



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Ave, Belle Isle  
Held the 1st and 3rd Tuesday of Every Month  
Tuesday, September 20, 2022 \* 6:30 PM

### AGENDA

#### City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor – Jim Partin, District 7

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or website at [www.belleislefl.gov](http://www.belleislefl.gov). If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Holihan, District 5
3. **Second Public Hearing & Adoption - FY 2022-2023 Budget**
  - a. Budget Presentation
  - b. Council Discussion
  - c. Citizen Comments
  - d. **RESOLUTION 22-26** - A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.
  - e. **RESOLUTION 22-27** - A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.
  - f. **RESOLUTION 22-28** - A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.
4. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
  - a. Monthly Reports: CE Report, OC Fire Responses and NAV Board
5. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, staff, or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and should be answered by staff within a reasonable period following the meeting date.
6. **Unfinished Business**
  - a. **RESOLUTION 22-25** - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING, SUPERSEDING, AND REPLACING FEES AND ADOPTING FEE SCHEDULES FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY, PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.
7. **New Business**
  - a. Discuss Changes to Municipal Code - Under this agenda item, the Council will discuss the following changes: To allow golf carts in Trimble Park; to allow more than RVs to be stored in the front driveway; to allow more than one boat/trailer unit to be parked in the front driveway.
  - b. Consider Donation to Ducktoberfest

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"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 2

- [c.](#) BING Grant Application for Conway Isles Landscaping
  - [d.](#) Bing Grant for Pavillion Roof Lake Conway Estates
- 8. Attorney's Report**
- 9. City Manager's Report**
  - [a.](#) Issues Log
  - b. Chief's Report
  - c. Public Works Report
- 10. Mayor's Report**
- 11. Items from Council**
- 12. Adjournment**



# SECOND PUBLIC BUDGET HEARING



**FISCAL YEAR 2022-2023**

**TUESDAY, SEPTEMBER 20, 2022  
6:30PM**

# Millage Rate Calculations



**Rolled-back millage rate** ..... **4.0900**

**Proposed millage rate** ..... **4.4018**

**% increase over rolled-back rate** ..... **7.62%**

The **rolled-back rate** is the rate that would generate the same amount of property tax revenue as the prior year.

Requires two-thirds vote of governing body

- Reasons for increase
  - Comprehensive Plan Update
  - Paving
  - Sidewalk Improvements
  - Parks
  - New Staff Positions
  - License Plate Readers



FY	Gross Taxable Value	Millage Rate	Ad Valorem Proceeds
21/22	\$878,675,990	4.4018	\$3,867,756
22/23	\$957,891,012	4.4018	\$4,216,445

# Budget Overview



- Based on Council Goals and Direction
- Maintains current millage rate of 4.4018 for the 13<sup>th</sup> consecutive year
- Exceeds minimum reserve balance of 25%
- Salary Increases
  - Police Department per Police Pay Plan
  - 4% COLA for non-uniform employees
  - 1% Merit for non-uniform employees
- Partnering with Orange County on Stormwater and Transportation Projects
- Charter School
  - Fund 201 Debt Service Fund closed due to CCA taking the debt
  - Payroll cost allocation transferred back to General Fund
  - \$450,000 Rent Revenue



# Overview of All Funds



	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTAL ALL FUNDS
<b>REVENUES</b>					
Ad Valorem Taxes	4,005,622	0	0	0	4,005,622
Other Taxes	444,601	0	0	0	444,601
Charges for Services	707,524	425,344	0	0	1,132,868
Intergovernmental Revenue	3,306,445	143,125	0	0	3,449,570
Fines & Forfeitures	462,500	3,000	0	0	465,500
Miscellaneous Revenue	520,500	1,500	0	500	522,500
Licenses and Permits	545,000	0	0	0	545,000
Total Revenues	9,992,192	572,969	0	500	10,565,661
Transfers In	0	0	0	250,000	250,000
Fund Balances/Reserves	3,185,000	801,011	0	461,617	4,447,628
<b>Total Beginning Fund Balance, Revenues, &amp; Transfers In</b>	<b>13,177,192</b>	<b>1,373,980</b>	<b>0</b>	<b>712,117</b>	<b>15,263,289</b>
<b>EXPENDITURES</b>					
General Government	1,595,868	0	0	0	1,595,868
Public Safety	5,517,248	6,000	0	0	5,523,248
Physical Environment	2,692,446	1,112,104	0	492,101	4,296,651
Debt Services	262,000	0	0	0	262,000
Total Expenditures	10,067,562	1,118,104	0	492,101	11,677,767
Transfers Out	250,000	0	0	0	250,000
Fund Balances/Reserves	2,859,630	255,876	0	220,016	3,335,522
<b>Total Expenditures, Transfers Out, &amp; Ending Fund Balance</b>	<b>13,177,192</b>	<b>1,373,980</b>	<b>0</b>	<b>712,117</b>	<b>15,263,289</b>

# General Fund



- Main Fund of the City
- Accounts for 86% of the total budget
- Beginning Fund Balance of \$3,185,000 carried over from FY 21/22
- Ending Fund Balance of \$2,859,630
  - % of revenues in reserves: **28.61%**
  - **Exceeds** recommendation of 25% reserves

General Fund	FY 22/23
Beginning Fund Balance	3,185,000
Total Revenues	10,565,661
Total Expenditures	10,067,562
Total Transfers Out	250,000
Ending Fund Balance	2,859,630

# General Fund (Fund 001)


## Revenues

- 14% increase from FY 21/22
  - 9% increase in Ad Valorem Taxes
  - 23% increase in Intergovernmental Revenue (ARPA)
  - 89% increase in Miscellaneous Revenue (Charter School Rent)

REVENUES	ACTUALS 2020/2021	ORIGINAL BUDGET 2021/2022	AMENDED* BUDGET 2021/2022	PROPOSED BUDGET 2022/2023	(from PFY Amended) % CHG
Ad Valorem Taxes	3,535,115	3,684,899	3,684,899	4,005,622	9%
Other Taxes	457,339	432,500	432,500	444,601	3%
Licenses and Permits	547,659	504,900	524,900	545,000	4%
Intergovernmental	1,754,473	2,076,972	2,690,237	3,306,445	23%
Charges for Services	640,382	658,836	663,336	707,524	7%
Fines and Forfeitures	242,379	417,500	462,500	462,500	0%
Miscellaneous	119,769	46,395	275,005	520,500	89%
<b>Total Revenues</b>	<b>7,297,116</b>	<b>7,822,002</b>	<b>8,733,377</b>	<b>9,992,192</b>	<b>14%</b>

\* Amended Budget includes amendments already completed as well as amendments projected to occur.






## General Fund (Fund 001)

### Revenues

- Ad Valorem Taxes
  - Budgeted revenue of \$4,005,622
  - Gross Taxable Property Values \$957,891,012
  - Millage Rate of 4.4018
  - Budgeted at 95% collection rate
- State Revenues
  - Based on revenue estimates published by the Florida Department of Revenue Office of Tax Research
    - ✦ Communications Services Tax
    - ✦ State Shared Revenue
    - ✦ Half-Cent Sales Tax
    - ✦ Local Option Gas Tax
- ARPA
  - Budgeted revenue of \$1,813,090 for FY 22/23
  - Even though we received the second payment in FY 21/22, we cannot record it as revenue until it has been spent.



