

Year	Market Value	Assessed Value
2023	\$147,900 (26%)	\$65,081 (3.0%)
2022	\$117,500 (3.9%)	\$63,185 (3.0%)
2021	\$113,100 (4.0%)	\$61,345 (1.4%)
2020	\$108,800	\$60,498

Tax Year Benefits

Year	W	S	HX	CAP
2023	W	S	HX	CAP
2022	✓	S	HX	CAP
2021	✓	S	HX	CAP
2020	✓	S	HX	CAP

Year	Original Homestead	Additional Hx	Other Exemptions	SOH Cap	Tax Savings
2023	\$25,000	\$15,081	\$0	\$82,819	\$1,917
2022	\$25,000	\$13,185	\$0	\$54,315	\$1,388
2021	\$25,000	\$11,345	\$0	\$51,755	\$1,353
2020	\$25,000	\$10,498	\$0	\$48,302	\$1,298

2023 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$65,081	\$25,000	\$40,081	3.1730 (-1.28%)	\$127.18	25 %
Public Schools: By Local Board	\$65,081	\$25,000	\$40,081	3.2480 (0.00%)	\$130.18	26 %
Orange County (General)	\$65,081	\$40,081	\$25,000	4.4347 (0.00%)	\$110.87	22 %
City Of Belle Isle	\$65,081	\$40,081	\$25,000	4.4018	\$110.05	22 %
Library - Operating Budget	\$65,081	\$40,081	\$25,000	0.3748 (0.00%)	\$9.37	2 %
St Johns Water Management District	\$65,081	\$40,081	\$25,000	0.1793 (-9.17%)	\$4.48	1 %
Lake Conway Mstu	\$65,081	\$40,081	\$25,000	0.5750 (40.00%)	\$14.38	3 %
				16.3866	\$506.50	

c.

2023 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
CITY OF BELLE ISLE	BELLE ISLE STRM - DRAINAGE - (407)851-7730	1.00	\$135.00	\$135.00
				\$135.00

Tax Savings

2023 Estimated Gross Tax Total:	\$641.51
Your property taxes without exemptions would be	\$2,423.58
Your ad-valorem property tax with exemptions is	-\$506.51
Providing You A Savings Of	= \$1,917.07

Property Features

Property Description

SIENNA PLACE CONDOMINIUM 8481/1959 UNIT 79 BLDG J

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class	Unit Price	Class Value
There are no land lines associated with this parcel.							

Buildings

CITY OF BELLE ISLE, FLORIDA

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: September 5, 2023
To: Honorable Mayor and City Council Members
From: Chief Grimm, Interim City Manager
Subject: Wallace Field Use Agreement - Updated

Background: In 2020, an agreement was executed between the City and Cornerstone Charter Academy (CCA) for developing and using the property known as Wallace Field. That agreement expired during the time of the site plan approval process. The Site Plan was approved with conditions by the Planning and Zoning Board and subsequently upheld by the City Council during an appeal process.

Attached is a copy of the approved Site Plan for reference. CCA is ready to complete permitting once the City Council approves the Use Agreement.

Staff, the CCA Board, and the City Attorney prepared a draft Use Agreement for the Council’s formal consideration.

Staff Recommendation:
April Fisher, City Planning Consultant, to provide an overview and next steps.

Suggested Motion: Approve the Use Agreement as presented.

Alternatives: Do not approve the Use Agreement
Approve the Use Agreement with the following changes.

Fiscal Impact: Not determined at this time

Attachments: Use Agreement – Clean Copy and Redlined Copy

**AGREEMENT
FOR NON-EXCLUSIVE USE OF WALLACE FIELD**

THIS AGREEMENT FOR NON-EXCLUSIYE USE OF WALLACE FIELD (the "Agreement") is made this ___ day of ___, 2023 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and Cornerstone Charter Academy, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is 906 Waltham Avenue, Belle Isle, Florida 32809 ("CCA").

RECITALS:

A. The City owns that certain real property upon which a field commonly known as Wallace Field (the "Property") is located at E. Wallace Street intersection with Matchett Road which Property has Orange County Tax Parcel Identification# 24-23-29-8977-00-021.

B. The Property is located within the City and is zoned Open Space (OS) which permits Open Space/ Recreational Facility.

C. CCA desires to utilize the Property as a practice field for CCA's athletic programs, and to perform certain improvements to the Property, and the City desires to authorize such use and improvements on the terms, conditions, and provisions provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **Construction, Maintenance and Repair**

(a) *Concept, Site Plan and Improvements Approval.* Pursuant to consultation with City staff, CCA at its expense, prepared a professionally drawn site plan for the Property which site plan was reviewed and approved with conditions by the City Planning and Zoning Board, and finally approved, following appeal, by City Council, subject to conditions on May 4, 2021. The approved Site Plan is attached hereto as Exhibit A and incorporated to this Agreement by reference.

(b) *Improvements to Property.* CCA will construct and make all of the improvements on the Property according to the approved Site Plan and applicable permitting requirements. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. The City will timely review and process permitting applications pursuant to applicable City code requirements. Additional construction and improvements may not be performed absent written consent by the City.

(c) *Maintenance by CCA.* CCA, at its cost, shall keep the Property in a neat, clean, and safe condition. After each event and use of the Property by CCA, and before leaving the Property, CCA shall remove any tangible personal property, equipment, waste, temporary signs, and other items associated with CCA's event or use of the Property except where authorized by the City, and CCA, at

its cost, shall fully restore the Property to a clean, safe, and orderly condition to the reasonable satisfaction of the City. CCA shall promptly repair any damage to the Property arising from the use of the Property by CCA or its agents, employees, attendees, students, etc. For so long as CCA has use of the Property pursuant to this Agreement, and except as provided by paragraph 3 (b) of this Agreement, CCA will maintain and repair the artificial turf field, all structures, parking areas, walking paths, signage and fences on the Property in good and clean condition.

(d) *Access to Property.* City staff or police department will be responsible for opening and closing main entry gates to the Property to allow use of the park area by the general public during park hours. CCA staff will have keys for all structures and gates on the Property.

(e) *Ownership.* This Agreement grants a license to CCA for the express purposes set forth herein and does not convey any property or equitable interest (including leasehold interest) in the Property to CCA. Any improvements constructed or installed upon the Property with the approval of the City shall be and remain property of the City solely. CCA shall take such additional actions as are necessary in the City's discretion to convey ownership of any improvements that it constructs or installs on the Property to the City. The City reserves all rights of ownership in the Property.

