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**NOTICE OF PUBLIC MEETING**  
**October 27, 2020- 6:30 PM**

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**CITY OF BELLE ISLE**  
**PLANNING AND ZONING BOARD REGULAR SESSION**

1. Call to Order and Confirmation of Quorum
  2. Invocation and Pledge to the Flag
  3. Approval of Minutes
    - a. P&Z Meeting minutes – August 25, 2020
    - b. P&Z Meeting Minutes – September 22, 2020
  4. PUBLIC HEARING CASE #2020-10-001- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANTS MICHAEL AND LISA GENTILE LOCATED AT 7606 DAETWYLER DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-8036-02-020.
  5. PUBLIC HEARING CASE #2020-10-003- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (b) (5), Sec. 50-102 (b) (16) AND Sec. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE WITH GATE IN THE FRONT YARD AND SIDE YARD OF PROPERTY OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANT DANIEL BARNES LOCATED AT 6838 SMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-090.
  6. PUBLIC HEARING CASE #2020-09-007 (CONTINUED) - PURSUANT TO BELLE ISLE CODE SEC. 42-63 AND SEC. 54-84 (D) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021
  7. Other Business
  8. Adjournment
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You are invited to a Zoom webinar.

When: Oct 27, 2020 06:30 PM Eastern Time (US and Canada)

Topic: Planning & Zoning Board Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82545554118?pwd=bVNBN1oyV3VmL29HQU9WVG9zWVhadz09> - Passcode: 801531

Or Telephone:

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

**Webinar ID: 825 4555 4118**

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International numbers available: <https://us02web.zoom.us/j/82545554118>

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Should any person decide to appeal any decision made regarding any matter considered at this meeting such person may need to ensure that a verbatim record of the proceedings is made to include testimony and evidence upon which the appeal is to be based, Persons with disabilities needing assistance to participate in these proceedings should contact the City Clerk at 407-851-7730 at least 24 hours in advance of the meeting.



**City of Belle Isle**  
**Planning & Zoning Board Regular Session Minutes**  
**August 25, 2020 – 6:30 pm**

Dan Langley City Attorney	David Woods Vice-Chairman District 1	Chris Shenefelt District 2	OPEN  District 3	Randy Holihan Chairman District 4	Rainey Lane District 5	Andrew Thompson District 6	Leonard Hobbs District 7
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On Tuesday, August 25, 2020, the Belle Isle Planning & Zoning Board met in a Zoom virtual conference at 6:30 pm in the Belle Isle City Hall Council Chambers

<https://us02web.zoom.us/j/88560832671?pwd=ZlhCV0Z2M3lBMctNRzRQSW85SHNBQT09> - Passcode: 738318

Board members present were: Chairman Holihan, Board member Woods, Board member Shenefelt, Board member Thompson, Board member Hobbs, and Board member Lane. Also present was Attorney Geller, City Manager Bob Francis, City Planner April Fisher, and City Clerk Yolanda Quiceno. Open Seat – District 3

1. Call to Order

Chairman Holihan called the meeting to order at 6:30 pm. Board member Hobbs gave the invocation and Pledge of Allegiance.

Attorney Geller stated, for the record, that this meeting is being held in a virtual platform, without a quorum physically present as authorized by the Governor of the State of Florida in Executive Order #20-69 as extended through 20-193.

2. Approval of the July 28, 2020 minutes

Vice-Chair Woods made the following scrivener's error as follows,

Page 1, Paragraph 7

Reads, "The applicant has provided supporting documentation ~~with~~ the revised site plan supplied in the packet."

Should read, The applicant has provided supporting documentation with the revised site plan supplied in the packet.

Page 1, Paragraph 8

Reads, "Mr. John Brown said there was an error on the ~~plans~~ that were missed during the initial request resulting in a second hearing. He agrees with Mrs. Fisher's explanation."

Should read, "Mr. John Brown said there was an error on the plans that were missed during the initial request resulting in a second hearing. He agrees with Mrs. Fisher's explanation."

**Board member Woods motioned to approve the minutes as edited.**

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

3. Public Hearing Case #2020-08-003 - Under Belle Isle Code Sec. 50-102 (B) (16) and SEC. 42-64, the Board shall consider and take action on a requested variance to place a fence with gates in the front yard of a residential property, submitted by applicant Clarence Hoenstine, located at 1903 Hoffner Avenue, Belle Isle, FL 32809, also known as Parcel # 18-23-30-5120-00-560.

April Fisher stated this variance application seeks a variance from Sec. 50-102 (b) (5) (a) to allow a six-foot fence with gates in the front yard on Hoffner Avenue. It is based primarily on security concerns that it will prevent unwanted vehicle traffic from using their driveway as a turn-around point. Based on what the Code requires on the threshold for consideration, and the applicant's testimony that security is the primary concern, staff recommends approval of the variance.

The applicant, Mr. Hoenstine, said security is the primary concern. He further noted that his gate would continue the same decorative look of his neighbor, who has a similar gate. He has an acre and a half, and the gate will be placed back enough on the property to allow emergency vehicle access. It will be a manual gate; however, it will allow for emergency access in the future. He said he would install a method to allow for a lock code to provide emergency services access to the property.

**Chairman Holihan called for any comments from the public.**

**There being none, he closed public comment for board discussion.**

**After discussion, the Board agreed that the variance would add to the neighborhood's residential look and harmony.**

**Board member Hobbs motioned to approve the variance as presented.**

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

**April Fisher stated that the applicant would have to wait for the 15-day appeal process before starting construction and allow the building permit to be approved.**

4. Public Hearing Case #2020-05-004 - Pursuant to Belle Isle Code Sec. 50-102 (A) (6), (7), and (d) (1) and Sec. 42-64, the Board shall consider and take action on a requested variance to allow a swimming pool, surrounding patio/deck, and screen enclosure to be located within the required setbacks from the 86.9 Contour Line or Normal High Water Elevation of Lake Conway, submitted by applicant Jordan Mears located at 3526 Country Lakes Drive, Belle Isle, FL 32812 also known as Parcel #20-23-30-4980-00-050

April Fisher said this application request is for a variance to place a swimming pool less than the 35-foot setback from the Normal High Water Elevation. He is on a canal, so his lot is not as deep as the other properties. Based on the fact that the swimming pool is in line with the properties adjacent to him on either side and meeting each of the variance criteria, the staff is recommending approval of the requested variance.

The applicant, Mr. Mears, spoke on variance and said he is looking to improve the back yard's visual appeal. He further added that his pool is a mirror image of his neighbor's pool. Mr. Mears said his neighbors on either side are in favor of his proposal.

Board member Lane stated that she is Mr. Mears's back neighbor and favors the proposed variance.

**Chairman Holihan called for any comments from the public.**

**There being none, he closed public comment for board discussion.**

**After discussion, the Board agreed that the variance is in harmony with the neighborhood.**

**Board member Woods motioned to approve the variance as presented.**

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

**April Fisher stated that the applicant would have to wait for the 15-day appeal process before starting construction.**

5. Public Hearing Case #2020-08-006 - Pursuant to Belle Isle Code Sec. 48-33, the Board shall consider and take action on a requested variance from Sec. 48-32 (A) (1) and Sec. 48-34 to allow an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090.

April Fisher stated that staff is requesting a continuance to a date certain of Public Hearing Case #2020-08-006 due to the new findings to the application since received that may change the variance request.

**Chairman Holihan asked the applicant if they will be willing to accept the continuance to the following month.**

**The applicant, Mr. Giles, said he would like to continue with the original application as presented and not favor the hearing being tabled.**

**The Board disclosed that they were contacted by the applicant and have visited the property.**

**Board member Lane motioned to continue the Public Hearing Case #2020-08-006 to the next scheduled meeting. Board member Shenefelt seconded the motion, which passed unanimously 6:0.**

6. Public Hearing Case #2020-06-050 – Pursuant to Belle Isle Code Sec. 42-64, the Board shall consider and take action on a requested variance from Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance from Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance from Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008
7. Public Hearing Case #2020-06-061 – Proposed Development Site Plan. Pursuant to Belle Isle Code Sec. 54-79 (f) (4), the Board shall review and take action on the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, FL 32812, also known as Parcel # 17-23-30-0000-00-008

April Fisher gave a summary of the application. She said it is a redevelopment site of an existing property with a gas station/convenience store that is no longer in operation. The applicant is seeking to redevelop the site as a medical office, adding additional square footage to the existing building. Because this is a redevelopment site, there are some constraints for the applicant, which include,

1. Set back requirement – The applicant is requesting a side setback of 5ft from the north property line to allow for the pharmacy's addition. The existing building is at a 5-ft setback and request is made for the same footprint instead of the required 15-ft set back.
2. Parking requirement – The applicant is short four parking spaces from what is required by Code. The applicant is providing additional parking spaces by reconfiguring the parking lot. As required by the City, they will also provide a binding shared parking agreement for the record.
3. Buffer on the North Property Line – In the Code, it requires a 15-ft transitional buffer between commercial and residential. Because of the existing building 5ft setback, it is impossible to have the 15-ft buffer since they are adding a small portion to the building.

For the Board's consideration, the staff provides a recommendation to approve the requested variances based on the above information.

The applicant, Dan Blankenship from Hosanna Building Contractors, spoke briefly on the Company's expansion. He stated that the Company is looking to beautify the building and is committed long term to the community.

**Chairman Holihan called for any comments from the public.**

**There being none, he closed public comment for board discussion.**

Chairman Holihan spoke briefly on a concern where vehicles cut through the gas station out to Conway and immediately going around to the north into the U-turn lane. Mr. Francis said there was a similar issue by the Cork & Fork, causing three lanes of traffic, which have been corrected.

Chairman Holihan further asked how the parking spaces are calculated for the medical building and pharmacy. April Fisher said there is not a specific category for pharmacy use. To be conservative, the City has two calculations, one for the medical office and one for the pharmacy (retail component). The parking is based on the conservative calculation to meet the requirement of the Code. Mr. Holihan asked, "Is the pharmacy, indeed a retail component?" Mr. Blankenship said yes, anyone could come into the pharmacy to purchase over the counter medicine, and there will be a separate entrance from the medical building. April Fisher said the applicant had submitted a response to the conditions discussed for consideration. A brief discussion ensued on changes to the common areas.

Vice-Chairman Woods shared a Google map of the parking lot and said it appears that the lot is full. He said adding more retail space in the front will cause more cars to create an overflow. Vice-Chairman Woods said a parking study



might be required.

Vice-Chairman Woods continued to discuss the following comments to the site plan,

1. The applicant did not provide for a dumpster in the site plan.
2. The property lines are not defined on the site plan to provide an accurate landscaping design. The applicant is claiming that the buffer landscaping is being placed on the right-of-way. He said it might be possible to narrow the parking lot and create a decent buffer area to the east. Also, the street access driveway proposed creates a significant traffic problem and should not be allowed. He suggested the driveway be moved to the west end of the south side of the property to allow for egress/ingress without causing a conflict. It will also allow for 23 parking spaces and improve traffic flow.

Mr. Francis asked if there is a requirement in the Code for all commercial business to need a dumpster. April Fisher said nothing in the Code requires a commercial dumpster; however, some standards apply. Mr. Blankenship said they do not object to moving the dumpster. He added that they are open to considering curbside service or a shared dumpster with the gym.

Attorney Geller said there are some different requirements for biomedical waste and should be considered. Mr. Blankenship, all the biowaste is picked up separately by a company called Sterile Cycle.

3. Vice-Chairman Woods asked if the applicant is placing a solid buffer wall or a perforated fence to the property's northerly side.
4. The applicant should provide consideration of the existing drainage structure.

Chairman Holihan said the comments addressed by Vice-Chairman Woods are valid and recommend the Board table the discussion to the next meeting to allow the applicant and City staff to make the appropriate changes.

**Board member Woods motioned to table Public Hearing Case #2020-06-050 and #2020-06-061 to the next scheduled meeting to allow for the applicant to produce a revised site plan that adequately addresses,**

- Landscaping
- North property line buffering
- Trash collection issues
- Parking Requirements
- Ability to complete conceptual drainage, and
- Traffic flow

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

#### 8. Other

At the request of the Board, Mr. Francis gave a brief update on the Park & Fly. Mr. Francis said he does not have an update. They have not submitted a new plan. He did note that they have not been parking on the grass.

Mr. Francis said in the next agenda he would be submitting for the development of the Wallace Field.

#### 9. Adjourned

There being no further business, Chairman Holihan adjourned the meeting at 7:39 pm.

Yolanda Quiceno  
City Clerk, CMC



**City of Belle Isle**  
**Planning & Zoning Board Regular Session Minutes**  
**September 22, 2020 – 6:30 pm**

Dan Langley City Attorney	David Woods Vice-Chairman District 1	Chris Shenefelt District 2	OPEN District 3	Randy Holihan Chairman District 4	Rainey Lane District 5	Andrew Thompson District 6	Leonard Hobbs District 7
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On Tuesday, September 22, 2020, the Belle Isle Planning & Zoning Board met in a Zoom virtual conference at 6:30 pm in the Belle Isle City Hall Council Chambers

<https://us02web.zoom.us/j/81264896578?pwd=K1JOT24rczhZlOGN4bkErVkNPdz09> - Passcode: 151859

Board members present were: Board member Woods, Board member Shenefelt, Board member Thompson, Board member Hobbs, and Board member Lane. Also present was Attorney Langley, City Manager Bob Francis, City Planner April Fisher, and City Clerk Yolanda Quiceno. Absent was Chairman Holihan.

Open Seat – District 3

1. Call to Order

Vice-Chairman Woods called the meeting to order at 6:30 pm. Board member Hobbs gave the invocation and Pledge of Allegiance.

2. Public Hearing Case #2020-08-006 - (Continued) Pursuant to Belle Isle Code Sec. 48-33, the Board shall consider and take action on a requested variance from Sec. 48-32 (A) (1) and Sec. 48-34 to allow an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090.

Jeffrey Giles, the applicant, spoke on his proposed variance and briefly spoke on his boat dock's permitted work approximately 3-4 years ago. He was aware of the concerns when the neighbor was upset once he removed a fence on his property. He stated that the dock roofline and the setback encroachment were 20 years before the composite decking repair. He provided a letter for the record from his neighbor Dale Robinson who expressed no opposition with the dock and its location.

Vice-Chairman Woods said the pilings for the roof appear unattached to the dock and the new deck extends beyond the piling by about 18 inches, which indicated the dock was widened. Mr. Giles said he does not believe the improvement was more than 20% of the dock. Vice-Chairman Woods stated after reviewing the OCPA aerals online, he can confirm that the docks have been adjacent to each other as they are since before Mr. Giles owned the property.

April Fisher said if someone is proposing to reconstruct an existing dock it must be evaluated ahead of time by staff. Regardless of that, coming into conformity, docks are not allowed to touch. The basis of a variance request is how it fits into the surrounding community and is harmonious or injurious to a neighbor. The plans that were submitted with the original application did not show the two docks touching. With the new evidence of what has been constructed, we have to work with it now. In order to do the current work completed by the applicant, Mr. Francis said there are three references in the Code that would have applied to require a new permit. Mr. Francis provided a memorandum on his findings and additional photos for review.

Chairman Wood opened for public comment.

Laray Williams, daughter of Dale Robinson, spoke in opposition to the variance and submitted an email that was read for the record as follows, "Even if the boathouses have a history of touching and this is not accurate. Is that good construction practice? Is this according to any code? And would Belle Isle allow this to continue as a dock is rebuilt or repaired? Would a reputable contractor complete a project in this manner? Was this allowed in 1996 when the dock was first converted from an enclosed flat roof boathouse to an open, hipped roof boathouse? One boat house touching another boathouse is unacceptable, and one questions how a city code would allow this."

There being no further comments, Vice Chairman Woods closed citizen comment and opened for Board discussion.

Vice-Chairman Woods said the purpose of the Code is to improve our neighborhoods over time. This is a situation where the applicant made the modifications without a permit thus avoiding the process. Discussion ensued.

Attorney Langley spoke on code enforcement fines and maximum amounts. The City's code enforcement remedies are extensive. The nature of the violation could be fined so that a daily penalty can be accrued until the violation is corrected. There are also other remedies afforded to the City in the Code, which can include obtaining a court order to require the removal of noncompliance structure in the form of a Junction Relief.

**Board member Shenefelt moved to deny all variances requested and to accept the recommendations as highlighted in the staff report pursuant to Belle Isle Code Sec. 48-33, the justifying criteria of the Belle Isle Land Development Code, having NOT been met the requirements of Section 48-32 (A) (1) and Sec. 48-34, TO DENY an expansion of the dock to extend the roof of an existing nonconforming dock, allow replacement of pilings and decking on the nonconforming dock, and allow a variance from the required side setback for the existing dock, submitted by applicant Jeffrey Giles, located at 5842 Cove Drive, Belle Isle, FL 32812 also known as Parcel Number 20-23-30-1660-00-090.)**

**Board member Hobbs seconded the motion, which passed unanimously 5:0.  
April Fisher stated that the applicant would have 14 days to appeal to City Council.**

3. Public Hearing Case #2020-06-050 – (Continued) Pursuant to Belle Isle Code Sec. 42-64, the Board shall consider and take action on a requested variance from Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance from Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance from Sec. 50-73 (d) (1), Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008.

Dean Blankenship, the representative for Hosanna Building Contractors, said he has submitted a narrative in response to the August 2020 hearing and has responded to the Board's comments based on the existing conditions.

Vice-Chairman Woods shared and reviewed several comments upon review of the site plan as follows,

1. Does the garbage truck have sufficient ingress/egress access
2. The addition to the building is shown with no dimensions (approximately 4,122 sqft-500 ft more than shown)
3. Parking Space Dimensions:
  - 50-72-d-1-a Parking dimensions 9'x20'
  - 50-72-d-1-c allows 2' beyond curb or wheels top so long as it does not encroach on sidewalks or landscaping.
  - Oddball parking width? Would it be better to go 9' and use the balance for landscaping?
4. No hedge showed in any of the landscape areas
5. Are the dimensions to the east accurate? The drawings show non-tangent arcs?
6. We need to make sure the sight triangle is clear. FDOT detail 546 <https://www.fdot.gov/docs/default-source/roadway/ds/06/idx/546.pdf>
7. Where is the cross access agreement to allow the south west entrance
8. Vice-Chairman Woods stated the impact of any future change of use, which could increase retail space also needs to be considered?

Chairman Woods opened for public comment. The City Clerk stated that she had not received any public comments for this Public hearing. There being no further comments, Vice Chairman Woods closed citizen comment and opened for Board discussion.

**After Board discussion, Board member Thompson moved, the criteria of Section 42-64 of the Belle Isle Land Development Code having been met TO APPROVE the requested variance from Sec. 50-72 (a) (1) to allow a variance from the required number of parking spaces, take action on a requested variance; Sec. 50-73 (a) to allow a variance from the required building setbacks, and take action on a requested variance; Sec. 50-73 (d) (1),**

**Sec. 50-76 (3) (b) (1) and Sec. 50-76 (5) (b), to allow for a reduced screening and buffer, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle FL 32812, also known as Parcel # 17-23-30-0000-00-008.**

**Board member Lane seconded the motion, which passed unanimously 5:0.**

4. Public Hearing Case #2020-06-061 – (Continued) Proposed Development Site Plan. Pursuant to Belle Isle Code Sec. 54-79 (f) (4), the Board shall review and take action on the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, FL 32812, also known as Parcel # 17-23-30-0000-00-008.

Vice-Chairman Woods reads code 50-73 (d) (1), Section 50-76 (3) (b) (1) and Section 50-76 (5) (b) for the record. Vice-Chairman Woods said the main issue to consider for the approval of a site plan in compliance with the 8ft solid wall and 15ft side landscaping buffer. He noted that dimensions were not provided on the site plan. There is an existing aluminum fence and some landscaping that is not in compliance. The land to the north is essentially a parking lot. Vice-Chairman Woods said he would like to see an visually opaque hedge buffer at least 6ft in height. Also, as long as the building use justifies the parking submitted, there is no need for a variance for that. Discussion ensued on visual landscaping buffer requirements.

April Fisher also added that it might be necessary to have the Shopping Center Owners signature on the final drawing (access) plans.

**After further discussion, Board member Thompson moved, pursuant to Belle Isle Code Sec. 54-79 (f) (4), TO RECOMMEND APPROVAL of the proposed site plan, submitted by applicant Hosanna Building Contractors, located at 5050 Conway Road, Belle Isle, FL 32812, also known as Parcel # 17-23-30-0000-00-008 subject to the following conditions,**

- **Conditions as stated in the staff report,**
  - **A separate dumpster permit shall be required as part of the building permit process that meets the design standards provided in the Code. The applicant has indicated the dumpster's proposed location and provided information on the size of the dumpster proposed.**
  - **The applicant seeks to close the existing curb cut abutting Conway Road, as indicated on the site plan. The applicant has provided a copy of the communication with the FDOT showing the procedure to effectuate this. As a condition of approval, the applicant must provide approval from the FDOT to close the curb cut prior to receiving building permit approval.**
  - **A landscaping plan consistent with Sec. 50-76 shall be provided for review with the building permit application. This shall include an irrigation plan.**
  - **Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-79 (f) (2) shall be provided for review with the building permit application.**
  - **A lighting plan with foot-candle information shall be required as part of the building permit application process, if new exterior lighting is proposed, to ensure no light pollution occurs onto adjacent residential properties.**
  - **A separate sign permit application is required.**
- **A hedge at least 2 ½ feet in depth to mature to 6ft in height within 2-years.**
- **Approval of a driveway entrance not to encroach on the property parking area to the west.**

**Board member Shenefelt seconded the motion, which passed unanimously 5:0.**

Board member Lane excused herself from the remainder of the meeting.

5. PUBLIC HEARING CASE #2020-09-007 - PURSUANT TO BELLE ISLE CODE SEC. 42-63 AND SEC. 54-84 (D) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021

The applicant, City Manager Bob Francis, said this is part of a Use Agreement with Cornerstone Charter Academy (CCA). In this agreement, CCA will be the City agent and have submitted all the technical work.

Brian Leahy, Construction Manager for CCA, Rolando Llanes, Sara Garaulet from Civica Group, and Jimmy Palm from Appian Engineering were present. He provided a response summary dated September 21, 2020, addressing the staff comments and a copy of the Use Agreement for the record. An overview of the responses was discussed.

April Fisher spoke on the staff report stating that the setback requirement has been met for Open Space zoning.

City Manager Francis said this property is a public park and falls under the same regulations as all public parks in the Code. The parks are opened sunup/sundown, opened and closed by City staff, and open to all Belle Isle residents. Discussion ensued in park use and Use Agreement guidelines on hours of use. Mr. Francis said CCA has the responsibility for the maintenance and installation of the proposed astroturf.

Vice-Chairman Woods gave a summary of his site plan review as follows,

- The site plan does not provide sufficient trees to be used as shade trees.
- Provisions for additional future parking by relocating the swale to the southeast corner should be considered.
- The land's general slope is west to east and recommends a pollution abatement swale along the east property line to catch the small rainfall runoff.
- He noted inconsistent labeling of the existing 6' brick wall or block wall.

Brian Leahy said he would have the Engineers review the design plans per the comments.

Vice-Chairman Woods opened for citizen comments.

The city clerk stated that she has a few comments and read the following for the record,

1. Donella Altice residing at 1309 E Wallace Street, said, "Regarding the site plan to be reviewed by the planning and zoning board tonight, I would like to see Wallace Park kept as an open space for the enjoyment of our citizens. I would like to see the football practice area removed. This area benefits only the School, not the entire community. Perhaps it would be a better idea for the City of Belle Isle to do the beautification of Wallace Park rather than the school getting involved."
2. Gary Meloon residing at 6101 Matchett Road, said, 1) what is the actual number of acres in Green Space or Open Areas that the City of Belle Isle is deficient based on the City's Charter? And, 2) how does the proposed site plan allow for the field to fit into the City's Charter for Green Space or Open Areas?
3. Ardis Meloon residing at 6101 Matchett Road, spoke as a Panelist and asked if the Board is aware of the current impact of the light pollution on the field. Mrs. Meloon shared her concerns and said the surrounding residents have already been impacted by some of the things happening at the School. Does the Board take into consideration the impact of their decisions on the local community? What will happen at the park with weekend activities of parties and loud music? Will the City have additional resources to oversee the weekend activities? Also, she shared her concern with the current challenge with unleashed dogs in the park, excessive stereo/party noise, and recurring drainage issues.
4. Jeff & Hillary Maul residing at 1130 Waltham Avenue spoke as a Panelist and shared her immediate concerns on the drainage and run off to her property, which is already an enormous issue. She said she and the residents were promised by the Board and Council that there will be no scoreboards, permanent fixtures, bleachers on the property. In 2013, 2016, and 2019, bleachers, lights, a scoreboard, and a press board was added. She wants to protect her property and privacy and wants the City to commit and hold the School to proper permitting and approvals.

- a. Jimmy Palm, Appian Engineering, said they had engaged technical engineers to gauge and determine where the problem areas prevent any adverse drainage from traveling offsite. He stated that they would be held to the standards set by St. Johns Water Management. Vice-Chairman Woods said a swale along the north portion could help capture the runoff and direct it to another location on the site. Mr. Palm said he does not see a problem looking at the request.
5. John Hronek resided at 1320 Waltham Avenue, spoke as a Panelist, and shared his concerns on the property's added lights. They have been subject to a lot of flooding to the north from the school runoff. He further shared his concern with high school traffic, which does not allow him to get in and out of his home during the end of school hours. He further noticed that the new building will be branded with the CCA logo and how it can now be perceived as a City property. CCA has placed their footprint so deep, and he feels this is going to be another impact on our small City. He further shared his concern with the additional flooding issues that may occur with the proposed astroturf.
 

Jimmy Palm spoke on installing the artificial turf and said there is not a large amount of water to the north that travels offsite to cause further issues. He said St Johns Water Management regulates the permit, and they will not be allowed to discharge direct stormwater in a more significant amount than is currently being discharged.

There being no further comments, Vice-chairman Woods closed public comment and opened for Board discussion.

Board member Thompson asked does the drainage rating of >40 inches an hour remain no matter what soil type is underneath? Mr. Palm said it would depend on whether the drains percolate under the ground or are connected to a swale system. They are waiting for more information on the parameters.

Board member Shenefelt shared his concern with the astroturf and the amount of activity that it will bring to the park – (in Vice-Chairman Woods' words, "an attractive nuisance". Mr. Leahy said the astroturf would help reduce the use of fertilizer and upkeep. The CCA staff would also like to have the students practice on the same surface as the football field. Discussion ensued on the stormwater drainage issue on Wilks, Marinell, Hoffner.

Mr. Francis said City is working on a project with the County to be able to capture all the water under the Wallace Field and repurpose the water as irrigation or drain out into the County pipe on Wallace. He is not sure if this plan would be approved before construction on the Wallace field. There have been several meetings on these issues with the neighbors with staff, and the City Council. Mr. Francis said the City Council has no plans to change the classification; it will remain a park. Discussion ensued on vehicle parking.

Attorney Langley said the Board could condition the Special Exception by adding the resident's concerns, i.e., park lighting not reflected in the site plan. The City will not be able to restrict the park's use for Belle Isle residents only – it would be very problematic. It is an issue local governments wrestle with. Attorney Langley said the Board could Approve, Deny or Approve with conditions. Discussion ensued.

After Board discussion, Board member Shenefelt moved pursuant to Belle Isle Code Sec. 48-33, the justifying criteria of the Belle Isle Land Development Code, SEC. 42-63 AND SEC. 54-84 (D), Sub Sections: G, having NOT been met **TO DENY** A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

**The motion dies for lack of a second.**

Board member Thompson moved, pursuant to Belle Isle Code SEC. 42-63 AND SEC. 54-84 (D) of the Belle Isle Land Development Code having been met **TO APPROVE** A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

**Board member Hobbs seconded the motion, which passed 3:1 with Board member Shenefelt, nay.**

Vice-Chairman Woods moved, pursuant to Belle Isle Code 54-84 (G) (2) of the Belle Isle Land Development Code having been met **TO APPROVE** A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021 with the following exceptions,

- Install canopy trees between the walkway and the park's boundaries—minimum planting size about 12' height.
- Staff recommendations on the staff report 1-7 as follows,
  1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this cannot be substantiated or impervious, the application will be required to come back to the Board for a formal review.
  2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84 (g) (1) shall be provided for review with the building permit application.
  3. A restriction that lighting the practice field is not permitted to prevent light pollution on adjacent residential properties.
  4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.
  5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party's responsibilities and authorities regarding the development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building.
  6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,
  7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.
- Restrict runoff from the north, and east sides of the property with discharge to the storm drain in Wallace Ave.
- Consider provisions for possible future increase in parking spaces.
- No lights to be installed in the park at any time.