## General Fund (Fund 001)

### Revenues

- **Solid Waste Fees – Residential**
  - 8% Increase
  - \$282/year per residence
  - Budgeted at 95% collection rate
- **Red Light Cameras**
  - Remains the same as FY 21/22 even though we are adding additional cameras
  - The revenue line will be amended once the new cameras are up and generating additional revenue.
- **Charter School Rent**
  - This is a new revenue line in General Fund
  - \$450,000 per new lease agreement


# General Fund (Fund 001)

## Expenditures

- 15% Increase from FY 21/22
- Includes expenditures for ARPA
- Transfer of \$250,000 to Capital Equipment Replacement Fund

<b>EXPENDITURES</b>	<b>ACTUALS 2020/2021</b>	<b>ORIGINAL BUDGET 2021/2022</b>	<b>AMENDED* BUDGET 2021/2022</b>	<b>PROPOSED BUDGET 2022/2023</b>	(from PFY Amended) <b>% CHG</b>
Legislative	36,607	51,000	51,000	28,150	-45%
Executive Mayor	2,088	3,300	3,300	3,100	-6%
Finance, Admin, & Planning	518,272	515,053	562,526	739,418	31%
General Government	2,968,347	2,977,554	3,286,785	3,487,736	6%
Police	2,338,681	2,942,737	3,261,869	3,601,474	10%
Public Works	504,208	1,077,525	1,350,523	1,945,684	44%
Debt Service	267,561	238,000	238,000	262,000	10%
<b>Total Expenditures</b>	<b>6,635,764</b>	<b>7,805,169</b>	<b>8,754,003</b>	<b>10,067,562</b>	<b>15%</b>
<b>Total Transfers Out</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250,000</b>	<b>0</b>
<b>Total Expenditures and Transfers Out</b>	<b>6,635,764</b>	<b>7,805,169</b>	<b>8,754,003</b>	<b>10,317,562</b>	<b>18%</b>

\* Amended Budget includes amendments already completed as well as amendments projected to occur.



## General Fund (Fund 001)

### Expenditures


- 511 - Legislative
  - 45% Decrease
    - ✦ Annual audit expense moved to General Government – Department 519
  - Combined expenses instead of budgeting per district
    - ✦ Travel & Per Diem
    - ✦ Books, Subscriptions, & Memberships
- 513 – Finance, Admin, & Planning
  - 31% Increase
    - ✦ Salaries and Benefits
      - Positions added in FY 21/22 (positions were added mid-year and full cost not included in amended FY 21/22 budget)
        - Full-Time In-House Planner
        - Finance Technician
      - City Hall Administrative Assistant from part-time to full-time
      - Wage Adjustments
      - Elimination of payroll cost allocation to Charter Fund

# General Fund (Fund 001)

## Expenditures

- 519 – General Government
  - 6% Increase
    - ✦ Legal Services
    - ✦ Annual audit expense moved from Department 511
    - ✦ Contractual Services
      - GoGov
      - Comp Plan Consultant
    - ✦ Website/Social Media
      - Employee or Contract with Social Media Company
    - ✦ Solid Waste Disposal/Yardwaste
    - ✦ Neighborhood Grant Program (BING)
      - Increased from \$7,000 to \$7,500/district
      - Added allocation for Mayor





## General Fund (Fund 001)

# Expenditures

- 521 – Police Department
  - 10% Increase
    - ✦ Salaries & Wages - Crossing Guards
      - Added a crossing guard position
    - ✦ Technology Support/Services
      - New IT contract with Eola Tech
      - Body worn cameras
    - ✦ Red Light Camera Fees
      - Four (4) additional cameras
    - ✦ License Plate Readers
    - ✦ Vehicle Leases
    - ✦ Tuition Reimbursement
    - ✦ Radios
    - ✦ Capital – Equipment
      - \$10,000 budgeted for a new server

## General Fund (Fund 001)

# Expenditures



- 541 – Public Works
  - 44% Increase
    - ✦ Salaries and Benefits
      - New employees
    - ✦ Vehicle Leases
      - New Crew Truck
      - Bucket Truck
      - Dump Truck
    - ✦ CIP – Buildings
      - \$40,000 budgeted for pole barn and new garage doors at PW
    - ✦ Resurfacing & Curbing
      - \$453,000 budgeted for District 3 and District 5
    - ✦ Sidewalks
      - \$500,000 budgeted for city-wide improvements
    - ✦ CIP – Park Improvements
      - \$45,000 budgeted for Delia Beach sidewalk and deck
      - \$52,000 budgeted for play equipment
    - ✦ CIP – Clock Tower
      - \$28,700 budgeted for tower clock at Hoffner/Conway

# Transportation Impact Fee Fund



- Special Revenue Fund to account for collected impact fees on new development
- Restricted for transportation related improvements
- Beginning fund balance of \$110,788 carried over from FY 21/22
- Ending fund balance of \$46,288

<b>Transportation Impact Fee Fund</b>	<b>FY 22/23</b>
Beginning Fund Balance	110,788
Total Revenues	500
Total Expenditures	65,000
Ending Fund Balance	46,288



# Transportation Impact Fee Fund (Fund 102)

## Revenues

- No change
- No Impact Fees budgeted

## Expenditures

- Professional Services
  - \$65,000 budgeted for traffic consultant



# Stormwater Fund



- Special Revenue Fund to account for stormwater management operations and related capital improvements.
- Beginning fund balance of \$678,228 carried over from FY 21/22
- Ending fund balance of \$200,093

<b>Stormwater Fund</b>	<b>FY 22/23</b>
Beginning Fund Balance	678,228
Total Revenues	568,969
Total Expenditures	1,047,104
Ending Fund Balance	200,093



## Stormwater Fund (Fund 103)

### Revenues

- 58% Decrease
  - ARPA revenue not budgeted in FY 22/23
- Service Charge - Stormwater
  - 5% Increase
  - Increase from \$125/ERU to \$130/ERU
  - Budgeted at 95% collection rate
- State Resiliency Grant
  - \$45,000 budgeted for vulnerability assessment
- OC Nav Board Reimbursements
  - \$98,125 anticipated from the Nav Board for Barby Lane project

### Expenditures

- Professional Services
  - \$75,000 budgeted for vulnerability assessment
- CIP – Capital Improvements
  - Seminole/Daetwyler Intersection Drainage Improvements
  - St. Partin Pipe Replacement
  - Barby Lane System
  - LCE Lake Lot System

# Law Enforcement Education Fund



- Special Revenue Fund restricted for education and training for law enforcement.
- Beginning fund balance of \$11,995 carried over from FY 21/22
- Ending fund balance of \$9,495

Law Enforcement Education Fund	FY 22/23
Beginning Fund Balance	11,995
Total Revenues	3,500
Total Expenditures	6,000
Ending Fund Balance	9,495



Law  
Enforcement  
Education Fund  
(Fund 104)

## Revenues

- Judgement & Fines
  - Increase from \$1,500 to \$3,000

## Expenditures

- No change
- \$6,000 budgeted for training

# Capital Equipment Replacement Fund



- A fund to account for the replacement of capital equipment
- Beginning fund balance of \$19,516 carried over from FY 21/22
- Ending fund balance of \$220,016

<b>Capital Equipment Replacement Fund</b>	<b>FY 22/23</b>
Beginning Fund Balance	19,516
Total Revenues	500
Total Transfers In	250,000
Total Expenditures	50,000
Ending Fund Balance	220,016



Capital  
Equipment  
Replacement  
Fund  
  
(Fund 301)

## Revenues

- Transfer In from General Fund \$250,000

## Expenditures

- \$50,000 budgeted for Public Works chipper


# Capital Improvement Revenue Note Project Fund



- A fund to account for the use of the proceeds of the Capital Improvement Revenue Note, Series 2020
- Proceeds must be spent by September 25, 2023
- Beginning fund balance of \$442,101 carried over from FY 21/22
- Ending fund balance of \$0

Capital Improvement Revenue Note Project Fund	FY 22/23
Beginning Fund Balance	442,101
Total Revenues	0
Total Transfers In	0
Total Expenditures	442,101
Ending Fund Balance	0





Capital  
Improvement  
Revenue Note  
2020 Project  
Fund  
(Fund 303)

## Revenues

- None

## Expenditures

- \$442,101 budgeted for land purchase
  - Will be used for stormwater if not used for land purchase

# Capital Improvement Plan



- Five Year Plan updated annually
- Any major purchase of or improvement to City facilities or infrastructure
- Projects may be multi-year or one-time

<b>GENERAL FUND</b>	<b>FY 22/23</b>
Public Works Pole Barn	15,000
Public Works New Garage Doors	25,000
Resurfacing	453,000
Sidewalk Replacements	500,000
Clock Tower	28,700
Delia Deck	45,000
Play Structures	52,000
<b>TOTAL</b>	<b>1,118,700</b>

<b>STORMWATER FUND</b>	<b>FY 22/23</b>
Seminole/Daetwyler Drainage	25,000
St. Partin Pipe Replacement	25,000
LCERA Lake Lot	325,000
Barby Lane Upgrade	196,250
<b>TOTAL</b>	<b>571,250</b>

<b>2020 BOND PROJECT FUND</b>	<b>FY 22/23</b>
Land Purchase - TBD	442,101
<b>TOTAL</b>	<b>442,101</b>

# SECOND PUBLIC BUDGET HEARING

a.