(f) *No Liens.* CCA acknowledges and agrees that the Property is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or other liens and encumbrances due to the City's sovereign immunity and constitutionally protected status. CCA shall not permit and shall affirmatively prevent any construction or mechanic's lien and any other lien or encumbrance to be filed or claimed against the Property for any labor, services or materials furnished to the Property, improvements to the Property by CCA or otherwise filed or claimed arising out of or concerning the actions or omissions of CCA or CCA's agents, employees, invitees, contractors, subcontractors, laborers, materialmen, vendors, and licensees.

3. Use of Property

(a) *Use Restrictions.* CCA is authorized to conduct its recess and practice for its athletic programs each weekday (Monday through Friday) during daylight hours and for such other uses as may be approved by the City in the City's sole discretion. CCA may close the Property for maintenance or repair purposes and will provide at least one day's notice of closure of the Property. Further, the City may close the Property in an emergency. CCA has no rights to allow any organization, group, corporation, entity, person or persons, other than CCA's students, coaches, faculty and administrators to use the Property, consistent with this Agreement, as CCA's use rights under this Agreement are only for CCA.

(b) *Non-Exclusive Use.* When the Property is not in use by CCA, as authorized by paragraph 3(a), the Property will be available for use by the City, City-approved third-party users, the general public, or any other user and for any purpose, all as determined by the City in the City's sole discretion. After any use of the Property by the City or City-approved third-party users, the City shall remove any equipment, waste, signs, and other items associated with the use of the Property that the City does not intend to allow to remain on the Property and shall restore the Property to a clean, safe and orderly condition. The City shall promptly repair any damage to the Property arising from the use of the Property by the City or its approved third-party users.

(c) *Parking and Traffic.* Except CCA vehicles necessary to transport equipment to and from the Property or to otherwise maintain the Property, CCA staff, teacher or student parking will not be allowed on the Property or abutting public right-of-way, absent written permission by the City. Drop-off and pick-up of students at the Property will not be allowed. It is the responsibility of CCA

to convey these rules to the students, coaches, faculty, and parents, and for CCA to enforce said rules.

4. **Insurance and Indemnification**

(a) *Insurance.* CCA shall at its sole cost provide liability coverage with the City named as an additional insured in the amount of One Million (\$1,000,000.00) Dollars per occurrence, and Three Million (\$3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". Within five (5) days of the Effective Date, CCA shall cause the insurance company to provide a certificate of insurance confirming that the City is insured by the insurance company in accordance with the provisions of this Agreement. Further, CCA and the insurance company shall provide the City with a copy of the policy of insurance within thirty (30) days of the Effective Date. Further, the policy and certificate shall provide for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. CCA agrees to maintain such policy of insurance during the term of this Agreement, and any failure to do so will constitute a breach of this Agreement. Also, the policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

(b) *Indemnification.* CCA hereby indemnifies and agrees to hold harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person arising from any act or omission of CCA or its agents, officers, employees, contractors, or students related to CCA's use of the Property, but excluding only such matters that are caused by the sole negligence of the City or its officials or employees. This paragraph shall survive termination and expiration of this Agreement.

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

5. **Term & Breach**

(a) *Duration.* Unless earlier terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be ten (10) years from the Effective Date of this Agreement, and will automatically renew for additional ten (10) year periods unless either party delivers written notice to the other party of its intent not to renew at least ninety (90) days prior to expiration of the current term.

(b) *Termination.* The City may terminate this Agreement prior to the expiration upon ninety (90) days written notice if the City determines in its sole discretion that the Property should be sold or used for some other purpose. CCA may terminate this Agreement upon ninety (90) days written notice to the City, after which termination, CCA shall cease all use of and responsibility for maintenance of the Property. Either party may terminate this Agreement upon breach by the other party if the breaching party fails to cure the breach, or take reasonable steps to cure the breach, within thirty (30) days written notice of the breach to the other party. Provided however, that if the City terminates this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, the City shall reimburse CCA the reasonable construction expenses for the physical improvements to the Property approved by the City which expenses were paid by CCA as such are documented to the reasonable satisfaction of the City in improving the

Property, on a pro rata basis proportionate to the number of years remaining in the term. Should CCA terminate this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, CCA shall forfeit all rights to the improvements and the City shall not reimburse CCA for any improvements. The City and CCA may at any time mutually agree to terminate this Agreement.

(c) *Property Condition.* Upon termination or expiration of this Agreement, CCA shall remove all tangible personal property and equipment, except to the extent the City otherwise allows such to remain, and leave the Property in good, clean, and neat condition, aside from wear and tear due to normal use.

(d) *Default.* The following occurrences or events shall constitute a material default of this Agreement by CCA for which the City may immediately terminate this Agreement upon written notice to CCA: (i) the filing by or against CCA in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of CCA to cause any such filing to be dismissed within a period of 20 days after the date of such filing; (ii) CCA making or proposed making of an assignment for the benefit of creditors; or (iii) CCA abandons use of the Property for a period of six (6) months or more.

6. General Provisions

(a) *Attorney Fees.* In the event of any dispute or any lawsuit to enforce the terms of this Agreement, each party shall bear their own attorneys' fees and costs.

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

(c) *Non-Waiver.* No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Further, nothing herein shall constitute a waiver of the City's home rule or police power authority.

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

(e) *Binding Effect & Assignment.* This Agreement shall be binding upon the parties and their respective successors in interest and title. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by CCA without the prior written consent of the City, in the City's sole discretion.

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

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

(h) *Warranties/Representations.* Each party represents that he, she, or it has full authority to execute this Agreement. The City makes no representations or warranties regarding the suitability of the Property for any use to which CCA intends to put or will put the Property. CCA warrants that CCA has full right and authority to engage in the activities that CCA intends to pursue on the Property under this Agreement. The City in no way warrants or guarantees that CCA will be able to obtain any necessary permit or approval from the City or other governmental agency.

(i) *Time of the Essence.* Time is of the essence for performance of obligations under this Agreement.

(j) *Notice.* Any notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically, or within three (3) days after depositing with the United States Postal Service, postage prepared or by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service, to a party's address as provided in the introductory paragraph of this Agreement.

(k) *Compliance with Laws/Regulations.* CCA shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. CCA shall be responsible for: (i) securing all appropriate permits and approvals related to the design, permitting and construction on, and use of the Property from the City unless and then only except as may be otherwise expressly provided herein; and (ii) for complying with all applicable state and local agencies, concerning CCA's use of the Property and operation thereon under the Agreement.

