



city council agenda

Agenda
March 7, 2017 * 6:30 PM
City Council Regular Session
City Hall Chambers, 1600 Nela Avenue

Lydia Pisano Mayor	Frank Kruppenbacher City Attorney	April Fisher Interim City Manager	Ed Gold District 1	Anthony Carugno District 2	Jeremy Weinsier District 3	Bobby Lance District 4	Harv Readey District 5	Lenny Mosse District 6	Sue Nielsen District 7
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Welcome

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofbelleislefl.org.

Meeting Procedures

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

1. Call to Order and Confirmation of Quorum
2. Invocation and Pledge to Flag –Harv Readey, Vice Mayor-Commissioner District 5
3. Consent Items:
 - a. Proclamation declaring April as Water Conservation Month
 - b. Approval of City Council Regular session minutes – February 7, 2017
 - c. Approval of City Council Workshop session minutes – February 17, 2017
4. Republic Services Re-route Proposal Presentation
5. Citizen's Comments
6. ORDINANCE 17-02 FIRST READING AND CONSIDERATION
AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE CODE OF ORDINANCES CONCERNING **BOAT DOCK REGULATIONS**; BY AMENDING PART II, CODE OF ORDINANCES; BY AMENDING SUBPART B, LAND DEVELOPMENT CODE; BY AMENDING CHAPTER 48, ENVIRONMENTAL REGULATIONS, ARTICLE II, BOAT DOCKS; BY AMENDING CHAPTER 54, ZONING DISTRICTS AND REGULATIONS; BY AMENDING SECTION 54-1, RESTRICTIONS UPON LAND, BUILDING AND STRUCTURES; BY AMENDING SECTION 54-79, RETAIL COMMERCIAL DISTRICT C-1; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
7. Attorney's Report
 - a. City Manager Employment Agreement
 - b. General Planning Services Agreement
8. City Manager's Report
 - a) Landscape Maintenance Request for Proposals
 - b) Charter Review date
9. Mayor's Report
 - a) Feral cats
 - b) Bing Grant discussion
10. Council Report
 - a. Google/Gmail accounts – IT Proposal
11. Adjournment

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



City of Belle Isle, Florida
Office of the Mayor

Proclamation

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

WHEREAS, The State of Florida, Water Management Districts and the City of Belle Isle are working together to increase awareness about the importance of water conservation; and

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

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

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

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

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

Water Conservation Month

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

Attest _____

Yolanda Quiceno
CMC-City Clerk

Lydia Pisano, Mayor



city council minutes

AGENDA February 7, 2017 * 6:30 p.m. City Council Regular Session

The Belle Isle City Council met in a City Council Regular Session on February 7, 2017 at 6:30 p.m. at the City Hall Chambers located at 1600 Nela Avenue, Belle Isle, FL 32809.

Present was:

Mayor Pisano
Vice Mayor Readey
Commissioner Gold
Commissioner Carugno
Commissioner Weinsier
Commissioner Lance
Commissioner Mosse
Commissioner Nielsen

Absent was:

Attorney Kruppenbacher

Also present was Attorney Callan, Interim City Manager April Fisher, Chief Houston and City Clerk Yolanda Quiceno. Meeting audio is available on the City's website and at City Hall.

CALL TO ORDER

Mayor Pisano called the meeting to order at 6:35pm. Comm Weinsier gave the invocation and led the pledge to the flag.

PRESENTATION

Chief Houston gave a special Life Saving Award recognition to Officer Cornwell and Officer Garcia.

Interim City Manager April Fisher requested a continuance of agenda item #10 and item #13(a) to a future Council meeting.

In respect to Item #10, Ordinance 17-02, there are some specific questions with respect to some of the numbers and terms used. She would like to open discussion with Chairman Woods and Comm Lance; both have extensive knowledge to these regulations, to work through some of the concerns before presenting to Council for approval.

We had a request from the homeowners association to have the engineer who prepared the plans for the Lake Conway Shores Drainage Improvement Program (Item #13a), meet with them on site before presenting the plan to City Council for approval.

CONSENT ITEMS

- a) Approval of City Council Regular Session December 6, 2016 minutes
- b) Approval of City Council Regular Session January 3, 2017 minutes
- c) Approval of City Council regular Session January 11, 2017 minutes

**After discussion, Comm Nielsen moved to approve consent agenda items as corrected.
Comm Weinsier seconded the motion which was passed unanimously.**

CITIZEN COMMENTS

Mayor Pisano opened for public comment.

Steve Upp residing at 5413 Pasadena Drive spoke on the Venetian Boat Ramp. He shared his concerns and asked to be part of the discussion that will help mitigate a solution that will help the residents on either side of the ramp without restricting access to others.

There being no further public comment cards, Mayor Pisano closed citizen comments.

RESOLUTION NO. 17-01

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET TO ACCOUNT FOR OFF-DUTY PAY WITHIN THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

Comm Lance moved to approve Resolution No. 17-01.

Comm Gold seconded the motion.

Comm Nielsen asked for clarification on the routine process for these types of Resolutions.

April Fisher said the Police Officers are allowed to provide off duty police services. The City recognizes that it should not be subsidizing this service and the City follows the procedures to account for the incoming revenues and ensures that they are accounted for within the budget.

After discussion, Resolution 17-01 was unanimously approved.

RESOLUTION NO. 17-02

A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AMENDING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET TO ACCOUNT FOR MARINE PATROL SERVICES WITHIN THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

Comm Gold moved to approve Resolution No. 17-02.

Comm Nielsen seconded the motion.

April Fisher stated that this is the same situation as the previous resolution, however, it does fall under a separate line item. When police officers perform marine patrol we receive revenue and the City is not subsidizing the services. This Resolution recognizes the actual incoming amount.

After discussion, Resolution 17-02 was unanimously approved.

APPLICANT MATTAMY ORLANDO LLC - Case No. 2017-01-011

Pursuant to City of Belle Isle Land Development Code Sec. 50-33(3)(b)4, City Council shall review and take action on a final plat, submitted by applicant Mattamy Orlando LLC consisting of four tax parcels referenced by their Orange County Tax Parcel ID Numbers as follows 29-23-30-0000-00-011, 29-23-30-0000-00-018, 29-23-30-0000-00-019 AND 29-23-30-0000-00-020 Belle Isle, Orange County, Florida.

Mayor Pisano opened for public comment.
There being none she closed the public comment section.

Clarke Sprinkle, representing Mattamy Homes with offices at 1900 Summit Powell, Orlando, FL requested approval of the presented plat for the Brighton Park project. He stated the device that would shield traffic and have it right-in and left-out only will be installed in approximately three weeks.

Comm Lance said the device will deter those coming out of the townhomes from going straight at the entrance. Mr. Sprinkle said yes.

Comm Lance further shared the concern of the Daetwyler Shores residents regarding those heading south on Daetwyler Road and the left turn off of Daetwyler Road into Daetwyler Shores. Mr. Sprinkle said he is currently working with Orange County MOT to ensure safety and consistency.

Comm Carugno asked about the numbering of the parcel identification numbers. Mr. Sprinkle said those parcels are designated by the Orange County Appraisers office. Once the plat is recorded there will be one parcel created for the project. Discussion ensued on the use of the open space.

Attorney Callan asked if the City Attorney has reviewed the association documents and declarations of conditions and covenants. Mr. Sprinkle said it was provided, however, he has not received any comments. Attorney Callan clarified that the roads, conservation and storm water tract are private. Mr. Sprinkle said yes, there will be nothing in this community that will fall upon the City to maintain. It will be solely maintained by the Homeowners Association and no City tax dollars will be used.

Attorney Callan made the following comments before approval,

1. On paragraph 2 and 3 of the cover sheet it reads “dedicated” and he would like to request to have it changed to, “reserved” or “conveyed”; and
2. He further asked for Council approval upon the City Attorney’s satisfaction and review of the association documents; and
3. The plat should refer to the recording of the association documents for an orderly recording of the document.

Mr. Sprinkle requested a small change to the request. He asked if the plat can be recorded and have the documents reference the page name and recording.

Comm Carugno asked if the drainage pond Tract B contained. Mr. Sprinkle explained that the out flow structure will flow to Orange County drainage canal.

Attorney Callan asked if they are planning to build anything on the Tract A conservation. Mr. Sprinkle said it is a conservation area in perpetuity. Attorney Callan asked if he will be willing to have the City place a restriction on Tract A that it cannot be developed. Mr. Sprinkle agreed with the changes and referenced Note #2 on the plat cover page.

Comm Lance moved to approve and accept the final plat submitted by applicant Mattamy Homes Orlando LLC consistent with the four tax parcels referenced by their tax identification numbers as written in the agenda, including the caveats agreed upon by the applicant and Attorney Callan.
Comm Nielsen seconded the motion.

Comm Weinsier, in abundance of caution, recused himself from the vote due to his family’s prior ownership of the property. Attorney Callan noted that he will not need to provide a Form 8B.

Comm Carugno asked if the additional homes will affect and increase the traffic. Mr. Sprinkle said they did look at that concern and part of the study was to eliminate the ability to have resident going straight through Daetwyler Shores. Another consideration was to add one left turn lane to not disrupt traffic.

Comm Carugno further asked if the City of Belle Isle Police Department will have jurisdiction on that section of Daetwyler road.

Discussion ensued and Comm Lance stated that it is a County Road. He is working with Comm Pete Clarke as to the traffic light on McCoy and Daetwyler. In addition, he received information from the State Attorney's Office which states that it is not possible to place a control structure on McCoy Road. He, however, found precedence that this was done once in Orange County and is working to have this approved.

Motion passed 6:1, with Comm Weinsier recusing himself from the vote.

ORDINANCE 17-01 FIRST READING AND CONSIDERATION

AN ORDINANCE BY THE CITY OF BELLE ISLE, FL AMENDING THE CITY OF BELLE ISLE CODE OF ORDINANCES TO REPEAL ORDINANCE 78-17 and ORDINANCE 15-04; TO ADOPT A NEW **FLOOD DAMAGE PREVENTION ORDINANCE**; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

Comm Gold moved to approve Ordinance No. 17-01 for second reading and adoption.