## Next Up...

- City Council Discussion
- Citizen Comments
- Adoption of Tentative Millage Rate and Budget
  - Resolution 22-23
  - Resolution 22-24
  - Resolution 22-26

**RESOLUTION 22-26**

**A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Belle Isle of Orange County, Florida, adopted a tentative millage rate on September 6, 2022 following a public hearing as required by Florida Statute 200.065, for the fiscal year beginning October 1, 2022 and ending on September 30, 2022; and

**WHEREAS**, on September 20, 2022, the City of Belle Isle held a final public hearing on the millage rate for the fiscal year beginning October 1, 2022 and ending on September 30, 2023, as required by Florida Statute 200.065; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within Orange County has been certified by the Orange County Property Appraiser to the City of Belle Isle as \$957,891,012; and

**WHEREAS**, the City Council of the City of Belle Isle has determined that the millage rate of 4.4018 mills is necessary to provide the revenue to fund the budget for the fiscal year beginning October 1, 2022 and ending on September 30, 2023.

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

**SECTION 1.** The City Council adopts the final millage rate of 4.4018 mills for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023.

**SECTION 2.** The final millage rate of 4.4018 mills is greater than the rolled-back rate of 4.0900 mills by 7.62%.

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

**DULY ADOPTED** at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Nicholas Fouraker, Mayor

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

\_\_\_\_\_  
Approved as to form and legality  
City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 22-26 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**RESOLUTION 22-27**

**A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Belle Isle of Orange County, Florida, adopted a tentative budget on September 6, 2022 following a public hearing as required by Florida Statute 200.065, for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023; and

**WHEREAS**, on September 20, 2022, the City of Belle Isle held a final public hearing on the budget for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023; and

**WHEREAS**, the final budget for the City of Belle Isle for the fiscal year beginning October 1, 2022 and ending on September 30, 2023, provides for a total of all funds in the amount of \$15,263,289, as set forth in Attachment "A"; and

**WHEREAS**, the City Council desires to adopt the final budget.

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

**SECTION 1.** The City Council adopts the final budget for the fiscal year beginning on October 1, 2022 and ending on September 30, 2023, as set forth in Attachment "A", and including all amendments, if any, adopted at its public hearing on September 20, 2022.

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

**DULY ADOPTED** at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Nicholas Fouraker, Mayor

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

\_\_\_\_\_  
Approved as to form and legality  
City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 22-27 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Yolanda Quiceno, CMC-City Clerk

**RESOLUTION 22-28**

**A RESOLUTION OF THE CITY OF BELLE ISLE OF ORANGE COUNTY, FLORIDA, ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE CITY OF BELLE ISLE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Belle Isle City Charter requires that a Five Year Capital Improvements Program be prepared by the City Manager, submitted to the City Council, and a public hearing held; and

**WHEREAS**, this program has been prepared and submitted to the City Council by the City Manager; and

**WHEREAS**, the City Council has reviewed the submitted program and held public hearings on September 6, 2022 and September 20, 2022.

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

**SECTION 1.** The City Council hereby approves and adopts the Five Year Capital Improvements Program for the City of Belle Isle, Florida for the fiscal years beginning October 1, 2022 and ending on September 30, 2027, and a copy thereof is attached hereto, and incorporated herein, by reference, as Exhibit "A", the City of Belle Isle Adopted Budget for FY 2022/2023.

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

**DULY ADOPTED** at a public hearing of and by the City Council of the City of Belle Isle, Florida, this 20<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Nicholas Fouraker, Mayor

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

\_\_\_\_\_  
Approved as to form and legality  
City Attorney



STATE OF FLORIDA

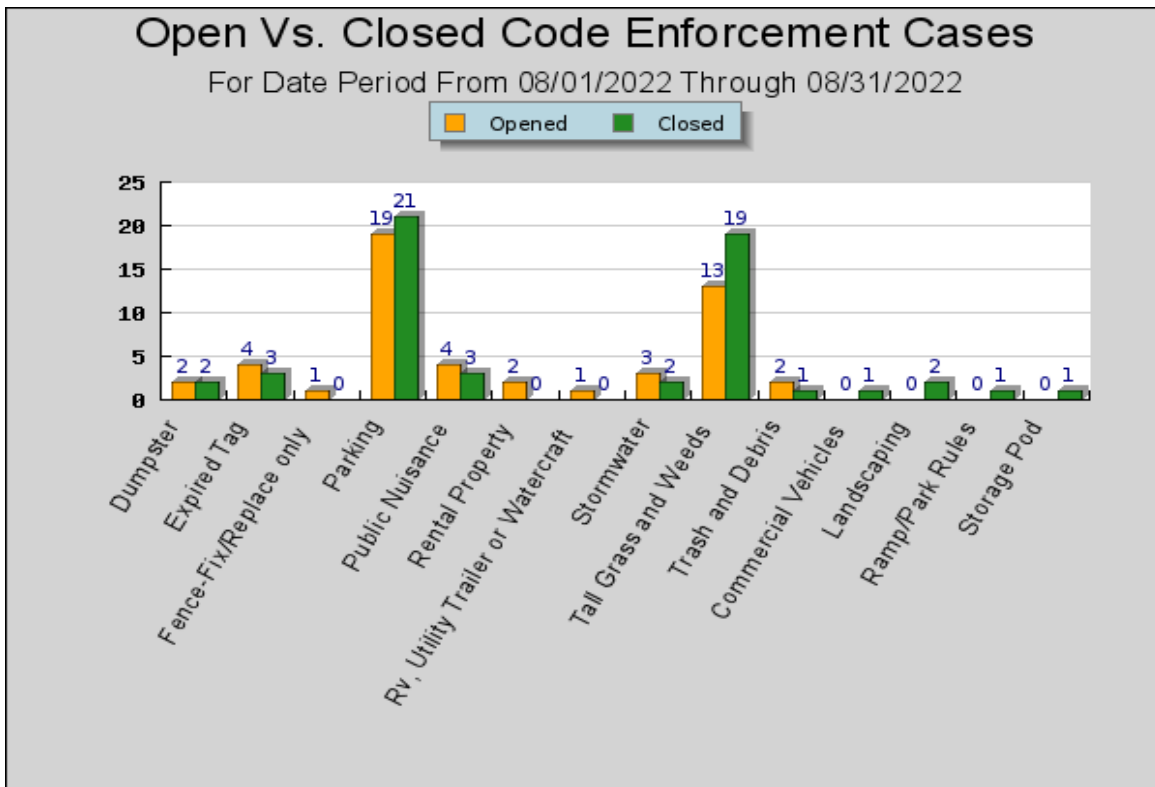
COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 22-28 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Yolanda Quiceno, CMC-City Clerk

Department	Opened	Closed
Dumpster	2	2
Expired Tag	4	3
Fence-Fix/Replace only	1	0
Parking	19	21
Public Nuisance	4	3
Rental Property	2	0
Rv, Utility Trailer or Watercraft	1	0
Stormwater	3	2
Tall Grass and Weeds	13	19
Trash and Debris	2	1
Commercial Vehicles	0	1
Landscaping	0	2
Ramp/Park Rules	0	1
Storage Pod	0	1
Fines Paid in August		\$700.00





# Orange County Fire Rescue Unit Activity in Belle Isle for August 2022

a.