**Board member Hobbs seconded the motion failed 2:2 with Board member Shenefelt and Board member Thompson, nay. Board member Shenefelt shared his concern with the proposed use of astroturf.**

Vice-chairman Woods called for another motion.

There being none, the applicant requested to table the motion to the next scheduled meeting.

**Board member motioned to table Public Hearing #2020-09-007 to a date certain of October 27, 2020.**

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

**Vice-Chairman Woods excused Board member Holihan from tonight's meeting**

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

ADJOURNED

There being no further business, Vice Chairman Woods adjourned the meeting at 10:52 pm.

Yolanda Quiceno

City Clerk, CMC

**ITEM 4**  
**MEMORANDUM**

**TO:** Planning and Zoning Board

**DATE:** October 27, 2020

PUBLIC HEARING CASE #2020-10-001- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANTS MICHAEL AND LISA GENTILE LOCATED AT 7606 DAETWYLER DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-8036-02-020.

**Background:**

1. On September 29, 2020, Michael and Lisa Gentile submitted a request, application, and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, October 17, 2020, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, October 15, 2020

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

**SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64 and Sec. 48-34 of the Belle Isle Land Development Code having been met **TO APPROVE THE REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANTS MICHAEL AND LISA GENTILE LOCATED AT 7606 DAETWYLER DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-8036-02-020**

**SAMPLE MOTION TO DENY:**

"I move, the justifying criteria of the Belle Isle Land Development Code **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] **having NOT been met;** [may be used in addition to above or alone] **TO DENY THE REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANTS MICHAEL AND LISA GENTILE LOCATED AT 7606 DAETWYLER DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-8036-02-020**

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

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

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

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



October 15, 2020

**Variance Application: 7606 Daetwyler Drive**

Applicant Request: PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANTS MICHAEL AND LISA GENTILE LOCATED AT 7606 DAETWYLER DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-8036-02-020.

Existing Zoning/Use: R-1-AA/ single-family home

**Review Comments**

This variance application seeks a variance from Sec. 50-102 (b) (5) (a) to allow a six-foot high chain link fence with black aluminum bell arch gate in the front yard of the property. The chain link fence will be behind existing landscaping and not visible from Daetwyler Drive. The code expressly prohibits fences or walls in the front yard of a property. A variance is required before the proposed fence can receive a building permit.

The board in granting an application for the variance may consider as justifying criteria, the following from Sec. 50-102 (b) (16):

1. A difference in grade between the property upon which the fence will be installed and the immediately adjacent property;
2. The height or construction materials of already existing abutting walls or fences; and/or
3. Conditions existing upon or occupational use of adjacent property creating an exceptional privacy or security need of applicant.

The requirements of Sec. 42-64 (1) except for subsections 42-64 (1) (d) and (1) (f) shall otherwise be met.

The applicant has provided information supporting the variance request. Please see this information enclosed with this agenda item packet.

**Staff Recommendation**

Based on the applicant's identification that because of the deep lot configuration, security is a primary issue for installing the fence and gate in the front yard, staff recommends approval of the requested variance. This is consistent with meeting the criteria established in Sec. 50-102 (b) (16) (3) which the Board may consider as justifying criteria according to the code.

City of Belle Isle  
1600 Nela Avenue, Belle Isle, Florida 32809 \* Tel 407-851-7730 \* Fax 407-240-2222

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION

DATE: 9/29/2020  
☐ VARIANCE ☐ SPECIAL EXCEPTION ☐ OTHER  
APPLICANT: MICHAEL/LISA GENTILE  
ADDRESS: 7606 DAETWYLER DR.  
ORLANDO, FL. 32812  
PHONE: 407.947.3993

P&Z CASE #: 2020-10-001  
DATE OF HEARING: 10/27/2020  
OWNER: SAME

PARCEL TAX ID #: 29-23-30-8036-02-020

LAND USE CLASSIFICATION: R-1-AA ZONING DISTRICT: 4

DETAILED VARIANCE REQUEST: INSTALLATION OF 6' BLACK CHAIN LINK FENCE & A SET OF BLACK ALUMINUM BELL ARCH ESTATE GATES. ALL CHAIN LINK FENCE WILL BE BEHIND EXISTING LANDSCAPING NOT VISIBLE FROM DAETWYLER DR. ESTATE GATES WILL BE ACROSS EXISTING DRIVEWAY SET BACK APPROX. 40' FROM THE EDGE OF DAETWYLER DR.

SECTION OF CODE VARIANCE REQUESTED ON: \_\_\_\_\_

The applicant hereby states that the property for which this hearing is requested has not been the subject of a hearing before the Planning and Zoning Board of the kind and type requested in the application within a period of nine (9) months prior to the filing of the application. Further that the requested use does not violate any deed restriction of the property.

By submitting the application, I authorize City of Belle Isle employees and members of the P&Z Board to enter my property, during reasonable hours, to inspect the area of my property to which the application applies.

Applicant shall provide a minimum of ten (10) sets of three (3) photographs in support of this application as follows: at least one (1) photograph of the front of the property and at least two photographs (from different angles) of the specific area of the property to which the application applies.

[Signature]  
APPLICANT'S SIGNATURE

[Signature]  
OWNER'S SIGNATURE

FOR OFFICE USE ONLY:	FEE: \$150.00	<u>10/01/2020</u>	<u>#1102</u>	<u>Hrp</u>
		Date Paid	Check/Cash	Rec'd By
Determination _____				
Appealed to City Council: <input type="checkbox"/> Yes <input type="checkbox"/> No		Council Action: _____		

Michael/Lisa Gentile  
7606 Daetwyler Dr.  
Orlando Fl. 32812

September 29, 2020

City of Belle Isle Florida  
Planning & Zoning

Dear Planning & Zoning Board,

We are applying for a variance to install a 6' black chain link fence with (2) 8' wide black aluminum bell arch estate gates across the front of our property, set back approx.. 40' from the edge of Daetwyler Dr. behind our existing landscaping.

1. "What are the special conditions and circumstances unique to your property? What would be the unnecessary hardship?"

Our property is narrow and deep which resulted in the original home builder constructing the garage in front of the house, this caused there to be no visibility of the front of the house from the street. This created a good environment for break in's without being seen. We have had our front door kicked in & been robbed on 2 occasions in the last 10 years.

Daetwyler Drive has become a lot more travelled as people use it to bypass a congested Conway Rd. & speeding on Daetwyler has increased also.

We have pets and are concerned for their safety running into traffic.

In the past we have had random people who have come onto our property wanting to fish & swim in the lake, in doing some research there are several AIR-B-BNB rentals in the neighborhood on the East side of Daetwyler Dr. & their website lists lake access as an amenity. In talking to several of the people who have come on our property, they didn't know where the public area was & thought our property was the public area.

I travel quite a bit, Lisa & our 2 daughters would feel safer with a fence/gate to keep unwanted people from coming onto our property.

2. "How were the special conditions noted above created?"

The front door not visible from the street, this house was originally built in the 1930's I would imagine curb appeal & security were not as important as it is today. Thieves have a very good cover once they get between our garage & front door.

The foot traffic coming to fish & swim, could be attributed to the fact you can see the lake clearly from the road.

The increase in traffic & speeding on Daetwyler are a result of urban sprawl & Conway being a desired place to live.

3. "Can you accomplish your objective in another way? List alternatives you have considered & evidence why they are not feasible."

I do not believe that there is a better alternative for my family's safety, by not putting up a fence/gate.

A home alarm, security camera's & a 110lb. Mastiff have not deterred us from being robbed twice. While we do realize there is nothing that is fool proof as far as safety, we do believe a fence/gate would be one more deterrent in the effort to protect our family & property.

4. "What effects will approval of the variance have on adjacent properties or the surrounding neighborhoods?"

Approval should have no effect on the adjacent properties as both adjacent properties have been granted (this year) the variance we are applying for. Approval of our variance will allow us to match the adjoining properties with the same look.

Approval of our variance will have no effect on the surrounding neighborhood since the fence would not be able to be seen due to being behind our existing landscaping.

Thank you for your consideration.

Mike & Lisa Gentile

Michael/Lisa Gentile  
7606 Daetwyler Dr.  
Orlando Fl. 32812

September 29, 2020

City of Belle Isle Florida  
Planning & Zoning

Dear Planning & Zoning Board,

Lisa & I are requesting a variance to allow us to install a 6' Black Chain Link Fence & Black Aluminum Bell Arch Estate Gate on our property located at 7606 Daetwyler Dr.

The chain link fence will be installed approx. 40' from the edge of Daetwyler Dr. inside our property behind our existing landscaping, this placement will make the fence unable to be seen from Daetwyler Dr. The aluminum estate gate will also be set back approx.. 40' from the edge of Daetwyler Dr. across our driveway.

We would ask for consideration of this matter based on our answers submitted in the variance request & that (3) variances have been granted to the properties located on both adjoining property lines, on each side of us at 7600 Daetwyler Dr. Pete Clark residence, 7612 Daetwyler Dr. Kevin Lee residence & also a property at 7464 Daetwyler Dr. Jim Severtson residence.

We are proposing to use the exact materials & contractor (Datson Fence, Dan Colpits) that our neighbors have used.

Thank You for your consideration.

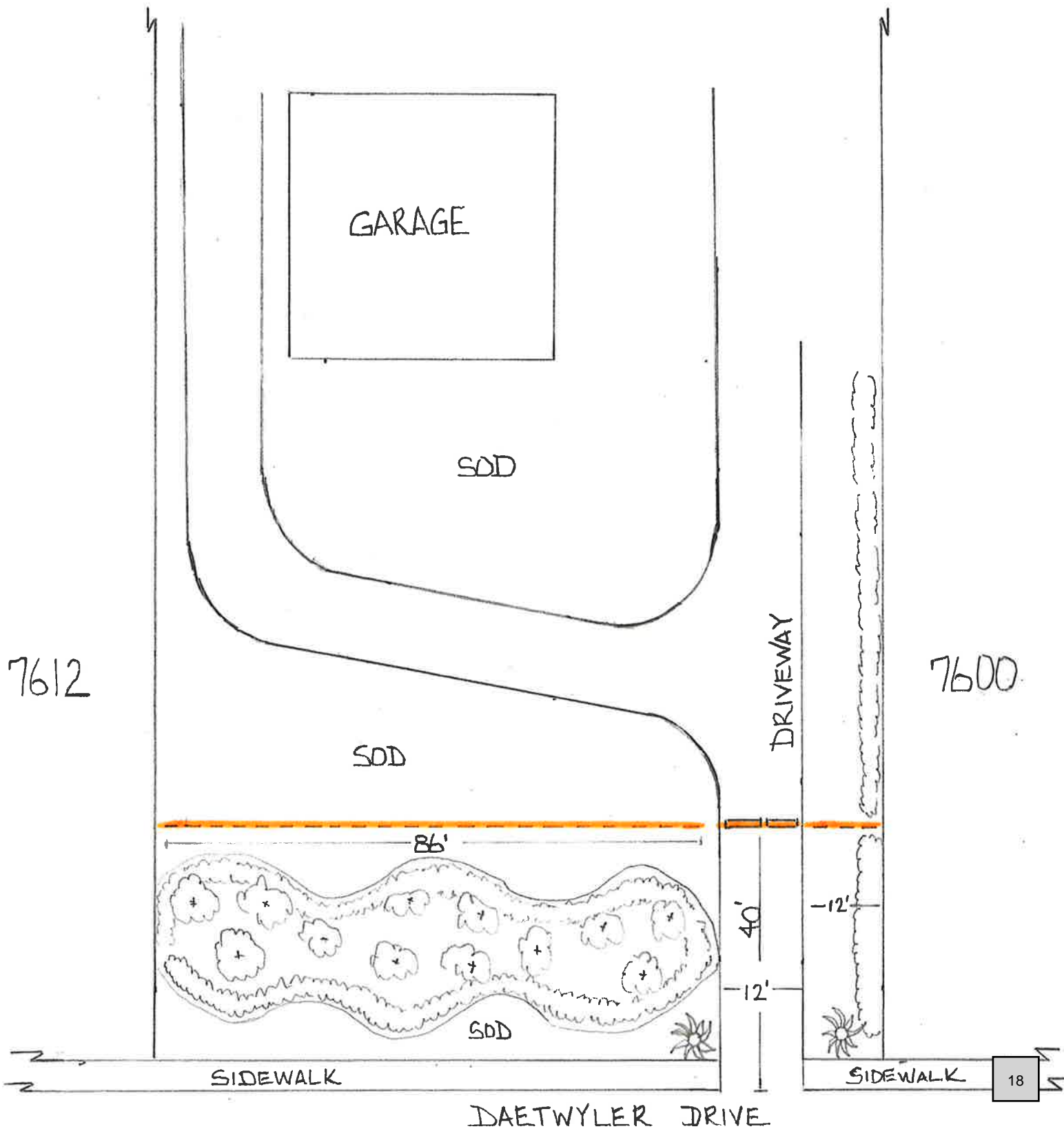
Mike & Lisa Gentile

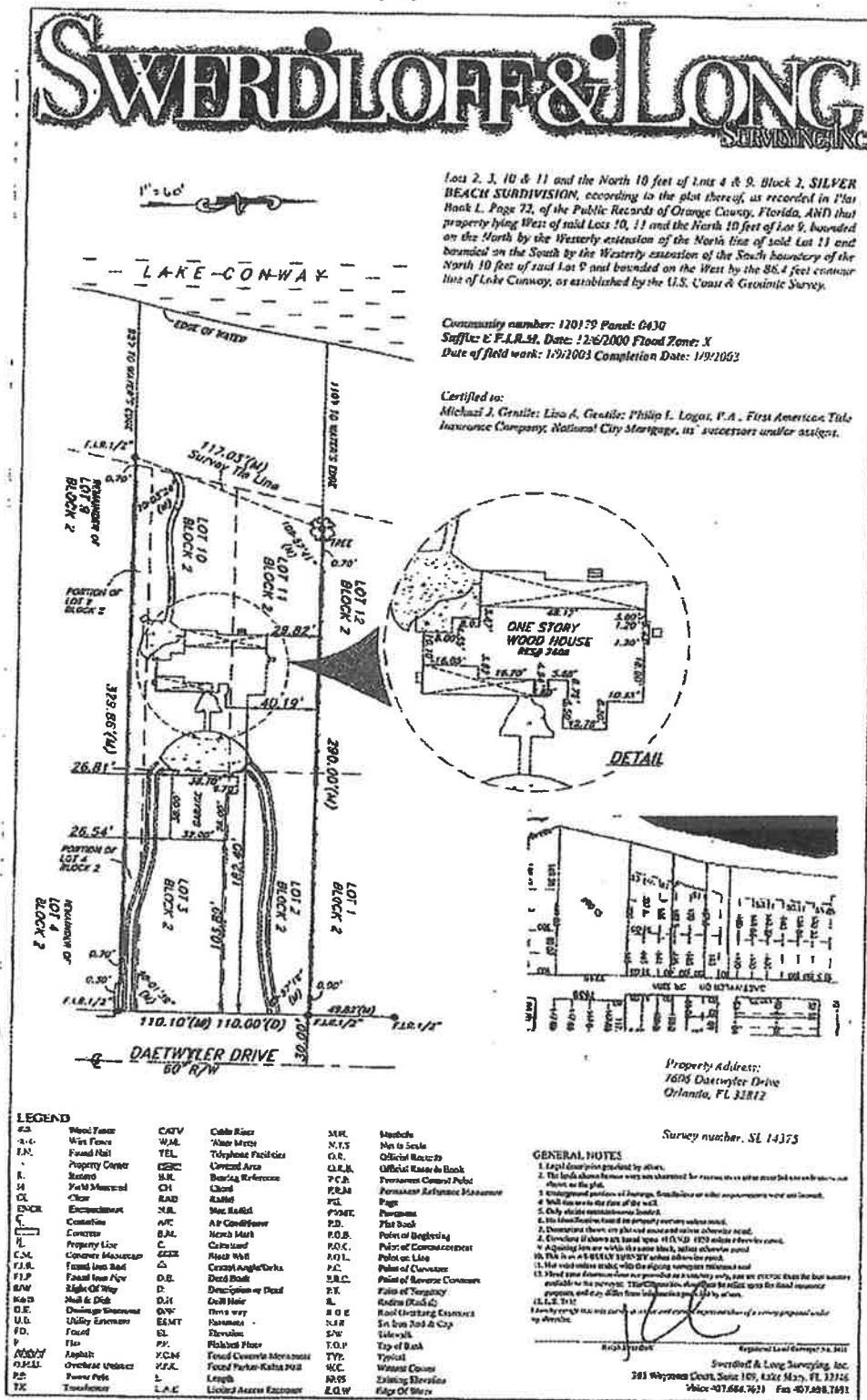
MIKE/LISA GENTILE  
7606 DAETWYLER DR.

PROPOSED FENCE

PROPOSED GATES

1" = 20'





**Fwd: Gentile variance request**

1 message

**Yolanda Quiceno** <yquiceno@belleislefl.gov>  
To: Heidi Peacock <hpeacock@belleislefl.gov>

Wed, Sep 30, 2020 at 10:12 AM

Add to packet if you receive one today

Yolanda Quiceno  
CMC City Clerk  
City of Belle Isle  
(407) 851-7730

Begin forwarded message:

**From:** Pete Clarke <peteclarked3@gmail.com>  
**Date:** September 30, 2020 at 10:02:56 AM EDT  
**To:** yquiceno@belleislefl.gov  
**Subject:** Fwd: Gentile variance request

Sent from my i-phone  
"Wisdom is knowing the right path. Integrity is taking it..."

Begin forwarded message:

**From:** PeteD3 <peteclarked3@gmail.com>  
**Date:** September 30, 2020 at 9:54:49 AM EDT  
**To:** yquiceno@belleislefla.gov  
**Subject:** Gentile variance request

Yolanda,  
I hope you are doing well and staying safe!  
Please see my full support of the Gentile's variance request.  
Thanks!!  
Pete

September 30, 2020

This email is in support of Mike and Lisa Gentile's request for a variance to install a fence and gate in front of their property located at 7606 Daetwyler Drive.

As an arterial Daetwyler is a very busy road and there is a good amount of foot traffic as well. This has resulted in most properties along Daetwyler having fences or walls in front of their homes.

The Gentile's request is consistent and compatible with their surrounding neighbors and we are in full support of their request.

Thank you,



Pete and Cathie Clarke

4.

Sent from my iPad



Yolanda Quiceno &lt;yquiceno@belleislefl.gov&gt;

**Fence request - 7606 Daetwyler Drive**

Carrie Lee <carrieroslee@gmail.com>  
To: Yolanda Quiceno <yquiceno@belleislefl.gov>  
Cc: Kevin Lee <thekevlee@gmail.com>

Fri, Oct 2, 2020 at 10:32 AM

Hi Yolanda,

We are reaching out in support of the variance request for a fence and gate for our neighbors at 7606 Daetwyler. This section of Daetwyler sees excessive speed and aggressive driving and we support the safety that a fence and gate would provide our neighbors.

Please feel free to contact us directly to discuss.

Best,  
Kevin and Caroline Lee  
7612 Daetwyler Dr, Orlando, FL 32812

## ITEM 5

### MEMORANDUM

**TO:** Planning and Zoning Board

**DATE:** October 27, 2020

PUBLIC HEARING CASE #2020-10-003- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD AND SIDE YARD OF PROPERTY OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANT DANIEL BARNES LOCATED AT 6838 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-090.

**Background:**

1. On September 30, 2020, Daniel Barnes submitted a request, application and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, October 17, 2020, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, October 15, 2020.

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

**SAMPLE MOTION TO APPROVE:**

"I move, the criteria of Section SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64 OF THE Belle Isle Land Development Code having been met **TO APPROVE THE REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD AND SIDE YARD OF PROPERTY OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANT DANIEL BARNES LOCATED AT 6838 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-090.**

**SAMPLE MOTION TO DENY:**

"I move, the justifying criteria of the Belle Isle Land Development Code Section SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, AND SUBSECTIONS: **having NOT been met TO DENY the requested variance TO APPROVE THE REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD AND SIDE YARD OF PROPERTY OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANT DANIEL BARNES LOCATED AT 6838 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-090.**

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

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

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

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



5.  
**April Fisher, AICP**  
PRESIDENT  
407.494.8789  
fisherpds@outlook.com

October 15, 2020

**Variance Application: 6838 Seminole Drive**

Applicant Request: PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE WITH GATES IN THE FRONT YARD AND SIDE YARD OF PROPERTY OF A RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANT DANIEL BARNES LOCATED AT 6838 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-090.

Existing Zoning/Use: R-1-AA/ single-family home

**Review Comments**

This variance application seeks a variance from Sec. 50-102 (b) (5) (a) to allow a six-foot high fence with interior walk gates in the front yard (east side) of the property. The property received a variance from the Board in 2017 for an existing fence and access gates in the front of the property. The proposed fence addition on the front, east side is consistent with the existing fence. The code expressly prohibits fences or walls in the front yard of a property. A variance is required before the proposed fence can receive a building permit.

The board in granting an application for the variance may consider as justifying criteria, the following from Sec. 50-102 (b) (16):

1. A difference in grade between the property upon which the fence will be installed and the immediately adjacent property;
2. The height or construction materials of already existing abutting walls or fences; and/or
3. Conditions existing upon or occupational use of adjacent property creating an exceptional privacy or security need of applicant.

The requirements of Sec. 42-64 (1) except for subsections 42-64 (1) (d) and (1) (f) shall otherwise be met.

The applicant has provided information supporting the variance request. Please see this information enclosed with this agenda item packet.

**Staff Recommendation**

Based on the applicant's identification that because of the "L" shaped lot configuration with a long narrower front, security is a primary issue for installing the fence and gates in the front yard, staff recommends approval of the requested variance. This is consistent with meeting the criteria established in Sec. 50-102 (b) (16) (3) which the Board may consider as justifying criteria according to the code.

## City of Belle Isle

1600 Nela Avenue, Belle Isle, Florida 32809 \* Tel 407-851-7730 \* Fax 407-240-2222

## APPLICATION FOR VARIANCE / SPECIAL EXCEPTION

DATE: 9/30/2020 P&Z CASE #: 2020-10-003  
☒ VARIANCE ☐ SPECIAL EXCEPTION ☐ OTHER  
 APPLICANT: Daniel Barnes OWNER: \_\_\_\_\_  
 ADDRESS: 6838 Seminole Dr.  
Belle Isle FL 32912  
 PHONE: 630-675-0356  
 PARCEL TAX ID #: 29-23-30-4389-02-090

LAND USE CLASSIFICATION: \_\_\_\_\_ ZONING DISTRICT: \_\_\_\_\_

DETAILED VARIANCE REQUEST: FRONT YARD (East Property) Fence

SECTION OF CODE VARIANCE REQUESTED ON: 50-102(b)

The applicant hereby states that the property for which this hearing is requested has not been the subject of a hearing before the Planning and Zoning Board of the kind and type requested in the application within a period of nine (9) months prior to the filing of the application. Further that the requested use does not violate any deed restriction of the property.

By submitting the application, I authorize City of Belle Isle employees and members of the P&Z Board to enter my property, during reasonable hours, to inspect the area of my property to which the application applies.

Applicant shall provide a minimum of ten (10) sets of three (3) photographs in support of this application as follows: at least one (1) photograph of the front of the property and at least two photographs (from different angles) of the specific area of the property to which the application applies.

APPLICANT'S SIGNATURE

OWNER'S SIGNATURE

FOR OFFICE USE ONLY: FEE: \$150.00

10/01/2020 # 1907  
Date Paid Check/Cash

HVP  
Rec'd By

Determination \_\_\_\_\_

Appealed to City Council: ☐ Yes ☐ No

Council Action: \_\_\_\_\_



## Special Conditions/Circumstances

The Property located at 6838 Seminole Drive was approved to bear an "L" shaped pattern resulting in numerous conditions unique to this property and creating several situations in which an approved front yard gate and fence would help alleviate.

- \* The front of the property at the street intersect of Seminole Drive is narrow while at the rear of the property it is wider. This creates a blockage of view at the street of the home and surrounding property due to the dwelling is set 300 feet from the street and offset on the lot.
- \* Since the owner took occupancy in June of 2016, two incidents of theft have occurred in areas at the front of the home. The thefts were in areas to the front of the dwelling and not visible from the street.
- \* Property is located within 6 houses from highly utilized Warren Park and a new canoe/paddle board launch dock.
- \* The owner is issued an unmarked Orange County Sheriffs vehicle containing secured equipment vulnerable to damage and theft.

## Creation of Special Conditions

The above special conditions are a direct result of the lot characteristics and construction location of the dwelling on the lot.

The owner has removed 8-12 foot shrubbery at the east side of the lot due to damage it was creating to the irrigation system. The east side shrubbery provided a visible barrier, however does not provide adequate security to the property. The continuation of existing fence will secure the property.

The owner has completed a front yard fence and gate (permit #2017-07-021) and needs this final fence approval for completion of project and securing of premises.

## Minimum Possible Variance/Alternative Methods Considered

Securing the property from vandalism and theft is best attained by securing the perimeter of the property hence forbidding entry. Crime prevention practitioners widely recognize that in order for crime to occur one would need a desire and opportunity. While we cannot control the desire we have all the control of opportunity.

68 % (13 of 19) of current established lakefront homes on Seminole Drive possess a front yard gate and fence.

Increases the homeowner security and overall value of home.

Sets the bar for future similar construction projects in the area as current owners consider improvements.

Pending approval of the front yard fence, the homeowner has installed a camera and Alarm system.

## Purpose and Intent

The fence (currently pictured on document front page) is esthetically pleasing and consistent with adjacent neighboring fence. The east side front yard fence will complete the process of securing the property.

Fence allows clear visibility to pedestrians and vehicular traffic while exiting property while allowing clear visibility into the property for police patrols.