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

ORDINANCE 17-02 FIRST READING AND CONSIDERATION

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE CODE OF ORDINANCES CONCERNING BOAT DOCK REGULATIONS; BY AMENDING PART II, CODE OF ORDINANCES; BY AMENDING SUBPART B, LAND DEVELOPMENT CODE; BY AMENDING CHAPTER 48, ENVIRONMENTAL REGULATIONS, ARTICLE II, BOAT DOCKS; BY AMENDING CHAPTER 54, ZONING DISTRICTS AND REGULATIONS; BY AMENDING SECTION 54-1, RESTRICTIONS UPON LAND, BUILDING AND STRUCTURES; BY AMENDING SECTION 54-79, RETAIL COMMERCIAL DISTRICT C-1; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Comm Nielsen moved for continuance to the February 21, 2017 agenda.

Comm Lance seconded the motion which unanimously passed 7:0.

ATTORNEY'S REPORT

Attorney Callan said Council may need to reopen discussion on hiring a permanent City Manager. April Fisher has graciously provided a drop dead date to get action on this issue. Council is the governing Board of the City and has the discretion to move forward with the following options, (1) continue with process where it was left off; (2) start a new, (3) or any version in between.

Vice Mayor Readey said due to the fact that we do have a date for April's resignation we need to move fast and feel it appropriate to bring forward the two candidates from the last act.

Comm Lance clarified that we had three candidates, however one of them has accepted another job.

Comm Mosse, Comm Lance and Comm Nielsen agreed to move forward and bring the two candidates back for a final interview. Comm Nielsen said the City should quickly schedule interviews with both candidates and allow them to speak with any citizens that chose to come and ask questions.

Comm Carugno was not part of the vetting process, but has faith in the decision of Council. He prefers to start the process over but understands there is not much time.

Comm Gold said he doesn't entirely agree, this is one of the biggest decisions that is going to affect the City in the most dramatic of ways. He does not like the idea of rushing into anything.

Mayor Pisano agrees this is one of the most crucial decisions. Attorney Kruppenbacher said we can move forward however, the investigation is not over on the alleged sunshine violations. She expressed, in transparency for the City, the process should start over again. Discussion ensued.

Comm Mosse moved to have the City Clerk contact the two candidates for interviews.
Vice Mayor Readey seconded the motion.

Attorney Callan asked if one of the two was not available what Council would like to do then.

Council said they can bring the one back or decide to restart the process.

Council expressed their concerns with the current process. After discussion, Comm Nielsen stated a substitute motion to offer a contract to Bob Francis because there are no questions there at all. Mayor Pisano said her dilemma is that the first interview was a phone interview and one cannot offer a contract to a City Manager with only a phone interview.

Comm Nielsen then restated, that she strongly supports Comm Mosses' motion however would like to add that they have an opportunity to speak with citizens. Comm Nielsen stated that she would like to have the City Clerk contact both candidates and scheduled within the week. The request should include travel expenses for both candidates.

Motion passed 5:2 to bring both candidates for a second interview with Comm Gold and Comm Carugno, nay.

CITY ATTORNEY'S REPORT

Attorney Callan opened discussion on the Venetian Boat Dock on Parkway and Pasadena. The issue has come up on having the gate being locked and giving residents access. Attorney Callan provided a legal opinion from Attorney Kruppenbacher dated February 7, 2017 recommending providing control of such a gate to one or more private citizens but recommends an alternative approach as described in the document, read by Attorney Callan as follows,

1. The city will be legally responsible for the acts of any individual who is provided the key as it relates to their use. The city's insurance carrier has confirmed this concern. Additionally, the city would also potentially be liable in the event the individual with the key was hurt in the process of locking and/or unlocking the gate.
2. The Attorney General has previously opined on the Florida Constitution prohibiting the use of tax dollars to provide a benefit to a few private citizens and not to the general public. This argument may not hold validity but is one that can be raised.
3. Emergency Services would be delayed in responding to any emergency relating to the lake in the event the gates were locked. This concern can be addressed.
4. Either assign the task of opening or closing the gate(s) to city employees or hire a part-time employee to do same. The part-time employee would then be properly covered for liability both from a third party and in the event they are injured. The city having non-employee personnel perform this task is neither professional nor an appropriate way to perform a city function and opens the city to unnecessary risks.

Discussion ensued on resident concerns, personnel, sovereign immunity and other various options.

Mayor Pisano opened for public comment.

1. Rick Wilson residing at 5437 Pasadena Drive shared his concerns with certain incidents that have occurred. He stated that he doesn't call the Police Department anymore because they do not respond in a timely manner. If the City chooses to delegate the citizens to have keys he doesn't have a problem because he believes the citizens will respect their rights. He would appreciate that Council pass something that would protect their privacy, their property and protect the liability that may come before the City. He stated that he has made it public record in a letter to the City Manager.
2. Steve Upp residing at 5413 Pasadena Drive shared his concern and said he is opposed to the gate being closed all the time without residents having keys.
3. Greg Gent residing at 2924 Nela Avenue said if residents do not have access they will go somewhere else. His concern is that if keys are provided to residents they will make copies for friends and family.
4. Phil Price residing on Daetwyler Drive asked if keys will be issued for all parks or just Venetian Boat Ramp.
5. Karl Shuck residing at 1658 Wind Willow Road said Trimble/Lagoon Park should also be included in the discussion.
6. Mr. Marsh residing at 5858 Cove Drive said control of the gates using technology, not just a manual lock, can be used and will go a long way.

Mayor Pisano asked Comm Carugno if he would be interested in having a public meeting with the neighbors of that neighborhood and bring back their comments to Council.

Comm Carugno motioned to table this issue for a future date to allow discussion of possible options with the citizens in the neighborhood. He further motioned to have the City Manager direct the Police Department to be proactive in scanning and patrolling the area throughout the day.

Attorney Callan said the 1925 plats have many layers of issues attached to them. Pasadena, Parkway and Conway have a unique status under the Florida Law and have the implied right to use that road as well as the public at large. He believes tabling the item for further discussion is recommended.

Comm Weinsier questioned if the ordinance is going to be changed or is it staying the way it is.

Comm Lance seconded the motion to table item #12 on the agenda for public discussion.

Motion was unanimously approved 7:0.

Comm Carugno motioned for the City Manager to direct the Police Department to be proactive with their patrolling of the Venetian Boat Ramp area throughout the day.

Comm Lance seconded for discussion.

Comm Lance spoke of a State Legislative action which greatly reduced the powers of the police department as far as who they can approach on a boat ramp. It will be very difficult to have the officers do their job. However having the police presence around will make the residents feel better.

Comm Weinsier said he does not feel it appropriate to direct the police department and micro manage their job. Vice Mayor Readey stated bringing up the concern at this meeting should be sufficient for the police department to act.

Motion passed 5:2 with Vice Mayor Readey and Comm Nielsen, nay

CITY MANAGER'S REPORT

City Comprehensive Plan Evaluation Report

April Fisher reported every seven years the State asks local governments to evaluate their comprehensive plan to determine if an update is needed. She has reviewed our comprehensive plan and has evaluated that it is currently up to date with respect to the State requirements. We have to provide notice to the State as to whether we are going to do an EAR process. If we do not notify the State we run the risks of not being able to update our comprehensive plan. She recommends, since we are up to date with our comprehensive plan that we do not enter into an EAR process. There are some updates that are needed with respect to the future land use amendment which includes assigning a future land use to the Brighton Park property and that can be done at anytime. A letter has been prepared for the Mayor's signature to send to the State notifying them that the City has evaluated the plan and will not be doing an EAR process.

Tree Board

The Tree Board will be having their first meeting on February 9, 2017 at 10:30 – 12:00pm.

MAYOR'S REPORT

Mayor Pisano reported on the following events,

- The second annual Easter Egg Hunt is scheduled for April 15, 2017 and would be covered by sponsors.

Comm Nielsen said Council should look at what special events the City should have for the rest of the year. She shared her concerns with the Christmas Snow Day Event and said the shaved ice creates a safety issue. Discussion ensued.

Comm Nielsen motioned that no special events are scheduled, and no one can access money from the budget for special events until Council has considered whether it is in the best interest of the City.

Discussion ensued on the Arbor Day and Lake Clean up celebration on April 29, 2017. Comm Nielsen stated one of the requirements to becoming a Tree City is having an Arbor Day celebration and asked if both events can be on the same day.

- Cornerstone Charter School Board met on January 25, 2017. Cornerstone continues to be an A school. Mayor Pisano also reported that the Charter School has purchased the Texaco Station and will be building admin offices and possibly a cafeteria to free up office space for additional classrooms.
Mayor Brooks will be presenting an architectural plan to Council for grading and landscaping for the Wallace property so that they can use it also as a practice field for lacrosse and soccer.
- Orange County Delegation met and she spoke about the Duck Hunting issue. She will be meeting with Representative Miller next week as a follow up.
- Tri County League luncheon will be held at Regal Marine and catered by Jay's catering company. The luncheon is being sponsored by A-1 Orange and will not be coming out of the City's budget.

Comm Carugno asked if the Wallace Property can be reserved for use and if Council approves the requests. Attorney Callan said the City should establish procedures on each City own facility and can be considered at some point and time.

Comm Nielsen said the property was purchased as a City open space city park for the use of the citizens. Council has not placed any restrictions or made any improvements on the property. She has reservations on the property being grading because it may affect the storm water drainage.

April Fisher added that this is one of the properties that will require a future land use designation and probably a rezoning. It is currently zoned as a single family residential and if the City starts to have commercial uses on the property it may cause an issue.

Vice Mayor Readey stated when the property was purchased it was his understanding that it was not going to be turned over to the Charter School to redevelop as an athletic auxiliary field for the school; that is yet to be discussed. He stated any proposals should be presented to Council for approval.