<b>BELLE ISLE INCIDENT TOTAL</b>	<b>79</b>
<b>Total OCFR Units Used</b>	<b>174</b>
<b>Total OCFR Transports</b>	<b>42</b>

	EMS	Fire Service	Vehicle Accident
<b>Total</b>	60	14	5

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
<b>OF220083922</b>	R72	8/1/22	1:14:17	EMDB	72	Belle Isle	YES	72734B	5135 BELLEVILLE AV, BI
<b>OF220084038</b>	E53	8/1/22	0:03:32	EMDD	70	Belle Isle		70773B	1777 MCCOY RD, BI
	E70	8/1/22	0:13:43	EMDD	70	Belle Isle		70773B	1777 MCCOY RD, BI
	R73	8/1/22	1:26:44	EMDD	70	Belle Isle	YES	70773B	1777 MCCOY RD, BI
<b>OF220084490</b>	E70	8/2/22	0:15:43	WIRES	72	Belle Isle		72734B	2826 CULLEN LAKE SHORE
<b>OF220084634</b>	E73	8/3/22	0:22:22	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R73	8/3/22	1:04:03	EMDD	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
<b>OF220084771</b>	E73	8/3/22	0:33:36	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R53	8/3/22		EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R73	8/3/22	0:29:22	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
<b>OF220084849</b>	R72	8/3/22	0:20:24	EMDA	72	Belle Isle		72734B	HOFFNER AV/ST REGIS PL
<b>OF220085090</b>	B4	8/4/22	0:01:05	EMDD	72	Belle Isle		72734B	5011 LOUVRE AV, BI
	E70	8/4/22	0:16:47	EMDD	72	Belle Isle		72734B	5011 LOUVRE AV, BI
	R72	8/4/22	0:18:42	EMDD	72	Belle Isle		72734B	5011 LOUVRE AV, BI
<b>OF220085459</b>	E70	8/5/22	0:26:22	EMDD	70	Belle Isle		70735B	5231 OAK ISLAND RD, BI
	M5	8/5/22	1:21:59	EMDD	70	Belle Isle	YES	70735B	5231 OAK ISLAND RD, BI
<b>OF220085815</b>	E72	8/6/22	0:21:17	EMDD	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
	R70	8/6/22	0:56:21	EMDD	72	Belle Isle	YES	72733B	CONWAY RD/HOFFNER AV
<b>OF220085901</b>	E72	8/6/22	0:27:23	EMDD	70	Belle Isle		70735B	2501 KISSAM CT, BI
	R71	8/6/22	0:53:18	EMDD	70	Belle Isle	YES	70735B	2501 KISSAM CT, BI
<b>OF220085922</b>	R72	8/6/22	0:51:51	EMDA	72	Belle Isle	YES	72733B	4426 HOFFNER AV, BI
<b>OF220086297</b>	E72	8/7/22	0:15:01	EMDC	72	Belle Isle		72734B	5201 DRISCOLL CT, BI
	R70	8/7/22	1:00:12	EMDC	72	Belle Isle	YES	72734B	5201 DRISCOLL CT, BI
<b>OF220086619</b>	E72	8/8/22	0:18:50	EMDD	72	Belle Isle		72733B	5016 DUBAN AV, BI

a.

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
	R71	8/8/22	0:53:43	EMDD	72	Belle Isle	YES	72733B	5016 DUBAN AV, BI
<b>OF220086802</b>									
	R73	8/8/22	0:29:04	EMDA	70	Belle Isle		70773B	1834 COLLEEN DR, BI
<b>OF220086930</b>									
	E73	8/8/22	0:10:36	AFA	73	Belle Isle		73777B	1934 MCCOY RD, BI
<b>OF220087224</b>									
	E73	8/9/22	0:02:28	EMDC	70	Belle Isle		70769B	2625 NELA AV, BI
	R70	8/9/22	0:31:03	EMDC	70	Belle Isle		70769B	2625 NELA AV, BI
	R73	8/9/22	0:06:52	EMDC	70	Belle Isle		70769B	2625 NELA AV, BI
<b>OF220087272</b>									
	E70	8/9/22	0:17:47	LOCKOUT	73	Belle Isle		73777B	3786 BRIGHTON PARK CIR.
<b>OF220087451</b>									
	R72	8/10/22	0:56:40	EMDC	72	Belle Isle	YES	72732B	4245 BELL TOWER CT, BI
<b>OF220087879</b>									
	E53	8/11/22	0:13:34	AFA	70	Belle Isle		70773B	1853 MCCOY RD, BI
<b>OF220087932</b>									
	E70	8/11/22	0:19:17	AFA	73	Belle Isle		73777B	2635 MCCOY RD, BI
<b>OF220088011</b>									
	B4	8/11/22	0:24:14	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	CPT4	8/11/22	0:07:07	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	E51	8/11/22	0:07:05	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	E70	8/11/22	0:37:09	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	E72	8/11/22	0:34:20	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	R70	8/11/22	0:31:09	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	R72	8/11/22	0:09:49	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
	TR51	8/11/22	0:07:03	HOUSE	70	Belle Isle		70769B	2803 NELA AV, BI
<b>OF220088186</b>									
	E72	8/12/22	0:36:58	EMDD	72	Belle Isle		72732B	5826 COVE DR, BI
	R72	8/12/22	0:36:58	EMDD	72	Belle Isle		72732B	5826 COVE DR, BI
<b>OF220088213</b>									
	E73	8/12/22	0:33:13	HAZ2	72	Belle Isle		72732B	4131 BELL TOWER CT, BI
	R73	8/12/22	0:29:13	HAZ2	72	Belle Isle		72732B	4131 BELL TOWER CT, BI
	SQ1	8/12/22	0:32:11	HAZ2	72	Belle Isle		72732B	4131 BELL TOWER CT, BI
<b>OF220088287</b>									
	E70	8/12/22	0:18:06	EMDD	70	Belle Isle		70769B	2230 HOMEWOOD DR, BI
	R70	8/12/22	1:22:12	EMDD	70	Belle Isle	YES	70769B	2230 HOMEWOOD DR, BI
<b>OF220088328</b>									
	E70	8/12/22	0:13:11	EMDD	70	Belle Isle		70773B	7232 LAKE DR, BI
	R57	8/12/22	0:09:58	EMDD	70	Belle Isle		70773B	7232 LAKE DR, BI
<b>OF220088647</b>									
	E51	8/13/22	0:06:35	EMDD	70	Belle Isle		70736B	HANSEL AV/E OAK RIDGE F
	R70	8/13/22	0:06:50	EMDD	70	Belle Isle		70736B	HANSEL AV/E OAK RIDGE F
<b>OF220088867</b>									
	E70	8/13/22	0:32:20	ELECK	72	Belle Isle		72732B	6626 THE LANDINGS DR, B
<b>OF220088987</b>									
	R73	8/14/22	0:32:00	EMDB	70	Belle Isle		70773B	2121 MCCOY RD, BI
<b>OF220089042</b>									
	E72	8/14/22	0:20:27	EMDD	72	Belle Isle		72733B	3619 ROTHBURY DR, BI
	R72	8/14/22	1:01:39	EMDD	72	Belle Isle	YES	72733B	3619 ROTHBURY DR, BI
<b>OF220089101</b>									
	E73	8/14/22	0:17:50	EMDD	70	Belle Isle		70773B	1805 MCCOY RD, BI
	R73	8/14/22	0:53:55	EMDD	70	Belle Isle	YES	70773B	1805 MCCOY RD, BI
<b>OF220089625</b>									
	E72	8/15/22	0:23:44	EMDB	72	Belle Isle		72733B	5373 JADE CIR, BI