(l) *No Pledge of Taxation.* In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws but shall be performed or paid solely from legally available revenues and appropriated funds.

(m) *Execution, Effective Date & Non-Waiver.* This Agreement may be executed in separate copies by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and approved by the Belle Isle City Council (the "Effective Date"). By approving and executing this Agreement, the City in no way waives the City's right to contest, and the City does not hereby consent to or agree to the validity of, CCA's bylaws and past or future modification of the CCA bylaws which have diminished or will in any way diminish the City's right to appoint or select CCA board members, and any other actions of CCA which have been or will be inconsistent with the school charters or any provision of law.

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

CITY OF BELLE ISLE

Nicholas Fouraker Mayor

Attest:

Yolanda Quiceno, City Clerk

Date: _____

CORNERSTONE CHARTER ACADEMY,
INC.

By: _____
William S. Brooks
Its: President/Chairman

Date: _____

**AGREEMENT
FOR NON-EXCLUSIVE USE OF WALLACE FIELD**

THIS AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD (the "Agreement") is made this ___ day of ____, 2023 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and Cornerstone Charter Academy, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is ~~5903 Randolph Avenue~~906 Waltham Avenue, Belle Isle, Florida 32809 ("CCA").

RECITALS:

A. The City owns that certain real property upon which a field commonly known as Wallace Field (the "Property") is located at E. Wallace Street intersection with Matchett Road which Property has Orange County Tax Parcel Identification# 24-23-29-8977-00-021.

B. The Property is located within the City and is zoned Open Space (OS) which permits Open Space/ Recreational Facility.

C. CCA desires to utilize the Property as a practice field for CCA's athletic programs, and to perform certain improvements to the Property, and the City desires to authorize such use and improvements on the terms, conditions, and provisions provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **Construction, Maintenance and Repair**

~~(a) Concept, Site Plan and Improvements Approval. On or before one hundred twenty (120) days after the Effective Date ("Approval Date"), the City and CCA shall consider what concept, site plan and improvements for the Property are acceptable. If the City and CCA, in their respective sole discretions, do not each approve of the same concept, site plan and improvements for the Property on or before the Approval Date, this Agreement terminates on the day after the Approval Date. Pursuant to consultation with City staff CCA shall, at its expense, prepared a professionally drawn site plan for the Property which site plan was reviewed and approved with conditions by the City Planning and Zoning Board, and finally approved, following appeal, by City Council, subject to conditions on May 4, 2021. The approved Site Plan is attached hereto as Exhibit A and incorporated to this Agreement by reference, must meet the City's code requirements and which site plan is subject to initial approval by City Staff. Upon such initial approval, City Staff shall take such actions as the City deems appropriate for seeking approval of the use, including but not limited to preparing the application for site plan approval and acting as the applicant before the City's Planning and Zoning Board. The City may in its discretion authorize use of the Property by CCA prior to site plan approval, which use shall be subject to the terms, conditions, and provisions of this Agreement except that the City may terminate such use and this Agreement at any time prior to site plan approval. In the event CCA's proposed site plan is denied by the City, either the City or CCA may terminate this Agreement upon~~

~~written notice to the other party. If the site plan is approved by the City's Planning and Zoning Board and becomes final without a challenge or appeal, it shall be the "Site Plan" as hereafter referred to in this Agreement.~~

~~(a)~~
~~(b) Improvements to Property. On or before July 15, 2020, or a date mutually agreed to by the parties CCA shall will construct and make all of the improvements on the Property according to the approved Site Plan and applicable permitting requirements. The fees, costs, and expenses for the design, permitting, construction and improvements will be the sole responsibility of CCA. The City will timely review and process permitting applications pursuant to applicable City code requirements.~~
Additional construction and improvements may not be performed absent written consent by the City.

~~(c)~~
~~(d) Maintenance by CCA. CCA, at its cost, shall keep the Property in a neat, clean, and safe condition during and immediately following each event and use of the Property by CCA. After each event and use of the Property by CCA, and before leaving the Property, CCA shall remove any tangible personal property, equipment, waste, temporary signs, and other items associated with CCA's event or use of the Property except where authorized by the City, and CCA, at its cost, shall fully restore the Property to a clean, safe, and orderly condition to the reasonable satisfaction of the City in the City's sole discretion. CCA shall promptly repair any damage to the Property arising from the use of the Property by CCA or its agents, employees, attendees, students, etc. For so long as CCA has use of the Property pursuant to this Agreement, and except as provided by paragraph 3 (b) of this Agreement, CCA will maintain and repair the artificial turf field, all structures, parking areas, walking paths, signage and fences on the Property in good and clean condition.~~

~~(e)(d) Maintenance by City Access to Property. Except for the responsibilities assigned to CCA under subparagraph 2(e) above, the City shall maintain the appearance and general condition of the Property in a neat and clean manner. Maintenance Costs incurred by the City shall be evenly split between the parties. The City will bill CCA for such costs via itemized invoices, which must be paid within 30 days of receipt by CCA. City staff or police department will be responsible for opening and closing main entry gates to the Property to allow use of the park area by the general public during park hours. CCA staff will have keys for all structures and gates on the Property.~~

~~(e) Ownership. This Agreement grants a license to CCA for the express purposes set forth herein and does not convey any property or equitable interest (including leasehold interest) in the Property to CCA. Any improvements constructed or installed upon the Property with the approval of the City shall be and remain property of the City solely. CCA shall take such additional actions as are necessary in the City's discretion to convey ownership of any improvements that it constructs or installs on the Property to the City. The City reserves all rights of ownership in the Property.~~

~~(f) No Liens. CCA acknowledges and agrees that the Property is owned by a municipality and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or other liens and encumbrances due to the City's sovereign immunity and constitutionally protected status. CCA shall not permit and shall affirmatively prevent any construction or mechanic's lien and any other lien or encumbrance to be filed or claimed against the Property for any labor, services or materials furnished to the Property, improvements to the Property by CCA or otherwise filed or claimed arising out of or concerning the actions or omissions of CCA or CCA's agents, employees, invitees, contractors, subcontractors, laborers, materialmen, vendors, and licensees.~~

3. Use of Property

(a) Use Restrictions. CCA is authorized to conduct it recess and practice for its athletic programs each weekday (Monday through Friday) during daylight hours and for such , and other uses