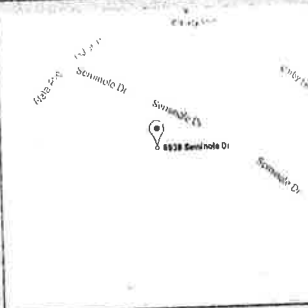


PREPARED BY:

# EXACTA

Land Surveyors, Inc.

www.exactaland.com  
Toll Free 866-735-1916 • F 866-744-2882



SURVEY NUMBER: 1605.2817

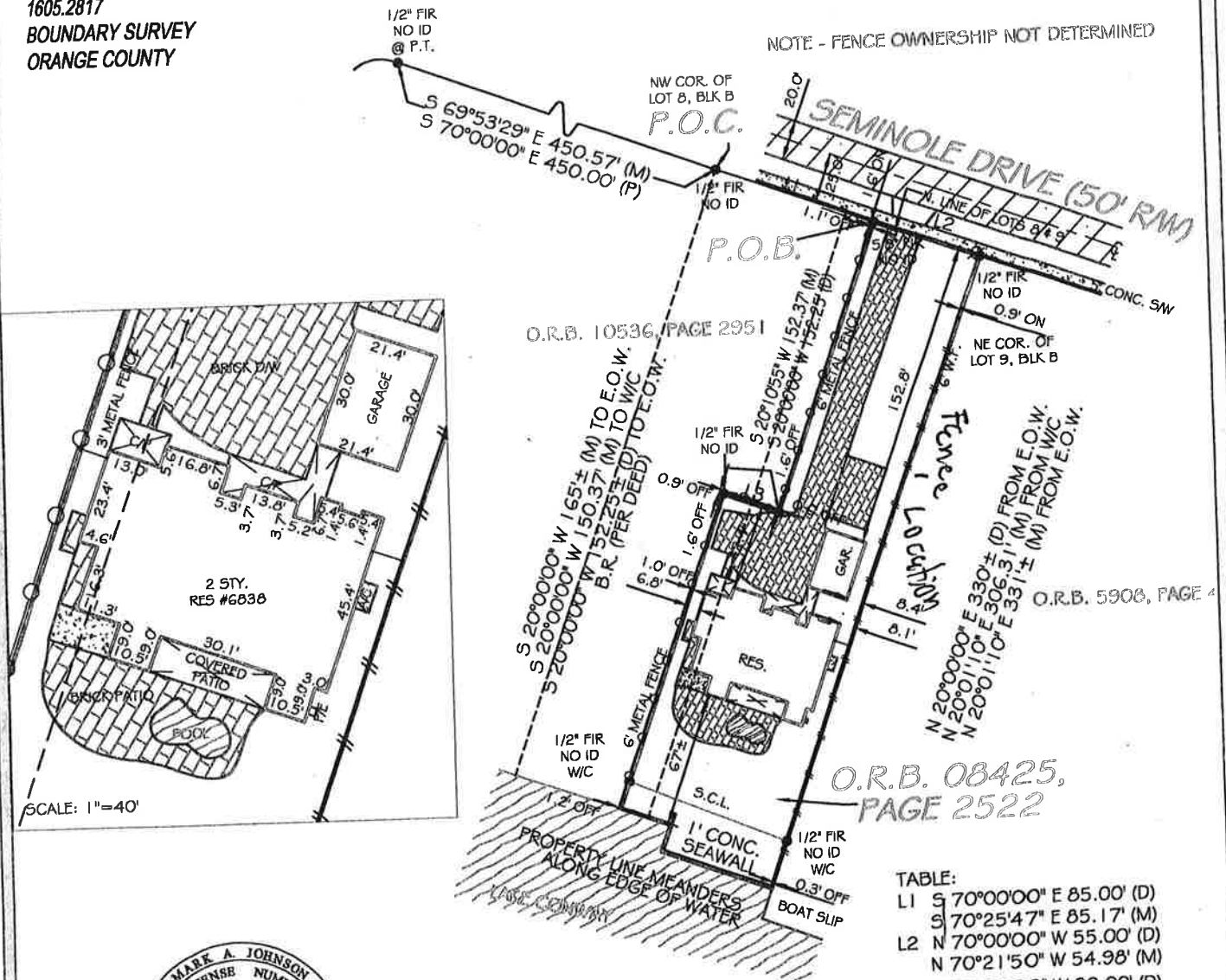
PROPERTY ADDRESS: 6838 SEMINOLE DRIVE BELLE ISLE, FLORIDA 32812

FIELD WORK DATE: 5/18/2016

REVISION DATES: (REV. 0 5/19/2016)

1605.2817  
BOUNDARY SURVEY  
ORANGE COUNTY

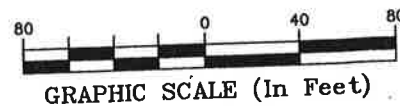
NOTE - FENCE OWNERSHIP NOT DETERMINED



SCALE: 1"=40'

I hereby certify that this Boundary Survey of the herein described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code.

Mark A. Johnson  
State of Florida Professional Surveyor and Mapper



GRAPHIC SCALE (In Feet)



## TABLE:

- |        |                          |
|--------|--------------------------|
| L1     | S 70°00'00" E 85.00' (D) |
|        | S 70°25'47" E 85.17' (M) |
| L2     | N 70°00'00" W 55.00' (D) |
|        | N 70°21'50" W 54.98' (M) |
| L3     | N 70°00'00" W 30.00' (D) |
|        | N 69°38'51" W 29.63' (M) |
| S.C.L. | N 67°42'33" W 85.06' (M) |

**Est. 1986**

## Proposal - Contract

PO Box 592157 • Orlando, FL 32859-2157

Office: 407-297-8329 • Fax: 407-297-0188

Website: [www.datsonfence.com](http://www.datsonfence.com) • Email: [datsonfence@aol.com](mailto:datsonfence@aol.com)

DAN80SPD@YAHOO.COM

<input type="checkbox"/> GATE OPERATOR	<input checked="" type="checkbox"/> ALUMINUM
<input type="checkbox"/> WOOD	<input type="checkbox"/> VINYL
<input type="checkbox"/> CHAIN LINK	<input type="checkbox"/> PVC
<input type="checkbox"/> REPAIR	<input type="checkbox"/>

POSTS
IN / OUT (IN-JUNE)

WALL GATES	DRIVE GATES
1-3 1-5	N/A
PILE GATES	PILE TYPE

N/A	Lokek In
-----	----------

115610	115611
--------	--------

TYPE	TYPE

PIXTA 21	STRINGER
----------	----------


TYPE TOP	
<input type="checkbox"/>	<input type="checkbox"/> PRINTED
<input type="checkbox"/>	<input type="checkbox"/> BLANK TOP

<input type="checkbox"/>	<input checked="" type="checkbox"/> OTHER
<b>CHAIN LINK</b>	

27 Nov 30	100 11, 100 12
C. A. D. C. 1	

112	100
1000 100 0.01	1000 100 0.01


DATE	10/10/1977
TIME	10:00 AM
LOCATION	1000 1000 1000


1-91-2-33,401-74189	BARBET WIRE
55741156	44764445

0	1	6
0	1	6

50' 310 4' 6.

400	243	R/K
-----	-----	-----

SEVENS IN COURT	RESIDENTIAL LITIGATION
--------------------	---------------------------

IN	CONFIDENTIAL RES
TAKEN DOWN	

(12570)	REDUCTION
---------	-----------

N/a	N/a
-----	-----

<input type="checkbox"/> LEASE IN JIB	<input type="checkbox"/> JIB CONNECTION
<input type="checkbox"/> GOES TO TR	
<input type="checkbox"/> GOES TO CAMP	

SEE DRAWINGS ON BACK

A ☐ TO III. SET TOP STRAIGHT  
H ☐ TOP OF FENCE TO FOLLOW

GROUPED

Note: Company not responsible for any

CUSTOMER <i>DAN BARNES</i>			
STREET <i>6836 SEMINOLE DR.</i>			
CITY <i>Belle Isle</i>		STATE <i>FL</i>	ZIP <i>32612</i>
JOBSITE LOCATION		STREET	CITY PHONE
HOME PHONE	OFFICE	FAX	

<p>* Datson Fence Company is not liable for any sprinkler systems.</p>
<p>CONTACT</p>
<p>CALL 800-675-0356</p>

24

REAR

EXISTING FENCE

FRONT

30'

300'

36"

7'

36" (Customer has this material)

60'

8'

INSTALL plus 3 material 2-RAIL plus 6-4-200

CUSTOMER GROWTH FENCE WOOD

No Warranty on Pressure

1- 310' of 6' tall 3-m  
2- of customers  
1- 30' of 4' tall  
ALUMINUM FENCE  
① 36" walk gate  
② 60" walk gate  
STYLE 203  
STYLE 400  
2- BLACK  
to remove  
stumps and grade  
line prior to  
work

Treated Pine from Warping

☐ VISA ☐ MASTERCARD  
☐ DISCOVER ☐ CHECK

TOTAL PRICE INCLUDES:  
☒ MATERIAL ☐ TEAR-OUT & I  
☒ LABOR ☒ PERMIT

☐ CHECK HERE IF CUSTOMER IS ACCEPTING RESPONSIBILITY FOR GETTING PERMITS AND ANY RELATED FEES, FINES, ETC.

BALANCE MUST BE PAID TO CREW WHEN JOB IS COMPLETE

PLEASE READ AND BE SURE YOU UNDERSTAND THE TERMS AND CONDITIONS ON THE REVERSE SIDE BEFORE SIGNING THIS CONTRACT. MANY OF THEM WILL BE IMPORTANT TO YOU.

By signing this proposal, Customer is authorizing Dalson Fence to do the proposed work, and is accepting the prices and specifications shown above, and Dalson Fence's standard terms 1-15 which may be on the reverse side, attached, or not attached. Customer may request a copy of terms 1-15 by calling Dalson Fence. Upon acceptance and signing by Customer, this becomes a binding contract.

Note: This proposal is valid for \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
DANIEL C. TAYLOR

Customer Signature X \_\_\_\_\_

\*\*\*DID YOU RECEIVE WARRANTY?\*\*\*

Print Name \_\_\_\_\_

LAUL	# 9834.00
	Total
	50% Deposit
	Balance

50 \_\_\_\_\_ days.  
Date 9/24/2  
NTY PAPERWORK?

☐ Repeat Customer      ☐ Yellow Pages      ☐ Referral      ☐ Other \_\_\_\_\_

## ITEM 6 M E M O R A N D U M

**TO:** Planning and Zoning Board

**DATE:** October 27, 2020

PUBLIC HEARING CASE #2020-09-007 (CONTINUED) - PURSUANT TO BELLE ISLE CODE SEC. 42-63 AND SEC. 54-84 (D) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

### Background:

1. On August, 2020, in partnership with Cornerstone Charter School, the City is seeking approval to develop the property as a public park with a practice athletic field for Cornerstone. The City submitted a request, application, and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, September 12, 2020, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on Thursday, September 10, 2020
4. At the September 22, 2020 meeting the Board continued the Public Hearing of Case No, 2020-09-007 to October 27, 2020.

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

### SAMPLE MOTION TO APPROVE:

"I move, pursuant to Belle Isle Code SEC. 42-63 AND SEC. 54-84 (D) of the Belle Isle Land Development Code having been met **TO APPROVE** A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

### SAMPLE MOTION TO DENY:

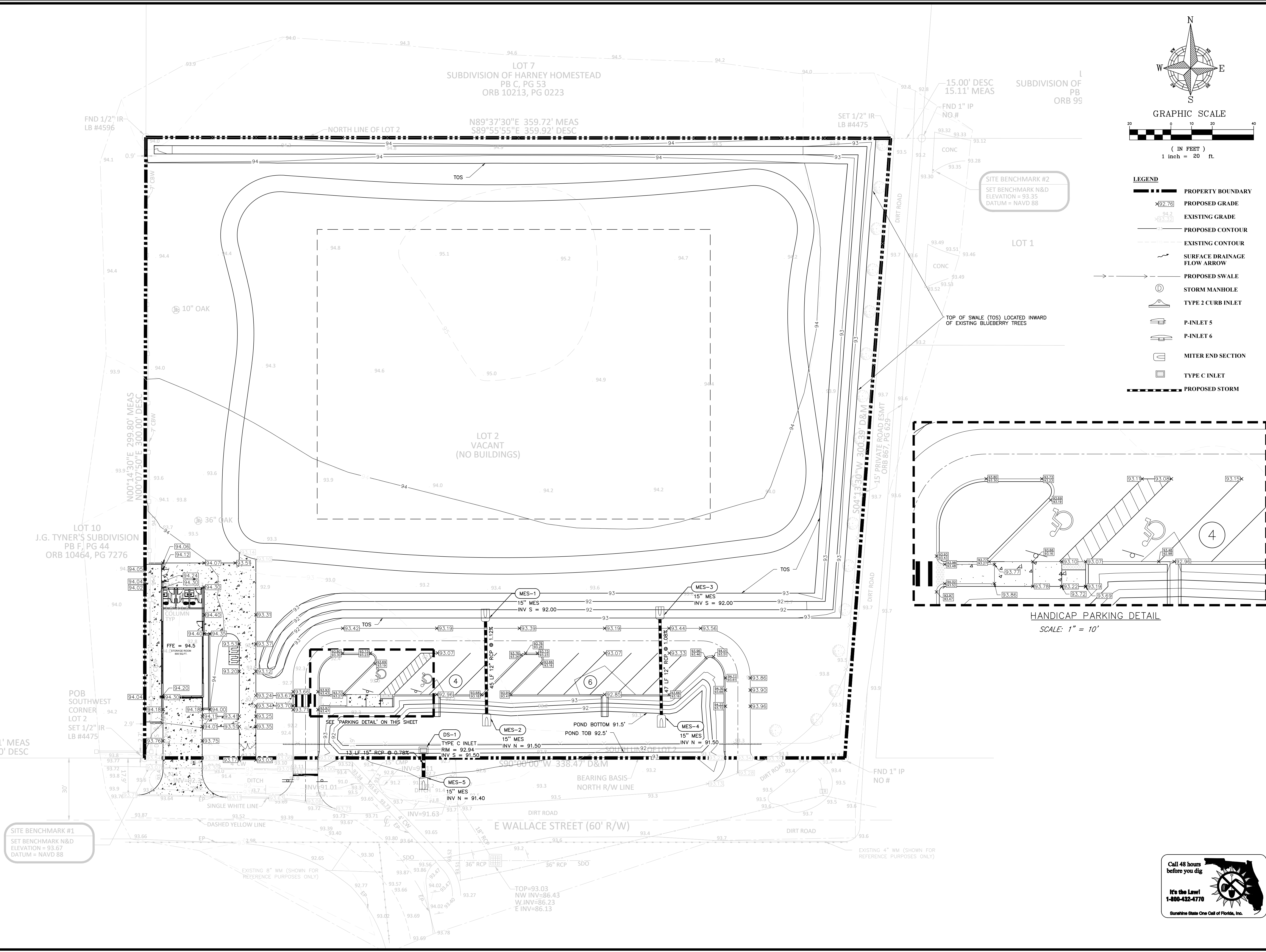
"I move, pursuant to Belle Isle Code Sec. 48-33, the justifying criteria of the Belle Isle Land Development Code, **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of SEC. 42-63 AND SEC. 54-84 (D), Subsections: **[STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED]** **having NOT been met; [may be used in addition to above or alone]** **TO DENY** A REQUESTED SPECIAL EXCEPTION TO ALLOW ACTIVE RECREATIONAL USES ON PROPERTY ZONED OPEN SPACE DISTRICT AND PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

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

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

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

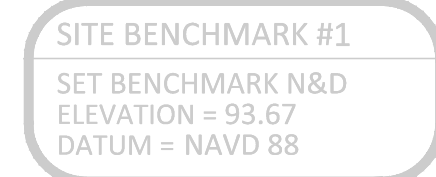
**SUBSECTION (G)**, the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.



CIVIL ENGINEERING I LAND PLANNING		PRELIMINARY SITE PLAN		CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA	
APPIAN ENGINEERING LLC.	APPIANFL.COM • 407.960.5868	2231 Las Rozas, Suite 27, Warner Park, Florida, 32789	STATE OF FLORIDA CERTIFICATE OF PROFESSIONALITY	DATE	REV.
SCALE	1" = 20'	PROJECT	CCS-01	SHEET	C5.0
DRAWN:	S. SULLIVAN	DESIGNED:	J. PALM	CHECKED:	M. STACY
DRAWING			DATE:	10/19/2020	
NOT FOR CONSTRUCTION					







CIVIL ENGINEERING | LAND PLANNING

**APPIAN ENGINEERING LLC.**

APPIANFL.COM • 407.960.5868

2221 LAW SUITE 27 WYOMING BEACH, FLORIDA 32278  
 305.946.8000 OFFICE • 305.946.8005 CELL

GEOMETRY PLAN  
PRELIMINARY SITE PLAN

---

CITY OF BELLE ISLE  
WALLACE PARK IMPROVEMENTS  
CITY OF BELLE ISLE, FLORIDA

SCALE	DRAWN:
1" = 20'	S. SULLIVAN
PROJECT	DESIGNED:
CCS-01	J. PALM
SHEET	CHECKED:
C3.0	M. STACY
	DATE:
	10/19/2020



**Call 48 hours  
before you dig**

**It's the Law!**  
**1-800-432-4770**



**Sunshine State One Call of Florida, Inc.**

NOT FOR CONSTRUCTION







September 14, 2020

**Special Exception and Site Plan Review:** Wallace Park Improvements

**Applicant Request:** This is a City owned property purchased in 2016. The City rezoned the property from single-family to an open space zoning designation in 2018. In partnership with Cornerstone Charter School, the City is seeking approval to develop the property as a public park with a practice athletic field for Cornerstone.

**Existing Zoning/Use:** Open Space/ Vacant

**Application Overview**

The proposed application is for development of a public park that will also include practice fields for the Cornerstone Charter School. The property is located within the jurisdiction of the City of Belle Isle and is owned by the City, with a zoning designation of Open Space.

Sec. 54-84 of the City Code identifies requirements for the Open Space zoning district. Active recreational uses are allowed through a special exception process (Sec. 54-84 (d)). Site plan review and approval by the Planning and Zoning Board is also required before a building permit may be issued (Sec. 54-84(g)(2)).

**Staff Review**

The following development standards apply to the Open Space zoning district:

1. No parking shall be located within 25 feet of any residentially zoned property nor within 15 feet of any right-of-way line.
2. No building, or structure, except fences or walls, shall be located within 50 feet of any residentially zoned property line or right-of-way line.
3. Impervious surfaces shall not cover more than 35 percent of the lot area.
4. Maximum building height is restricted to 20 feet.

**Staff Recommendations**

The proposed site plan is consistent with the development standards for the Open Space zoning district, with two considerations for further review: 1.) the Code does not provide parking space requirements for parks. The site plan proposes ten spaces. The Board can decide to define an adequate number based on review of the site plan and proposed activities (active/passive components). 2.) Impervious data is not provided with the site plan. An artificial turf field is proposed for a large portion of the site. The applicant will need to provide specific data regarding

whether the artificial turf is pervious or impervious to determine if the impervious surface ratio standard is met.

For the Board's consideration, it is within the Boards purview to require conditions applicable to approval of a proposed site plan. Staff recommends that the following considerations as conditions to be placed upon an approval of the proposed site plan:

1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this can not be substantiated or is not pervious, the application will be required to come back to the Board for formal review again.
2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84 (g) (1) shall be provided for review with the building permit application.
3. A restriction that lighting of the practice field is not permitted to prevent light pollution on adjacent residential properties.
4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.
5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party's responsibilities and authorities regarding development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building.
6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,
7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.

The Board may consider any of these conditions or apply others as deemed appropriate by the Board. Please note that if additional plans or agreements are requested, the Board may want to review these prior to granting approval of a site plan.

#### **Next Steps**

The Board may approve the proposed site plan application as it is, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application.

A decision by the Board may be appealed by an aggrieved person to the City Council pursuant to Sec. 42-71.



April Fisher, AICP  
President  
Fisher Planning & Development Services  
407-494-8789  
fisherpds@outlook.com

## RE: COMMENTS RESPONSE TO INITIAL SITE PLAN REVIEW

**To Mrs. Fisher:**

Applan Engineering, LLC, is pleased to submit this narrative response to staff's comments received on September 14, 2020, for the proposed project located at Wallace Park.

More specifically, we have provided a detailed response in **bold** for each staff comment for your review and approval.

We appreciate the opportunity to provide this response. Should you have any questions regarding its contents or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

VERY TRULY YOURS,  
APPIAN ENGINEERING, LLC



JIMMY PALM, P.E.  
PROJECT ENGINEER

## STAFF REVIEW COMMENTS:

1. No parking shall be located within 25 feet of any residentially zoned property nor within 15 feet of any right-of-way line.

**Response: Acknowledged. No parking is proposed within 25 feet of any residentially zoned property or within 15 feet of any right-of-way boundary.**

2. No building, or structure, except fences or walls, shall be located within 50 feet of any residentially zoned property line or right-of-way line.

**Response: Per the City of Belle Isle Zoning map and the Orange County Property Appraiser (OCPA) Record Card, the current property has a zoning designation of R-1-AA which requires a 30-foot minimum building setback. The current plans incorporate a 30' setback line from the ROW per City Code. It should also be noted that as much separation as possible was provided between the proposed building and an historic Oak Tree located on-site in the rear of the building. Please advise if a special exception or waiver will be required for the 50' setback requirement as current site constraints will not allow the building to be located any further from the ROW line as it is currently proposed. It should also be noted that the building is not located within 50' of any residential zoned property.**

3. Impervious surfaces shall not cover more than 35 percent of the lot area.

**Response: Acknowledged. The proposed artificial turf is a pervious material that allows stormwater infiltration into the ground. Specification sheets have been included with this letter for your reference. The proposed site improvements will not exceed the listed 0.35 ISR.**

4. Maximum Building Height is restricted to 20 feet.

**Response: Acknowledged. Building height will not exceed 20 feet in height.**

## STAFF RECOMMENDATIONS:

1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this can not be substantiated or is not pervious, the application will be required to come back to the Board for formal review again.

**Response: Acknowledged. Specification sheets of the AstroTurf material have been included with this letter or your review.**

2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84(g) (1) shall be provided for review with the building permit application.

**Response: Acknowledged. St. Johns River Water Management District (SJRWMD) has been engaged. A copy of the required stormwater permit will be provided once it has been issued.**

3. A restriction that lighting of the practice field is not permitted to prevent light pollution on adjacent residential properties.

**Response: Acknowledged. No lighting is proposed within the practice field, parking areas, or walkways. Park hours are intended to be from Sunup to Sundown.**

4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.

**Response: Acknowledged. No private business will be allowed to operate on the property without the direct approval by the City of Belle Isle.**

5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party's responsibilities and authorities regarding development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building..

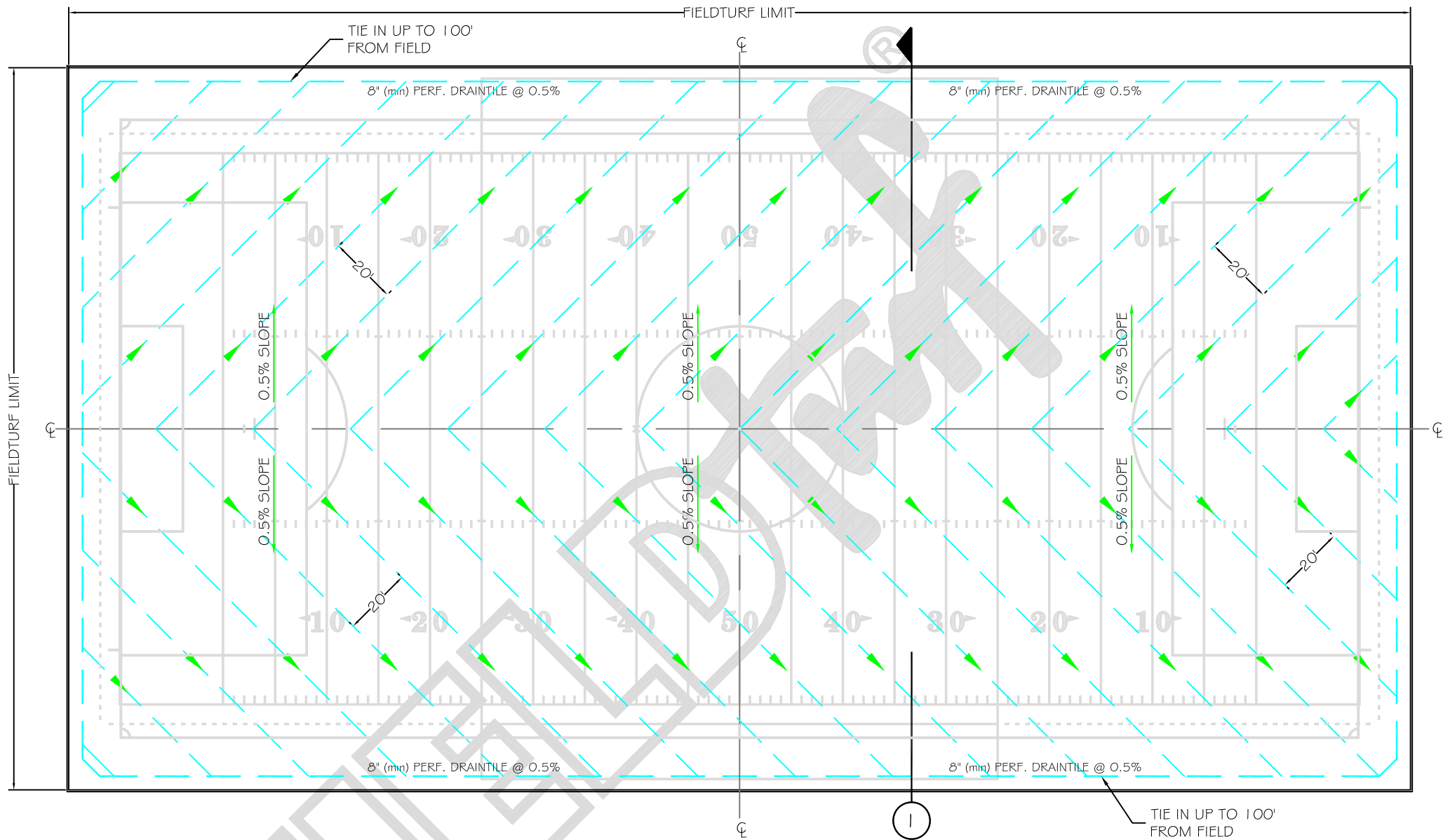
**Response: Acknowledged. To be coordinated between the City of Belle Isle and Cornerstone Charter School.**

6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,

**Response: Acknowledged. Currently "No Parking" signs are located offsite along Wallace Street and Matchett Road directly adjacent to the subject site. Additional no parking signs shall be provided if deemed necessary by the City.**

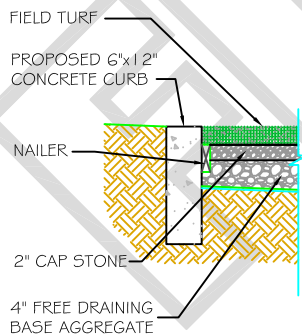
7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.

**Response: Acknowledged. Cornerstone Charter School and City Staff will work together to craft a plan relating to this. These requirements can also be amended into the current Non-Exclusive agreement in place for Wallace Park between the City of Belle Isle and Cornerstone Charter. A copy of the executed agreement has been included with this letter.**



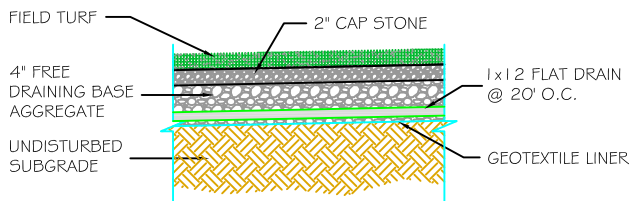
### FIELD DRAINAGE NOTES

1. AFTER EXCAVATION OF EXISTING SOIL TO THE PROPER ELEVATIONS REQUIRED THE NEW SUBGRADE WILL BE SHAPED AND COMPACTED TO DESIGNED DENSITY WITH A 0.5% SLOPE TO ALLOW FOR DRAINAGE.
2. A NEW CONCRETE CURB AND NAILER WILL BE INSTALLED AROUND THE PERIMETER TO PROVIDE A SECURE EDGE FOR FASTENING THE SYNTHETIC TURF. IN ALL CASES THE NAILER AND STONE ARE AT THE SAME ELEVATION.
3. A GEOTEXTILE FABRIC WILL BE PLACED OVER THE SUBGRADE, AND COMPOSITE DRAINS WILL BE INSTALLED AT 20 FEET ON CENTER AT A 45 DEGREE ANGLE TO THE FIELD. REFER TO THE FIELD DRAINAGE PLAN. (HERRINGBONE DESIGN)
4. THE COMPOSITE DRAINS WILL DRAIN TO AN 8" (MIN) PERIMETER COLLECTOR WHICH WILL BE CONNECTED TO THE EXISTING DRAINAGE SYSTEM.
5. FREE DRAINING AGGREGATE SHALL BE PLACED OVER THE COMPOSITE DRAINS AND THE PERIMETER COLLECTORS AND FINE GRADED FOR A FIELD WITH A 0.5% SLOPE.
6. ALL PIPE SIZING SHALL BE COMPLETED BY A QUALIFIED CIVIL ENGINEER.