36

a.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	R72	8/15/22	1:18:47	EMDB	72	Belle Isle	YES	72733B	5373 JADE CIR, BI
<b>OF220089758</b>									
	R72	8/16/22	0:03:28	AAN	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
<b>OF220089762</b>									
	E72	8/16/22	0:09:24	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	8/16/22	0:51:07	AA	72	Belle Isle	YES	72733B	HOFFNER AV/CONWAY RD
<b>OF220089778</b>									
	R70	8/16/22	0:24:41	EMDA	70	Belle Isle		70773B	1765 PAM CIR, BI
<b>OF220089872</b>									
	E72	8/16/22	0:14:32	EMDD	72	Belle Isle		72733B	5373 JADE CIR, BI
	R72	8/16/22	1:05:27	EMDD	72	Belle Isle	YES	72733B	5373 JADE CIR, BI
<b>OF220089909</b>									
	E72	8/16/22	0:16:46	EMDB	72	Belle Isle		72734B	2905 HOFFNER AV, BI
	R72	8/16/22	1:04:51	EMDB	72	Belle Isle	YES	72734B	2905 HOFFNER AV, BI
<b>OF220089911</b>									
	E51	8/16/22	0:01:55	EMDC	70	Belle Isle		70736B	6516 MATCHETT RD, BI
	E70	8/16/22	0:19:58	EMDC	70	Belle Isle		70736B	6516 MATCHETT RD, BI
	R70	8/16/22	1:06:31	EMDC	70	Belle Isle	YES	70736B	6516 MATCHETT RD, BI
<b>OF220090016</b>									
	E70	8/16/22	0:22:38	EMDA	70	Belle Isle		70773B	1740 WIND HARBOR RD, BI
	R70	8/16/22	2:04:50	EMDA	70	Belle Isle	YES	70773B	1740 WIND HARBOR RD, BI
<b>OF220090196</b>									
	E73	8/17/22	0:15:14	EMDD	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R73	8/17/22	0:52:40	EMDD	73	Belle Isle	YES	73777B	1934 MCCOY RD, BI
<b>OF220090223</b>									
	E72	8/17/22	0:06:10	AA	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
	R72	8/17/22	0:05:54	AA	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
<b>OF220090273</b>									
	E72	8/17/22	0:09:56	EMDB	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
	R72	8/17/22	0:09:48	EMDB	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
<b>OF220090376</b>									
	E70	8/17/22	0:25:00	EMDD	70	Belle Isle		70735B	2318 CROSS LAKE RD, BI
	E72	8/17/22	0:01:50	EMDD	70	Belle Isle		70735B	2318 CROSS LAKE RD, BI
	R70	8/17/22	1:11:52	EMDD	70	Belle Isle	YES	70735B	2318 CROSS LAKE RD, BI
	R72	8/17/22	0:02:12	EMDD	70	Belle Isle		70735B	2318 CROSS LAKE RD, BI
<b>OF220090828</b>									
	E70	8/18/22	0:12:54	AA	70	Belle Isle		70736B	GIBSON DR/MATCHETT RD
	R73	8/18/22	0:08:51	AA	70	Belle Isle		70736B	GIBSON DR/MATCHETT RD
<b>OF220090982</b>									
	E70	8/18/22	0:18:28	EMDC	70	Belle Isle		70769B	7236 SEMINOLE DR, BI
	R72	8/18/22	0:18:28	EMDC	70	Belle Isle		70769B	7236 SEMINOLE DR, BI
<b>OF220091415</b>									
	E73	8/19/22	0:51:36	EMDE	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R73	8/19/22	0:52:30	EMDE	73	Belle Isle		73777B	1934 MCCOY RD, BI
<b>OF220091680</b>									
	E72	8/20/22	0:15:08	EMDB	72	Belle Isle		72733B	5054 CONWAY RD, BI
	R70	8/20/22	0:45:22	EMDB	72	Belle Isle	YES	72733B	5054 CONWAY RD, BI
<b>OF220091715</b>									
	E73	8/20/22	0:21:59	EMDC	73	Belle Isle		73777B	2300 JETPORT DR, BI
	R70	8/20/22	0:57:19	EMDC	73	Belle Isle	YES	73777B	2300 JETPORT DR, BI
<b>OF220091717</b>									
	E72	8/20/22	0:21:07	AA	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R72	8/20/22	1:03:54	AA	72	Belle Isle	YES	72733B	HOFFNER AV/CONWAY RD
<b>OF220091904</b>									

37

a.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	E51	8/20/22	0:03:55	EMDD	70	Belle Isle		70736B	6516 MATCHETT RD, BI
	R73	8/20/22	0:31:51	EMDD	70	Belle Isle		70736B	6516 MATCHETT RD, BI
	TR51	8/20/22	0:28:45	EMDD	70	Belle Isle		70736B	6516 MATCHETT RD, BI
<b>OF220091925</b>									
	E72	8/20/22	0:27:49	EMDD	72	Belle Isle		72733B	4416 HOFFNER AV, BI
	R68	8/20/22	1:06:52	EMDD	72	Belle Isle	YES	72733B	4416 HOFFNER AV, BI
<b>OF220091972</b>									
	E70	8/21/22	0:26:58	AFA	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R73	8/21/22	0:03:42	AFA	73	Belle Isle		73777B	1934 MCCOY RD, BI
<b>OF220091981</b>									
	E72	8/21/22	0:22:24	EMDC	72	Belle Isle		72733B	4416 HOFFNER AV, BI
	R70	8/21/22	0:49:19	EMDC	72	Belle Isle	YES	72733B	4416 HOFFNER AV, BI
<b>OF220092120</b>									
	E72	8/21/22	0:40:33	EMDD	72	Belle Isle		72733B	5120 CONWAY RD, BI
	R70	8/21/22	0:02:18	EMDD	72	Belle Isle		72733B	5120 CONWAY RD, BI
	R72	8/21/22	1:38:13	EMDD	72	Belle Isle	YES	72733B	5120 CONWAY RD, BI
<b>OF220092538</b>									
	E70	8/22/22	0:23:24	EMDC	70	Belle Isle		70736B	1216 HOFFNER AV, BI
	M5	8/22/22	0:13:50	EMDC	70	Belle Isle		70736B	1216 HOFFNER AV, BI
	R51	8/22/22	0:01:26	EMDC	70	Belle Isle		70736B	1216 HOFFNER AV, BI
<b>OF220092985</b>									
	E72	8/23/22	0:08:31	AFA	70	Belle Isle		70769B	3123 INDIAN DR, BI
<b>OF220093004</b>									
	E72	8/23/22	0:15:22	EMDA	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
	R72	8/23/22	1:02:17	EMDA	72	Belle Isle	YES	72733B	CONWAY RD/HOFFNER AV
<b>OF220093413</b>									
	E70	8/24/22	0:12:27	PA	70	Belle Isle		70773B	1742 WIND WILLOW RD, BI
	R73	8/24/22	0:01:57	PA	70	Belle Isle		70773B	1742 WIND WILLOW RD, BI
<b>OF220093462</b>									
	E72	8/24/22	0:06:40	AFA	72	Belle Isle		72734B	5205 ST REGIS PL, BI
<b>OF220093466</b>									
	E73	8/24/22	0:17:36	EMDD	73	Belle Isle		73777B	1936 MCCOY RD, BI
	R73	8/24/22	0:49:19	EMDD	73	Belle Isle	YES	73777B	1936 MCCOY RD, BI
<b>OF220093471</b>									
	E70	8/24/22	0:23:44	EMDC	70	Belle Isle		70773B	1742 WIND WILLOW RD, BI
	E73	8/24/22	0:02:09	EMDC	70	Belle Isle		70773B	1742 WIND WILLOW RD, BI
	M5	8/24/22	0:02:28	EMDC	70	Belle Isle		70773B	1742 WIND WILLOW RD, BI
	R70	8/24/22	1:16:24	EMDC	70	Belle Isle	YES	70773B	1742 WIND WILLOW RD, BI
<b>OF220093600</b>									
	R70	8/25/22	0:28:03	EMDC	70	Belle Isle		70769B	2121 NELA AV, BI
<b>OF220093644</b>									
	B1	8/25/22	1:12:51	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	B10	8/25/22	1:08:31	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	B4	8/25/22	1:19:47	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	CPT4	8/25/22	1:10:07	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	E51	8/25/22	1:16:15	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	E70	8/25/22	1:34:29	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	MCU1	8/25/22	1:16:58	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	R35	8/25/22	1:16:00	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	R70	8/25/22	1:28:56	CONFINE	70	Belle Isle	YES	70736B	6003 HANSEL AV, BI
	SQ1	8/25/22	1:19:09	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	SQ3	8/25/22	1:16:04	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI
	TR51	8/25/22	1:26:01	CONFINE	70	Belle Isle		70736B	6003 HANSEL AV, BI