Mayor Pisano further mentioned that there are two openings on the Cornerstone Charter School Board. The applications are filled out on their website and automatically sent to Academica. Once the deadline is met, Academica will vet the applications, and then send to the City. Comm Nielsen said she did not hear anything about that process in the agreement that Attorney Kruppenbacher presented to Council. She understood these are City appointments, the City should be in charge of the process. Academica should not have anything to do with this process and neither should Cornerstone. Mayor Pisano said the applications go to Academica for compliance. Discussion ensued.

Mayor Pisano said she will add to the following agenda for the City Attorney clarification. Comm Nielsen said in the meantime the City should publish the openings on our website and in the newsletter. Mayor Pisano said the deadline for all applications is the last Wednesday of April.

COUNCIL REPORTS

District 1 – Comm Gold

Comm Gold asked if the Landscape Maintenance bids have been finalized. April Fisher said it already has been bid and she will be bringing forward her recommendations at the next meeting. She further added that she will bring forward her recommendations for the upcoming paving projects.

Mayor Pisano asked for a consensus for the Easter Egg Hunt. Council was in agreement with the event.

District 2 – Comm Carugno

Comm Carugno stated that he feels Council is letting the City down; lots of talking and very little action. He feels that the City is losing a lot of good people and it is due to no continuity and no communication. He shared his concerns on certain issues surrounding the city which included,

- He stated that he was not aware of the Landscape Proposals
- Newsletter should be delayed until after the election
- Council members should not campaign for any candidates or incumbents
- Concerned about the communication that is coming out of the Public Works department
- Current email system should not be changed and is not in agreement with the change to Gmail
- Will the Bing grants be awarded separately or can they be pooled
- Does not understand the drainage solution for the Cornerstone Football field runoff
- Concerns on the Cornerstone school traffic and the police department involvement
- He shared resident complaints on the Police Officers congregating in certain areas and their response time for calls. Chief Houston provided a chart showing their response time and discussed the different types of response codes. Discussion ensued on marine patrol and the importance of more lake presence.
- Discussed the use of security cameras and LED lighting on the Nela Bridge and the Venetian Boat ramp area.

In conclusion, Comm Carugno discussed the traffic on Daetwyler Road and Conway and asked if the City can annex the County Road. Attorney Callan said he will address the concern with Attorney Kruppenbacher and report back at a future meeting.

District 3 – Comm Weinsier

- Comm Weinsier said he has been using the Gmail system exclusively and does not have any access to anyone's email accounts and system. The City Clerk is currently the only administrator for the account.
- Comm Weinsier motioned to proceed to the next step in implementing Gmail and instruct the I.T. Manager to take the old system and begin forwarding all emails from the old system into the new addresses. The old emails will be available for a limited time and forwarded to Gmail simultaneously.

Mayor Pisano asked if the previous emails will be available through Gmail. She is concerned that she will lose nine years of emails. Discussion ensued.

Comm Weinsier restated his motion to instruct the IT Manager to implement whatever is necessary to transfer all old emails into the new system and begin forwarding the new emails as they come in.

Comm Nielsen seconded the motion.

April Fisher stated the IT Manager said the current server is owned by the City and will remain in place at no additional cost. He is willing to be the IT consultant for the Gmail component and manage both systems. Discussion ensued on the transition process.

Comm Gold asked for an addendum to make sure this will not have an astronomical cost to implement.

Comm Weinsier amended the motion to move Council and staff old emails and forwarding the new emails so long as it can be accomplished for under \$1,000. If it cannot be accomplished for under \$1,000 it should be brought back to Council for discussion and approval.

Comm Nielsen agreed to the amendment unanimously approved.

- Comm Weinsier shared his concern and disagreement with the discussion that Council is talking too much and nothing is being accomplished.

District 4 – Comm Lance

- Comm Lance thanked April Fisher for all she has done for the City and wished her well.
- Comm Lance said in the 2016 budget there was money budgeted for repair to the Perkins Boat Ramp and wanted to make sure it has been carried forward. There is a lot of erosion going into the lake and we cannot afford any fines from Orange County.
- He asked if there is a resident along the Nela Bridge with a camera system pointed at the road, can it be used by the Police Department if needed. Chief Houston said yes.

Comm Mosse left the meeting 9:00pm.

District 7 – Comm Nielsen

- Comm Nielsen shared her concern that we will use the school for the interviews. She does not want the interviews to be delayed due to venue. She motioned that we should schedule the interviews within the week for both candidates than set the location once the date is confirmed. Council agreed that using the school was not part of the original motion.
- There is some misinformation circulating in the City and does not believe this is a good time for the City to withhold communication and should stick with the date of February 15th for release of the bulletin for early March distribution. Mayor Pisano recommended, if a City Manager is selected before the date, we should wait a day or two before sending to print to include the news in the bulletin.
- Comm Nielsen asked if we can work with the NAV Board for additional funding for our marine patrol or try to have the NAV Board patrol available when needed. Comm Lance said yes, they did allocate \$12,000 for Belle Isle. He personally would like to see us get more of the pie due to the fact that they have more availability, staff and water crafts. He looks forward to working more with Orange County and the NAV Board. Mayor Pisano stated that she will formally request for additional funds at the next NAV Board meeting and assure them that we are willing to work with them.
- Comm Nielsen asked for clarification on the Lake Clean Up and Arbor Day celebration. Discussion ensued. Council agreed that the two events should be combined on April 29th and held at the Wallace property.

ADJOURNMENT

There being no further business, Mayor Pisano called for a motion to adjourn, unanimously approved at 9:15 p.m.

Yolanda Quiceno
CMC-City Clerk



city council minutes

February 17, 2017 * 5:30 p.m.
Workshop Session

The Belle Isle City Council met in a workshop session on September 17, 2017 at 5:30 p.m. in the Belle Isle City Hall Council Chambers.

Present was:

Mayor Lydia Pisano
Vice Mayor/Commissioner Harvey Readey
Commissioner Gold
Commissioner Anthony Carugno
Commissioner Jeremy Weinsier
Commissioner Bobby Lance
Commissioner Lenny Mosse
Commissioner Sue Nielsen

Absent was:

Also present was Attorney Kruppenbacher, Chief Houston, Lt. Grimm and City Clerk Yolanda Quiceno.

CALL TO ORDER

Mayor Pisano called the meeting to order at 5:37pm and stated that this is a workshop and there will be no voting or open discussion tonight. Mayor Pisano provided instructions for the interview process.

The following candidates were scheduled for interview.

- Patrick Kennedy 5:30pm
- Robert Francis 6:45pm

The following questions were asked of Patrick Kennedy directly by the Commissioners and Mayor;

1. Mayor – Mayor Pisano welcomed Mr. Kennedy and asked him to take a few minutes to reintroduce himself.
2. Nielsen - In your resume I noticed that Crescent City had less than 1% of the reserve/general fund budget. Since then you have brought it up to 50%, more than is recommended. Can you tell us how you accomplished that?
3. Mosse – He noticed that he applied last January, how did he find out about the opening?
4. Lance – Comm Lance cleared the air and asked if the candidate is currently under or suspect that he might be involved in an investigation with any County, City, State or Federal investigation? What do you feel, in your job, is the most important task that you perform on a daily basis? Comm Lance provided a copy of a document titled *Different Management Styles*, and asked what type of management style will he fall under?
5. Weinsier – Discretion and conflict resolution is a big part of being a City Manager, can you tell how you deal with those situations in general or by use of an example?
6. Readey – If you were selected, when will you be able to come on board?
7. Mayor – Other than the park vandalism that you mentioned, what was the largest issue you've had in your City and how did you handle it?
8. Carugno – What did he mean by "Up my game" in his introduction? What have you learned from your mistakes and what is your greatest weakness?
9. Gold – He asked for his opinion on what the City is doing well and where does the City need to improve? How can he help on the improvements?
10. Nielsen – If you run across situations, how do you deal with politics, power struggles and those individuals having their own agendas? Do you meet individually with Commissioners to keep them updated on District concerns and City projects?
11. Mosse – You came from Belle Isle and your parents currently live here. The familiarity may work against you. There are some that may believe "the fix is in". How do you plan to deal with that situation?

12. Lance – During your tenure with Crescent City, has the City ever been fined by the Florida Dept of Protection or DEP, if so, what was the situation and what did you do to correct it?
13. Weinsier – If you are selected, would you be seeking relocation expenses and would it be a sticking point if the City was not willing to pay relocation expenses?
14. Readey – There will be some open projects and challenges that will need to be addressed, have you worked with parks and pollution issues?
15. Mayor Pisano asked if he has read the minutes and listened to some of the audio. Based on that, what do you think is the City's biggest issues?
16. Carugno – Do you drink? Do you smoke? If this process was to be eliminated based on some alleged sunshine law violation would you still be interested in the position after the fact? What would be the first thing you do in your first week?
17. Mayor – Asked for clarification on the hiring of the administrative assistant. Our City is very community oriented, are you a big proponent in bringing the community together with different events?

Mayor Pisano read questions from the public in random order, as follows:

1. Is your management style behind the desk or in the field?
2. Were you involved in a sailing regatta that is held on the Lake? Where do you parents live in the City?
3. What experience do you have with Councils that have very difference of opinions of how the City should be run?
4. Some Council members and residents believe because you are known by some of us that you would show favoritism. Would you be able to do the job of City Manager without prejudice?

Candidate gave a closing statement.

Recessed for 10 minutes.