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~~on the Property as may be approved by the City in the City's sole discretion. Use of the Property by CCA shall be during daylight hours only. The City shall have priority to use the Property for any purpose in the City's discretion, and the City shall endeavor but is not required to provide one day's written notice of potential interference with CCA's use of the Property and to coordinate with CCA. The City CCA, may close the Property for maintenance, or repair or other reasons in the City's discretion purposes and shall will provide at least one day's notice of closure of the Property if such closure would interfere with CCA's use of the Property. Further, the City may close the Property for in an emergency. CCA has no rights to allow any organization, group, corporation, entity, person or persons, other than CCA's students, coaches, faculty and administrators to use the Property, consistent with this Agreement, as CCA's use rights under this Agreement are only for CCA.~~

(b) *Non-Exclusive Use.* When the Property is not in use by CCA, ~~as authorized by paragraph 3(a),~~ the Property ~~shall will~~ be available for use by the City, City-approved third-party users, the general public, or any other user and for any purpose, all as determined by the City in the City's sole discretion. After any use of the Property by the City or City-approved third-party users, the City shall remove any equipment, waste, signs, and other items associated with the use of the Property that the City does not intend to allow to remain on the Property and shall restore the Property to a clean, safe and orderly condition. The City shall promptly repair any damage to the Property arising from the use of the Property by the City or its approved third-party users.

(c) *Parking and Traffic.* ~~The parties anticipate that CCA's use of the Property will bring additional vehicular traffic to the area. Except for official City vehicles or CCA vehicles necessary to transport equipment to and from the Property or to otherwise maintain the Property, CCA staff, teacher or student parking shall only be allowed on CCA property, and shall will not be allowed on the Property or abutting public right-of-way, absent written permission by the City. Unauthorized vehicles will be eited and/or towed at the owner's expense.~~ Drop-off and pick-up of students at the Property will not be allowed. It is the responsibility of CCA to convey these rules to the students, coaches, faculty, and parents, and for CCA to enforce said rules.

(e) **4. Insurance and Indemnification**

(a) *Insurance.* CCA shall at its sole cost provide liability coverage with the City named as an additional insured in the amount of One Million (\$1,000,000.00) Dollars per occurrence, and Three Million (\$3,000,000.00) Dollars in the aggregate. All insurance shall be obtained from companies authorized to do business in the State of Florida and which have an AM Best rating of at least "A". Within five (5) days of the Effective Date, CCA shall cause the insurance company to provide a certificate of insurance confirming that the City is insured by the insurance company in accordance with the provisions of this Agreement. Further, CCA and the insurance company shall provide the City with a copy of the policy of insurance within thirty (30) days of the Effective Date. Further, the policy and certificate shall provide for not less than thirty (30) days advance notice to the City before cancellation, expiration or alteration of any policy of insurance. CCA agrees to maintain such policy of insurance during the term of this Agreement, and any failure to do so will constitute a breach of this Agreement. Also, the policy will be primary over any other collectible insurance for any Jiability arising out of claims in connection with this Agreement.

(b) *Indemnification.* CCA hereby indemnifies and agrees to hold harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person arising from any act or omission of CCA or its agents, officers, employees, contractors, or students related to CCA's use of the Property, but

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excluding only such matters that are caused by the sole negligence of the City or its officials or employees. This paragraph shall survive termination and expiration of this Agreement.

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

(e) **5. Term & Breach**

(a) Duration. Unless earlier terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be ten (10) years from the Effective Date of this Agreement, and ~~shall will~~ automatically renew for additional ten (10) year periods unless either party delivers written notice to the other party of its intent not to renew at least ninety (90) days prior to expiration of the current term.

(b) Termination. The City may terminate this Agreement prior to the expiration upon ninety (90) days written notice if the City determines in its sole discretion that the Property should be sold or used for some other purpose. CCA may terminate this Agreement upon ninety (90) days written notice to the City, after which termination, CCA shall cease all use of and responsibility for maintenance of the Property. Either party may terminate this Agreement upon breach by the other party if the breaching party fails to cure the breach, or take reasonable steps to cure the breach, within thirty (30) days written notice of the breach to the other party. Provided however, that if the City terminates this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, the City shall reimburse CCA the reasonable construction expenses for the physical improvements to the Property approved by the City which expenses were paid by CCA as such are documented to the reasonable satisfaction of the City in improving the Property, on a pro rata basis proportionate to the number of years remaining in the term. Should CCA terminate this Agreement prior to the end of the initial 10-year term and provided the improvements to the Property made by CCA are in good condition, CCA shall forfeit all rights to the improvements and the City shall not reimburse CCA for any improvements. The City and CCA may at any time mutually agree to terminate this Agreement.

(c) Property Condition. Upon termination or expiration of this Agreement, CCA shall remove all tangible personal property and equipment, except to the extent the City otherwise allows such to remain, and leave the Property in good, clean, and neat condition, aside from wear and tear due to normal use.

(d) Default. The following occurrences or events shall constitute a material default of this Agreement by CCA for which the City may immediately terminate this Agreement upon written notice to CCA: (i) the filing by or against CCA in any court, pursuant to any statute, either of the United States or any state, of a petition in bankruptcy alleging insolvency or seeking reorganization, the appointment of a receiver or trustee, an arrangement under the Bankruptcy Acts, or any similar type of proceeding and the failure of CCA to cause any such filing to be dismissed within a period of 20 days after the date of such filing; (ii) CCA making or proposed making of an assignment for the benefit of creditors; or (iii) CCA abandons use of the Property for a period of six (6) months or more.

(f) **6. General Provisions**

(a) Attorney Fees. In the event of any dispute or any lawsuit to enforce the terms of this Agreement, each party shall bear their own attorneys' fees and costs.

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

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(c) Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach of default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Further, nothing herein shall constitute a waiver of the City's home rule or police power authority.

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

(e) Binding Effect & Assignment. This Agreement shall be binding upon the parties and their respective successors in interest and title. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by CCA without the prior written consent of the City, in the City's sole discretion.

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

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

(h) Warranties/Representations. Each party represents that he, she, or it has full authority to execute this Agreement. The City makes no representations or warranties regarding the suitability of the Property for any use to which CCA intends to put or will put the Property. CCA warrants that CCA has full right and authority to engage in the activities that CCA intends to pursue on the Property under this Agreement. The City in no way warrants or guarantees that CCA will be able to obtain any necessary permit or approval from the City or other governmental agency.

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(i) Time of the Essence. Time is of the essence for performance of obligations under this Agreement.