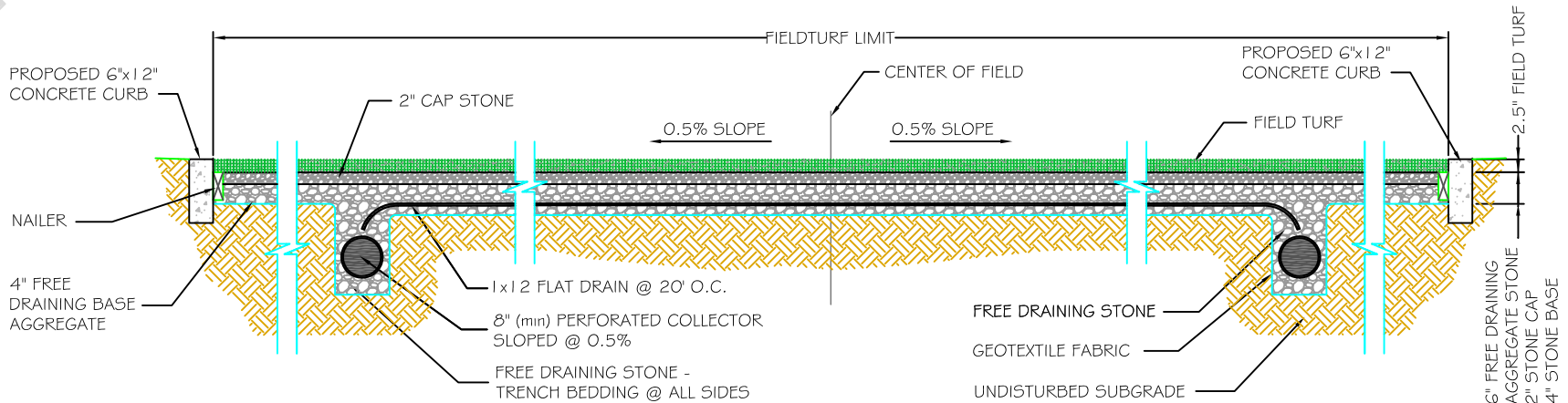
### CURB DETAIL

N.T.S.



### SUB DRAINAGE SYSTEM

N.T.S.



### TRANSVERSE SECTION THROUGH FIELD

N.T.S.

## FIELDTURF CONCEPTUAL DRAINAGE PLAN

DRAWN BY:	C.Y.
CHECKED BY:	C.C.
SCALE:	1" = 40'
FIELD AREA:	
	6.

**FieldTurf Tarkett**  
UNITED IN SPORT

RECTANGLE  
HERRINGBONE @ 20' O.C.

SHEET: DRAINAGE PLAN

ISSUE:

40

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.



## CRUSHED STONE BASE WITH FLAT DRAINS

6.

Either Base stone type 1 or base stone type 2 may be used, depending on availability.

### %PASSING

Sieves	Base StoneType 1	Base StoneType 2	Finishing Stone
3" or 75mm	-	-	-
2" or 50mm	100	-	-
1" or 38mm	90-100	-	-
1" or 25mm	75-100	100	-
1/2" or 19mm	65-95	90-100	-
1/4" or 12.5mm	55-85	80-100	100
3/8" or 9.5mm	40-75	70-100	85-100
1/8" or 6.3mm	25-65	60-90	75-100
US #4 or 4.75mm	15-60	50-85	60-90
US #8 or 2.36mm	0-40	30-65	35-75
US #16 or 1.18mm	0-20	10-50	10-55
US #30 or 600mm	0-10	0-35	0-40
US #60 or 250mm	0-8	0-15	0-15
US #100 or 150mm	0-6	0-8	0-8
US #200 or 75mm	0-5	0-2	0-2

### RESTRICTIONS:

To ensure structural stability:  $D_{60}/D_{10} > 5$  and  $1 < \frac{D_{30}^2}{D_{10}/D_{60}} < 3$

Fragmentation must be 100%.

To ensure separation of both stones:  $\frac{D_{85} \text{ of finishing stone}}{D_{15} \text{ of base stone}} > 2$  and  $3 < \frac{D_{50} \text{ of finishing stone}}{D_{50} \text{ of base stone}} < 6$

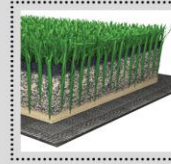
To ensure proper drainage: Permeability of base stone  $> 50$  in/hr ( $3.5 \times 10^{-2}$  cm/sec)  
 Permeability of finishing stone  $> 10$  in/hr ( $7.0 \times 10^{-3}$  cm/sec)  
 Porosity of both stones  $> 25\%$  (When stone is saturated and compacted to 95% Proctor.)

Depending on the type of rock present in the crushed stone mix, other mechanical characteristics might be necessary for approval

- "Dx" is the size of the sieve (in mm) that lets pass x% of the stone. For example,  $D_{60}$  is the size of the sieve that lets 60% of the stone pass. These sizes, for calculation purposes, may be obtained by interpolation on a semi-log graph of the sieve analysis.

Should the field need to support heavy vehicles, consideration must be given for the load bearing requirements of the base.

FieldTurf accepts no responsibility with regard to the base installation. This information is to be used as a guide only and must be modified to meet local soil conditions and anticipated rainfalls.

**TECHNICAL PRODUCT SPECIFICATION**
**CLASSIC HD**

**SLIT-FILM 2.25"**

PROPERTY	VALUE	UNITS	METHOD
Product Stock Code	FTHD-57		
Pile Yarn Type	UV-resistant polyethylene		n/a
Yarn Structure	Slit-Film		n/a
Yarn Denier	10800	Denier	D1577
Tape Thickness	130	Microns	D3218
Pile Height	2.25	inches	D5823
Pile Weight	33	oz/yd <sup>2</sup>	D5848
Primary Backing Weight	7+	oz/yd <sup>2</sup>	D5848
Secondary Backing Weight (Finger-Unit)	14+	oz/yd <sup>2</sup>	D5848
Total Carpet Weight	54	oz/yd <sup>2</sup>	D5848
Stitch Gauge	3/4 inch centers		D5793
Tuft Bind	8+	lbs/force	D1335
Grab Tear Length	>200	lbs/force	D5034
Grab Tear Width	>200	lbs/force	D5034
Pill Burn Test	Pass		D2859
Impact Attenuation (Gmax)	<200	gmax	F1936
Water Permeability	>40	inch/hour	DIN 18-035
Cryogenic SBR Rubber Infill	2.2	Lbs/ft <sup>2</sup>	
Sand	6.2	Lbs/ft <sup>2</sup>	
Total Product Weight	1264	oz/yd <sup>2</sup>	

Issue Date: 4/2/2018

Disclaimer: Variation of +/-5% on above listed property values is within normal manufacturing tolerances





## TEST REPORT

**Permeability of Synthetic Turf Sports Field Base Stone by Double Ring Infiltrometer (BS EN 12616:2013)**  
**Method A: Synthetic Turf, Textile, Synthetic and Bound Sports Surfaces**

**CLIENT:**

Company:	Fieldturf	Report Number:	75254
Address:	7445 Cote-de-liesse Rd Suite 200	Lab Test Number:	3059-8159
	Montreal Quebec H4T1G2	Test Date:	10/8/2018
		Report Date:	10/9/2018
		Page:	1 of 8
Requested By:	Alpha Gumboc		

**SITE INFORMATION:**

Site Address:	Rollins College	System Description:	Turf: FTHD2 Infill: Silica Sand (Bottom Layer) Infill: Rubber/Sand Mix (Middle Layer) Infill: Rubber (Top Layer) Pad: None Base: #57 Stone
	Baseball Stadium		
	700-800 Aragon Avenue		
	Winter Park, FL 32792		


**Test Scope:**

This specification provides a method for determining water infiltration rate. An infiltrometer is used to measure the rate of water infiltration into soils or other porous medias. The double ring infiltrometer employs two rings: an inner and an outer ring. The objective is to create a one-dimensional flow of water from the inner ring, with the outer ring helping control the flow into the inner ring, under a constant head pressure of  $31 \pm 5$  mm depth. After a ten-minute acclimation period of equalizing and adjusting flow rates, the technician begins recording the amount of gallons used to maintain the constant head pressure of  $31 \pm 5$  mm depth, equalized between the inner and outer rings for a duration of twenty minutes. The gallons recorded are fed into formulas that convert to drainage rates per hour, normalized to the water temperature at the time of the test (viscosity). Six site locations were tested, consisting of placing the infiltrometer on top of the synthetic turf surface, forcing ponding within the two rings, with the outer ring serving as a buffer area to prevent lateral flow of water from the inner ring. The rate of entry into the inner ring was measured to determine vertical drainage flow rate.

**Requirements:**

Synthetic Turf Council (Suggested Guidelines for Synthetic Turf Performance): > 10 inches/ hour

Form:	Rev:	Revision Date: 10/9/2018	Page 1 of 7
Release Date:	Control Type: Electronic – Expires 24 hours after this date: Oct. 9, 18 Printed copies are uncontrolled		

## TEST REPORT

### Test Data:

Site #	1
Site Location	Foul Territory, Off 3 <sup>rd</sup> Base, Near Coach's Box
Test Area	Full System
Date of Test	10/8/2018
Weather	Sunny
Time of Test	10:30 AM
Surface Temperature	82°F
Water Temperature	82°F
Gallons Used	31.4
Test Time	20 Minutes
Viscosity Factor	0.83
Normalized Drainage Rate	61 inches/hour
Outflow Observed (Wetted Area)	5' West Direction
Comments	Meets/Exceeds 10"/hr



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(706) 226-1400  
tsioffice@optilink.us



## TEST REPORT

### Test Data:

Site #	2
Site Location	Btw 2 <sup>nd</sup> and 3 <sup>rd</sup> Base, Outer Edge of Infield
Test Area	Full System
Date of Test	10/8/2018
Weather	Partly Cloudy
Time of Test	11:15 AM
Surface Temperature	84°F
Water Temperature	83°F
Gallons Used	37.9
Test Time	20 Minutes
Viscosity Factor	0.82
Normalized Drainage Rate	73 inches/hour
Outflow Observed (Wetted Area)	2' West Direction
Comments	Meets/Exceeds 10"/hr



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## TEST REPORT

### Test Data:

Site #	3
Site Location	Btw Pitcher's Mound and 2 <sup>nd</sup> Base
Test Area	Full System
Date of Test	10/8/2018
Weather	Cloudy
Time of Test	12:00 PM
Surface Temperature	85°F
Water Temperature	83°F
Gallons Used	37.0
Test Time	20 Minutes
Viscosity Factor	0.82
Normalized Drainage Rate	71 inches/hour
Outflow Observed (Wetted Area)	5' SW Direction
Comments	Meets/Exceeds 10"/hr



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## TEST REPORT

### Test Data:

Site #	4
Site Location	Btw 1 <sup>st</sup> and 2 <sup>nd</sup> Base, Within Base Line
Test Area	Full System
Date of Test	10/8/2018
Weather	Cloudy
Time of Test	12:45 PM
Surface Temperature	86°F
Water Temperature	83°F
Gallons Used	28.9
Test Time	20 Minutes
Viscosity Factor	0.82
Normalized Drainage Rate	55 inches/hour
Outflow Observed (Wetted Area)	5' North Direction
Comments	Meets/Exceeds 10"/hr



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## TEST REPORT

### Test Data:

Site #	5
Site Location	Foul Territory, Off 1 <sup>st</sup> Base, Near Coach's Box
Test Area	Full System
Date of Test	10/8/2018
Weather	Cloudy, Windy
Time of Test	1:30 PM
Surface Temperature	89°F
Water Temperature	82°F
Gallons Used	28.9
Test Time	20 Minutes
Viscosity Factor	0.83
Normalized Drainage Rate	56 inches/hour
Outflow Observed (Wetted Area)	7' East Direction
Comments	Meets/Exceeds 10"/hr



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## TEST REPORT

### Test Data:

Site #	6
Site Location	Behind Home Plate
Test Area	Full System
Date of Test	10/8/2018
Weather	Light Rain
Time of Test	1:15 PM
Surface Temperature	81°F
Water Temperature	82°F
Gallons Used	18.5
Test Time	20 Minutes
Viscosity Factor	0.83
Normalized Drainage Rate	36 inches/hour
Outflow Observed (Wetted Area)	5' NE Direction
Comments	Meets/Exceeds 10"/hr



### CONCLUSION:

All test sites meets/exceeds suggested guidelines of > 10" per hour.

### Test Report Approval:

Erle Miles, III, Lab Director Testing Services Inc.

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End of Report



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

**THIS AGREEMENT FOR NON-EXCLUSIVE USE OF WALLACE FIELD** (the "Agreement") is made this 12 day of Jan, 2019 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 1600 Nela Avenue, Belle Isle, FL 32809 (the "City"), and City of Belle Isle Charter Schools, Inc., a Florida not-for-profit corporation which operates Cornerstone Charter Academy, a Florida municipal charter school whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809 ("CCA").

**RECITALS:**

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

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

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

**AGREEMENT:**

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

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

2. **Construction, Maintenance and Repair**

(a) *Concept, Site Plan and Improvements Approval.* On or before one hundred twenty (120) days after the Effective Date ("Approval Date"), the City and CCA shall consider what concept, site plan and improvements for the Property are acceptable. If the City and CCA, in their respective sole discretions, do not each approve of the same concept, site plan and improvements for the Property on or before the Approval Date, this Agreement terminates on the day after the Approval Date. CCA shall, at its expense, prepare a professionally drawn site plan for the Property which site plan must meet the City's code requirements and which site plan is subject to initial approval by City Staff. Upon such initial approval, City Staff shall take such actions as the City deems appropriate for seeking approval of the use, including but not limited to preparing the application for site plan approval and acting as the applicant before the City's Planning and Zoning Board. The City may in its discretion authorize use of the Property by CCA prior to site plan approval, which use shall be subject to the terms, conditions, and provisions of this

Agreement except that the City may terminate such use and this Agreement at any time prior to site plan approval. In the event CCA's proposed site plan is denied by the City, either the City or CCA may terminate this Agreement upon written notice to the other party. If the site plan is approved by the City's Planning and Zoning Board and becomes final without a challenge or appeal, it shall be the "Site Plan" as hereafter referred to in this Agreement.

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

(c) *Maintenance by CCA.* CCA, at its cost, shall keep the Property in a neat, clean, and safe condition during and immediately following each event and use of the Property by CCA. After each event and use of the Property by CCA, and before leaving the Property, CCA shall remove any tangible personal property, equipment, waste, temporary signs, and other items associated with CCA's event or use of the Property except where authorized by the City, and CCA, at its cost, shall fully restore the Property to a clean, safe, and orderly condition to the satisfaction of the City in the City's sole discretion. CCA shall promptly repair any damage to the Property arising from the use of the Property by CCA or its agents, employees, attendees, students, etc.

(d) *Maintenance by City.* Except for the responsibilities assigned to CCA under subparagraph 2(c) above, the City shall maintain the appearance and general condition of the Property in a neat and clean manner. Maintenance Costs incurred by the City shall be evenly split between the parties. The City will bill CCA for such costs via itemized invoices, which must be paid within 30 days of receipt by CCA.

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

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

### 3. Use of Property

(a) *Use Restrictions.* CCA is authorized to conduct practice for its athletic programs, and other uses on the Property as approved by the City in the City's sole discretion. Use of the Property by CCA shall be during daylight hours only. The City shall have priority to use the Property for any purpose in the

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

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

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

#### 4. **Insurance & Indemnification**

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

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



employees, contractors, or students related to CCA's use of the Property, but excluding only such matters that are caused by the sole negligence of the City or its officials or employees. This paragraph shall survive termination and expiration of this Agreement.

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

## 5. **Term & Breach**

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

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

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

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

6. **General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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


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

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

CITY OF BELLE ISLE  
CITY COUNCIL



Nicholas Fouraker  
Mayor

ATTEST:  
  
Yolanda Quiceno, City Clerk

2/10/2020  
Date

CITY OF BELLE ISLE CHARTER SCHOOLS,  
INC



Signature

William S Brook

Print Name

Chairman

Position/Title

1/22/2020  
Date



# WALLACE PARK IMPROVEMENTS



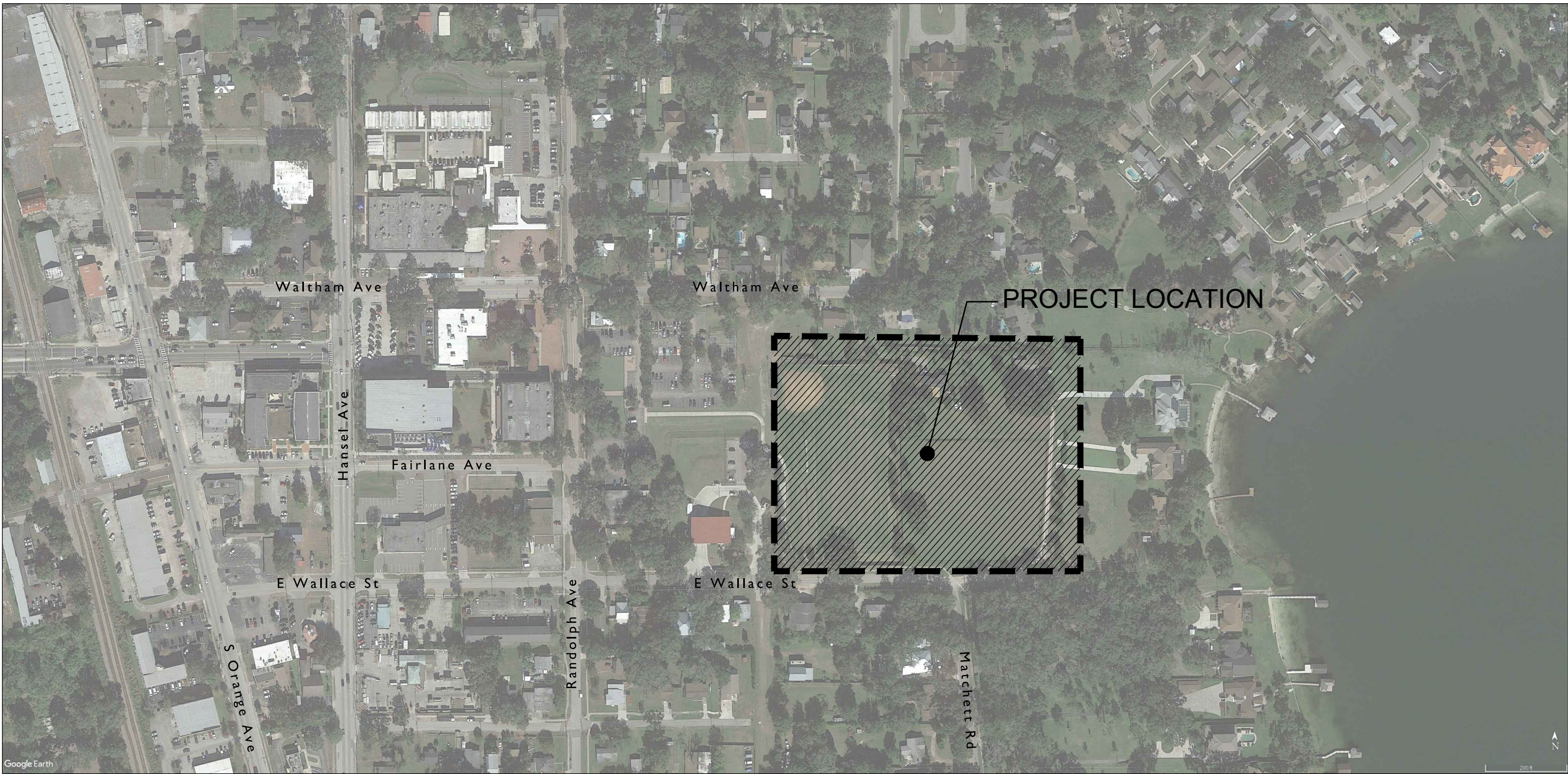
APPLICANT:  
**CITY OF BELLE ISLE**  
1600 NELA AVE,  
BELLE ISLE, FL 32809

DATE: JUNE, 2020  
ISSUED FOR:  
**SITE PLAN APPROVAL**  
CIVICA PROJECT: 200108

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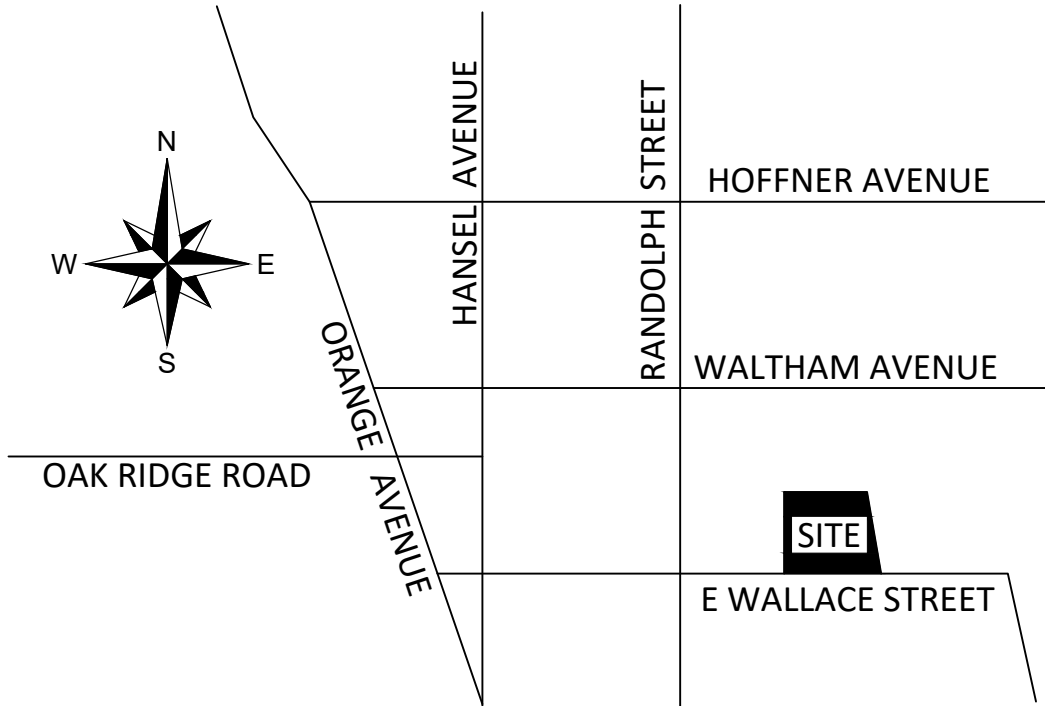
PROPOSED SITE 3D VIEW



 **SITE LOCATION**  
N.T.S.



VICINITY MAP (NOT TO SCALE)



PLAT OF SURVEY

LEGAL DESCRIPTION

A PORTION OF LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST 300 FEET TO THE NORTH LINE OF SAID LOT 2, THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 359.92 FEET; THENCE SOUTH 04 DEGREES 13 MINUTES 30 SECONDS WEST 300.39 FEET, TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 338.47 FEET TO THE POINT OF BEGINNING.

CONTAINS: 104,686 SQUARE FEET OR 2.4033 ACRES MORE OR LESS.

NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH R/W LINE OF E WALLACE STREET, BEING S90°00'00"W (DESC).
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0430F, COMMUNITY NO. 120179, ORANGE COUNTY, FLORIDA, EFFECTIVE: SEPTEMBER 25, 2009.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE.
7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
9. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #C698001 HAVING AN ELEVATION OF 101.033 FEET, (NAVD 88).

SE CORNER LOT 10  
J.G. TYNER'S SUBDIVISION  
PB F, PG 44  
FND 1 1/2" IP  
NO #  
S89°34'50"W 297.91' MEAS  
S90°00'00"W 298.00' DESC

POB  
SOUTHWEST  
CORNER  
LOT 2  
SET 1/2" IR  
LB #4475

SITE BENCHMARK #1  
SET BENCHMARK N&D  
ELEVATION = 93.67  
DATUM = NAVD 88



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475  
2012 E. Robinson Street, Orlando, Florida 32803  
www.AccurightSurveys.net  
ACCU@AccurightSurveys.net  
PHONE: (407) 894-6314

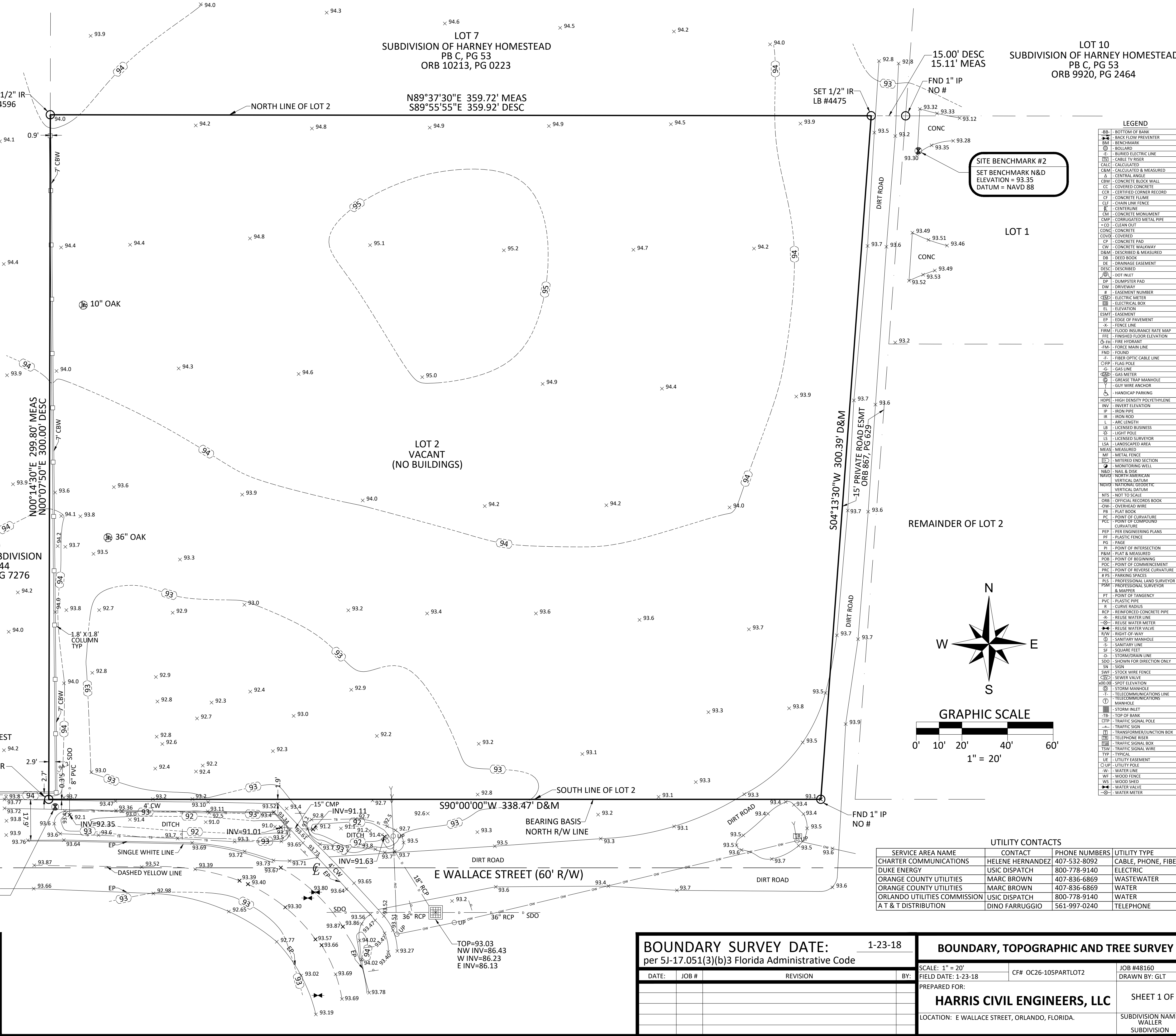
THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JAMES D. BRAY, PSM 6507

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

OR

THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JAMES D. BRAY, PSM 6507.