The following questions were asked of Robert Francis directly by the Commissioners and Mayor,

1. Mayor – Mayor Pisano welcomed Mr. Francis and asked him to take a few minutes to reintroduce himself.
2. Nielsen – Give us an example of a difficult situation you've encountered as a City Manager and how you dealt with it? Would you deal with a similar issue in the same manner or would you take a different tack?
3. Lance – Comm Lance cleared the air and asked if the candidate is currently under or suspect that he might be involved in an investigation in the near future? Comm Lance provided a copy of a document titled Different Management Styles, and asked what type of management style would fit him best?
4. Weinsier – Conflict resolution is a big part of being a City Manager, can you describe in general how you would deal with that situation or by way of an example?
5. Readey – If you were selected, how long would it be before you can come on board?
6. Mayor Pisano asked if he has read the minutes and listened to some of the audio. Based on that, what do you think is the City's biggest issues and how would you handle it?
7. Carugno – What is the reason you would want to move to Belle Isle? Is there going to be any anticipated moving expense? What is your biggest weakness?
8. Gold – What are some of the things we are doing well?
9. Nielsen – You are probably used to working with a much bigger staff than what we have here at Belle Isle; what do you think you need in order to run the City? Do you have the know-how to do a variety of jobs in the City without having someone else to do it, such as writing grants?
10. Mosse – in your cover letter you wrote that you are ICMA certified focused on Florida and several specific areas, how recent was that training? How do you see your transition to a new City?
11. Lance – We currently lease our street lights and would like to see if it would make more sense to purchase the streets lights and make them all LED? What do you feel about such a project?
12. Weinsier – If you are selected, would you be seeking relocation expenses and would it be a sticking point if the City was not willing to pay relocation expenses?
13. Gold – One of the things we have done exceptionally well is making our Police Department the destination of choice. We are short handed and wear many hats. How do you feel about creating mentoring programs within our City?

Mayor Pisano read questions from the public in random order, as follows:

- 1. Communication is very important with the citizens; how would you communicate with the public?*
- 2. What experience do you have with Councils that have very difference of opinions of how the City should be run?*
- 3. Most of the residents get their information about the City from social media rather than the City. How would you contact the residents to provide them the official news?*

Candidate gave a closing statement.

There being no further business Mayor Pisano adjourned the meeting at 7:40 p.m.

Yolanda Quiceno
CMC, City Clerk

DRAFT

**Curbside Waste & Recycling Collection Services
Reroute Proposal**

to:

City of Belle Isle





Background

Republic Services currently provides curbside waste & recycling collection services to the residents of Belle Isle. Our service teams remove garbage and bulk items twice per week while yard waste and recyclables are removed weekly. The crews that service Belle Isle also service other customers within our service area.

As time goes by our customer base can shift in customer count or geographic scope, creating unavoidable holes in our routes. By re-evaluating the movement of our vehicles on a regular basis, we can operate in the most affordable and environmentally responsible way. We call this a reroute. Republic would like to reroute the services provided to Belle Isle while keeping the same services, at the same rate, but on different days.

Reroutes enable us to service more homes in less time. By reducing our truck time we consume less fuel and minimize our impact on traffic and the environment. Less time driving through neighborhoods means less fuel consumption and emissions. Ultimately, this reduces the carbon footprint of the communities that we serve further supporting our commitment to provide simple solutions that are reliable and environmentally sustainable.

Our industry frequently experiences cost increases that exceed the normal pace of inflation. In recent years, the All Items Category of the Consumer Price Index computes the annual rate of inflation in the 1% to 2% range. Our industry is more than double. From the rising cost of new equipment to meet regulatory standards, to the accelerating cost of healthcare for our employees, we absorb many of these costs by adjusting our operational approach.

As an example, in the past 24 months the recycling industry has suffered a major set back in the cost of processing single-stream materials. The value of materials has deflated as processors scramble to move their materials to end users. Two years ago, haulers could deliver commingled recyclables to processors and receive payment for each ton. Today, haulers must pay the processors a tipping fee as high as \$75 per ton. The rate per ton can sometimes be much higher than the cost of just taking it to the landfill. This has had a negative impact on operating costs and as a result, some programs are in jeopardy.

Many communities across the country are rethinking their approach as they face drastic increases in the cost of their program. Some are stepping away from curbside recycling altogether, and are converting back to community drop sites. Republic Services continues to support curbside collection and we are committed to making it work for all of our partners. By reducing the cost of other services we are better positioned to absorb the rising cost of curbside recycling.

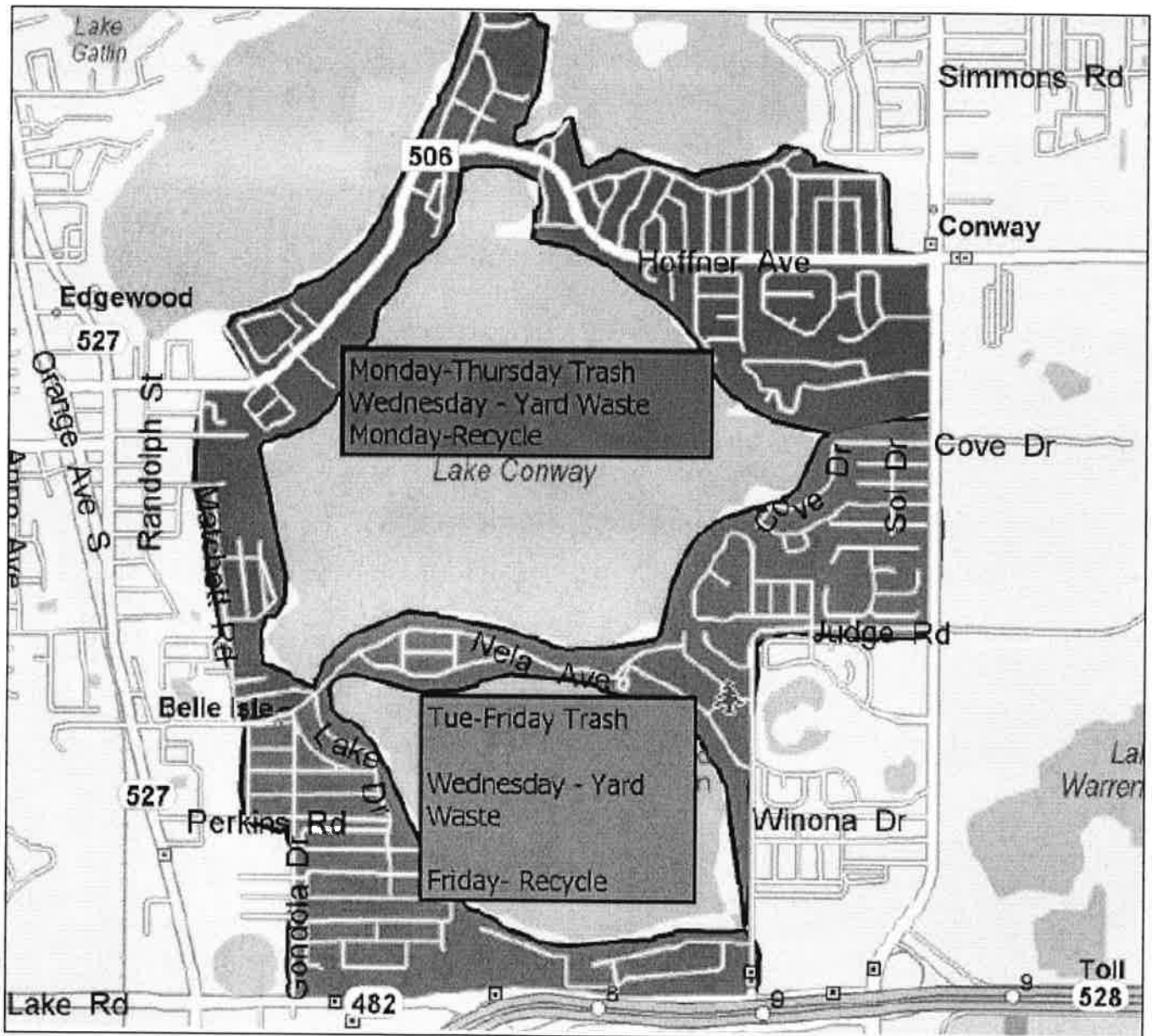




Proposed Opportunity to Improve

Republic Services has carefully evaluated the location of Belle Isle and its relation to our surrounding customer base. Based on these findings we have identified some opportunities to improve our routing. With your support we will move forward with this positive step to minimize the environmental impact of our program. As illustrated below, the City will be divided into two service zones represented in Red or Green. Each zone will have its own specific schedule for collection as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
Zone 1	Trash & Recycling		Yard Waste	Trash	
Zone 2		Trash	Yard Waste		Trash & Recycling





Communication Plan

Republic Services provides curbside collection service to over 12,000,000 homes in 2,800 municipalities across the country. We have managed reroutes from coast to coast and have learned that communication is the key to a successful implementation. Our plan for Belle Isle will be a three pronged approach as follows:

1. **CONTAINER FLYERS** – Flyers will be attached to each residents trash container two weeks before implementation. The flyer will describe the residents new service schedule and a copy of the map in this presentation.
2. **WEBSITE** – We will provide the City with an electronic version of the flyer to place on their website. This will give all residents easy access to the reroute information in their area. We will also provide a street list for each service day.
3. **ROBO-CALLING** – 48 hours before the day of rerouted collection, each resident will receive a call from our automated system reminding them to put out their containers.

In addition, the City may want to include information in any other modes of communication customary to normal City operation. Republic Services realizes that old habits are hard to break so for the first 30 days we will return, without hesitation, to any residence who mistakenly puts their container out on the wrong day.

Implementation Date

Upon approval of the City Council in their March 7th 2017 meeting, Republic Services would like to begin the new service schedule on April 1, 2017. This means we will be distributing flyers the week of March 20th thru March 24th. Robo-Calls will occur the night before collection.



CITY OF BELLE ISLE, FLORIDA

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

February 3, 2017

To: Mayor and City Council

From: April Fisher, Interim City Manager

Re: First Reading of the Proposed Revised Boat Dock Regulations

At their November 29, 2016 Planning and Zoning Board meeting, the Board completed their review and revisions to the Belle Isle boat dock regulations. Attached is a strike-through and underlined format of the revisions the Board is recommending to the land development regulations regarding boat docks.