(j) Notice. Any notices permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted

electronically, or within three (3) days after depositing with the United States Postal Service, postage prepared or by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service, to a party's address as provided in the introductory paragraph of this Agreement.

(k) *Compliance with Laws/Regulations.* CCA shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. CCA shall be responsible for: (i) securing all appropriate permits and approvals related to the design, permitting and construction on, and use of the Property from the City unless and then only except as may be otherwise expressly provided herein; and (ii) for complying with all applicable state and local agencies, concerning CCA's use of the Property and operation thereon under the Agreement.

(l) *No Pledge of Taxation.* In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws but shall be performed or paid solely from legally available revenues and appropriated funds.

(+)

(m) *Execution, Effective Date & Non-Waiver.* This Agreement may be executed in separate copies by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and approved by the Belle Isle City Council (the "Effective Date"). By approving and executing this Agreement, the City in no way waives the City's right to contest, and the City does not hereby consent to or agree to the validity of, CCA's bylaws and past or future modification of the CCA bylaws which have diminished or will in any way diminish the City's right to appoint or select CCA board members, and any other actions of CCA which have been or will be inconsistent with the school charters or any provision of law.

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

CITY OF BELLE ISLE

Nicholas Fouraker Mayor

Attest:

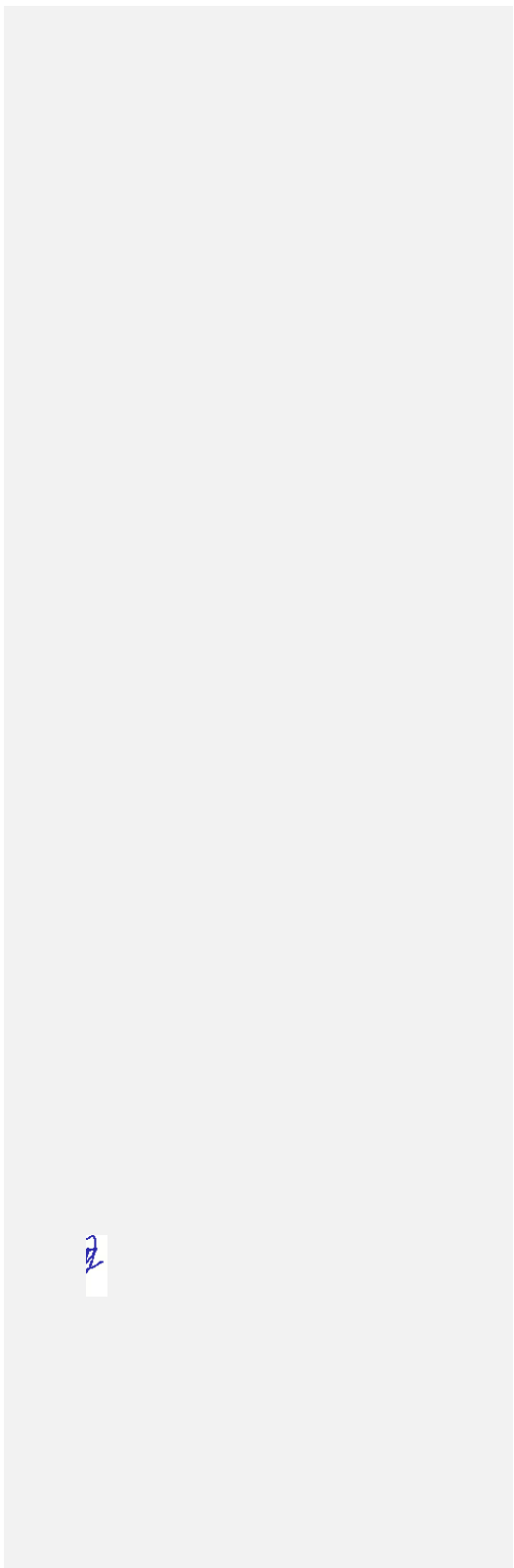
Yolanda Quiceno, City Clerk

Date: _____

CORNERSTONE CHARTER ACADEMY,
INC.

By: _____
William S. Brooks
Its: President/Chairman

Date: _____



2

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

Meeting Date: September 5,2023
To: Honorable Mayor and City Council Members
From: Interim City Manager, Chief Grimm
Subject: Donation Request to Support Ducktoberfest

Background: The PTSA is requesting a donation to the City to sponsor Ducktoberfest. The City has sponsored this event in the past. The event will take place on October 7th from 10 am to 2 pm.

Last year, we didn't have enough money remaining in the donation account so Council approved splitting it and having \$200 be funded from the next FY.

For this fiscal year (FY22-23) the City has \$1200 remaining in the donation line so we can expense the entire thing in the current FY. Because it's a donation, the timing doesn't matter as far as the event being in October.

Staff Recommendation: Approve the donation of \$400 to Ducktoberfest. The Council can approve another amount if they so choose.

Suggested Motion: I move that we approve \$ for Ducktoberfest sponsorship.

Alternatives: Do not donate.

Fiscal Impact: Donated Amount

Attachments: Donation Request



Dear Community Partner,

We are excited to announce that Ducktoberfest is back at Cornerstone Charter Academy! Ducktoberfest is an all day event on Oct 7th starting at 10am-2pm.

There is so much to do and see, you won't want to miss getting scared in the Haunted Hallway or shopping at our vendor tables. Inside the gym, there will be our famous cake walk, enter to win a cake! We will have carnival games, bounce houses, food, local school clubs, shopping and so much more!

We would love for your company to be a part of this fun, family festival as a sponsor. Please find sponsorship application attached to this letter.

We hope that you can join us for this fun, family community filled day!

You can send a check made out to CCA PTSA sent to CCA PTSA 906 Waltham Ave. Belle Isle, FL 32809

Please reach out to me at jgillespie614@gmail.com with any questions.

Best,

Julie Gillespie
Cornerstone Charter Academy PTSA President
Ducktoberfest Chair

Cornerstone Academy PTSA
906 Waltham Ave. Belle Isle, FL 32809

CCA PTSA is pleased to

Present:

DUCKTOBERFEST

Fall Family Festival

October 7th 2023 10am-2pm



Sponsor Application

Deadlines for application is September 16th

Business Name: _____

Contact Person: _____ Phone: _____

Business Address: _____

Email Address: _____

Please Circle Sponsorship Level

Presenting Sponsor: \$600

Name logo on all volunteer t-shirts, company name on large sign on Hansel Ave, name on all Ducktoberfest marketing materials, name on sponsor banner at festival entrance, listed on Facebook with link to company website, 1 vendor table, and 6 entrance wristbands.