UTILITY CONTACTS			
SERVICE AREA NAME	CONTACT	PHONE NUMBERS	UTILITY TYPE
CHARTER COMMUNICATIONS	HELENE HERNANDEZ	407-532-8092	CABLE, PHONE, FIBER
DUKE ENERGY	USIC DISPATCH	800-778-9140	ELECTRIC
ORANGE COUNTY UTILITIES	MARC BROWN	407-836-6869	WASTEWATER
ORANGE COUNTY UTILITIES	MARC BROWN	407-836-6869	WATER
ORLANDO UTILITIES COMMISSION	USIC DISPATCH	800-778-9140	WATER
A T & T DISTRIBUTION	DINO FARRUGGIO	561-997-0240	TELEPHONE

BOUNDARY SURVEY DATE:

1-23-18

per 5J-17.051(3)(b)3 Florida Administrative Code

DATE:	JOB #	REVISION	BY:

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY

SCALE: 1" = 20'	CF# OC26-105PARTLOT2	JOB #48160
FIELD DATE: 1-23-18		DRAWN BY: GLT
PREPARED FOR:		SHEET 1 OF 1
HARRIS CIVIL ENGINEERS, LLC		
LOCATION: E WALLACE STREET, ORLANDO, FLORIDA.		SUBDIVISION NAME:
		WALLER
		SUBDIVISION





No.	DATE	REVISION	BY

DRAWN BY: SG  
APPROVED BY: RL

DATE: 2020-06-20  
SCALE: As Shown

KEYPLAN

SEAL/SIGNATURE

ROLANDO LLANES  
AR - 0013160

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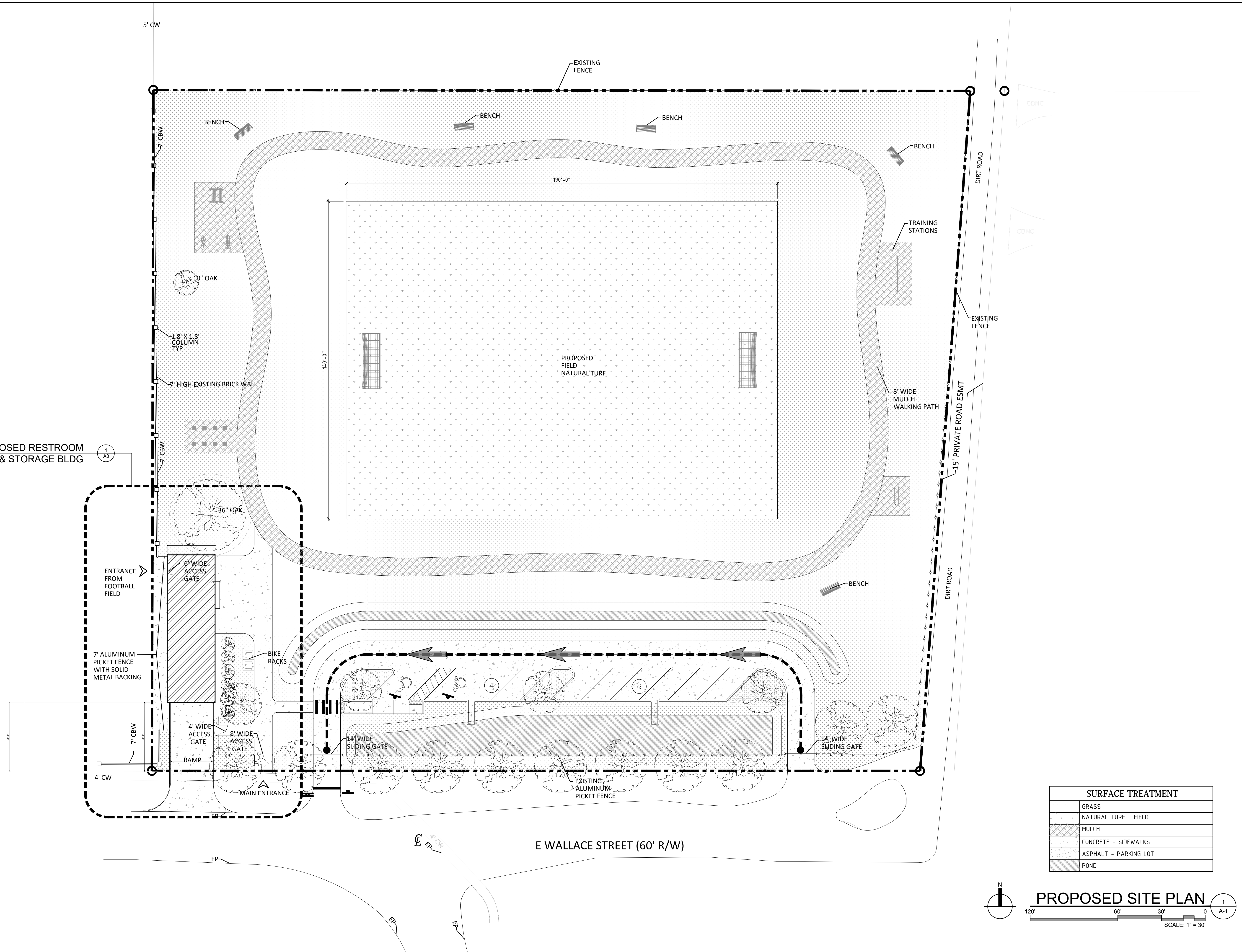
SHEET TITLE

**PROPOSED  
SITE PLAN**

SHEET NUMBER

**A-1**

PROPOSED RESTROOM  
& STORAGE BLDG





PROJECT:

WALLACE PARK  
IMPROVEMENTS

E WALLACE ST. BELLE ISLE, FL 32809

APPLICANT:

THE CITY OF BELLE ISLE



1600 NELA AVENUE  
BELLE ISLE, FL 32809

CIVICA PROJECT No:  
200108

ISSUED FOR:

ZONING  
APPROVAL

No.	DATE	REVISION	BY

DRAWN BY: SG	APPROVED BY: RL
DATE: 2020-06-20	SCALE: As Shown

KEYPLAN



WEST



EAST



NORTH



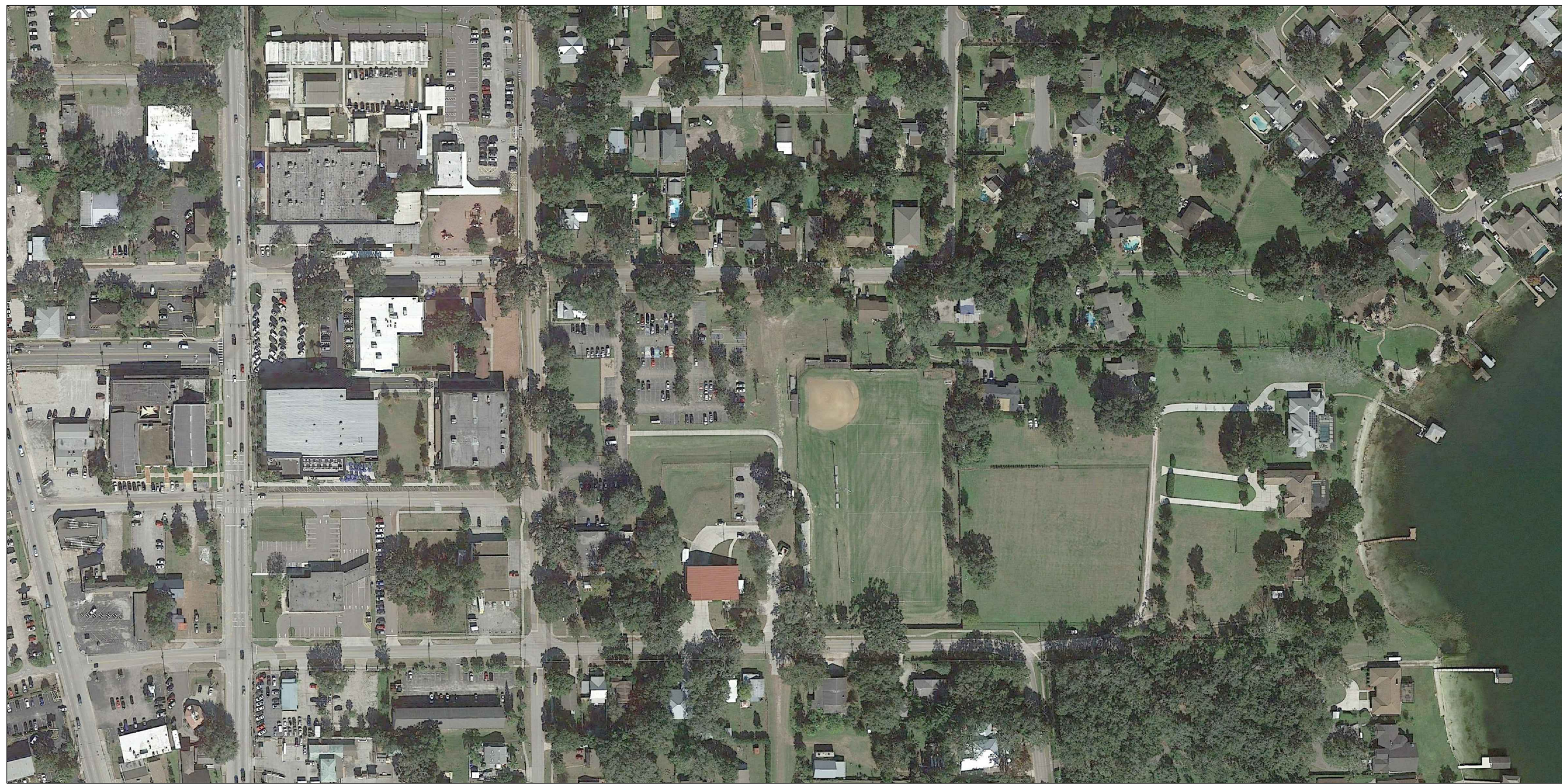
SOUTH

PROPOSED- AERIAL VIEWS

SCALE: N.T.S.

2

A-1



EXISTING CONDITION

SCALE: N.T.S.

1

A-1

SEAL/SIGNATURE

ROLANDO LLANES  
AR - 0013160

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SHEET TITLE

AERIAL VIEWS  
EXISTING &  
PROPOSED

SHEET NUMBER

A-1





No.	DATE	REVISION	BY

DRAWN BY: SG  
DATE: 2020-06-20

APPROVED BY: RL  
SCALE: As Shown

KEYPLAN

SEAL/SIGNATURE

ROLANDO LLANES  
AR - 0013160

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SHEET TITLE



NORTHEAST VIEW



TOP VIEW



NORTH VIEW



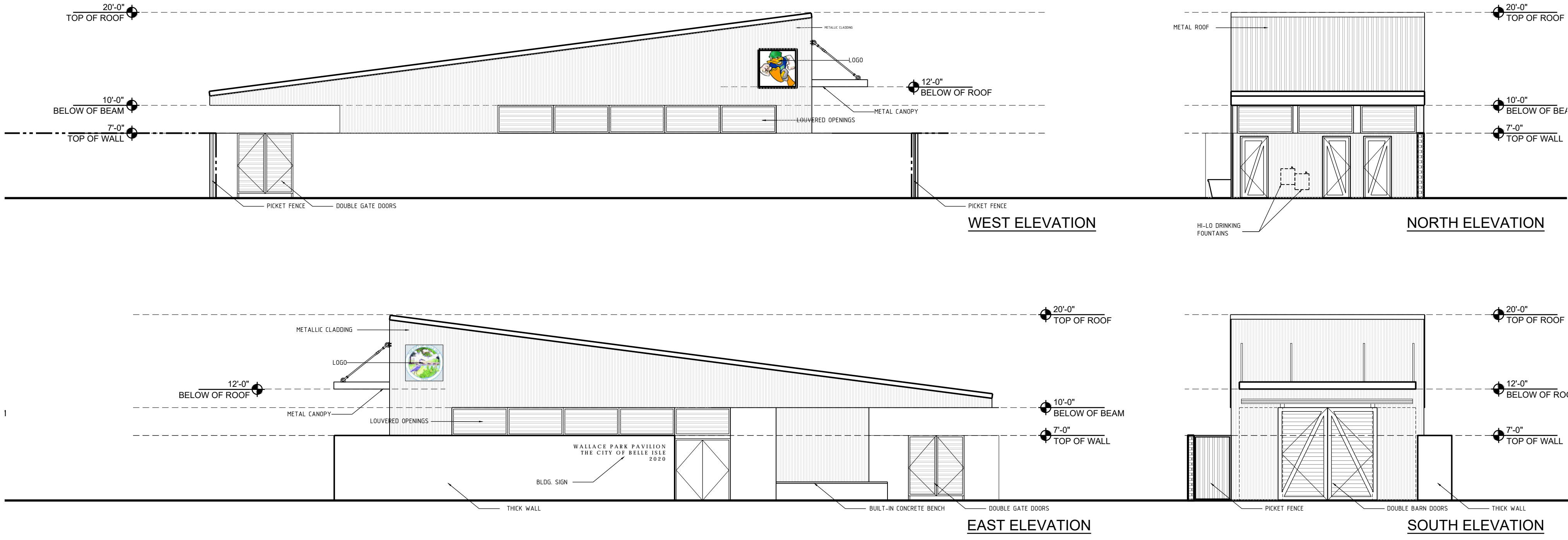
WEST VIEW



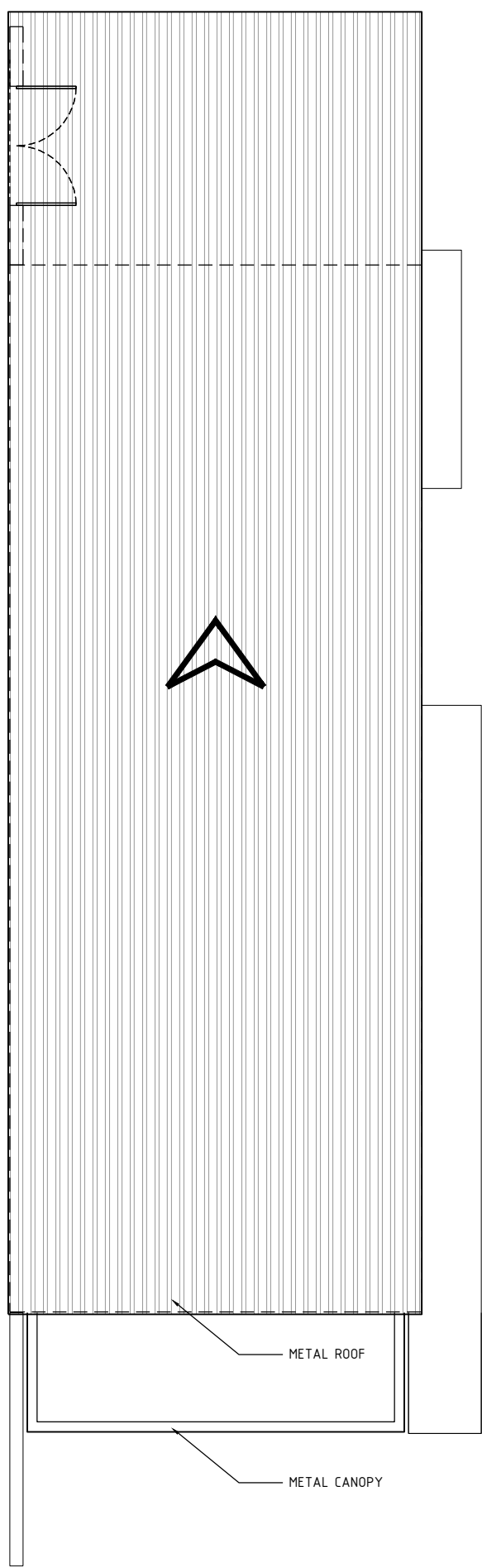
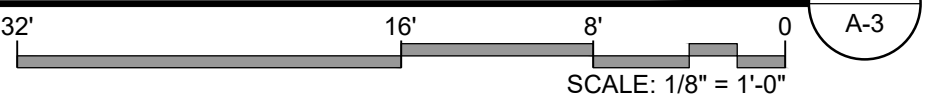
NORTHEAST VIEW



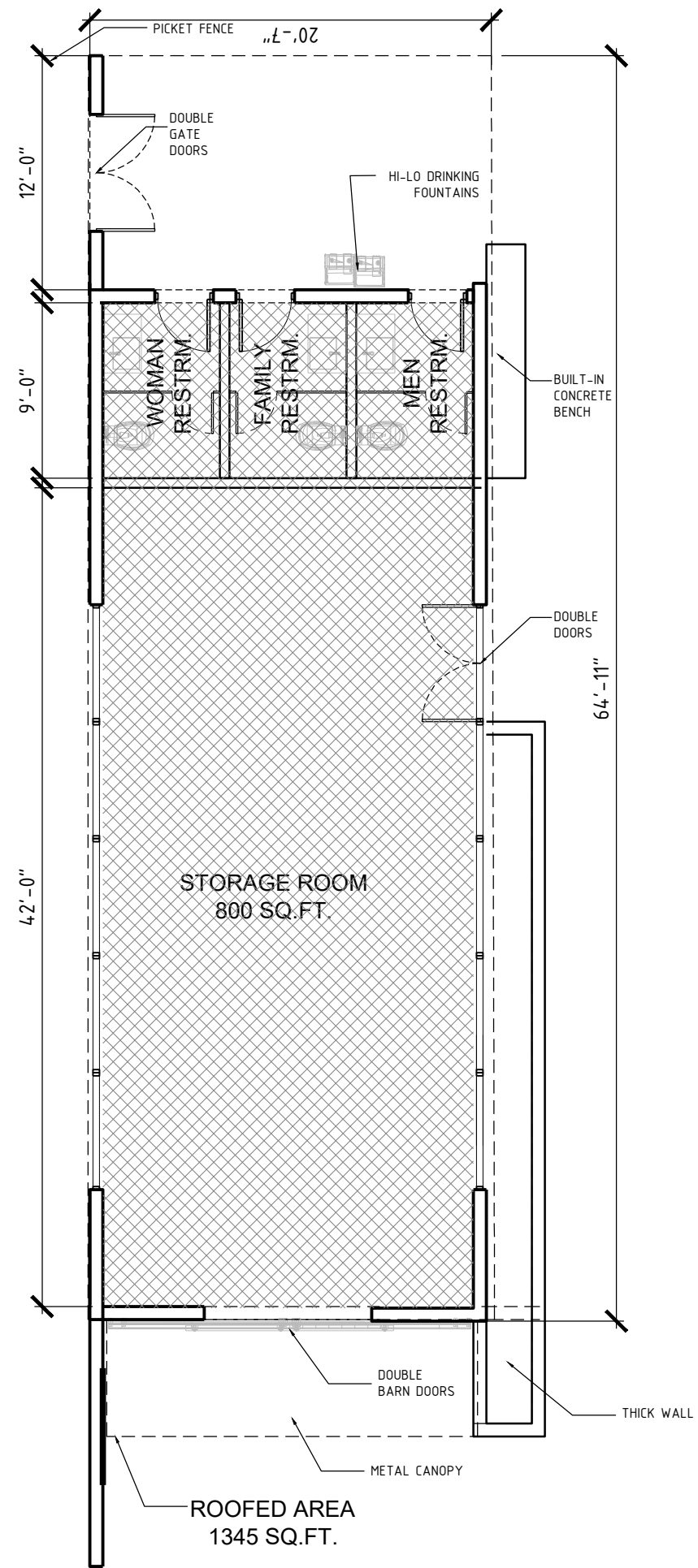
SOUTHEAST VIEW



PROPOSED BUILDING - ELEVATIONS

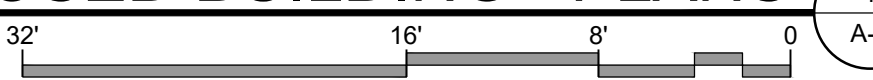
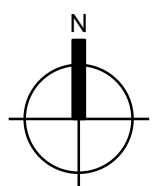