ORDINANCE No. : 17-02

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE BELLE ISLE CODE OF ORDINANCES CONCERNING BOAT DOCK REGULATIONS; BY AMENDING PART II, CODE OF ORDINANCES; BY AMENDING SUBPART B, LAND DEVELOPMENT CODE; BY AMENDING CHAPTER 48, ENVIRONMENTAL REGULATIONS, ARTICLE II, BOAT DOCKS; BY AMENDING CHAPTER 54, ZONING DISTRICTS AND REGULATIONS; BY AMENDING SECTION 54-1, RESTRICTIONS UPON LAND, BUILDING AND STRUCTURES; BY AMENDING SECTION 54-79, RETAIL COMMERCIAL DISTRICT C-1; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Citizens of the City of Belle Isle have expressed concern to the City Council about the scope and extent of regulation of boat docks within the City; and

WHEREAS, it is the desire of the City Council that the City of Belle Isle revise its land development regulations relating to boat docks; and

WHEREAS, Part II of Chapter 163 of the Florida Statutes requires the City's local planning agency to review proposed land development regulations and make recommendations to the City's governing body as to their consistency with the City's Comprehensive Plan; and

WHEREAS, the City of Belle Isle Planning and Zoning Board serves as local planning agency for the City; and

WHEREAS, the City of Belle Isle Planning and Zoning Board, acting in its capacity as the City's Local Planning Agency, has been presented with the proposed revised boat regulations incorporated by reference in this Ordinance; and

WHEREAS, the City of Belle Isle Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed and advertised public hearing on September 27, 2016 and November 29, 2016; and

WHEREAS, the City of Belle Isle Planning and Zoning Board, acting in its capacity as the Local Planning Agency, at the November 29, 2016, public hearing, found the revised regulations to be consistent with the City of Belle Isle Comprehensive Plan and recommended that the City Council adopt the revised boat dock regulations; and

WHEREAS, the City Council held two (2) public hearings on February 7, 2017, and February 21, 2017, to receive public comments, and considered the recommendation of the Planning and Zoning Board and the proposed revised boat dock regulations; and

WHEREAS, the Board has found and determined that the adoption of the proposed revised boat dock regulations will foster and preserve the public health, safety and welfare and aid in the harmonious, orderly and progressive development of the City, and thus serve a valid public purpose.

BE IT ORDAINED by the City Council of Belle Isle, Florida:

ARTICLE II. - BOAT DOCKS

Sec. 48-3X. – Definitions

The following words, terms and phrases, when used in this article, will have the following meanings unless the context clearly indicates a different meaning:

Access walkway means that portion of the dock that commences on the upland parcel and terminates at the junction with the terminal platform.

Boats means all rowboats, sailboats, canoes, kayaks, skiffs, rafts, dugouts, dredges, personal watercraft, and other vehicles of transportation for use on water, including inboard and outboard motorboats, unless otherwise indicated; and any and all objects tied to or connected therewith while being propelled through the water.

Boathouse means a roofed structure constructed over or adjacent to water to provide a covered mooring or storage place for watercraft.

Boathouse lot means a lot that is waterfront and was platted as a "B" lot to a primary "A" lot under the same parcel identification number and serves as a lake access lot for the parcel with the primary "A" lot having a principal structure.

Dock means any permanently fixed or floating structure extending from the upland into the water, capable of use for vessel mooring and other water-dependent recreational activities. The term "dock" also includes any floating structure, boat lift or mooring piling, detached from the land, capable of use for mooring vessels and/or for other water-dependent recreational activities. The term "dock" also includes any area adjacent to the dock designated for mooring purposes. This term does not include any vessel that is not permanently docked, moored, or anchored.

Maintenance means the act of keeping the dock in a safe and useable condition consistent with original design specifications.

Mooring area means the portion of a docking facility used for the mooring of watercraft.

Normal High Water Contour (NHWC) means the horizontal location of the theoretical shoreline when the lake level is at the Normal High Water Elevation as defined herein. This is more specifically the horizontal location of the surface ground elevation points which match the Normal High Water Elevation as defined herein.

Normal High Water Elevation (NHWE) means the water surface elevation of Lake Conway and its directly connected water bodies as defined by Orange County. As of December 2016 the NHWE was 85.45, NAVD 88.

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NHWE Shoreline means the edge of a body of water at the normal high water elevation (NHWE).

Principal structure means the building or structure in which the principal use of the parcel or lot is conducted. A dock shall not be the principal structure on a parcel or lot.

Principal use means a use of the upland parcel for residential, commercial or governmental purposes. At a minimum, a principal use shall be established by the issuance of a building permit for a principal structure.

Private dock means a dock, which may be used by only those persons living on the upland parcel and their usual and customary guests.

Projected property line means a continuation of, and extension to, the upland property line. In cases of privately owned bottomland, that is, non-sovereignty submerged lands underlying a water body, the projected property line is the actual property line.

Public dock means a dock which is subject to public access. Docks associated with governmental and non-governmental institutions, and private organizations are included in the definition of public dock.

Repair means to restore to the permitted design specifications of a dock structure, including the replacement of the entire dock or portions of the dock.

Semi-private dock means a dock, which may be used by a group of residents living in a subdivision or multifamily development and their usual and customary guests.

Slip or boat-slip means a space designed for the mooring or storage of a single watercraft.

Terminal platform means that portion of a dock beginning at the waterward end of the access walkway. The terminal platform shall be designed for the mooring and launching of boats, or other water-dependent activities.

Sec. 48-31. - Application process.

(a) Permit and review. Any person desiring to construct a boat dock, regardless of whether it is made of wood or another material, ~~or to install or move a floating boat dock,~~ within the city shall first apply for a permit to construct the boat dock. Applications shall be made to the city. Upon receiving the application, a city administrative officer shall perform a site review of the proposed dock location. The city shall review the application and shall contact the applicant if the application fails to meet any of the requirements set forth in this section.

(1) City's administrative review fees. ~~An administrative review fee of \$165.00 shall be paid at the time the application is submitted.~~ Application fees shall be in accordance with the

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city fee schedule. The administrative review fee does not include the City of Belle Isle building permit's processing fee.

(2) Application. The applicant shall submit a city boat dock application, a survey and five sets of plans showing the proposed dock. These forms shall be available in the city hall office. The plans shall provide accurate information as to all of the following items:

a. An arrow indicating the northerly direction and an indication of the scale to which the drawing was prepared;

b. The dimensions of the property, and the length and location of the proposed dock; as measured from the shoreline to the point most waterward of the shoreline;

c. The exact distance between the existing shoreline, at the point where the dock is to be constructed, and a two permanent objects or construction (e.g., house, tree) to be used as a reference points;

d. The exact distance of setbacks from adjacent property lines and projected property lines to the nearest portion of the proposed dock, and an approximation of the distance from the closest dock on each side of the property;

e. The floor and roof elevation of the proposed dock, boathouse or other structure connected to the dock;

f. The depth of water/lake bottom elevation at the waterward end of the proposed dock; and

g. A copy of a survey of the real property which accurately depicts current conditions survey, performed within the last three years, of the property indicating the normal high water elevation of Lake Conway (86.9) as established by the county on October 25, 1982.

h. The NHWE shoreline, as established herein, indicated on the survey; and

i. Location of lifts, hoists, mooring pilings and mooring areas.

(3) Building permit. Following the approval by the city of a boat dock application, the applicant is also required to obtain a building permit from the City of Belle Isle building department prior to commencing construction. In the event electricity is run to the boat dock, the proper electrical permit must also be obtained from the City of Belle Isle building department.

(b) Commencement and completion of construction. All construction must be commenced, or completed, or both, within the guidelines established by the City of Belle Isle building department. The applicant is responsible for all fees associated with the procurement of the necessary permits.

(Ord. No. 09-16, § 1, 3-2-2010; Ord. No. 15-03, § 1, 7-7-2015).

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Sec. 48-32. - Design criteria.

Boat dock applications shall be reviewed under the following design criteria:

(1) Setbacks. ~~Private Boat boat~~ docks shall have a minimum side setback of five feet from the projected property lines of all abutting shoreline properties. Public and Semi-private docks shall have a minimum side setback of twenty-five feet from the projected property lines of all abutting shoreline properties. For purposes of setback, the terminal platform includes any moored boats.

(2) Length. ~~Consideration will be given to the length of other docks within 300 feet on either side of the proposed dock and to any other length restrictions that the city council may have established. For comparison, the length will be measured from the existing shoreline, with reference to a fixed object or structure on the lot.~~

If there are no other adjoining docks in the vicinity, then the maximum length of the boat dock shall not exceed 40 feet measured from the 86.9 normal high water elevation contour line of Lake Conway, as marked by a registered surveyor, to the lakeward end of the dock.

a) The lakeward end of the terminal platform shall be allowed to project to the greater of:

1. where the lake bottom has an elevation of 79.5 (NAVD 88) or
2. 15 feet lakeward of the point where the lake bottom has an elevation of 80 (NAVD 88) or
3. 40' from the NHWE shoreline.

b) No dock shall be allowed to extend greater than 15 feet lakeward of existing docks within 300' of the proposed dock.

c) For comparison, each dock length will be measured perpendicularly from the NHWC to the most waterward point on the dock. A distance from two fixed objects or structure on each lot shall be referenced on the dock permit application plans.

(3) Total area. A boat slip, platform and any other portion of the dock, covered or uncovered, and including any floating vessel platform(s), collectively may not exceed the square footage of ten times the linear shoreline frontage for the first 75 feet of shoreline and five times the linear shoreline frontage for each foot in excess of 75 feet, not to exceed a maximum of 1,000 square feet. The linear shoreline frontage shall be measured in a straight line between the two outermost property corners at the NHWC normal high water elevation.

(4) Height. Except for floating docks, the minimum height of boat dock decks shall place them one foot above the normal high water elevation NHWE of Lake Conway.

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The maximum height, which is to be measured from the top of the structure, shall be 13 feet above the normal high water elevation of Lake Conway. ~~The minimum height of a floating dock deck shall be one foot above the water level.~~

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(5) Access Walkway. That portion of the dock lying waterward of the ~~86.9 feet contour~~ NHWC line of Lake Conway as established by the county on October 25, 1982, and extending to the juncture of the slip or terminal platform, whichever is closest to the shore. An access walkway shall be a minimum of four and a maximum of five feet in width. The area for a walkway shall not be included as part of the total area for the structure.