Harvest Sponsor: \$450

Name on all Ducktoberfest marketing materials, included on sponsor banner at festival entrance, listed on Facebook with link to company website, 4 entrance wristbands.

Maple Sponsor: \$250

Listed on Facebook with link to company website, 3 entrance wristbands.

*Make the check payable to CCA PTSA and mail to:
Cornerstone Academy PTSA, 906 Waltham Ave. Belle Isle, FL 32809.*

Or pay online at: <https://ccapta.memberhub.com/store>

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

Meeting Date: September 5,2023
To: Honorable Mayor and City Council Members
From: Interim City Manager, Chief Grimm
Subject: Control Specialist Piggyback Agreement 2023-2024

Background: The existing Traffic Signal Maintenance Agreement (TSMA) between The City of Belle Isle and Traffic Engineering and Management, d/b/a Control Specialists (TEM) that piggybacks the City of Winter Garden is set to expire on September 30th 2023.

As per Section 2 (“Term”) of our “Agreement” dated January 28th, 2021, TEM has provided an updated agreement extending the “Agreement” for another year, until September 30th, 2024, with a rate increase of 5%.

Staff Recommendation: Approve the extension as TEM is a sole source contractor.

Suggested Motion: I move that we approve the Traffic Engineering and Management, d/b/a Control Specialists with the 5% increase.

Alternatives: Do not approve and find an independent contractor for service.

Fiscal Impact: Contracted Amount

Attachments: Agreement

CONTRACTOR: Traffic Engineering and Management, LLC

REGULAR MAINTENANCE CONTRACT (1 Year Extension Contract)															
ITEM #	QTY	ITEM DESCRIPTION	TOTAL												
1.	12 Months	<p>Contract Year One (October 2023 - September 2024)</p> <table border="1"> <thead> <tr> <th>Type of Signal</th> <th>Number of Signals</th> <th>Unit Price Per Signal</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>Traffic Signal</td> <td>4</td> <td>\$96.60</td> <td>\$386.40</td> </tr> <tr> <td>Flashing Beacons</td> <td>8</td> <td>\$48.30</td> <td>\$386.40</td> </tr> </tbody> </table> <p>Maintain traffic signals, school zone flashing lights, beacon lights, solar powered flashing stop signs, advanced beacons, and pedestrian signals as listed in the Scope of Service.</p> <p>TOTAL Unit Price Per Month (\$_772.80_) Year 1</p>	Type of Signal	Number of Signals	Unit Price Per Signal	Total Cost	Traffic Signal	4	\$96.60	\$386.40	Flashing Beacons	8	\$48.30	\$386.40	\$_9,273.60_
Type of Signal	Number of Signals	Unit Price Per Signal	Total Cost												
Traffic Signal	4	\$96.60	\$386.40												
Flashing Beacons	8	\$48.30	\$386.40												
2.	2 Lump Sum	<p>ANNUAL REVIEW TIMING AND PHASING</p> <p>(\$_____)</p>	\$__N/A_____												
3.	2 Lump Sum	<p>ANNUAL REVIEW MAST ARM INSPECTION</p> <p>Inspection of mast arm structures, foundations and signals. The results of the inspection will be reviewed, reported and coordinated for further action and pricing.</p> <p>(\$_____)</p>	\$__N/A_____												
4.	Material	Load Switch	\$ 26.25												
5.		Flasher	\$ 26.25												
6.	Pull Boxes	13"x24"x12"	\$ 980.00												
		17"x30"x12"	\$ 1,080.00												
		24"x36"x18"	\$ 1,200.00												
		Round or Rectangular Splice Box	\$ 3,000.00												
7.	Controller	M60	\$ 4,725.00												
8.	Florescent Bulb	20" Florescent Cabinet Bulb	\$ 8.00												

REGULAR MAINTENANCE CONTRACT (2 Year Base Contract)			
ITEM #		ITEM DESCRIPTION	TOTAL
9.	LED's	12" Green LED Ball	\$62.00
10.		12" Yellow LED Ball	\$ 64.00
11.		12" Red LED Ball	\$ 58.00
12.		12" Green LED Arrow	\$ 64.00
13.		12" Yellow LED Arrow	\$ 68.00
14.		12" Red LED Arrow	\$ 64.00
15.	Ped Modules	12" 1 Way Module	\$251.00
16.		12" 2 Way Module	\$502.00
17.	MMU/Conflict Monitor	Repair	\$245.00
18.		Replace	\$1,650.00
19.	Ped Button	Standard	\$118.00
20.		Bull Dog	\$160.00

		HOURLY RATES (Estimated hours)	
ITEM #		ITEM DESCRIPTION	RATE
21.		REGULAR REPAIR SERVICE Hourly service rates to include one (1) laborer as required between the hours of 7:00 a.m. and 5:00 p.m.	\$__115.00__
22.		EMERGENCY REPAIR SERVICE Hourly service rates for repairs during evenings, weekends, and holiday periods to include one (1) Technician.	\$__135.00__
23.		BUCKET TRUCK Hourly service rate for bucket truck with operator.	\$__150.00/HR__
24.		LIFT TRUCK Hourly service rate for lift truck with operator.	\$_150.00/HR_
25.		AUGER/CRANE TRUCK Hourly service rate for auger/crane truck with operator.	\$_190.00/HR 4 HR Min
26.		SERVICE VEHICLE Hourly service rate for service vehicle with operator.	\$__77.00/HR__

ADDITIONAL UNIT PRICES (To be utilized as required throughout the term of this agreement)		
ITEM #	ITEM DESCRIPTION	TOTAL
27.	Repaint Mast Arm Structure, Single Arm Pricing includes Maintenance of Traffic for painting operation (\$_____)	\$__N/A_____
28.	Repaint Mast Arm Structure, Double Arm Pricing includes Maintenance of Traffic for painting operation (\$_____)	\$__N/A_____
29.	Replacement Parts: Percentage Mark Up Over Cost	__15____%
30.	Additional Signalized Intersections or Flashing Beacon Assemblies may be added to the contract at the same rates as shown in Item #1 above.	
31.	After the initial three (3) term, the contract may be extended for two additional one year terms with an optional increase not to exceed 5% per year.	