ROOF PLAN



FLOOR PLAN

PROPOSED BUILDING - PLANS

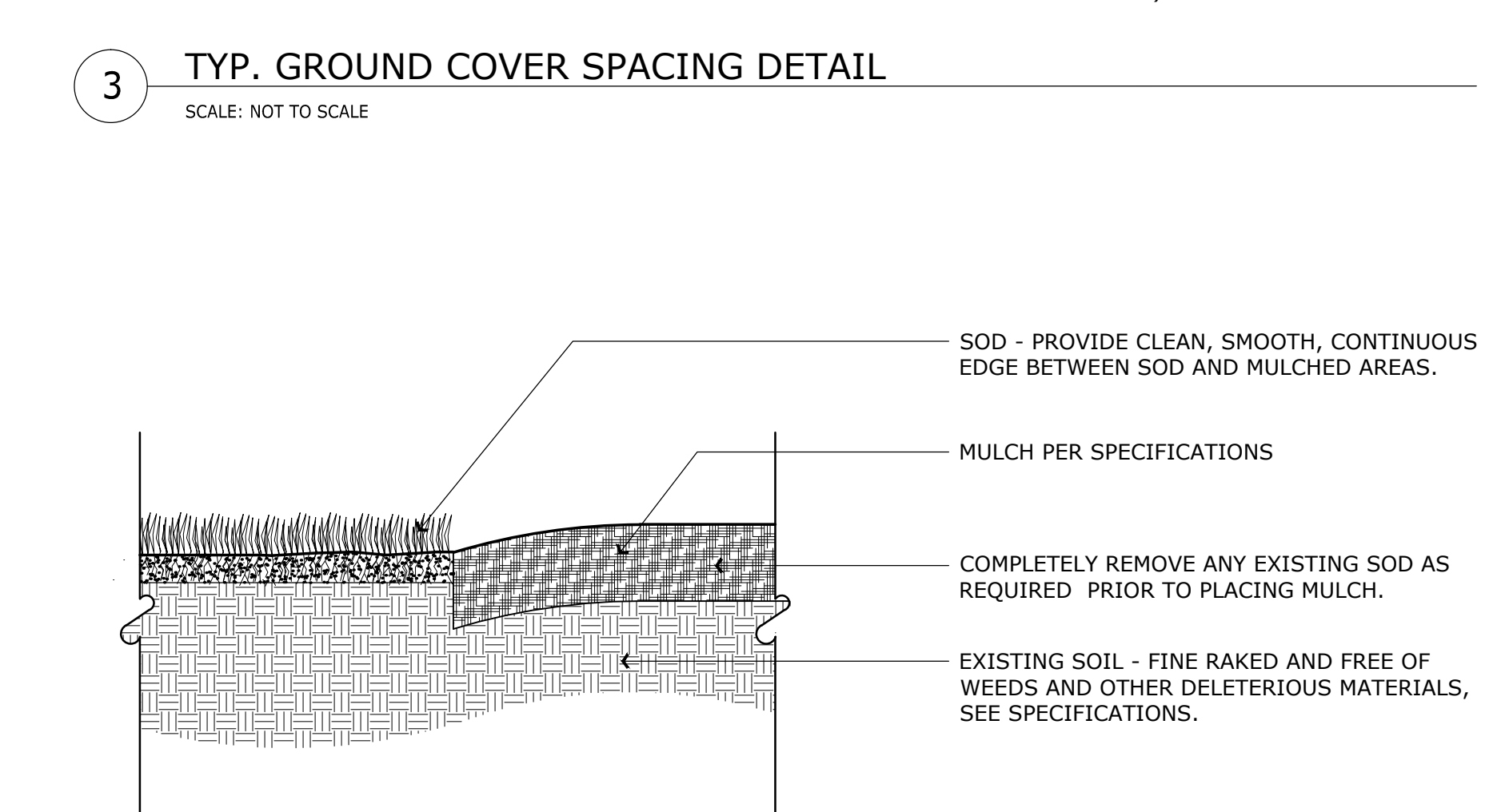
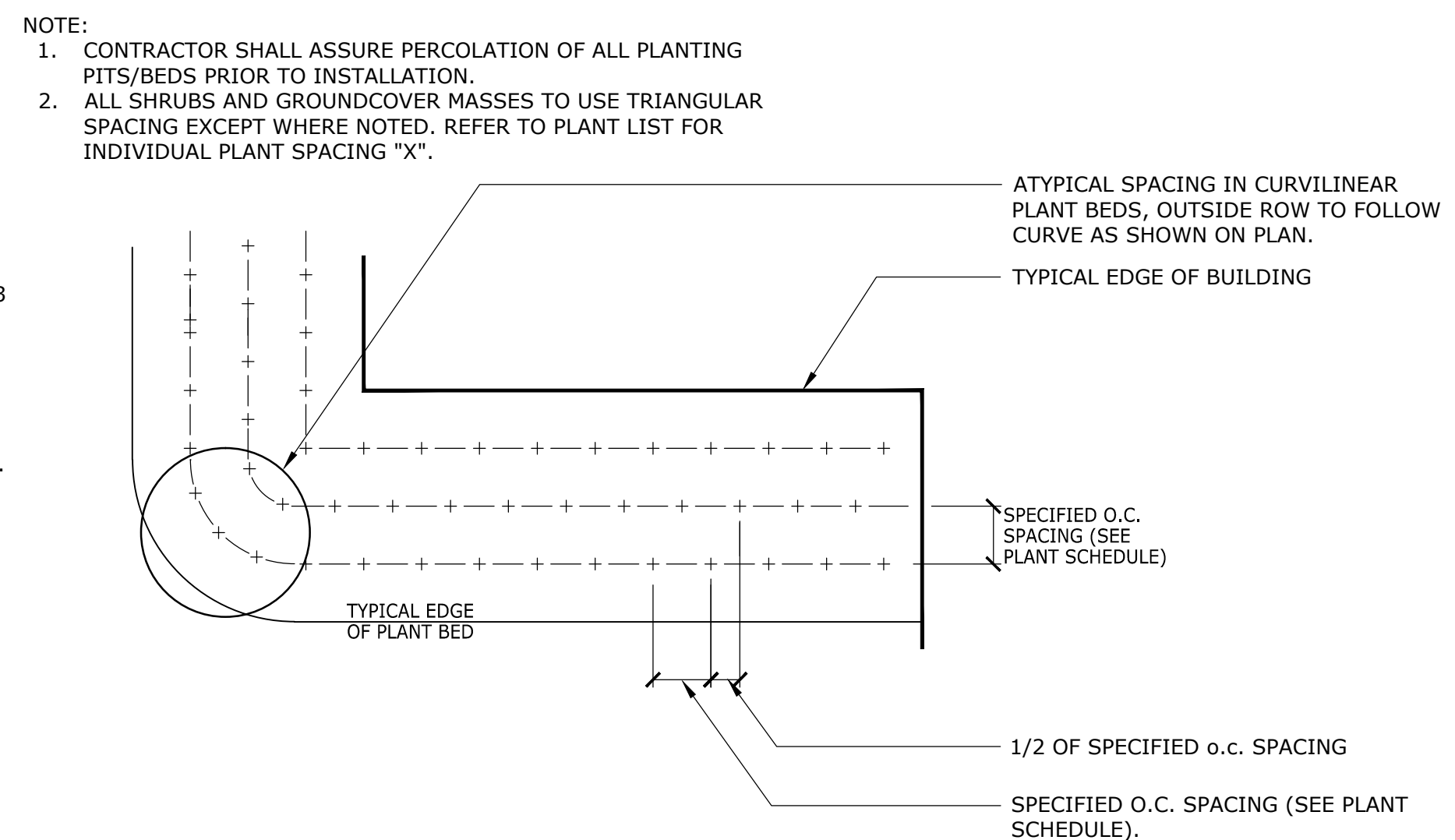
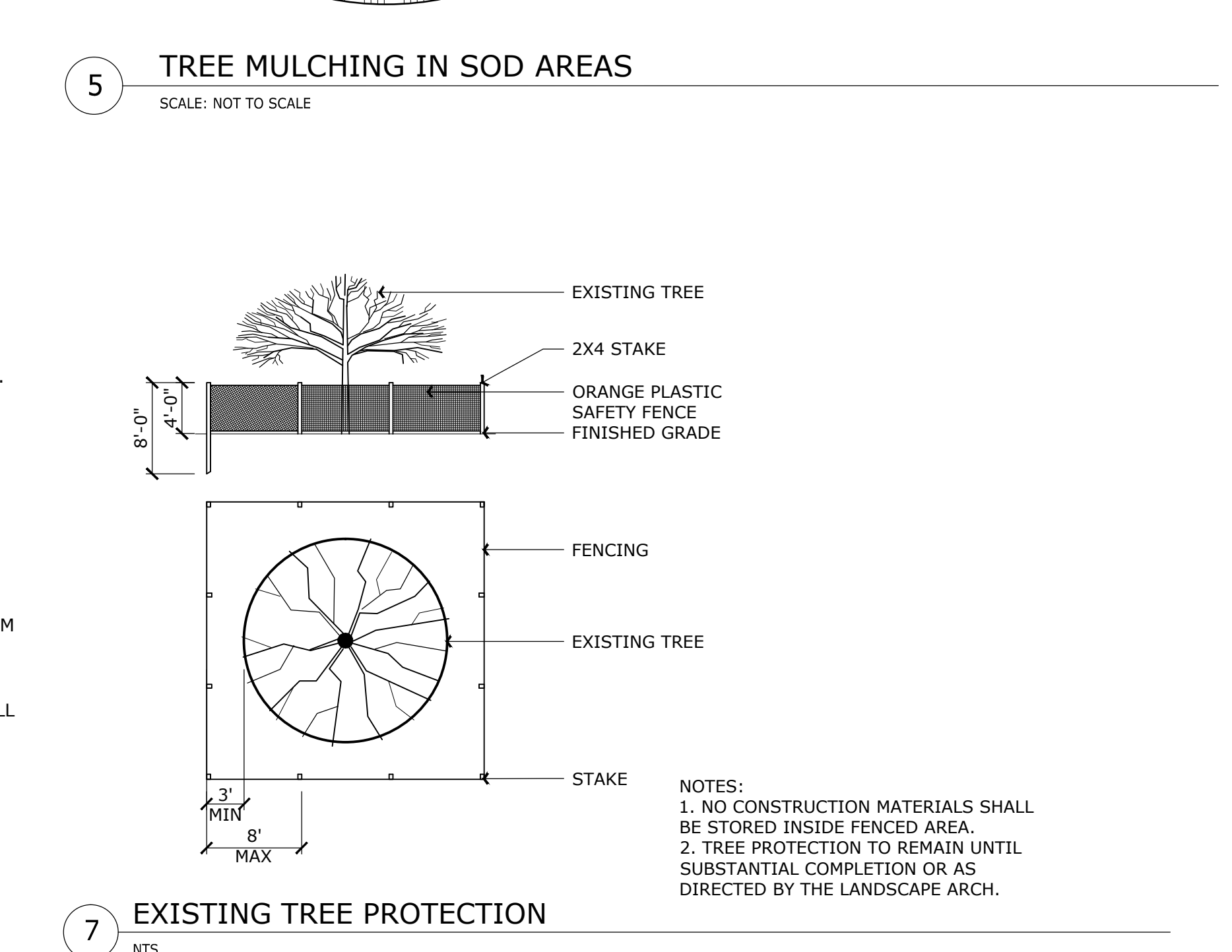
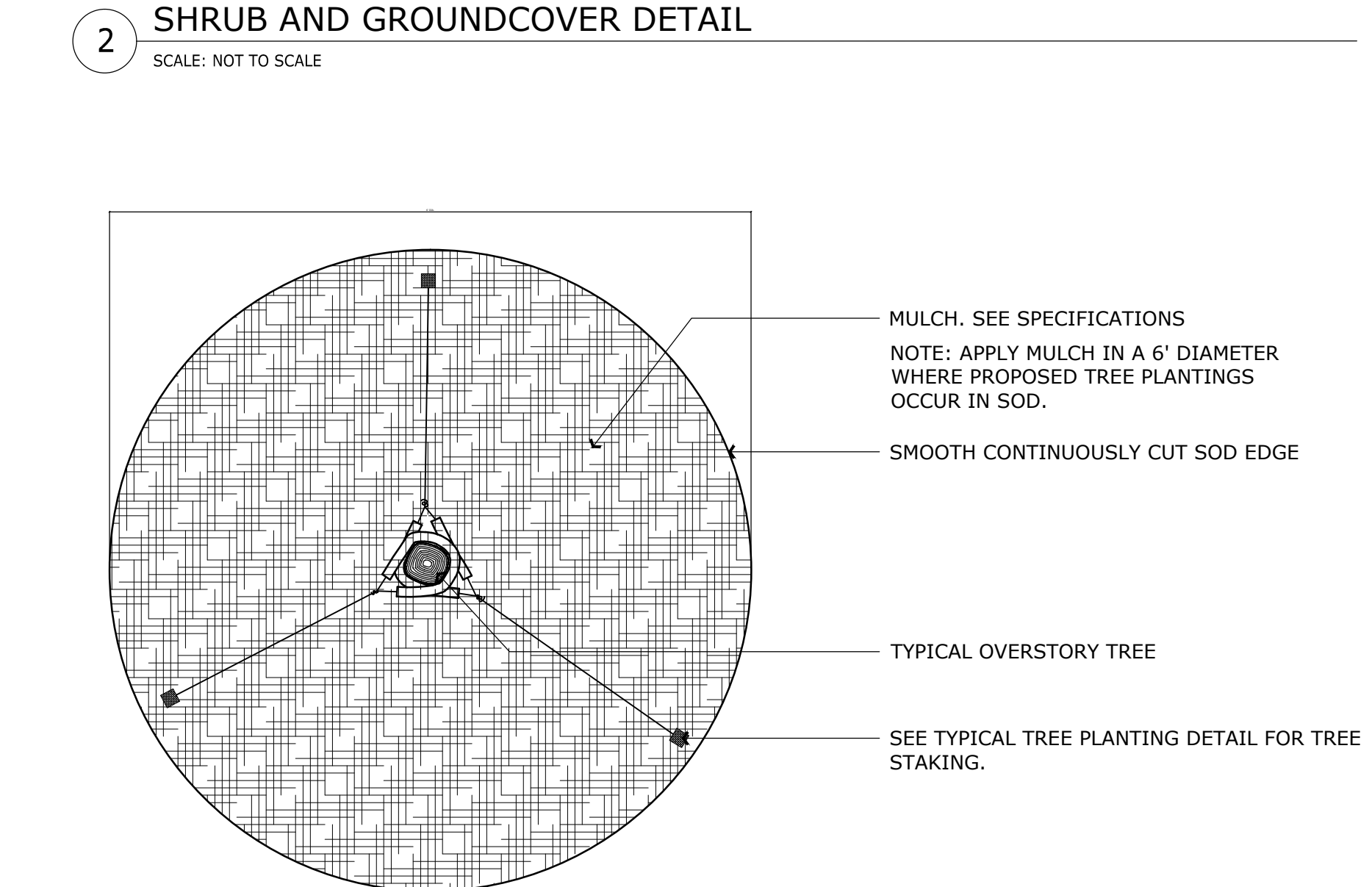
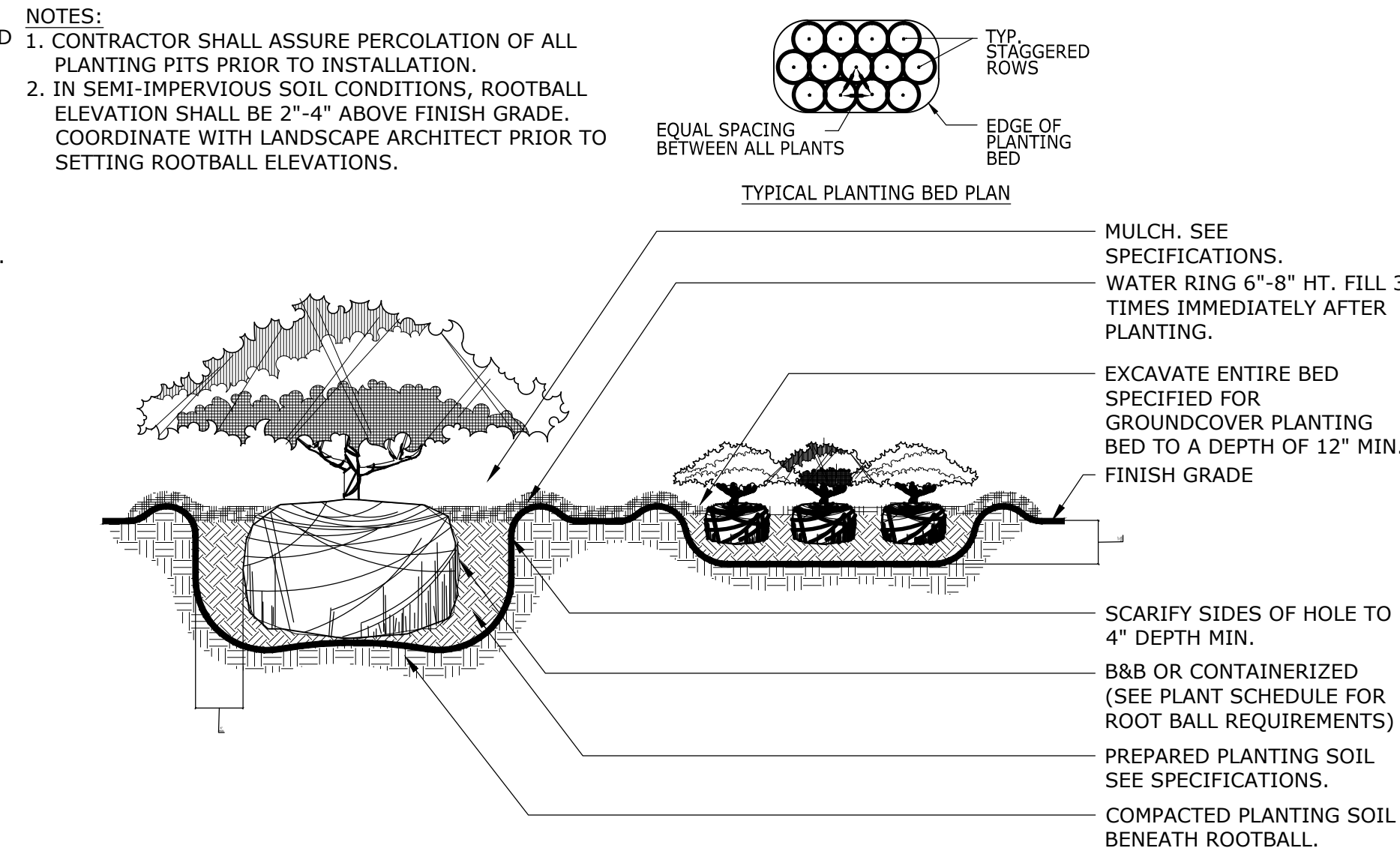
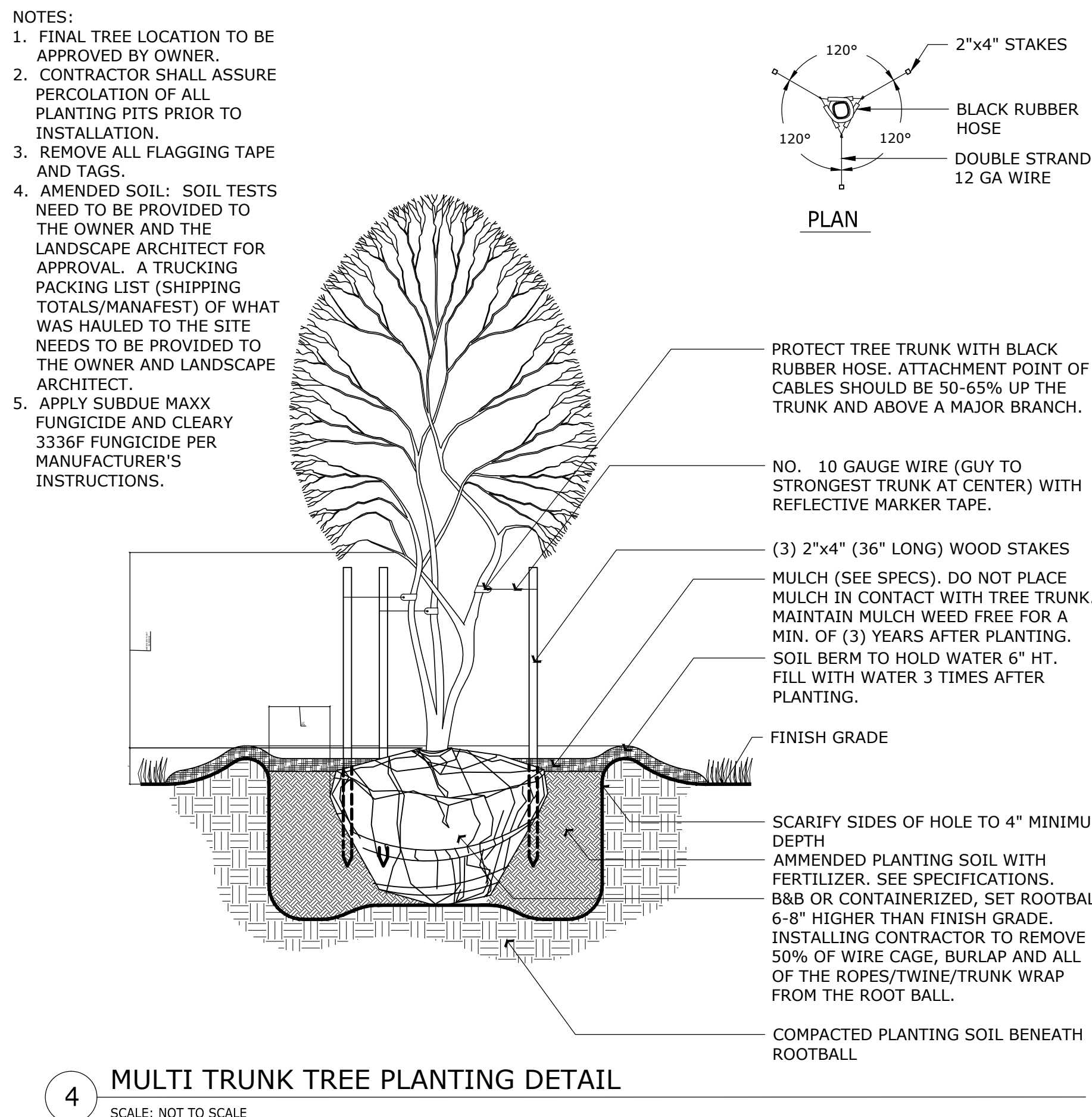
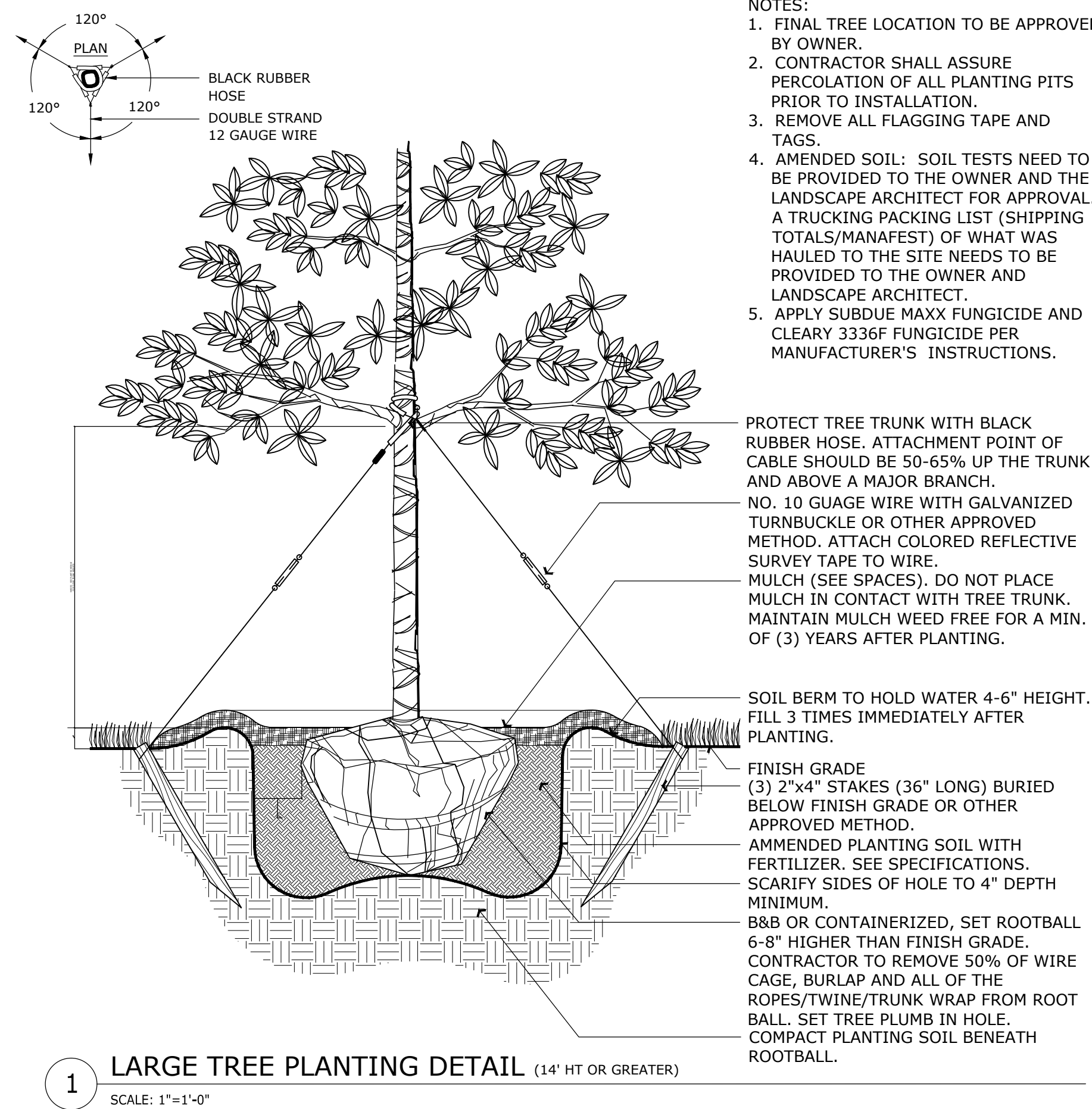
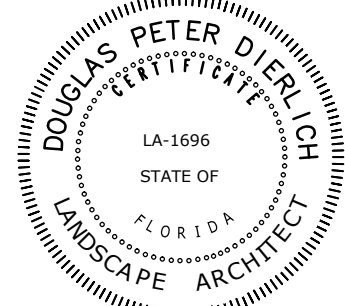






No.	DATE	REVISION	BY

DRAWN BY: DPD	APPROVED BY: RL
DATE: 2020-06-20	SCALE: As Shown





GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH DRAWINGS FOR ALL DIVISIONS OF WORK.
2. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR BIDDING WORK AND AGAIN PRIOR TO INITIATING CONSTRUCTION. ALL EXISTING SITE ROADS, PARKING LOTS, CURBS, UTILITIES, SEWERS AND OTHER ELEMENTS TO REMAIN SHALL BE FULLY PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL PROJECT CONDITIONS RELATIVE TO THE DRAWINGS PRIOR TO INITIATING ANY WORK.
4. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WITH WORK. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN PLANS AND ACTUAL SITE CONDITIONS. NO WORK SHALL BE DONE IN AREAS WHERE SUCH DISCREPANCIES EXIST. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
5. ALL BASE INFORMATION PROVIDED BY OWNER. CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION PRIOR TO BEGINNING WORK.
6. THE BASE MAPPING/SURVEY WAS PROVIDED BY \_\_\_\_\_, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPENCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
7. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCING WITH WORK.
8. CONTRACTOR SHALL COORDINATE ACCESS AND STAGING AREAS WITH THE OWNER'S REPRESENTATIVE.
9. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND OTHER ELEMENTS AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
10. NOTIFY OWNER'S REPRESENTATIVE 72 HOURS IN ADVANCE OF ANY PLANNED UTILITY INTERRUPTION.
11. CONTRACTOR SHALL COMPLY WITH STATE AND LOCAL LAWS AND REGULATIONS REGARDING NOTIFICATION OF EXISTING GAS AND OIL PIPELINE COMPANY OWNERS. EVIDENCE OF SUCH NOTICE SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
12. CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THE DRAWINGS, AS WELL AS, ANY DISCOVERED DURING THE CONSTRUCTION PROCESS.
13. CONTRACTOR SHALL EMPLOY SKILLED PERSONNEL AND USE EQUIPMENT NECESSARY TO ENSURE THAT ALL WORK IS PROFESSIONALLY AND PROPERLY INSTALLED AND IN FULL COMPLIANCE WITH THE PLANS, SPECIFICATIONS AND DETAILS.
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES.
15. THE CONTRACTOR SHALL COORDINATE ALL WORK AND BE RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCE AND PROCEDURE OF WORK.
16. CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
18. THE LIMIT OF CONSTRUCTION LINE SHOWN DEFINES THE LIMIT OF WORK IN THIS CONTRACT. THERE MAY BE INSTANCES WHERE EROSION PROTECTION DEVICES AND UTILITY SYSTEMS EXTEND BEYOND THE PROJECT LIMITS LINE IN ORDER TO SUCCESSFULLY COMPLETE OPERATIONS AND/OR TIE INTO ADJACENT SYSTEMS.
19. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) DURING CONSTRUCTION. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO MINIMIZE ADVERSE IMPACTS TO THE ADJACENT WATER BODIES, SURFACES AND STORM SEWERS ACCORDING TO ALL APPLICABLE FEDERAL/STATE/LOCAL LAWS AND REGULATIONS.
20. REPORT ALL EXISTING DAMAGE OF EXISTING SITE IMPROVEMENTS TO OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT DAMAGE.
21. CONTRACTOR SHALL PROTECT, BY WHATEVER MEANS NECESSARY, THE EXISTING SITE IMPROVEMENTS TO REMAIN. ALL DAMAGED ITEMS SHALL BE REPLACED OR REPAIRED AT NO ADDITIONAL COST TO THE OWNER. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY IF ANY DAMAGE OCCURS.
22. ALL AREAS WITHIN THE DRIPLINES OF EXISTING TREES SHALL REMAIN FREE OF CONSTRUCTION MATERIAL, DEBRIS, VEHICLES AND FOOT TRAFFIC AT ALL TIMES. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING, BARRICADES AND/OR OTHER SUITABLE GUARDS OUTSIDE DRIP LINE (OUTSIDE PERIMETER OF BRANCHES) TO PROTECT TREES AND PLANT MATERIAL TO REMAIN. NO WORK SHALL BE PERFORMED WITHIN THE DRIPLINE OF EXISTING TREES UNLESS INDICATED. ALL WORK INDICATED TO BE PREFORMED WITHIN THE DRIPLINE OF TREES SHALL BE DONE BY HAND AND CARE SHALL BE TAKEN TO MINIMIZE DISTURBANCE TO THE TREE ROOTS.
23. EACH CONTRACTOR SHALL VERIFY THE CONDITION AND COMPLETENESS OF ALL WORK PERFORMED BY OTHERS IN RELATION TO HIS/HER PROJECT WORK RESPONSIBILITIES INCLUDING THE CHECKING OF EXISTING ELEVATIONS OR STRUCTURES PRIOR TO INITIATING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF ANY SITE CONDITIONS ARE INCOMPLETE, MISSING OR DAMAGED.
24. THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES AFFECTED BY HIS CONSTRUCTION OPERATIONS CLEAN AND FULLY OPERATIONAL AT ALL TIMES.
25. CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION.
26. ALL CONSTRUCTION DEBRIS AND REMOVED ITEMS SHALL BE DISPOSED OF LEGALLY OFF-SITE UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

GENERAL NOTES FOR LANDSCAPE PLANTING

1. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, SPECIFICATIONS, PLANT LIST AND PLANS FOR FURTHER AND COMPLETE PLANTING INSTALLATION INSTRUCTIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL EXISTING GROUND COVERS FOR ALL NEW PLANTING BEDS BY APPROVED MEANS PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING PLANTING OR LAWN AREAS INDICATED TO REMAIN WHILE COMPLETING NEW PLANTING INSTALLATION WORK WITH SAME KIND OF PLANTS OR GRASS TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
3. THE CONTRACTOR SHALL BEAR ALL COST ASSOCIATED WITH SOIL TESTING AND SOIL AMENDMENTS AS REQUIRED AS A RESULT OF THE SOIL TESTING LABORATORY'S RECOMMENDATIONS. PRIOR TO INITIATING INSTALLATION THE CONTRACTOR SHALL PROVIDE SOIL TEST FOR AT LEAST TWO ON-SITE LOCATIONS.
4. ALL PLANT CONTAINER SIZES NOTED ON THE PLANT LIST ARE MINIMUM. INCREASE SIZE OF CONTAINERS IF NECESSARY TO CONFORM TO THE PLANT SIZE AND SPECIFICATIONS.
5. ALL TREES SHALL HAVE SIX (6") CLEAR TRUNKS UNLESS OTHERWISE NOTED ON THE PLANT LIST. ANY TREE TRUNK WITH A "V" SHAPED CROTCH WILL BE REJECTED. ALL TREE CALIPER (CAL.) SIZES NOTED ON THE PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO SPECIFIED PLANT SIZE IN THE PLANT LIST.
6. EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER THE DETAILS AND/OR SPECIFICATIONS FOR ALL SLOPES THAT ARE GREATER THAN 3:1 (SLOPES 1' VERTICAL FOR EVERY 3' HORIZONTAL). SEE PLANS FOR LOCATIONS WHERE SLOPES ARE GREATER THAN 3:1.
7. SHRUB AND GROUND COVER PLANTINGS ARE TYPICALLY SHOWN ON THE PLANS IN MASS PLANTING BEDS. PLANTS SHALL BE SET IN A TRIANGULAR SPACING PATTERN ( STAGGERED SPACING). PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE INDICATED IN THE PLANT LIST.
8. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST THE LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING TREES AND UNDERSTORY VEGETATION TO REMAIN, UNDERGROUND AND ABOVE GROUND UTILITIES AND ALL OTHER ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INITIATING ANY CHANGES.

GENERAL NOTES FOR LANDSCAPE PLANTING (cont.)