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(6) Number and location of boat docks.

a. No boat dock construction permit shall be issued on a lot or combination of lots that does not have a principal building first located thereon.

b. Only one boat dock per principal building that is located on a lot or combination of lots shall be allowed on any such lot or combination of lots.

c. Private B boat docks shall only be permitted on lots or combinations of lots zoned or used for residential purposes, and no boat docks shall be permitted on any lot or combination of lots used for agricultural, commercial, professional-office and/or industrial purposes.

d. Semi-private or public B boat docks on public property and/or homeowners' associations' lots shall be exempted from provisions of subsections (6) a. and b. of this section. However, only one boat dock per parcel may be located on public property and/or homeowners' association property. The term "parcel" shall mean all contiguous property owned by a homeowners' association or by a public entity.

e. All boat docks shall be permanently affixed to the lake bottom, and shall be subject to the provisions of this article except where noted.

f. A floating ~~vessel platform structure~~, unless it is associated with a permanent boat dock, shall be considered a separate boat dock subject to all provisions of this article, except subsection (6) e. A floating ~~vessel platform structure~~ shall be considered to be associated with a permanent boat dock if it is installed within the boat slip area, is attached to the boat dock, or is immediately adjacent to a side of the boat dock. In no case shall any floating structure extend the permitted length of a boat dock.

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(7) Boathouse lots on canals.

The boathouse lots which exist along the canals interconnecting with Lake Conway within the city were platted and accepted by the city under the premise that these lots would serve as lake access for the residents of the associated parcel and in compliance with 6c above.

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(7-8) Restrictions. All boat docks shall adhere to the following restrictions:

a. No work shall be within areas which constitute easements for ingress or egress, or for drainage.

b. ~~No structures having flat roofs will be permitted. The maximum pitch of the roof shall be have a minimum slope of 2:12 and a maximum slope of 5:12.~~

c. ~~An upper deck is permissible as long as it meets life safety regulations.~~

d. ~~Except as described in subsection f. of this section, no structure having enclosed sidewalls shall be permitted. The term "enclosed" shall be defined as, by way of example but not by limitation, to be plastic, canvas and other screening enclosures, chain link and lattice fencing, or any form of paneling.~~

e. ~~Under no circumstances shall a permit for the construction of a boat dock to be utilized for residential purposes living quarters and other non-water dependent structures be issued.~~

f. ~~No permit applications will be accepted unless there is a principal building established on the property, or a building permit has been issued to construct said building.~~

f. Storage lockers shall be limited to a cumulative maximum of sixty-five (65) cubic feet. Storage lockers shall not be used to store boat maintenance and/or repair equipment and materials, fuel, fueling equipment, and hazardous materials or hazardous wastes. Storage lockers are prohibited on semi-private docks and public docks.

f. Storage lockers shall be allowed, subject to the following limitations:

1. Storage lockers shall not be used to store boat maintenance and/or repair equipment and materials, fuel, fueling equipment, and hazardous materials or hazardous wastes.

2. Storage lockers shall be limited to a cumulative maximum of 65 cubic feet.

3. Storage lockers shall not exceed 30 inches in height above the deck, 36 inches in width nor nine feet in length.

(Ord. No. 09-16, § 1, 3-2-2010)

Sec. 48-33. - Variances.

In the event the applicant wishes to construct a boat dock in excess of any of the criteria mentioned in section 48-32, a variance application must be made for hearing by the Belle Isle Planning and Zoning Board. There shall be a \$100.00 application fee for the first variance and a \$50.00 fee for each additional variance requested at the same time. Application fees shall be in accordance with the city fee schedule. The board shall not approve an application for a variance unless and until each of the following criteria have been met:

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(1) The boat dock shall not create conditions hazardous to navigation nor any safety hazards;

(2) The location and placement of the boat dock shall be compatible with other docks in the area, and the shoreline contour of the lake;

(3) The current level of the lake shall not be a factor in deciding whether to approve or deny a variance; and

(4) The requirements of subsection 42-64(1) except for subsection 42-64(1)d.

(Ord. No. 09-16, § 1, 3-2-2010)

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Sec. 48-34. - Dock maintenance and repair and minor modifications.

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(a) Dock maintenance and repair, ~~generally responsibility of property owner~~. The owner of property on which a dock is located is responsible for maintaining a dock in safe and useable condition. Every boat dock and associated structures shall remain adequately supported, not create debris or obstructions, and shall be maintained in sound condition and good repair, so as to prevent negative impact on adjacent properties or waterway use and recreation.

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(b) Maintenance and repair of docks permitted by Belle Isle after December 15, 1992. When maintenance and repair of docks permitted by Belle Isle after December 15, 1992, involves the repair or replacement of pilings or other portions of the dock at or below the water surface, or of any roofed structure, the permit holder shall submit an application for a permit pursuant to section 48-31 of this article. Maintenance or repair of the deck surface that does not involve activity at or below the water surface, or of any roofed structure, is allowed without notice or permit. All maintenance and repair activities must maintain the original design and original footprint of the dock.

(c) Repair of nonconforming "grandfathered" docks constructed on or before December 15, 1992. The repair of nonconforming docks constructed on or before December ~~1915~~, 1992, requires a permit issued under this article. It is intended that docks constructed before December 15, 1992, be allowed to remain as constructed; except that a nonconforming dock, that is damaged or in disrepair to the extent of 75 percent or more of its assessed value, shall not be repaired for use except in compliance with the regulations of this article.

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(d) Maintenance of nonconforming "grandfathered" docks constructed on or before December 15, 1992. Maintenance activities of nonconforming docks constructed on or before December 15, 1992, do not require a permit under this article if the maintenance activities do not include repair or replacement of pilings, structural components, or other portions of the dock at or below the water surface, or of any roofed structure.

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(f) Minor modifications to permitted docks. Minor modifications to all existing docks must be approved by the city. The applicant must submit a request for the proposed deviation change or modification to the original site plan to the city manager for consideration.

Additional information may be requested from the applicant in order to complete the review. Minor modifications must comply with the provisions of this article. Any modification that may require a variance or waiver of any provision of this article shall not be considered a minor modification. Any modification that increases the size of the terminal platform shall not be considered a minor modification. The city manager may require notification of abutting shoreline property owners of the application for minor modification. City approval or disapproval shall include a statement regarding requirement or no requirement for a permit.

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(g) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:

Repair means to restore a dock structure that has been damaged as the result of neglect, accident, or act of God to the original design specifications, including the replacement of the entire dock or portions of the dock; ~~provided, however, that a nonconforming dock that is damaged to the extent of 75 percent or more of its assessed value shall not be repaired for use except in compliance with the regulations of this article.~~

Maintenance means the act of keeping the dock in a safe and useable condition consistent with original design specifications.

Sec. 48-35. - Violations; penalties; enforcement.

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(a) It shall be unlawful for any person to violate any provision of this article, or any provision of any resolution enacted pursuant to the authority of this article. Any person who violates this chapter, or any provision of any resolution enacted pursuant to the authority of this article, may be prosecuted in accordance with Chapter 14 of the Belle Isle code.

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(b) In addition to the enforcement and penalty provisions provided in Chapter 14, the city may avail itself of any other legal or equitable remedy available to it, including without limitation, injunctive relief or revocation of any permit involved.

(c) Any person violating this article shall be liable for all costs incurred by the city in connection with enforcing this article or any provision of any resolution enacted pursuant to this article, including without limitation, attorneys' fees and investigative and court costs.

(d) If the code enforcement officer determines that construction is occurring without prior approval or not in accordance with these regulations, the code enforcement officer shall promptly issue a written notice of violation to the applicant and/or designated contractor. The notice of violation shall include a description of the site where the violation has occurred, cite the provisions of these regulations, general or special laws which have been violated, and set forth the remedial action required by the city. Such remedial action may

include submittal of revised drawings, reapplication for a permit, double the permit fee, removal of dock, and administrative and civil penalties.

(Ord. No. 09-16, § 1, 3-2-2010)

Secs. 48-35—48-60. - Reserved.

Sec. 54-79. - Retail commercial district C-1.

(c) Special exceptions. The following shall be special exceptions in the C-1 retail commercial district:

(1) Residential dwelling units which are accessory in nature and structurally part of the building which contains the permitted principal use. No more than one residential dwelling unit per building.

(2) Any permitted use which is to be located in a building that contains more than two permitted uses and is not a shopping center.

~~(3) Boat docks which have been determined not to be detrimental to adjacent land uses or properties.~~

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LAW OFFICES
FRANK KRUPPENBACHER, P.A.
A Professional Association

Frank Kruppenbacher†*

†Board Certified in State,
Federal Government & Adm.
Practice Specialty

*Also admitted in Colorado

P.O. Box 3471
Orlando, Florida 32802-3471

9064 Great Heron Circle
Orlando, FL 32836
Telephone (407) 246-0200
Fax (407) 876-6697
Email: fklegal@hotmail.com

MEMORANDUM

TO: Members of the City Council, City of Belle Isle, Florida

FROM: Frank Kruppenbacher, P.A.

CC: Mayor Lydia Pisano; Yolanda Quincero, City Clerk; April Fisher, Acting City Manager; Tom Callan, Attorney; Bob Francis

DATE: March 2, 2017

RE: Approval of (1) City Manager Employment Agreement and (2) General Planning Services Agreement

Attached hereto for your consideration and approval at the meeting of the City Council on Tuesday, March 7, 2017, are the following two contracts:

1. The City Manager Employment Agreement by and between the City and Bob Francis. The Agreement contains the appropriate terms and protections for the City and Mr. Francis and is well below the top range for the salary advertised.
2. The General Planning Services Agreement by and between the City and Fisher Planning and Development Services, Inc. allows April Fisher to continue in the role she had prior to Acting City Manager. That is handling code revisions, planning, zoning and permitting issues. I reviewed with Mr. Francis and he is in agreement as this allows for a professional and thorough transition with on-going expertise in critical areas.

Please contact me if you have any questions. Thank you.