Emergency Phone Numbers and Contact Person:

Al LaShier
Contact Name

alashier@controlspecialists.com
E-mail Address

(407) 628-1965
Office Phone Number

(321) 431-7098
Emergency Number

**CITY OF BELLE ISLE
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this 1ST day of February, 2014 by and between the CITY OF BELLE ISLE, hereinafter referred to as "OWNER" and TRAFFIC MANAGEMENT and ENGINEERING dba CONTROL SPECIALISTS, hereinafter referred to as "CONTRACTOR".

1. **SCOPE OF WORK.** The Contractor shall be available on the request of the Owner to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to Exhibit A: Traffic Signal Intersections Maintained and Operated for The City of Winter Garden (attached).
2. **TERM.** This Agreement shall be for an initial term of one (1) year from the date of the Agreement; however, the Owner shall have the right to cancel and terminate this Agreement, in its sole discretion, during the term thereof, upon giving written notice to the Contractor at least ninety (90) days prior to the intended date of termination. In the event of termination the Contractor shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by the Owner up to the date of termination provided it is acknowledged that the Contractor shall not be entitled to any damage liquidated or otherwise caused as a result of such termination.

It is mutually agreed between both parties that this Agreement may be extended at the expiration of the initial term for a period of one (1) to five (5) years from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. Rates are subject to change, but not to exceed five percent (5%) in a given year.

3. **EXECUTION OF WORK.** The Contractor shall execute the work under this Agreement in the following manner:
 - a) The Contractor certifies that it is a full-time specialized contractor in the State of Florida, and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for the Owner.
 - b) The Contractor shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by the Owner's designated personnel, hereinafter referred to as Director.
 - c) The Contractor shall provide qualified employees of the Contractor who shall be available at all times, day and night, for on-site consultation with the

Director regarding traffic signal issues. The Contractor shall furnish the name and telephone number of such representative to the Director upon execution of this Agreement.

- d) The Contractor shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear.
- e) The Contractor, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
- f) The Contractor shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
- g) The Contractor shall promptly notify the Director of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- h) The Contractor shall promptly report to the Director any unauthorized construction or repair work by others on the Owner's equipment being maintained under this Agreement. The Contractor shall also report any construction or repair work in progress that may endanger or damage the equipment of the Owner's system.
- i) The Contractor shall act in the best interest of the Owner in selection of material and equipment which has been authorized for purchase by the Director. In addition, the Contractor shall advise and assist the Director regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the Contractor.

4. JOB NUMBERS:

- a) The Contractor, prior to commencement on any routine maintenance, shall receive a Purchase Order Number from the Director. Upon completion of the work the Contractor shall notify the Director of the scope, nature and

cost of such work performed. Exhibit "C" Traffic Signal Maintenance Inspection List shall be completed with each routine maintenance inspection.

- b) The Contactor, at the beginning of each week, shall submit to the Director a copy of all invoices for approval of payment. A separate invoice shall be used to identify each job.
 - c) The Contractor shall be issued a separate Purchase Order and Job Number from the Director prior to the commencement of any work to be performed for non routine maintenance, construction, major repairs and capital purchases. If the Director orally directs that a repair be made during non-working hours, a Job Number will be issued to the Contactor on the next normal day of operation to cover the pre-authorized cost of the repair.
5. COMPENSATION: The Owner shall pay the Contractor for work performed as outlined in Exhibit "B".
 6. EXTRA WORK: It is understood and agreed under this Agreement that the Contractor shall hold itself ready at all times to perform emergency planned maintenance for the Owner on traffic lights, caution lights, school flashers and roadway safety lighting. In addition, the Owner shall have the Contractor perform the installation and construction of new equipment for the Owner under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the Owner. If the Contractor desires to perform any work or project involving new installations or major repairs, the Contractor shall furnish the Owner with a firm price for all the work necessary to perform such major repair or to complete such new construction.
 7. TIME AND CHANGES: If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence, or any other special feature of a traffic signal, the Director shall be notified in writing giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The Director shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The Director must authorize any and all timing changes on Owner's traffic signals. Whenever the Director determines a condition that warrants the modification of timing or dial settings on traffic control systems, the Director shall advise the Contractor of such changes and the Contractor shall keep timing and dial setting in accordance with the Director's instructions at all times. If the Director is unavailable in the event of an emergency the Contractor shall make such time changes as are necessary.
 8. CONTRACTOR'S RECORDS: The Contractor shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under

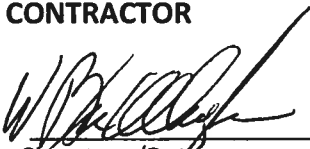
this Agreement. The Contractor hereby grants the Owner and its duly authorized representative's permission to audit and review any and all of the Contractor's records pertaining to the Agreement. The Contractor shall furnish the Owner all invoices and statements for which it requests reimbursement.

9. **METHOD OF PAYMENT:** Upon completion of all work under a Purchase Order and/or Job Number, the Contractor shall submit an invoice to the Director for approval. The invoice shall reference the Purchase Order and/or Job Number, the date, time, location, reporting agencies, repairs made and the itemized costs.
10. **PERFORMANCE BOND AND LABOR/MATERIAL BOND:** The Contractor shall post a labor and material bond in the amount of \$10,000.00 which shall guarantee payment by the Contractor of all sums of money due for any labor and materials furnished under this Agreement. The Contractor shall also furnish a performance bond in the sum of \$10,000.00 which shall guarantee performance of any and all duties under this Agreement. For new construction or other major projects, the Owner may require a bond of a greater amount.
11. **INSURANCE:** The Contractor shall provide and maintain at all times during this Agreement, without cost or expense to the Owner, policies of insurance generally known as liability policies, insuring the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damage to property in connection with this Agreement. Said policies shall insure the Contractor in the amount of not less than \$1,000,000.00 per person, in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence and property damage insurance in the amount of \$1,000,000.00. The Contractor shall provide and maintain Worker's Compensation insurance as required by Florida State Statute 440. The Owner shall be entitled to thirty (30) days notice of any change or cancellation in said policies. The Owner shall be named as additional insured under any and all public liability policies.
12. **FINAL PAYMENT:** The Owner shall hold the final payment due the Contractor until all equipment has been inspected and inventoried. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the Owner, shall be made prior to the beginning and termination of the Agreement.
13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute the Contractor, or any of its agents or employees as the agent, employee or representative of the Owner.