9. ANY SUBSTITUTIONS TO PLANT MATERIAL SIZE OR TYPE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR ALTERATIONS TO THE LANDSCAPE PLANTING PLANS OR PLANT LIST & MATERIALS WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. ANY LANDSCAPE PLANTING INSTALLED THAT DOES NOT CONFORM TO THE PLANS, PLANT LIST AND SPECIFICATIONS SHALL BE REPLACED IMMEDIATELY TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING AS REQUIRED TO MAINTAIN AND ESTABLISH ALL PLANTING (NEW, EXISTING TO BE RELOCATED, AND EXISTING PLANTINGS TO REMAIN WHILE IRRIGATION SYSTEM IS BEING INSTALLED OR REPAIRED) TO SUPPLEMENT IRRIGATION AND RAINFALL. THE IRRIGATION SYSTEM IS DESIGNED TO MAINTAIN THE LANDSCAPE PLANTINGS AND NOT ESTABLISH THEM. THE CONTRACTOR IS RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION SYSTEMS.
11. CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR FROM INSTALLATION WORK. THE CONTRACTOR SHALL REPLACE BY EQUAL SIZE AND QUALITY ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANTING REMOVAL, RELOCATION, AND/OR INSTALLATION.
12. EXISTING TREES OR OTHER PLANT MATERIAL INDICATED ON THE PLANS TO BE RELOCATED SHALL BE HANDLED, CARED FOR, AND MAINTAINED AS NEW PLANTINGS. THE CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRED ROOT PRUNING, WRAPPING, TREE SPADING OR BALL AND BURLAPPING, ADDITIONAL SUPPLEMENTAL HAND WATERING, IRRIGATION MISTERS INSTALLED AT THE TREE CANOPY, OR ANY OTHER SOUND HORTICULTURAL PRACTICE REQUIRED TO ENSURE THE SURVIVAL OF ALL RELOCATED PLANT MATERIAL.
13. FOR SITE GRADING AND CONTOUR INFORMATION, EXISTING VEGETATION TO REMAIN, BUILDINGS AND OTHER SITE FEATURE LOCATIONS AND THE LOCATION OF ALL ABOVE AND BELOW GROUND UTILITIES SEE THE MOST CURRENT AND UP TO DATE ARCHITECTURAL, CIVIL, ELECTRICAL, STRUCTURAL AND MECHANICAL ENGINEERING DRAWINGS AS PROVIDED BY THE OWNER OR OWNER'S REPRESENTATIVE. FIELD LOCATE ALL UNDERGROUND UTILITIES, EXISTING VEGETATION TO REMAIN AND ANY OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING ANY LANDSCAPE PLANTING OR IRRIGATION INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGE COMMITTED TO EXISTING OR PROPOSED ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER AND OWNER'S REPRESENTATIVE.
14. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL AND EDGES OF PLANTING BEDS FOR THE REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INITIATING ANY INSTALLATION OF THE LANDSCAPE PLANTINGS.
15. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH THE IRRIGATION CONTRACTOR AND ALL OTHER TRADES AS REQUIRED.
16. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTING QUANTITIES AND TAKE-OFFS FOR PRICING/BIDDING. TOTAL QUANTITIES INDICATED ON THE PLANT LIST ARE FOR REFERENCE ONLY. INDIVIDUAL PLANT QUANTITIES SHOWN ON THE PLAN SHALL HAVE PRECEDENCE OVER PLANT LIST QUANTITIES. CONTRACTOR SHALL VERIFY QUANTITIES PRIOR TO CONSTRUCTION.
17. STAKE ALL BED LINES AND TREE LOCATIONS FOR THE LANDSCAPE ARCHITECT'S REVIEW PRIOR TO INSTALLATION. ALL PLANTING PROCEDURES ARE SUBJECT TO THE REVIEW OF THE LANDSCAPE ARCHITECT AND THE CONTRACTOR SHALL CORRECT ANY DEFICIENCIES FOUND AT NO ADDITIONAL COST TO THE OWNER.
18. SECURE PLANT MATERIAL AS SPECIFIED ON PLANS. IN THE EVENT THAT PLANT MATERIALS SPECIFIED ARE NOT AVAILABLE, CONTACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTIONS FOR PLANT MATERIALS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT.
19. VERIFY THAT ALL PLANTING PRODUCTS, PLANT MATERIAL, AND PLANT QUANTITIES DELIVERED TO THE SITE MATCH WHAT IS INDICATED ON THE PLANS AND SPECIFICATIONS.
20. PROTECT ALL PLANT MATERIAL DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALLS, TRUNKS, BRANCHES AND THE DESICCATION OF LEAVES. PROTECT ALL PLANT MATERIAL DURING SHIPPING WITH SHADE CLOTH OR SHIP WITH ENCLOSED TRANSPORT. MAINTAIN PROTECTIONS AND HEALTH OF PLANT MATERIAL STORED ON SITE. HANDLE ALL TREES WITH NYLON STRAPS. NO CHAINS OR CABLES WILL BE ALLOWED. REMOVE UNACCEPTABLE PLANT MATERIAL IMMEDIATELY FROM THE SITE.
21. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, WELL FORMED, TRUE TO SPECIES, HARDENED OFF WITH VIGOROUS ROOT SYSTEMS, FULL CROWN AND CANOPIES, AND FREE FROM DISEASE, PESTS AND INSECTS, AND DEFECTS SUCH AS KNOTS, SUN SCALD, WINDBURN, LEAF DIS-COLORATION, IRREGULAR BRANCHING OR INJURIES.
22. ALL ROOT BALLS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK".
23. ALL PLANT MATERIAL SHALL CONFORM TO STANDARDS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY, GAINSVILLE, FLORIDA.
24. ALL PLANT MATERIAL DELIVERED TO THE SITE IS SUBJECT TO THE REVIEW OF THE LANDSCAPE ARCHITECT BEFORE, DURING AND AFTER INSTALLATION.
25. PROVIDE PLANT SAMPLES OR PHOTOGRAPHS OF EACH PLANT SPECIFIED TO THE LANDSCAPE ARCHITECT FOR COMPLIANCE REVIEW PRIOR TO INSTALLATION.
26. TEST FILL ALL TREE AND PLANTING PITS WITH WATER, PRIOR TO PLANTING, TO ASSURE PROPER SOIL PERCOLATION. PITS WHICH DO NOT ADEQUATELY DRAIN SHALL BE FURTHER EXCAVATED TO A DEPTH SUFFICIENT FOR DRAINAGE TO OCCUR AND/OR BACKFILLED WITH SUITABLE DRAINAGE GRAVEL. NO ALLOWANCES SHALL BE MADE FOR PLANT MATERIAL LOSS DUE TO IMPROPER DRAINAGE. CONTRACTOR SHALL REPLACE LOST PLANT MATERIAL WITH SAME SIZE AND SPECIES AT NO ADDITIONAL COST TO OWNER.
27. ALL PLANT MATERIALS, INCLUDING RELOCATED PLANT MATERIAL, SHALL BE PLANTED IN A PROFESSIONAL MANNER TYPICAL TO THE INDUSTRY STANDARDS OF THE AREA TO ASSURE COMPLETE SURVIVABILITY OF ALL INSTALLED PLANT MATERIALS AS WELL AS TO PROVIDE AN AESTHETICALLY APPROVED PROJECT. CONTRACTOR SHALL REFER TO THE PLANTING DETAILS FOR MINIMUM SIZE AND WIDTH OF PLANTING PITS AND BEDS, GUYING AND STAKING, MULCHING, AND OTHER PLANTING REQUIREMENTS.
28. ALL PLANTING AREAS SHALL BE WEED FREE PRIOR TO PLANTING INSTALLATION.
29. REMOVE ALL PLANTING AND LANDSCAPE DEBRIS FROM THE PROJECT SITE AND SWEEP AND WASH CLEAN ALL PAVED AND FINISHED SURFACES AFFECTED BY THE LANDSCAPE INSTALLATION.
30. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC OR BURIAL PITS ARE ALLOWED IN THE TREE PROTECTION ZONE OF EXISTING TREES.
31. TREE BARRICADES MUST BE INSTALLED AROUND EXISTING TREES BEFORE ANY GRADING OR CONSTRUCTION AND NOT REMOVED UNTIL AFTER FINAL ACCEPTANCE OF THE JOB.

CIVICA  
ARCHITECTURE & URBAN DESIGN

8323 NW 12th St. Suite 106  
Doral, FL 33126  
tel: 305.593.9959  
www.civicagroup.com  
AA #26001093

PROJECT:

WALLACE PARK  
IMPROVEMENTS

E WALLACE ST. BELLE ISLE, FL 32809

APPLICANT:

THE CITY OF BELLE ISLE



1600 NELA AVENUE  
BELLE ISLE, FL 32809

CIVICA PROJECT No:  
200108

ISSUED FOR:  
ZONING  
APPROVAL

No.	DATE	REVISION	BY

DRAWN BY: DPD	APPROVED BY: RL
DATE: 2020-06-20	SCALE: As Shown
KEYPLAN	

SEAL/SIGNATURE

Douglas Dierlich  
LA0001696

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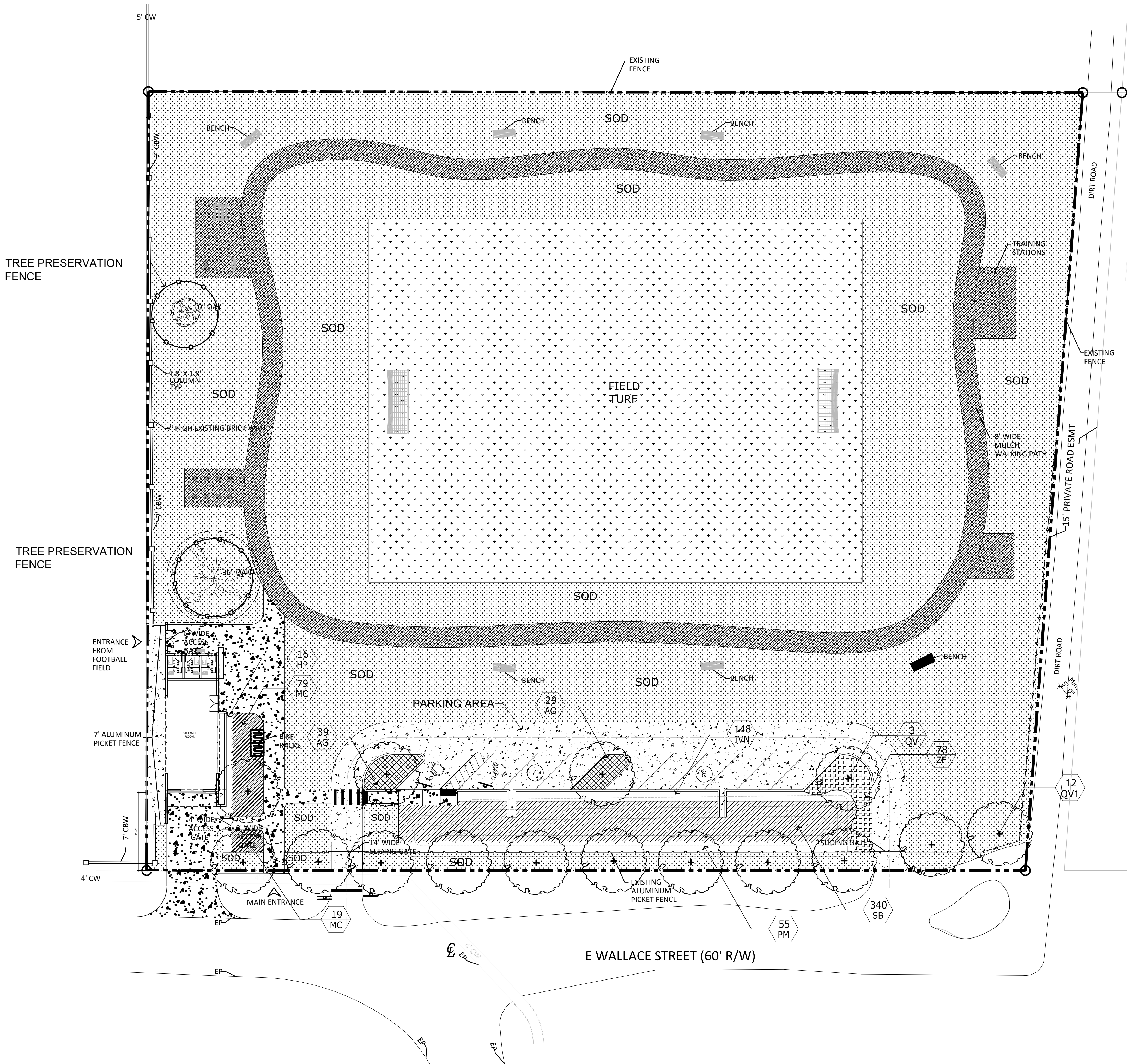
SHEET TITLE

LANDSCAPE  
NOTES

SHEET NUMBER

L-3





LANDSCAPE ALONG RIGHT-OF-WAY

LENGTH ALONG ROW	338.5 LIN.FT.
TREES REQUIRED:	
TREES REQUIRED =	1 TREE PER 30 LIN. FT. 338.5/30 = 11.2 12 TREES REQUIRED
TREES PROVIDED =	12 TREES PROVIDED

INTERNAL LANDSCAPING REQUIREMENTS:

TOTAL AREA OF SITE	= 104,686 SQ.FT. = 2.4 ACRES
TOTAL IMPERVIOUS AREA	= 5,635 SQ.FT.
INTERIOR LANDSCAPE AREA REQUIRED	= TOTAL IMPERVIOUS AREA x 2.5% = 5,635 SQ.FT. X .025 = 141 SQ.FT. REQUIRED
INTERIOR LANDSCAPE AREA PROVIDED	= 368 SQ.FT.
TREES REQUIRED	= 1 TREE / 100 S.F. = 1.4 TREES = 2 TREES REQUIRED
TREES PROVIDED	= 3 TREES PROVIDED

TREE PLANTING SCHEDULE

SYMBOL	QTY.	BOTANICAL/COMMON NAME	HEIGHT	SPREAD	ROOT	REMARKS
QV	3	QUERCUS VIRGINIANA LIVE OAK	12"	6'	B&B	3" CAL. MIN.
QV1	12	QUERCUS VIRGINIANA LIVE OAK	14"	7'	B&B	4" CAL. MIN.

SHRUB PLANTING SCHEDULE

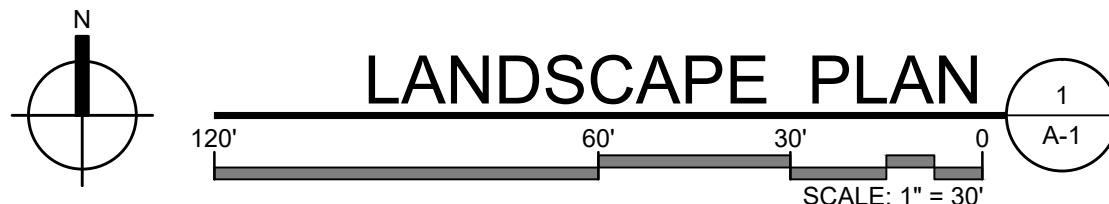
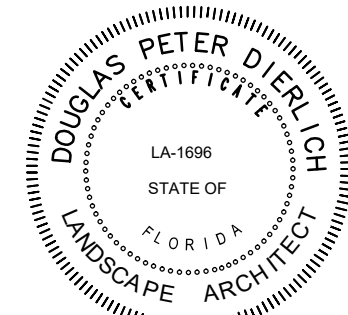
SYMBOL	QTY.	BOTANICAL/COMMON NAME	HEIGHT	SPREAD	ROOT	REMARKS
SHRUBS:						
AG	68	ARACHIS GLABRATA PERENNIAL PEANUT	6"	NA	3 GAL.	30" O.C., FULL
HP	16	HAMELIA PATENS FIREBUSH	24"	18"	3 GAL.	24" O.C., FULL
IVN	148	ILEX VOMITORIA NANA DWF. YAUPOH HOLLY	24"	18"	3 GAL.	30" O.C., FULL
MC	98	MUHLENBERGIA CAPILLANS MUHLY GRASS	24"	18"	3 GAL.	30" O.C., FULL
PM	58	PODOCARPUS MACROPHYLLUS SOUTHERN YEW	30"	24"	3 GAL.	FULL, WELL BRANCHED
SB	340	SPARTINA BAKERI SAND CORD GRASS	24"	18"	3 GAL.	36" O.C., FULL
ZF	78	ZAMIA FRUITICOSA COONTIE	24"	18"	3 GAL.	30" O.C., FULL

SOD-MULCH:

SOD	53,177 sq.ft.	PASPALUM NOTATUM BAHIA GRASS	--	--	--	
FIELD TURF	26,600 sq.ft.	CYNODON DACTYLON BERMUDA GRASS var. 419	--	--	--	



No.	DATE	REVISION	BY

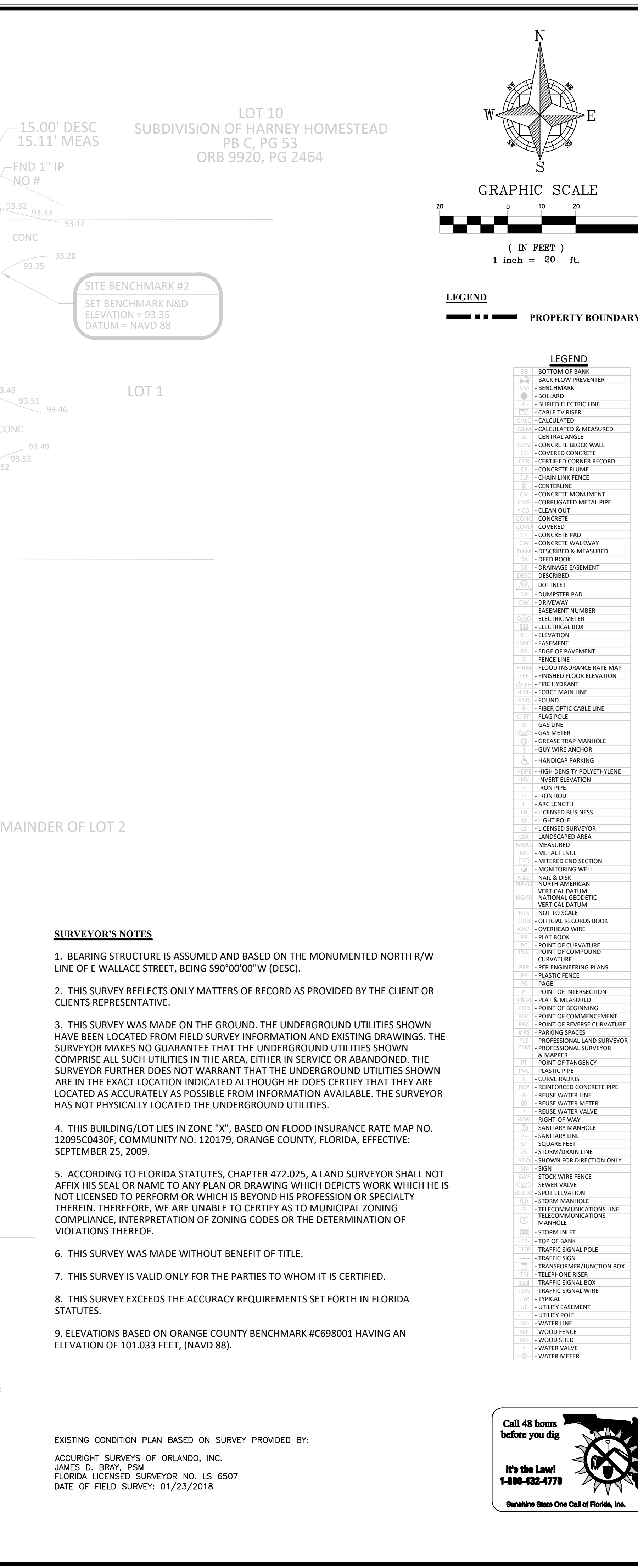
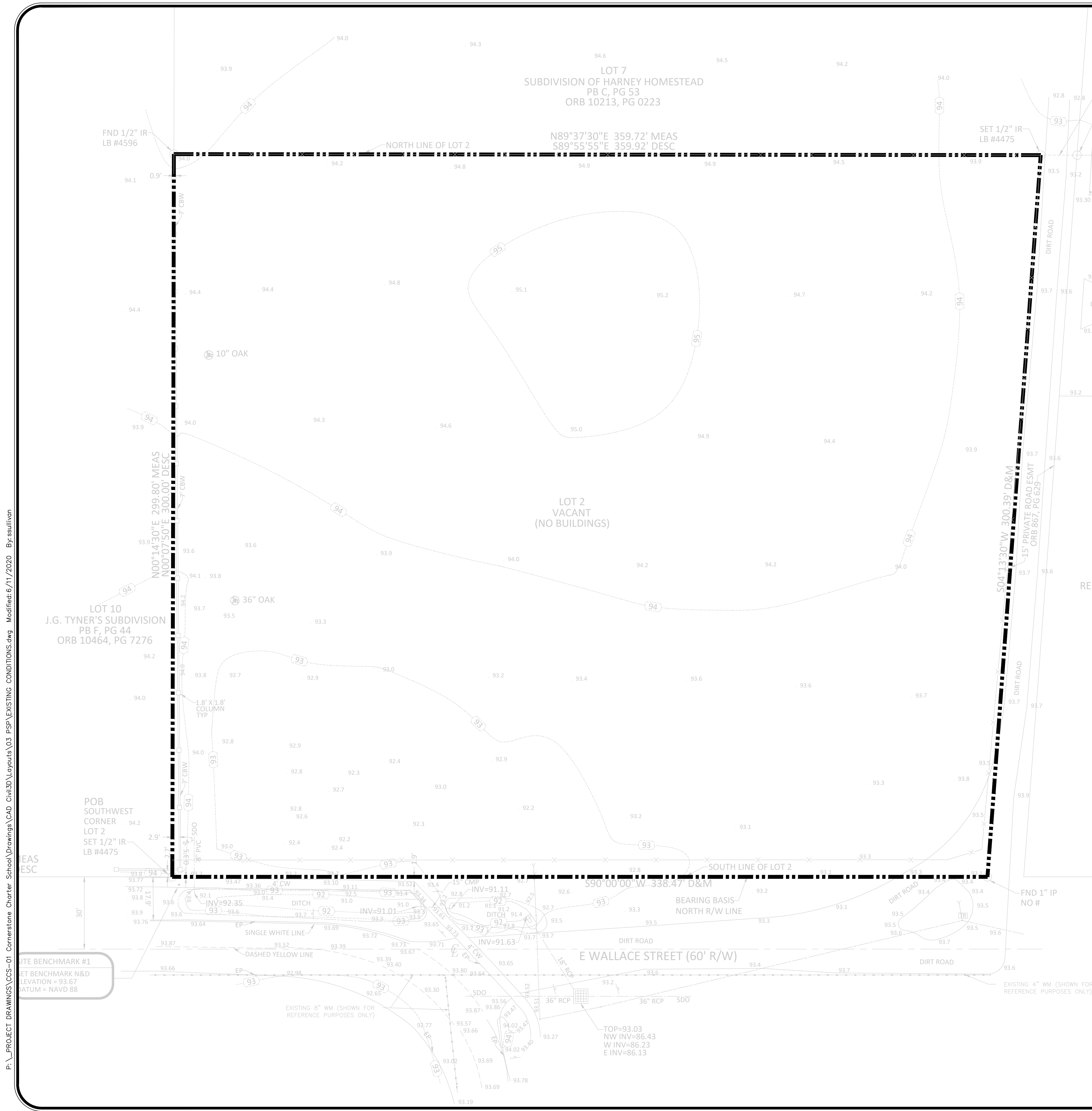


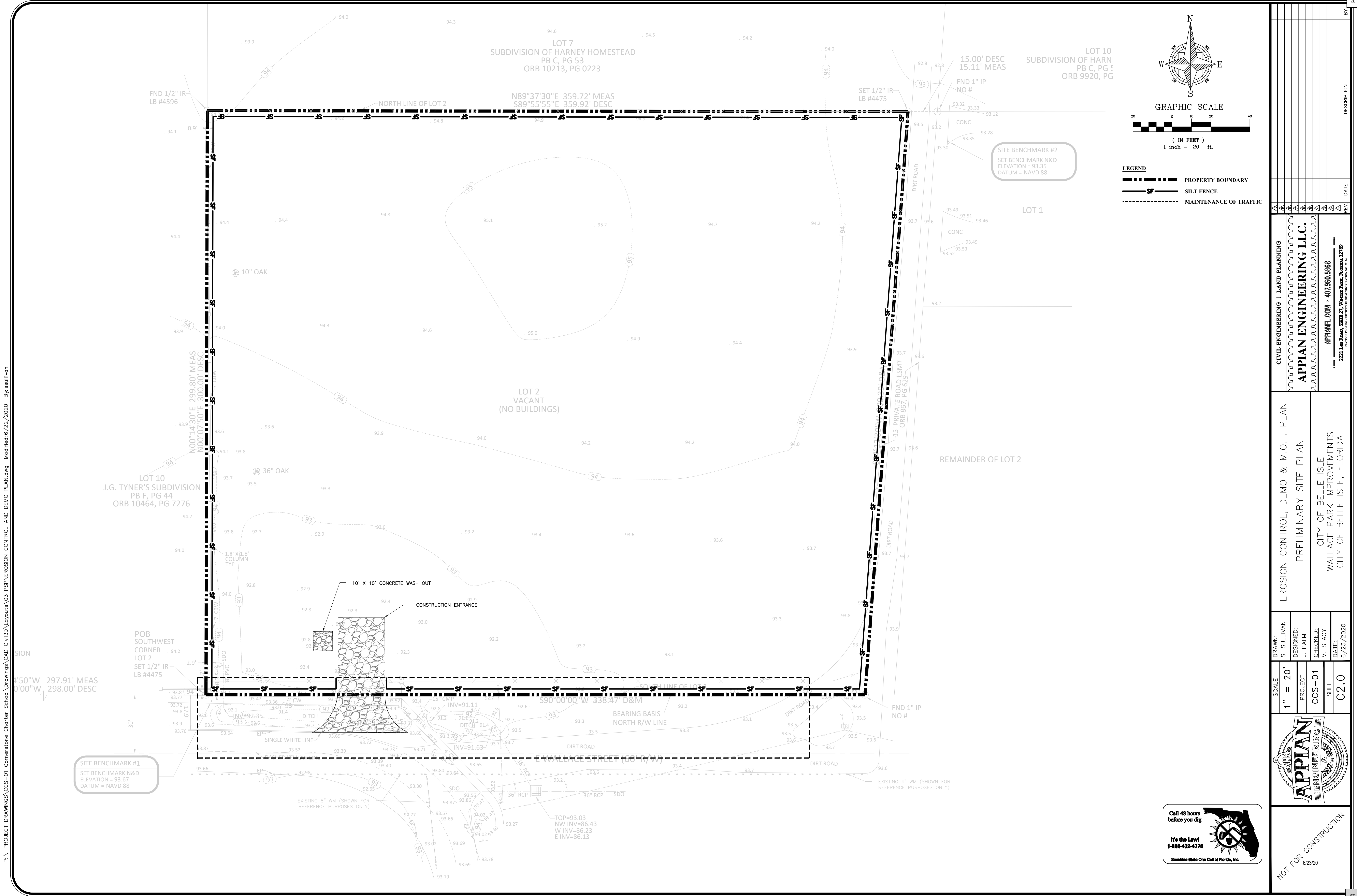



CONTAINS: 104,686 SQUARE FEET OR 2.4033 ACRES MORE OR LESS.