CITY MANAGER EMPLOYMENT AGREEMENT

This agreement made and entered into this _____ day of _____, 2017, by and between the City of Belle Isle, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and ROBERT G. FRANCIS, JR., hereinafter as "Francis", who agree as follows:

WITNESSETH:

WHEREAS, CITY desires to employ Francis as City Manager of the City of Belle Isle, as provided by Article IV of the Charter of the City of Belle Isle and all other applicable ordinances and policies of the City of Belle Isle; and

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

SECTION 1. RESPONSIBILITIES

A. CITY hereby agrees to employ Francis as City Manager, who shall be the Chief Administrative Officer of the City, to perform the functions specified as set forth by the laws of the State of Florida, the Charter, ordinances and resolutions of the City of Belle Isle and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign. Francis, shall pursuant to the City Charter be under the direction and supervision of the City Council and shall hold the office at the pleasure of the City Council. Only the City Council acting as a body may direct and supervise Francis

B. Beginning April 3, 2017, Francis will be expected to work full-time during each pay period of Francis's tenure as City Manager. Within 6 months of the date of this agreement, CITY shall provide Francis with a cellular telephone, desktop computer, iPad and/or laptop computer which Francis will utilize to be available to conduct City business on a 24-hour per day basis.

C. Francis shall remain in the exclusive employ of CITY and shall not accept other employment nor to become employed by any other employer.

D. Unless otherwise approved by CITY, Francis shall, within six (6) months of the date of this agreement, while employed as the City Manager, reside within the municipal limits of the City of Belle Isle.

SECTION 2. TERM

A. CITY appoints Francis to serve as City Manager for an indefinite period to be reviewed annually. It shall be the responsibility of the City Council to evaluate Francis in accordance with the evaluation procedure outlined in the CITY's Employee Handbook and City Manager Job Description attached hereto and incorporated herein as Exhibit "A".

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of Francis at any time, subject only to the provisions set forth in the City Charter and Section 4 of this agreement as it relates to amounts which will be paid to Francis as severance pay.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Francis to resign at any time from his position with CITY, subject only to the provision set forth in Section 5 of this agreement.

SECTION 3. EMPLOYEE AT WILL

It is specifically acknowledged and agreed by the parties that this agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein shall be construed or operate to provide to Francis upon termination or separation from the CITY, any benefits other than those set forth in Section 4 of this agreement.

SECTION 4. SALARY

CITY shall pay Francis for his services an annual base salary of ONE HUNDRED AND EIGHTEEN THOUSAND DOLLARS (\$118,000.00), said salary shall be paid in twenty-six (26) installments at the same time as other employees of CITY are compensated. Francis may receive base; cost of living increases; and/or performance incentives as may be determined by the City Council.

SECTION 5. PAID TIME-OFF BENEFITS

Francis shall be granted twenty (20) days of paid time off leave per year. Such leave shall be granted to Francis upon the effective date of the agreement and completion of three (3) months of employment and thereafter annually on the anniversary date. Francis is encouraged to use paid time off to maintain a high level of performance and efficiency in his position. Toward that end, the time off leave shall be accrued in accordance with the City's Employee Handbook. Francis shall not be entitled to any vacation or other paid leave other than that as provided in this section. Francis, however, will accrue sick leave as provided for general employees of CITY. Due to a preexisting travel commitment in June 2017, Francis will be allowed to take this travel time in June 2017.

SECTION 6. DISABILITY, DENTAL, HEALTH AND LIFE INSURANCE

Francis shall receive, at no additional cost to him, disability, health and life insurance as provided by the CITY's Personnel Rules and Regulations for managerial employees of the City.

SECTION 7. AUTOMOBILE

CITY shall pay Francis seven hundred (\$700.00) dollars per month for all expenses, including maintenance, repairs, gasoline and insurance associated with his use of his own vehicle within the City of Belle Isle and in lieu of mileage expenses within the State of Florida. Francis shall maintain his own insurance in an amount not less than \$100,000.00 dollars per claim, and \$300,000.00 dollars per incident. Said insurance shall be with a company acceptable to CITY shall not be construed or constitute a waiver to the CITY's sovereign immunity protection. Francis will not be paid for use of his vehicle if the CITY pays to cover Francis's spouse for health insurance as stated in Section 6. Once spouse acquires other health insurance, Francis will be entitled to the automobile allowance as stated herein.

SECTION 8. RETIREMENT

Francis will participate in the CITY General Employees Retirement System and shall receive all applicable benefits associated therewith unless another retirement benefit is agreed to in writing between Francis and CITY

SECTION 9. MOVING/TRANSITION EXPENSE

Within thirty (30) days of the effective date thereof, CITY shall pay to Francis the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) as a one-time payment to Francis as reimbursement for any and all expenses to be incurred by Francis with regard to his relocation to Belle Isle, including, but not limited to, moving expenses and any other item reasonably related to his relocation to Belle Isle. See Section 12 for any reimbursement of moving expenses.

SECTION 10. TERMINATION AND SEVERANCE PAY

CITY may by majority vote of the Council with or without cause remove Francis from office upon ninety (90) calendar days' notice or payment of ninety (90) calendar days', or any combination thereof. In addition to the severance pay and/or notice set forth above, Francis upon termination shall receive all accrued benefits as of the date of termination, including earned and unused vacation, sick, retirement and other accrued benefits.

Notwithstanding anything to the contrary contained herein, Francis shall not receive any severance pay if Francis is dismissed or fired by CITY for misconduct, as defined in s. 443.036(30), *Florida Statutes*. Francis may be removed immediately and dismissed if he engages in a violation of 443.036(30), *Florida Statutes* or any criminal act.

SECTION 11. RESIGNATION

In the event Francis voluntarily resigns his position with CITY, Francis shall give CITY thirty (30) calendar day's prior written notice unless the parties agree otherwise. Upon his voluntary resignation, Francis shall not be entitled to any severance pay as set forth in Section 4, above, but shall be entitled to receive payment for all accrued benefits as of the date of termination, including earned and unused vacation, sick, and retirement benefits.

SECTION 12. REIMBURSEMENT BY FRANCIS

Prior to three (3) years from the date of employment, in the event Francis voluntarily resigns his position with CITY, Francis shall reimburse the CITY for the monies paid to him moving expenses as stated in Section 9. Should the CITY terminate Francis's employment with the city as stated in Section 10, Francis will not owe any reimbursement to the CITY.

SECTION 13. PERFORMANCE EVALUATION

A. The City Council shall review and evaluate the performance of Francis annually. Said review and evaluation shall be in accordance with specific criteria developed by CITY and as more particularly described in Exhibit "A" hereto. As part of the annual review process, the evaluation criteria may be amended or altered, however said amendment shall only be utilized for subsequent evaluations of Francis. Further, the City Council shall provide an adequate opportunity for Francis to discuss his evaluation with the Council.

B. Annually, the Council and Francis shall define such goals and performance objectives that they determine necessary for the proper operation of the CITY and in the attainment of the Council's policy objectives. The parties shall establish a priority of the various goals and objectives which have been identified and the same shall be reduced to writing. The goals and objectives shall generally be attainable within the time limitations specified and shall be within the annual operating and capital budget and appropriations provided.

SECTION 14. DUES AND SUBSCRIPTIONS

CITY agrees to pay for, as the approved upon operating budget allows, professional dues and subscriptions of Francis for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth, and advancement, and for the good of CITY.

SECTION 15. PROFESSIONAL DEVELOPMENT

A. CITY agrees to pay for as approved by the City Council, travel and subsistence expenses of Francis for professional and official travel, meetings, and occasions adequate to continue the professional development of Francis and to adequately pursue necessary official functions for CITY.

B. CITY also agrees to pay for as the approved upon operating budget allows, travel and subsistence expenses of Francis for short courses, institutes and seminars that will benefit CITY.

C. Francis will not be required to utilize paid time off in order to attend professional activities covered by this section.

SECTION 16. BONDING

As a condition of his employment, Francis shall be bonded as provided by law or ordinance and as deemed appropriate by CITY. CITY shall bear the full cost of any fidelity or other bonds as required.

SECTION 17. MISCELLANEOUS TERMS

A. Francis shall submit to an annual physical examination, including but not limited to, drug testing, by a qualified physician selected by CITY. The CITY shall pay for the cost of the physical in an amount not to exceed \$500.00. Any additional costs shall be borne by Francis or pursuant to his available health insurance. The results of the required physical shall be made available to the City Attorney, who shall determine if Francis can continue to perform the duties as City Manager and notify the City Council as soon as possible thereafter.

B. The text herein shall constitute the entire agreement between the parties.

C. This agreement shall become effective, upon its execution by both parties.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

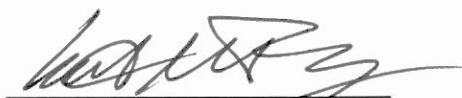
E. This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect, whatsoever, on this Agreement.

F. This Agreement shall be governed by the laws of the State of Florida, and the Circuit Court of Orange County which shall have exclusive jurisdiction of any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below for the purposes set forth herein.

ROBERT G. FRANCIS, JR.

CITY OF BELLE ISLE, FLORIDA



Date: 3/29/17

Date: _____

Exhibit A

City of Belle Isle Position Description

Position Title: City Manager **FLSA:** Exempt

Supervisor: City Council **Revised:** 3/2016

General Description: The position of the City Manager serves as the chief administrative officer of the City and is responsible for the day to day operations of the City and is appointed by, and serves under the City Council. The City Manager is responsible for the supervision and direction of all departments, agencies or offices of the City.

Essential Job Functions:

- Appoints and when necessary for the good of the City, suspends or removes all City employees and appointive administrative officers provided for, by or under the City Charter, except as otherwise provided by law, the charter or personnel rules adopted pursuant to the charter.
- Authorizes any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department or agency.
- Directs and supervises the administration of all departments, offices, and agencies of the City, except as otherwise provided by the charter or laws.
- Attends all City Council meetings and has the right to take part in discussion, but shall not vote.
- Assures that all laws, provisions of the charter and acts of the Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed.
- Prepares and submitted the annual budget and capital program to the City Council.
- Submits to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- Makes other reports as the Council may require concerning the operations of the City departments, offices and agencies subject to the City Manager's direction and supervision.
- Keeps the Council fully advised as to the financial condition and future needs of the City and make recommendations to Council concerning the affairs of the City.
- Signs contracts on behalf of the City pursuant to the provisions of appropriate ordinances.
- Provides staff support for the mayor and commissioners.
- Establishes personnel policies governing appointment, retention and promotion of City employees, which policies shall include a grievance procedure.