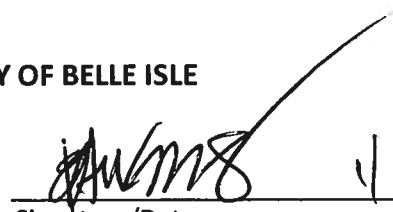
The Contractor agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement and shall be responsible for the agreements they shall make with the third party or for those obligations incurred by the Contractor to such third parties in carrying out the terms of this Agreement.

- 14. TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have a right to terminate this Agreement by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
- 15. PERSONAL SERVICE CONTRACT: This Agreement is not assignable by the Contractor without the expressed written consent of the Owner.
- 16. ENTIRE AGREEMENT: It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.
- 17. SEVERABILITY: In the event a Court of Competent Jurisdiction finds any sentence, provision, paragraph or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

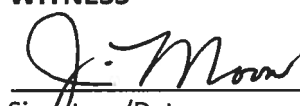
CONTRACTOR


Signature/Date 02-24-14

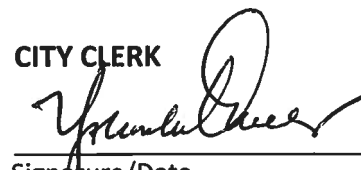
CITY OF BELLE ISLE


Signature/Date 1/14/14

WITNESS


Signature/Date 2/24/14

CITY CLERK


Signature/Date 1/14/14

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EXHIBIT "B"
TRAFFIC SIGNAL MAINTENANCE COST SCHEDULE

	TYPE	PER HOUR COST
LABOR	Drive Time	N/A
	Emergency Repair Time Monday-Friday 7:30 am to 4:30 pm	\$87.00
	Emergency Repair Time Monday-Friday 4:30 pm to 7:30 am	\$110.00
	Emergency Repair Time 4:30 pm Friday to 7:30 am Monday	\$110.00
	Emergency Overtime	\$110.00
EQUIPMENT	Bucket Truck	\$93.00
	Lift Truck	\$93.00
	Auger/Crane Truck	\$144.00
	Service Vehicle	\$58.00
	Other	N/A
MATERIALS	TYPE	PER UNIT COST
	Load Switch (FDOT Cert# 1620221401)	\$24.00
	Flashers (FDOT Cert# 1631221401)	\$24.00
	Detectors A. Rack Mount 1. 2-Channel (FDOT Cert #1351221402)	\$120.00
	Detectors B. Shelf Mount 1. 1-Channel (FDOT Cert #1351221405)	\$95.00
	2. 1-Channel w/Delay (FDOT Cert #1351221406)	\$119.00
	Fan 110 -120 VAC 5" w/Roller Bearing	\$24.00
	Pull Box (Small) A. 12" x 24" x 12" Pull Box w/Heavy Duty Lid	\$230.00
	B. 17" x 30" x 12" Pull Box w/Heavy Duty Lid	\$360.00
	C. 24" x 36" x 18" Pull Box w/Heavy Duty Lid	\$675.00
	D. 39" Round x 39" Deep Pull Box w/Heavy Duty Lid	\$1710.00
	Cabinet (New) Cabinet Type 5 Wired (FDOT Cert# 1444040101)	\$8150.00 off system
	Controller NEMA TS2 Type 2 Controller – Eagle EPAC M-52 (FDOT Cert# 1552080102)	\$2987.00

EXHIBIT "B"
TRAFFIC SIGNAL MAINTENANCE COST SCHEDULE (cont.)

	TYPE	PER UNIT COST
MATERIALS (Cont.)	Bulb 20 Watt Florescent	\$6.50
	LED Bulb (GYR)	\$133.00
	A. 12" Green LED	
	B. 12" Yellow LED	\$96.00
	C. 12" Red LED	\$68.00
	D. 12" Green LED - Arrow	\$108.00
	E. 12" Yellow LED - Arrow	\$103.00
	F. 12" Red LED - Arrow	\$65.00
	LED Ped Module	\$345.00
	A. 12" LED Countdown Standard 1-Way	
	B. 12" LED Countdown Standard 2-Way	\$745.00
	Conflict Monitor (Repair)	\$86.00
	A. Repair – Malfunction Management Unit 16LE (FDOT Cert# 1611080203)	
	B. Replace – Malfunction Management Unit 16LE (FDOT Cert# 1611080203)	\$865.00
Ped Button ADA Ped Pushbutton (FDOT Cert# 1390201109)	\$51.00	
OTHER MATERIALS	(As Needed): Cost plus 15%	
INSTALLATIONS	Loops (Vehicle Detection)	
	"B" Loop	\$650.00
	"F" Loop	\$950.00
PREVENTIVE MAINT.	(Per Intersection/Per Month)	\$87.00

*** NOTE:** REPLACEMENTS AND NEW INSTALLATIONS SHALL BE BID ON A TIME PLUS MATERIALS BASIS. ALL MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS.

EXHIBIT "C" TRAFFIC SIGNAL MAINTENANCE INSPECTION LIST

1. SIGNAL OPERATION:		
a) Observed operation for one complete cycle	YES	NO
2. INSPECT THE TRAFFIC SIGNAL ASSEMBLY: (Look for the following)		
a) Bulbs and/or LED degradation	YES	NO
b) Broken signal heads, visors, lens	YES	NO
c) Broken or loose brackets	YES	NO
d) Loose disconnect hanger and door	YES	NO
3. ELECTRIC SERVICE:		
b) Conduit riser secure	YES	NO
c) Meter/can "safe"	YES	NO
d) Secure breaker cover	YES	NO
4. POLES:		
a) Rake appearance OK	YES	NO
b) Any visible breakage within pole	YES	NO
5. PEDESTRIAN SIGNALS:		
a) Signal heads, lens, bulb broken or out	YES	NO
b) Sign OK	YES	NO
c) Push button detector operational	YES	NO
6. CABINET AND BASE:		
a) Secure and weather tight	YES	NO
b) Any visible damage to cabinet or base	YES	NO
7. CABINET INTERIOR:		
a) Detectors tuned	YES	NO
b) Random checked conflict monitor	YES	NO
c) Observed flash condition, including police door	YES	NO
d) Observed controller operation	YES	NO
e) Checked pre-empt if possible	YES	NO
f) Checked time clock operation	YES	NO
g) Cleaned cabinet interior	YES	NO
h) Checked status of system (online/offline)	YES	NO
i) Observed that cameras and camera system are working	YES	NO
8. SOLAR POWERED SIGNALS:		
a) Checked security of panels	YES	NO
b) Reviewed program of operation	YES	NO
c) Observed operation	YES	NO
d) Checked batteries	YES	NO