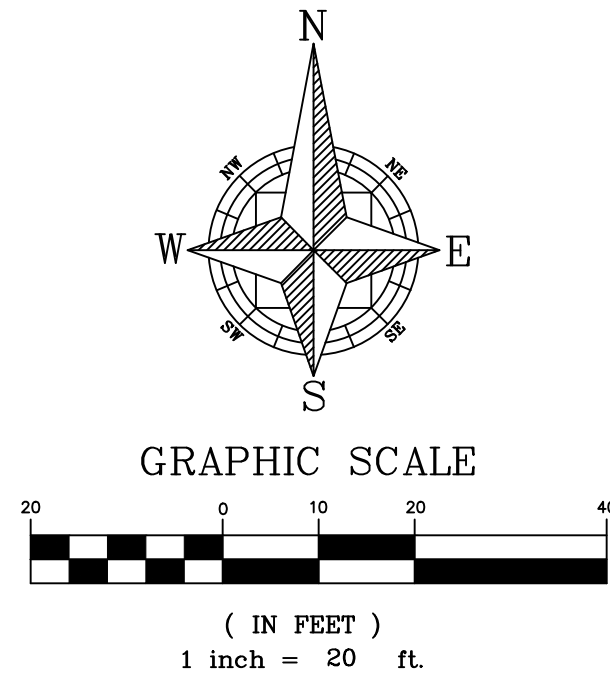
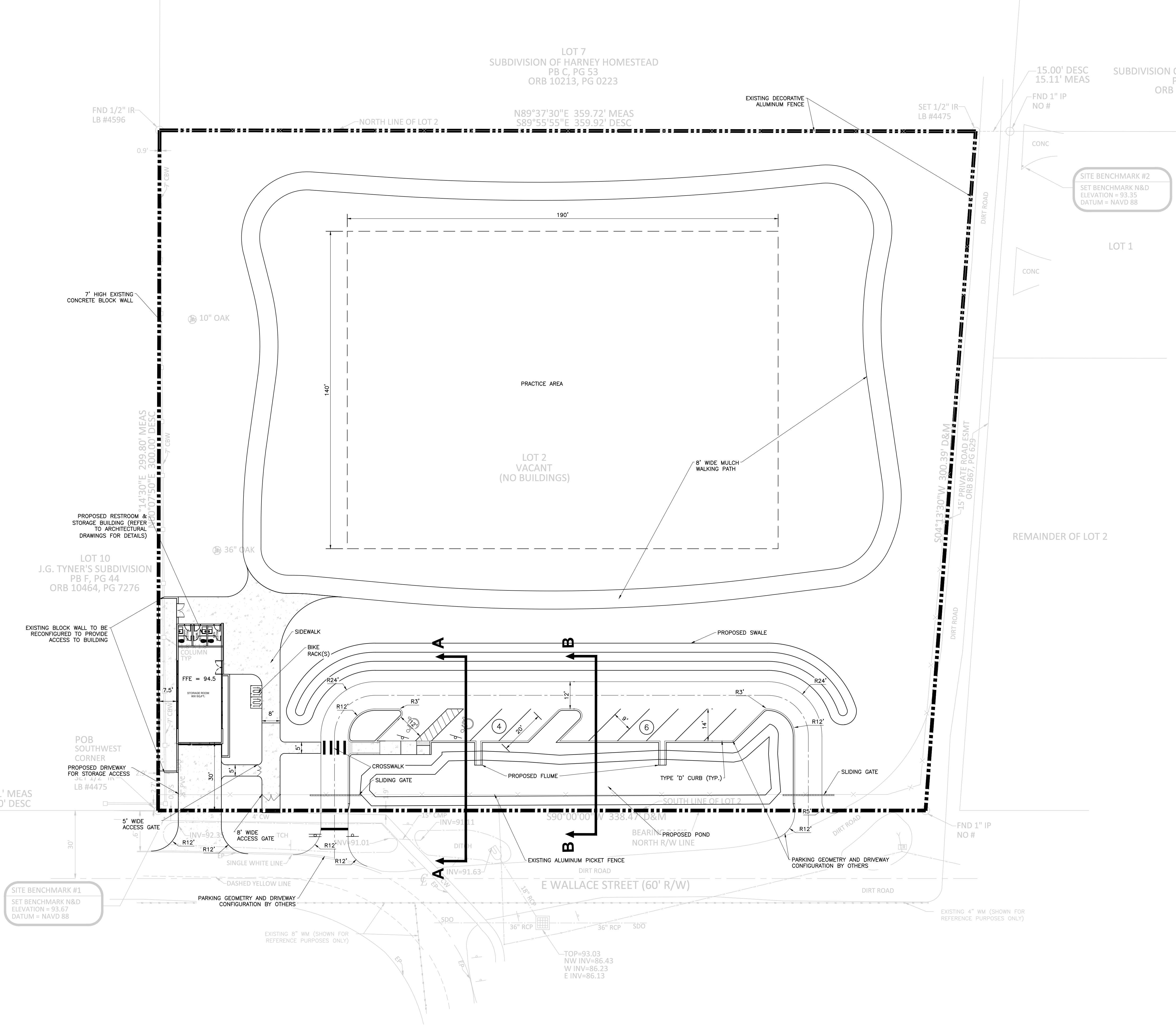
This item has been electronically signed and sealed by Luke M. Owsen, PE on the date shown on the time stamp using a digital signature.



[illegible]



<div>NOT FOR CONSTRUCTION</div> <div>6/23/20</div> <div></div>		SCALE		DRAWN: S. SULLIVAN		EROSION CONTROL, DEMO & M.O.T. PLAN		CIVIL ENGINEERING   LAND PLANNING	
		1" = 20'		PROJECT CCS-01		DESIGNED: J. PALM		APPIAN ENGINEERING LLC.	
		SHEET		CHECKED: M. STACY		CITY OF BELLE ISLE		APPIANFL.COM • 407.960.5868	
		C2.0		DATE: 6/23/2020		WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA		2221 Las Rozas, Suite 27, Warner Park, Florida 32789 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 15174	
								DATE	
								REV.	



LEGEND  
--- PROPERTY BOUNDARY

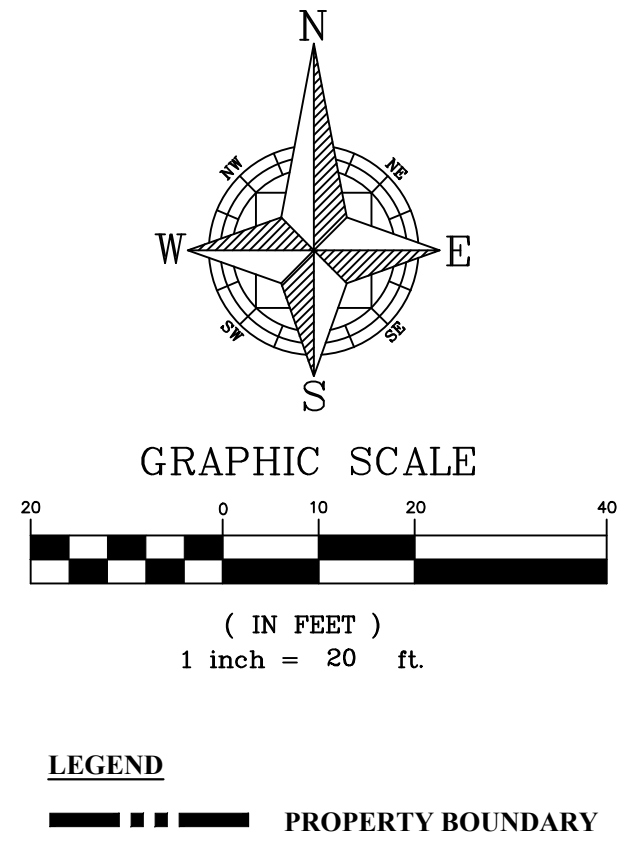
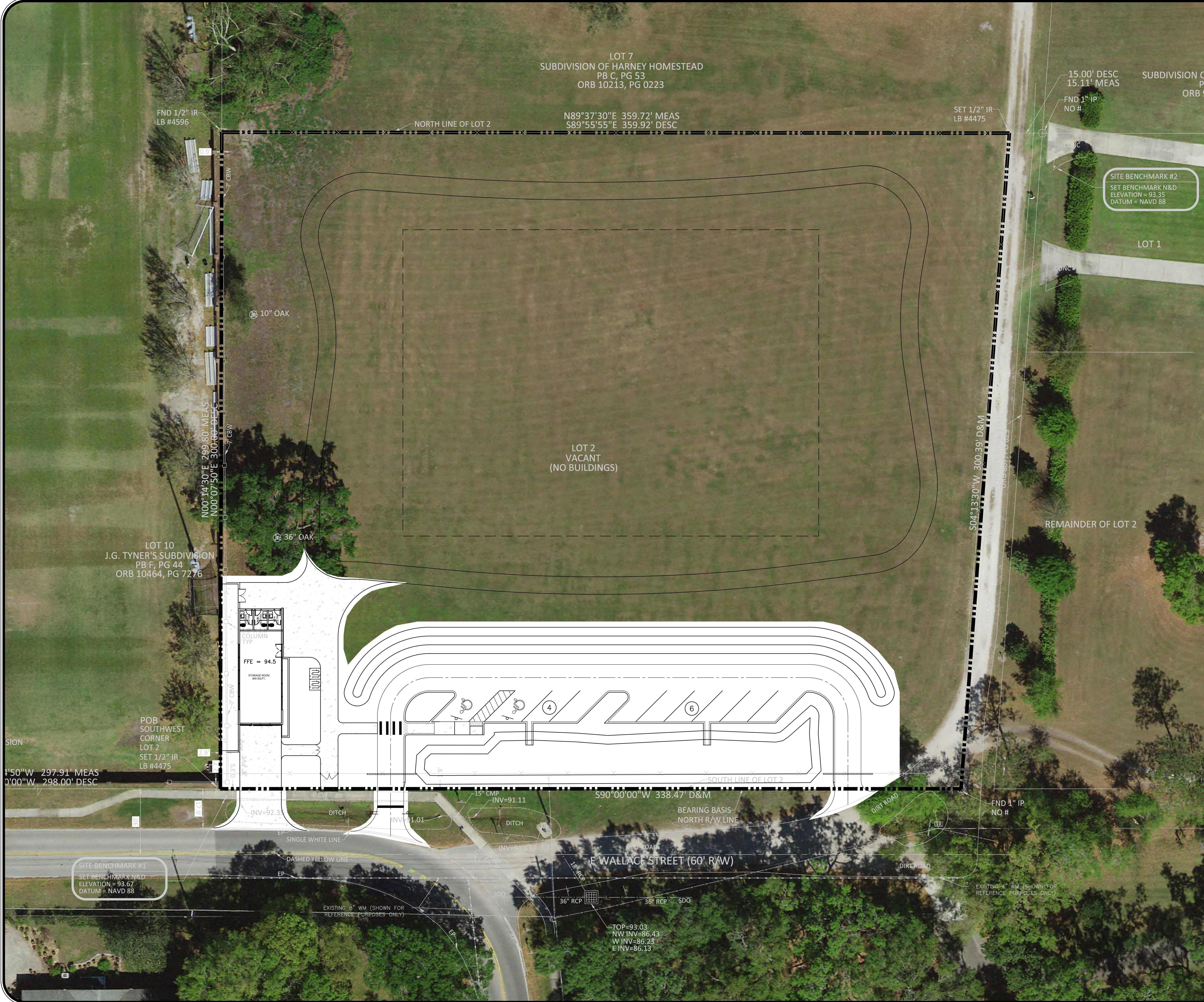
SITE DATA:	
OCPA - PARCEL ID #:	24-23-29-8977-00-021
PROPERTY ADDRESS:	E. WALLACE STREET ORLANDO, FL 32809
TOTAL PROPERTY AREA:	2.41 Ac
EXISTING FUTURE LAND USE:	LDR
PROPOSED FUTURE LAND USE:	LDR
EXISTING ZONING:	R-1-AA
PROPOSED ZONING:	R-1-AA
REQUIRED BUILDING SETBACKS:	
FRONT	30'
REAR	35'
SIDE	7.5'
PROPOSED BUILDING SETBACKS:	
FRONT	30'
REAR	35'
SIDE	7.5'
PARKING SPACES REQUIRED:	X*
PARKING SPACES PROVIDED:	
REGULAR SPACES	8
ADA ACCESSIBLE SPACES	2
TOTAL PARKING SPACES	10
*PARKING SPACE REQUIREMENTS TO BE COORDINATED WITH THE CITY BELLE ISLE	

CIVIL ENGINEERING   LAND PLANNING		APPIAN ENGINEERING LLC.		APPIANFL.COM • 407.960.5868		2221 Las Rozas, SUITE 27, Winter Park, Florida, 32789		STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 15174	
GEOMETRY PLAN		PRELIMINARY SITE PLAN		CITY OF BELLE ISLE		WALLACE PARK IMPROVEMENTS		CITY OF BELLE ISLE, FLORIDA	
DRAWN:	S. SULLIVAN	DESIGNED:	J. PALM	CHECKED:	M. STACY	DATE:	6/23/2020		
SCALE:	1" = 20'	PROJECT:	CCS-01	SHEET:	C3.0				
APPIAN ENGINEERING		NOT FOR CONSTRUCTION							



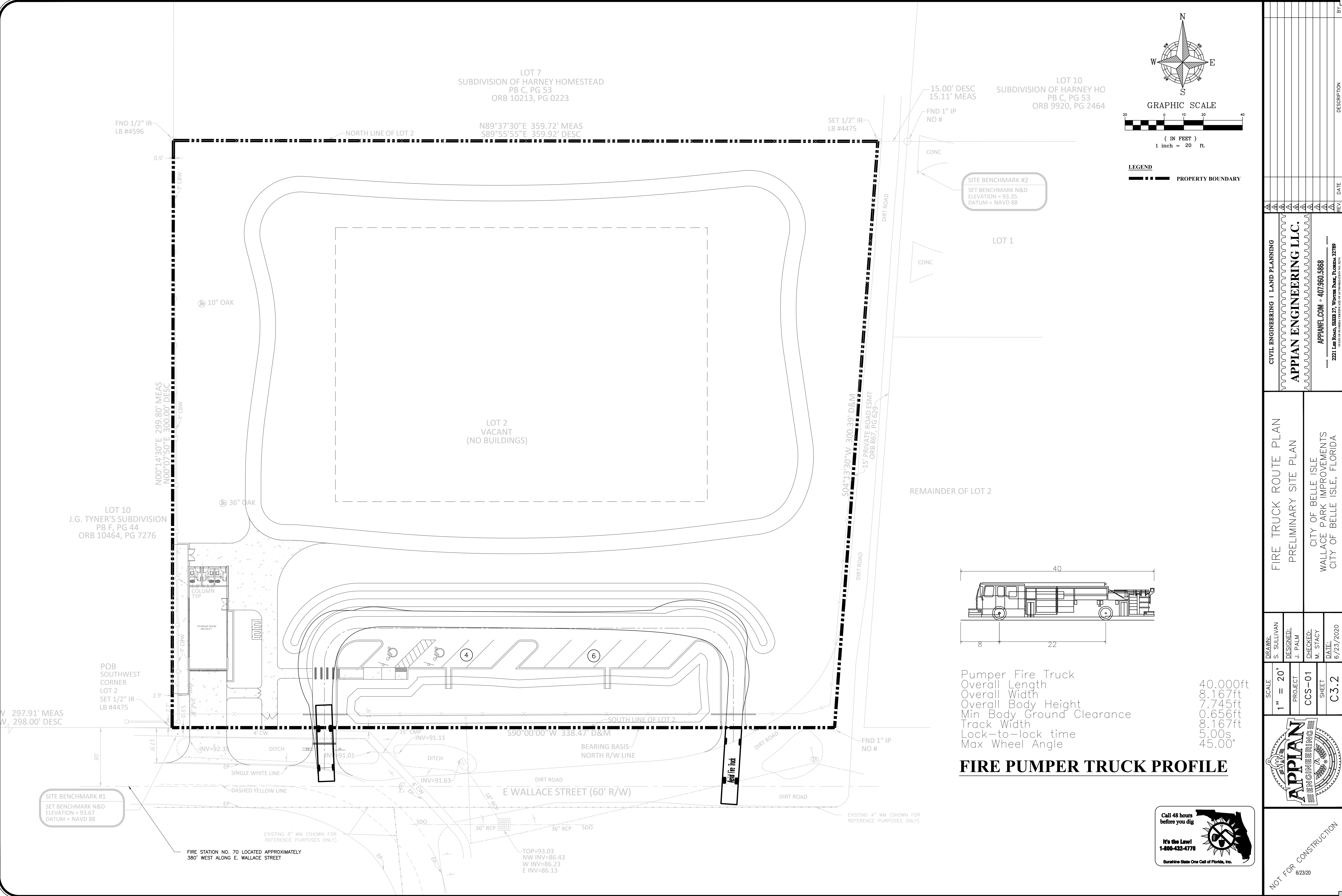


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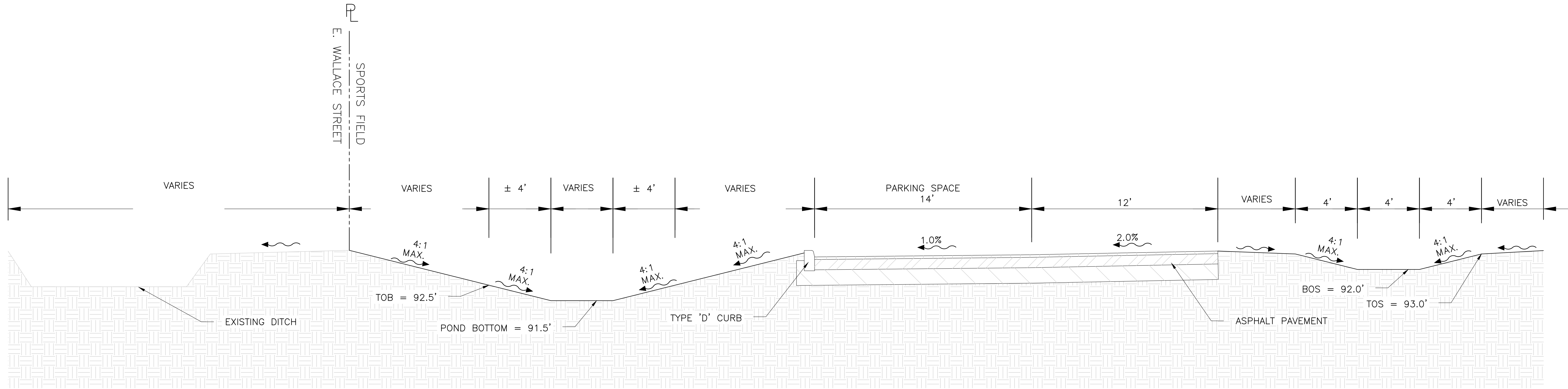


CIVIL ENGINEERING   LAND PLANNING		APPIAN ENGINEERING LLC.		APPIANFL.COM • 407.960.5868		2221 Las Flores, Suite 27, Warner Park, Florida 32789		STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION		DATE		DESCRIPTION	
AERIAL SITE PLAN		PRELIMINARY SITE PLAN		CITY OF BELLE ISLE		WALLACE PARK IMPROVEMENTS		CITY OF BELLE ISLE, FLORIDA		REV.			
DRAWN: S. SULLIVAN		DESIGNED: J. PALM		CHECKED: M. STACY		DATE: 6/23/2020							
SCALE: 1" = 20'		PROJECT: CCS-01		SHEET: C3.1									
APPIAN ENGINEERING													
NOT FOR CONSTRUCTION													

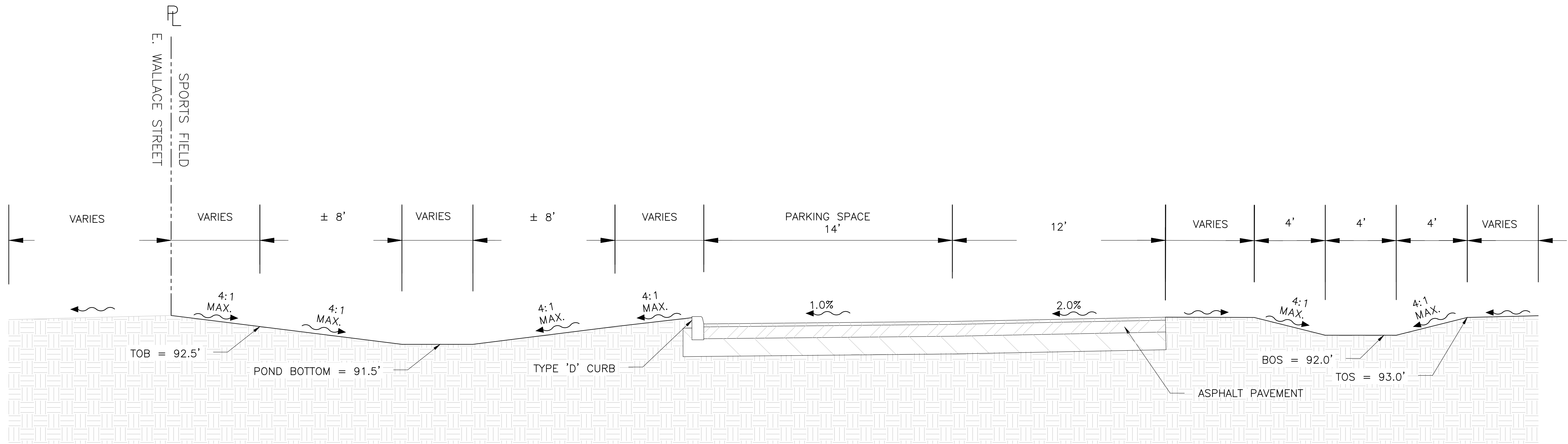




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SECTION A-A  
N.T.S



SECTION B-B  
N.T.S



CIVIL ENGINEERING I LAND PLANNING		DATE	DESCRIPTION
APPIAN ENGINEERING LLC.	APPIANFL.COM • 407.960.5868		
2221 Las Pecos, Suite 27, Warner Park, Florida, 32789	STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 15174		

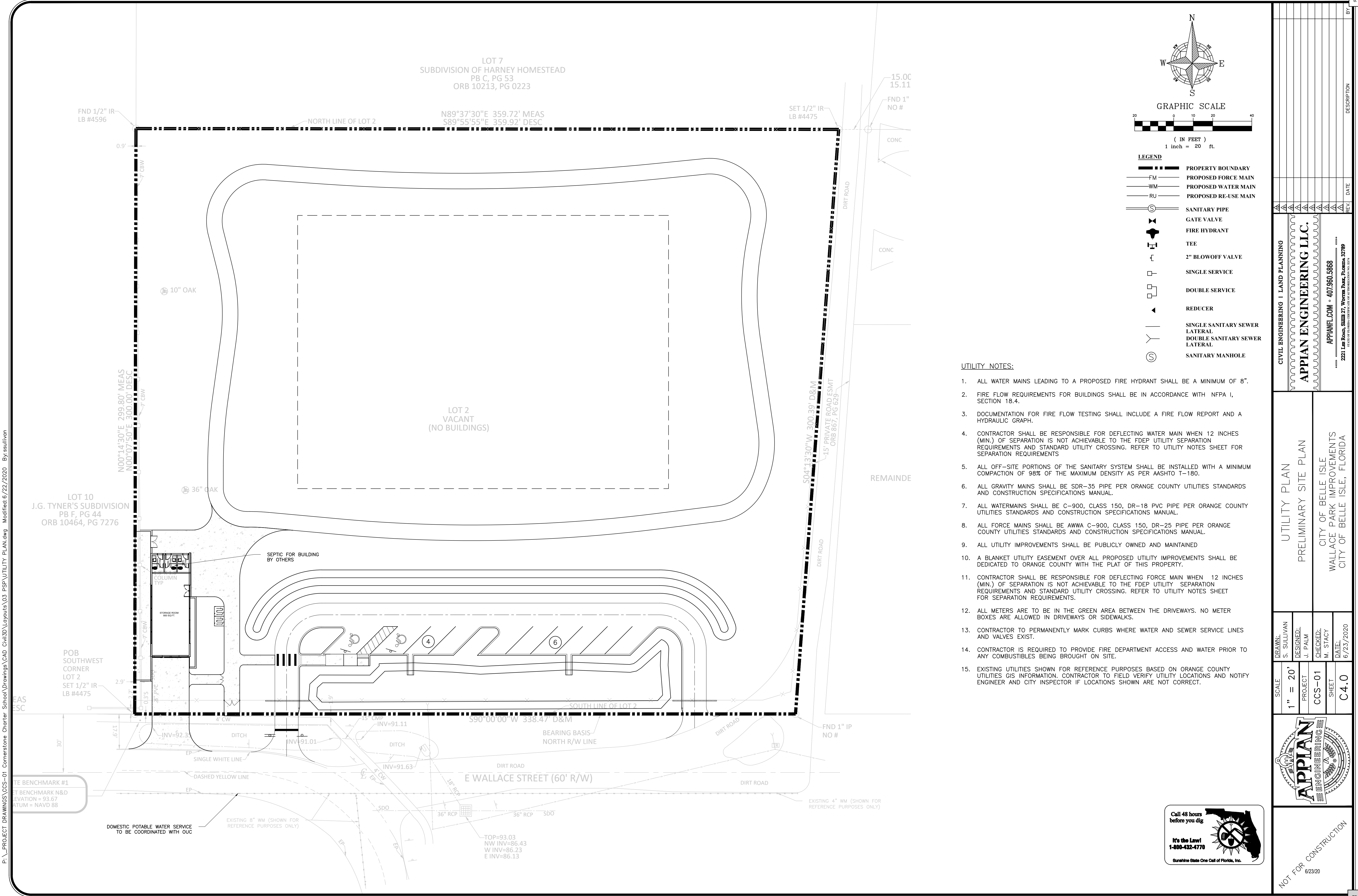
CROSS-SECTIONS		CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA
PRELIMINARY SITE PLAN		

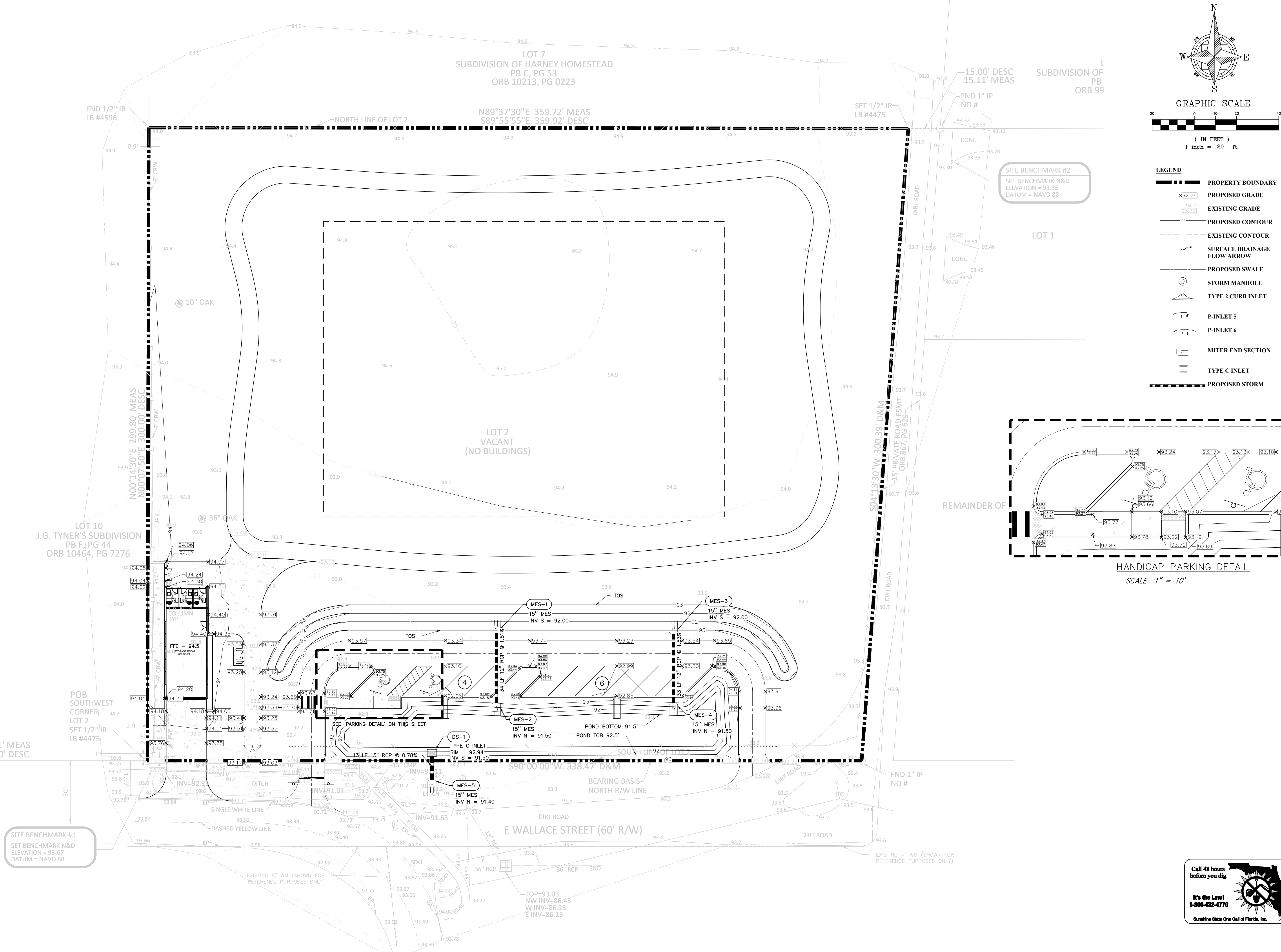
SCALE	N.T.S
PROJECT	CCS-01
SHEET	C.3.3




NOT FOR CONSTRUCTION  
6/23/20

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<div>NOT FOR CONSTRUCTION</div> <div>6/23/20</div> <div></div>		SCALE	DRAWN:	PAVING, GRADING & DRAINAGE PLAN	CIVIL ENGINEERING   LAND PLANNING	
		1" = 20'	S. SULLIVAN			
		PROJECT	DESIGNED:	PRELIMINARY SITE PLAN	APPIAN ENGINEERING LLC.	
		CCS-01	J. PALM			
		SHEET	CHECKED:	CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA	APPIANFL.COM • 407.960.5868	
		C5.0	M. STACY			
		DATE:	DATE:	2221 Las Roca, Suite 27, Warner Park, Florida 32789 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 0174		
		6/23/2020				
				REV.	DATE	DESCRIPTION