- Serves as the purchasing agents for the City as established by the charter.
- Performs other job related functions as needed.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related duties as required.)

Minimum Requirements:

- Bachelor's Degree or higher from an accredited College/University with a major in Business or Public Administration or related field, plus five years' experience in progressively responsible management position in local government or an equivalent combination of education and experience.
- ICMA-Credentialed Manager (current/active).
- Must obtain a valid Florida Driver's License within 90 days of employment.

Knowledge, Abilities, and Skills:

- Thorough knowledge of the principles and practices of governmental administration, governmental budgeting and governmental regulations.
- Knowledge of local governmental operations.
- Knowledge of research techniques and source availability of required or requested information.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with employees, government officials, private organizations, and the general public, and effectively utilize resources.
- Ability to make effective decisions.
- Ability to maintain records, files, and reports in accordance with established methods and procedures.
- Ability to read, interpret, and analyze instructions and/or data effectively.
- Ability to work independently with minimal supervision.
- Ability to formulate, submit and administer budgets.
- Ability to function in a sophisticated computer environment.

Environmental Conditions:

Works in an office environment.

GENERAL PLANNING SERVICES AGREEMENT

with the

CITY OF BELLE ISLE, FLORIDA

This **AGREEMENT** is made and entered this _____ day of _____, 2017, by and between Fisher Planning and Development Services, Inc. (hereinafter referred to as the "Consultant") and the **City of Belle Isle** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the Consultant to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Land Development Code, and Official Zoning Map; all of which is detailed in "Attachment A", Scope of Work, and is a part of this Agreement.
- B. The CONSULTANT desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the CONSULTANT to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the CONSULTANT shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The CONSULTANT shall perform, in a satisfactory and proper manner, the work and services detailed in "Attachment A - Scope of Work", and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a monthly fixed fee agreement. The fixed fee for General Planning Services ("Attachment A") is **\$5,000 (five thousand dollars) each month**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for the Generalized Planning Services of **\$5,000 (five thousand dollars)** to be paid each month. Payment shall be made upon receipt of an acceptable completed invoice from the CONSULTANT, which shall be presented to the CITY finance manager.

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. STATUS AS INDEPENDENT CONTRACTOR

The CONSULTANT shall always occupy the status of independent contractor and not the status of employee, and shall be responsible for all taxes on monies earned, and shall not be a covered employee of the City for any health insurance, life insurance, social security, unemployment compensation, workers' compensation, or other City benefit purposes.

V. PERIOD OF AGREEMENT

The services of the CONSULTANT are to commence upon execution of this agreement. The term of this Agreement is for a one-year period. This Agreement may be renewed, by mutual agreement, for additional periods up to a cumulative total of three (3) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this Agreement.

VI. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the CONSULTANT pursuant to this Agreement. Such changes mutually agreed upon by and between the CITY and the CONSULTANT shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VII. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days.

- C. In the event the Agreement is terminated; the CONSULTANT shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VIII. COMPLIANCE WITH LAWS

The CONSULTANT warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

IX. DATA TO BE FURNISHED TO CONSULTANT

Upon reasonable request of the CONSULTANT, the CITY shall provide to the CONSULTANT, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the CONSULTANT under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all of work products shall become the property of the CITY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Additionally, this Agreement supersedes and replaces any previous Agreement the CITY had executed with the CONSULTANT or April W. Fisher.

XIII. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall be required to provide continuing Professional Liability Insurance in the amount of \$500,000 Per Claim and Aggregate to cover the period of this Agreement. A copy of the Professional Liability Insurance Certificate is provided as "Attachment B".

XIV. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement or their application to either parties or circumstances.

XV. GOVERNING LAW AND VENUE

This Agreement and the terms, conditions, and covenants contained in it shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding filed arising out of or to enforce any provision of this Agreement shall be filed in the state court in Orange County, Florida.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF BELLE ISLE

**FISHER PLANNING AND
DEVELOPMENT SERVICES, INC.**

Lydia Pisano, Mayor

April Fisher, AICP, President

Attest:

Yolanda Quiceno, City Clerk

Approved as to legal form and sufficiency:

City Attorney

"Attachment A"

CITY OF BELLE ISLE
SCOPE OF WORK FOR GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The CONSULTANT shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.

The CONSULTANT shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and identification of other technical/professional review services needed such as transportation engineering review, and (e) consistency with the Land Development Regulations and Comprehensive Plan.

- B. The CONSULTANT shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members by reviewing and providing recommendations on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, zoning review of permits for items such as fences, accessory structures, and swimming pools).
- C. The CONSULTANT shall provide technical assistance on revisions to the Land Development Regulations.
- D. The CONSULTANT shall attend and make presentations at Planning and Zoning Board meetings and City Council meetings as needed to carry out the duties identified in this Scope of Work.
- E. The CONSULTANT shall coordinate training sessions with the elected officials, Planning and Zoning Board and CITY staff members on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary and requested.

II. ROUTINE MAPPING (ON GIS BASE MAP)

- A. The CONSULTANT shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The CONSULTANT shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

"Attachment B"



CERTIFICATE OF LIABILITY INSURANCE

FISHE-2 OP ID: KM

 DATE (MM/DD/YYYY)
 10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Erin K. Kelley		CONTACT NAME: Kristin McIntosh PHONE (A.C. No. Ext): 321-445-1117 E-MAIL: ekelley@jcj-insurance.com FAX (A.C. No.): 321-445-1076	
INSURED Fisher Planning and Development Services, Inc. 6750 Bay Shore Drive St. Cloud, FL 34771		INSURER(S) AFFORDING COVERAGE INSURER A - Liberty Ins. Underwriters INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19917	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR. LTR.	TYPE OF INSURANCE	ADDL. SUBR. INFO. (W/P)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR (GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> EACH <input type="checkbox"/> PER <input type="checkbox"/> AGG. OTHER:					EACH OCCURRENCE \$ MEDICAL (per person) \$ GENERAL AGGREGATE \$ PRODUCTS - COMMODITY \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> AUTO <input type="checkbox"/> NON-AUTO <input type="checkbox"/> OTHER					BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$ \$
	UMBRELLA LIAB. EXCESS LIAB. RETENTION					EACH OCCURRENCE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYERS' LIABILITY EXECUTING OR CONTRACTING WORK (Mandatory in NH) If not required, describe operation(s) below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				\$ \$ \$ \$
A	Professional Liab		AEXCHABDSWQ001	10/21/2016	10/21/2017	Per Claim 500,000 Aggregate 600,000
DESCRIPTION OF OPERATION(S) / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER For Proposal Purposes		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FORPROP		AUTHORIZED REPRESENTATIVE Erin K. Kelley

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ACORD 25 (2014/01)

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CITY OF BELLE ISLE, FLORIDA

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www.cityofbelleislefl.org

March 1, 2017

To: Mayor and City Council

From: April Fisher, Interim City Manager

Re: **Recommendation for Award of RFP-16-LM-001: Landscape Maintenance**

In December 2016, the City requested formal proposals for City Landscaping Maintenance from interested firms through the formal request for proposal (RFP) process. The RFP was posted on the City's website as an open invitation for any interested firm to submit a bid. Six were received. These were from: Albert Moore, LLC; Dora Landscaping; Duval Landscaping Maintenance; Groundwerks; Helping Hand Lawncare; and Premier Lawn Maintenance.

Based on my review of the proposals submitted, I am recommending to City Council that a contract be awarded to Dora Landscaping Company for their proposal at \$84,350. Out of a total possible score of 100 on the evaluation form, Dora Landscaping Company scored 94. This was eleven points higher than the next highest scoring firm, which was Duval Landscaping Maintenance at a score of 83.

If City Council awards this to Dora Landscaping Company, staff will prepare the appropriate paperwork for the Mayor's signature. We will also execute the required notice to the current landscaping maintenance firm. If Dora Landscaping Company is unable to accept the award, I ask that the Council authorize award to Duval Landscaping Maintenance at their proposal of \$92,200 in the event Dora Landscaping Company does not accept.

Included with this recommendation, are all six completed RFP Evaluation Forms with my review comments and scoring and scanned copies of the original proposals submitted by each firm (by separate email due to file size limits). Please review any of the materials and I will be glad to answer any questions you may have.



Exeter Systems

SMALL BUSINESS I.T. SOLUTIONS

Quick Proposal for City of Belle Isle

Allan Chow, Exeter Systems LLC – March 1, 2017

Purpose

- a. City of Belle Isle, Florida (COBI, “the City”) wants to transition their email to Google Mail, under a separately domain name, from their existing on-site Exchange 2007 email system, under the current cobifl.com domain name. Project will include exporting and importing of exiting Exchange mailboxes, forwarding existing addresses, and ongoing administration of Google Mail for the City. This project does not include any changes to the existing server/Active Directory infrastructure for logins, file storage, or applications (Laserfiche, etc.)

Installation Overview

- b. **Exchange to Google Mail**
 - i. Forward Existing cobifl.com email addresses to new domain (21)
 - ii. Bulk export/import of email history to new accounts (21)
 - iii. Configure devices/desktop Outlook for new email
 - iv. Archive inactive Exchange accounts in place
 - v. Perform ongoing administration of Google Mail system on behalf of the City

Other

- c. **Note: Some accounts will take longer than others to export/import due to size**
- d. **Train all users in all stores on new systems, procedures, and best security practices**
- e. **Document entire system**

Costs

- f. **Installation and Setup = estimated 18 hours x \$95/hour**
- g. **Total Installation Costs before tax and shipping = \$1,710**
- h. **Earliest installation window is March 27, 2017**

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Estimated prices are noted as such and are subject to change, with prior customer approval.

Owner Signature _____ Date of Acceptance _____

Installer Signature _____ Date of Acceptance _____