38

a.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	TRN3	8/25/22	1:18:03	CONFIN	70	Belle Isle		70736B	6003 HANSEL AV, BI
	TRT1	8/25/22	1:22:38	CONFIN	70	Belle Isle		70736B	6003 HANSEL AV, BI
<b>OF220093801</b>									
	E73	8/25/22	0:16:58	EMDC	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R73	8/25/22	0:18:19	EMDC	73	Belle Isle		73777B	2323 MCCOY RD, BI
<b>OF220093850</b>									
	E51	8/25/22	0:22:36	EMDB	70	Belle Isle		70736B	6109 MATCHETT RD, BI
	M5	8/25/22	0:00:29	EMDB	70	Belle Isle		70736B	6109 MATCHETT RD, BI
	R72	8/25/22	0:51:03	EMDB	70	Belle Isle	YES	70736B	6109 MATCHETT RD, BI
<b>OF220094096</b>									
	E72	8/26/22	0:18:43	EMDB	72	Belle Isle		72733B	3619 ROTHBURY DR, BI
	R72	8/26/22	1:12:44	EMDB	72	Belle Isle	YES	72733B	3619 ROTHBURY DR, BI
<b>OF220094260</b>									
	E70	8/26/22	0:14:59	EMDD	72	Belle Isle		72734B	5027 LOUVRE AV, BI
	R70	8/26/22	0:49:55	EMDD	72	Belle Isle	YES	72734B	5027 LOUVRE AV, BI
<b>OF220094612</b>									
	E72	8/27/22	0:21:53	AFA	72	Belle Isle		72732B	4221 KEZAR CT, BI
<b>OF220094690</b>									
	E73	8/27/22	0:21:49	EMDD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R73	8/27/22	0:57:36	EMDD	73	Belle Isle	YES	73777B	2323 MCCOY RD, BI
<b>OF220094701</b>									
	E73	8/27/22	0:07:03	EMDD	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	8/27/22	0:06:08	EMDD	70	Belle Isle		70773B	1853 MCCOY RD, BI
<b>OF220094714</b>									
	E73	8/27/22	0:18:11	EMDD	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	8/27/22	1:03:55	EMDD	70	Belle Isle	YES	70773B	1853 MCCOY RD, BI
<b>OF220094826</b>									
	R70	8/28/22	1:26:45	EMDC	70	Belle Isle	YES	70773B	1742 WIND WILLOW RD, BI
<b>OF220094997</b>									
	E66	8/28/22	0:00:05	PA	72	Belle Isle		72733B	5373 JADE CIR, BI
	E72	8/28/22	0:12:44	PA	72	Belle Isle		72733B	5373 JADE CIR, BI
	R70	8/28/22	0:02:30	PA	72	Belle Isle		72733B	5373 JADE CIR, BI
<b>OF220095566</b>									
	E70	8/30/22	0:09:49	EMDA	73	Belle Isle		73777B	2635 MCCOY RD, BI
	R73	8/30/22	0:56:22	EMDA	73	Belle Isle	YES	73777B	2635 MCCOY RD, BI
<b>OF220095656</b>									
	E70	8/30/22	0:10:18	EMDA	70	Belle Isle		70773B	1701 PERKINS RD, BI
	R70	8/30/22	0:52:51	EMDA	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
<b>OF220095658</b>									
	E73	8/30/22	0:33:31	HAZ1	73	Belle Isle		73777B	MCCOY RD/LINDOS ST
<b>OF220095678</b>									
	E70	8/30/22	0:12:31	EMDD	70	Belle Isle		70735B	1704 HOFFNER AV, BI
	M5	8/30/22	0:07:10	EMDD	70	Belle Isle		70735B	1704 HOFFNER AV, BI
	R51	8/30/22	0:01:21	EMDD	70	Belle Isle		70735B	1704 HOFFNER AV, BI
	R70	8/30/22	0:46:49	EMDD	70	Belle Isle	YES	70735B	1704 HOFFNER AV, BI
<b>OF220096115</b>									
	E73	8/31/22	0:22:26	EMDA	70	Belle Isle		70773B	1740 WIND HARBOR RD, BI
	R70	8/31/22	1:02:28	EMDA	70	Belle Isle	YES	70773B	1740 WIND HARBOR RD, BI
	R72	8/31/22	0:02:57	EMDA	70	Belle Isle		70773B	1740 WIND HARBOR RD, BI
<b>OF220096164</b>									
	E70	8/31/22	0:21:53	EMDB	70	Belle Isle		70773B	1807 STAFFORD DR, BI
	R73	8/31/22	1:26:05	EMDB	70	Belle Isle	YES	70773B	1807 STAFFORD DR, BI
<b>OF220096288</b>									
	E72	8/31/22	0:20:27	EMDA	72	Belle Isle		72733B	5373 JADE CIR, BI

39

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
R72		8/31/22	0:20:40	EMDA	72	Belle Isle		72733B	5373 JADE CIR, BI

a.

**SERVICE AREA INCIDENT TOTAL 79**

**Total OCFR Units Used 174**

**Total OCFR Transports 42**

	<b>EMS</b>	<b>Fire Service</b>	<b>Vehicle Accident</b>
<b>Total</b>	60	14	5





# CITY OF BELLE ISLE, FL

1600 NELA AVENUE, BELLE ISLE, FL 32809 \* TEL 407-851-7730

## MEMORANDUM

From the Desk of Bob Francis, City Manager

**To:** Mayor and Council  
**Date:** September 14, 2022  
**Re:** Lake Conway Navigation Board Meeting

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**NOTE: This memo is to provide information only and is NOT an official record of the Lake Conway Navigation Board Meeting. Please refer to the Lake Conway Navigation Board adopted minutes for the official record.**

Synopsis of the September 13, 2022 Lake Conway Navigation Board Meeting

- Public Comment:
  - a. Four residents addressed the Board to speak against the concept of designated areas for the sandbar and also restricted lanes around the lake for kayaks and paddle boarders (non-motorized vessels). They stated it was not necessary and that the noise was the main concern at the sandbar. Comments submitted by Justin Maynard are attached.
  - b. Randy Holihan addressed the Board about the weeds in the lake and that they are out of control. He stated that the weeds are breaching the surface of the water in depths of 10-14 feet and as far out in the lake as 250-300 feet and that the weeds damaged the thruster on his boat. He would like to see the City and Nav Board work on a plan to control the weeds. Approximately 20 citizens spoke in opposition of the Nav Board considering making the Sandbar a vessel and person exclusion zone and also making the proposed paddleboard and kayak trail around the lake. Many who spoke stated that there are many good stewards of the lake and only a few are causing the issues. They cited loud music and safety as the concerns. They questioned who would be responsible for the markers that need to be placed in the lake for the trail and who would pay for them.
- Comments from the Chairperson: Comments from the Chairperson are below
- Marine Patrol Report:
  - a. Reports of OCSO and BIPD are attached.
- Proposed Sandbar Designated Areas and Travel Lanes:

- a. Mr. John Evertsen stated that he has been on the Nav Board for about a year and all he hears is complaints about the Sandbar, so he put this idea forward so he could get people interested in this issue. He and other board members appreciated that many citizens attended the meetings on the sandbar so proactive discussions could take place. (City Manager Note: The Nav Board meetings are out of control and not run well. Speakers are frequently interrupted by others speaking out of turn, attendees speak without being recognized and they carry on dialogue with other audience members. It's basically a free-for-all). After much uncontrolled discussion, Mr. Evertsen stated that maybe the City of Belle Isle should put together and advisory committee for the Sandbar. CM Francis stated he would bring the suggestion to the City Council, but it might be better to have a committee under the Nav Board so Edgewood and Orange County have representation. The Board and the audience continued with several discussions. After much discussion the following motions were made and passed:
    - i. Motion to not proceed with the kayak/paddle board trail.
    - ii. Motion to continue to keep the Sandbar as an agenda item to continue discussions.
    - iii. Motion to suspend discussions on the Sandbar designated areas and travel lanes.
  - b. Ms. Urbanik stated that she contacted the OCSO regarding the motion made by the Nav Board to develop an MOU between OCSO/BIPD/FWC for enforcement of each other's ordinances. The OCSO will not enter into an MOU.
  - c. Ms. Urbanik also stated that there will be a meeting on September 26<sup>th</sup> at 5:30 PM to review changes to Chapter 8 of the Orange County Code. Chapter 8 is Boats and Water Safety. She stated that a postcard will be going out to everyone in the MSTU.
- Water Elevation Report: Report is attached
  - EPD Report:
    - a. Lake Conway Stormwater Study Project Update: Ms. Urbanik stated that the first assessment was done on the three approved by the Board (Trentwood Blvd; E. Wallace Street; and Alsace Court) were approved and a kick-off meeting is being scheduled for the feasibility study.
    - b. Street Sweeping Proposal: Ms. Urbanik stated that they are still working with the OC Attorney's Office on this issue.
    - c. Barby Lane Project: CM Francis stated that the plans are nearly complete after the meeting with Orange County and incorporating their comments. He asked if he could send the plans to both the OC Engineers and the Nav Board at the same time to prevent further delays to bidding the project.
    - d. Canal Dredging: Ms. Urbanik stated that after speaking with the County Attorney, it appears that each property owner on the canal would have to sign a hold harmless agreement with the County for canal dredging.
  - Advisory Member Reports:
    - a. All Board members engaged in a discussion about lake weeds. Ms. Urbanik stated that she contacted by FWC about this issue and FWC told her that the City sent an email requesting a solution. She said that FWC is preparing a response for the City but the bottom line is that the City could apply for a permit to remove the weeds. She also stated that the lake will be stocked again in the spring with carp to control the weeds. Mr. Evertsen stated that when he contacted the FWC that the FWC would not spend any state funds to treat pond weeds. He also stated that his estimates put the cost for the mechanical removal of weeds at \$500,000 per 100 acres but there was no way to fund that cost.

- Non-Agenda Items: None
- The meeting adjourned at 8:30 PM.

Attachments

- Nav Board Agenda
- Minutes of August 9, 2022 Meeting
- BIPD & OCSO Marine Reports
- Lake Report
- Comments by Justin Maynard

a.

**LAKE CONWAY WATER AND NAVIGATION CONTROL DISTRICT  
ADVISORY BOARD REGULAR MEETING AGENDA**

**September 13, 2022 at 6:30 P.M.,  
Orange County Facilities Management Training Room**

**PLEDGE OF ALLEGIANCE**

- I. Call Meeting to Order
- II. Approval of the Minutes
- III. Public Comment
- IV. Comments of the Chairman
- V. Marine Patrol Report
- VI. Proposed Sandbar Designated Areas and Travel Lanes
- VII. Lake Conway Water Elevation Report
- VIII. Orange County EPD Report
  - Lake Conway Stormwater Feasibility Studies
  - Street Sweeping Proposal
  - Barby Lane Construction Project and Partnership Discussion
  - Canal Dredging Discussion
- IX. Advisory Board Member Report
  - Chair Dr. Elizabeth Nelson
  - Vice Chair John Evertsen
  - Bobby Lance
  - Micky Blackton
  - Frances Guthrie
- X. Non - Agenda Items
- XI. Meeting Adjourned

**WHEN SPEAKING, PLEASE GIVE YOUR NAME AND ADDRESS**

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-3111.

Para mayor información en español, por favor llame al (407) 836-3111.

**Lake Conway Water and Navigation Control District  
Advisory Board Regular Meeting  
August 9, 2022 at 6:30 p.m.  
Orange County Facilities Management Training Room**

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**Board Members Present:** Dr. Elizabeth Nelson (Chair), John Evertsen (Vice Chair), Bobby Lance, Micky Blackton, and Frances Guthrie

**Board Members Absent:** None

**Staff & Guests:** Tara Urbanik and Marissa Drake, Orange County Environmental Protection Division (EPD); Corporal Bim Lowers, Orange County Sheriff’s Office (OCSO); City Manager Bob Francis, City of Belle Isle (City); Sergeant Jeremy Millis, Belle Isle Police Department (BIPD)

**Residents:** Matt Brannon, Bill Tomala, Gary & Ardis Meloon, Alan Horn, Alexis Gordillo, Beth Lowell, Jason Hunter, Randy Holihan, Andy Dunigan, Rick Cutter, Dan Munoz, Cindy Lance, Stan Smith, Justin Maynard, Lee Goldman, Alan & Cindy Plante, Brittany Reliford, Melinda Elannan, Sarah Slohoda, Steven Helmc, Eugene DuPont, Gloriana Chinchily, Brian Horwitz, Adam Branom, Hennifer Heidenreich, Brent Millar, David Cochrane, Joel Ashe, Daniel Otterbachen, Terry Kalb, Ed Reza, Billie Martinson, Wendy Hicks, Joshua Hicks, Teresa Longo, Nicole Schlottreldt, Karl Shuck, Mark Askives, Pete Zachman, Cris Whittaker, Rick Higgin, Marc Chapkis, Vicki Broadus, Dan Rojas, Stephen Lee, John Keckley, Adrianna Sekula, Tina Demostene, and Donelle Altice

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**I. Call to Order**

With a quorum present, Dr. Elizabeth Nelson called the meeting of the Lake Conway Water and Navigation Control District Advisory Board (Advisory Board) to order at 6:30 p.m.

**II. Approval of the June 14, 2022 Meeting Minutes**

**Upon a motion by Bobby Lance, seconded by Micky Blackton, and carried with all present members voting AYE by voice vote; the Advisory Board approved the June 14, 2022 meeting minutes.**

**III. Public Comment on Propositions before the Advisory Board**

Chair Dr. Nelson received 14 requests for public comments. Gary Meloon, a resident on the middle lake, expressed a concern with the drainage of stormwater from Wallace Road into the lake. Ardis Meloon, a resident on the middle lake, also expressed a concern with the drainage of stormwater from Wallace Road into the lake, and asked who is responsible for the maintenance of the stormwater pipe. Alan Horn, Justin Maynard, and Lee Goldman requested to wait to speak until the Sandbar Designated Areas and Travel Lanes (Proposal) agenda item. Brittany Reliford, a resident, expressed her opposition of the Proposal, and stated she is the creator of the petition to oppose the Proposal, and that the Sandbar gathering is a large part of the community that should not be changed. Eugene DuPont, a resident, stated he agreed with the comments

expressed by Brittany Reliford. Adam Branom, a resident, stated concerns with aquatic plants in the lake, water clarity, and asked the Advisory Board to not forget about the proposed canal dredging projects. Vicki Broadus, a resident, stated the Conway Chain has the best water quality in the central Florida area, and is also concerned with the level of noise at the Sandbar gathering. Cris Whittaker, a resident, expressed a concern with the feasibility of enforcement of the Proposal, and that enacting the Proposal could relocate those concerns to other portions of the lake. Ryan Hollander, a resident, also stated the concerns with the Sandbar may be relocated to other portions of the lake, and there is an outstanding concern of vessels speeding on the lake. John Keckle, a resident, is opposed to regulations at the Sandbar and recommends to increase safety checks by marine patrol.

#### **IV. Comments of the Chair**

Chair Dr. Nelson stated she will hold her comments until Advisory Board Member Report.

#### **V. Marine Patrol Report**

##### **Off-Duty Patrol Reports**

Corporal Bim Lowers presented the Orange County off-duty marine patrol report. For the month of July 2022, the following activities were reported:

- 82 off-duty patrol hours
- 596 vessels observed on the lake
- 65 vessel stops
- 8 vessel citations
- 48 vessel warnings
- 38 vessel inspections
- 39 ramp checks

Sergeant Jeremy Millis presented the Belle Isle Police Department off-duty marine patrol report. For the month of July 2022, the following activities were reported:

- 99 off-duty patrol hours
- 1 dispatched call for service
- 395 vessels observed on the lake
- 22 vessel stops
- 22 vessel citations
- 4 vessel warnings
- 0 vessel inspections
- 57 ramp checks

#### **VI. Proposed Sandbar Designated Areas and Travel Lanes**

Mr. Evertsen presented a background of his idea for the proposed Sandbar Designated Areas and Travel Lanes (Proposal). Discussion ensued.

Chair Dr. Nelson called on the additional requests for public comments. Alan Horn, a resident, inquired about the cost of enforcement for the Proposal. Justin Maynard, a resident on the south lake, requested the Advisory Board to not impose restrictions on the Conway Chain, but to

enforce excess noise, speeding, and trespassing on private property. Adrianna Sekula, a resident, is opposed to regulations at the Sandbar area, and stated that the Conway Chain is a public waterway and is available to the public, and the community should not discriminate against the public using the lake for enjoyment. Lee Goldman, a resident, stated the Sandbar offers a special community gathering and instead of implementing the Proposal, suggested placing a no wake zone around the Sandbar area. Tina Demostene suggested proposing a fee at the public boat ramps to assist with funding enforcement on the lake. Discussion ensued.

**Upon a motion by Francis Guthrie, seconded by Dr. Elizabeth Nelson, and carried with Bobby Lance, Francis Guthrie, and John Evertsen voting AYE by voice vote, Dr. Elizabeth Nelson voting NAY by voice vote, and Micky Blackton abstaining from the vote; the Advisory Board recommended for District 3 Commissioner Uribe to look into increasing the on-duty marine patrol budget for the Conway Chain of Lakes.**

Discussion ensued regarding the ability of the Florida Fish and Wildlife Conservation Commission Law Enforcement (FWC), Orange County Sheriff's Office (OCSO), and the Belle Isle Police Department (BIPD) to enter into an agreement to enable each agency the ability to enforce all County and State rules and restrictions related to the Conway Chain.

**Upon a motion by John Evertsen, seconded by Micky Blackton, and carried with all present members voting AYE by voice vote; the Advisory Board recommended for District 3 Commissioner Uribe to obtain a Memorandum of Understanding among the FWC, OCSO, and BIPD law enforcement agencies.**

Bobby Lance requested to state an additional motion.

**Upon a motion by Bobby Lance, seconded by Francis Guthrie, and carried with all present members voting AYE by voice vote; the Advisory Board approved tabling item number VI. Proposed Sandbar Designated Areas and Travel Lanes until a public meeting can be held, with the individual topics of concern discussed independently as sub-topics.**

This topic will be discussed again at the September 2022 Advisory Board meeting to discuss the individual sub-topics.

## **VII. Lake Conway Water Elevation Report**

David Wood's water elevation report was not presented.

## **VIII. Orange County EPD Report**

### **Annual Approval of Routine Services**

Ms. Urbanik provided a spreadsheet handout of the current lake taxing district budget and upcoming projects, and copy of the annual water quality improvement projects. As of August 3, 2022, the total account balance is \$2,247,982.21. A total of \$372,535.00 is proposed for off duty lake patrol, gatekeeper, street sweeping, curb inlet basket and baffle box maintenance, and contracted lake services.

**Upon a motion by Francis Guthrie, seconded by Micky Blackton, and carried with all present members voting AYE by voice vote; the Advisory Board approved up to \$372,535.00 for the annual routine services for the 2022-2023 fiscal year.**

**Lake Conway Stormwater Study Feasibility Studies**

The funding for the three feasibility studies has been secured and a kick-off meeting will be scheduled in the upcoming weeks.

**Street Sweeping Proposal**

The draft versions of the street sweeping interlocal agreements are in the process of being reviewed. Ms. Urbanik will provide an update in September 2022.

**Barby Lane Construction Project and Partnership Discussion**

Orange County has received the 100% construction plans for the proposed baffle box, and a meeting is scheduled with the City of Belle Isle, EPD, and Orange County Public Works on Friday, August 12, 2022 to discuss the plans.

**IX. Advisory Board Member Report**

- Chair Dr. Elizabeth Nelson: Chair Dr. Nelson stated she is grateful for the resident attendance, and hopes the public understands they are only an advisory board that has a limited scope for improvement projects.
- Vice Chair John Evertsen: Vice Chair Evertsen thanked the residents for attending and getting the conversations on the Sandbar started. He additionally stated that the Hoffner canal needs to be trimmed for tree width and height.
- Bobby Lance: Mr. Lance thanked the residents for attending.
- Mickey Blackton: No comments.
- Frances Guthrie: Ms. Guthrie referenced the signs of the new fertilizer rules advertised around the meeting room, and reminded the residents to adhere to those guidelines during the summer restrictions. She also stated she was happy to see so many residents participate in the meeting, and that she appreciates the public comment by the individual who stated that the Conway Chain is a public lake and is open to the public.

**X. Non-Agenda Items**

Tina Demostene, a resident, pointed out the total gatekeeper line item on the routine budget spreadsheet was incorrect, that it should read that \$10 a day is equal to \$3,650.00 per year. Ms. Urbanik confirmed that the spreadsheet listed that line item as a typo. Ms. Demostene also expressed her concern why the lake taxing district is paying for the gatekeeper, when the ramp is owned and maintained by the Parks and Recreation Division. Ms. Urbanik stated that particular gatekeeper service is longstanding, and at the time was a special request by the Advisory Board.



**XI. Meeting Adjourned**

Chair Dr. Nelson adjourned the meeting at 8:46 p.m.

\_\_\_\_\_  
Elizabeth Nelson, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minutes prepared by Tara Urbanik

\_\_\_\_\_  
Date



# Lake Conway Marine Patrol Report



Aug-22

Belle Isle Police Department

		BIPD		NAV		BIPD		NAV		BIPD		NAV		BIPD		NAV		BIPD		NAV		Total	
		6-Aug	7-Aug	13-Aug	14-Aug	20-Aug	21-Aug	27-Aug	28-Aug														
BIPD	NAV																						
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
																						0	

### Dates

Felony	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misdemeanor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Warrant Arrests	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

### Productivity

Field Intelligence Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dispatched Calls for Service	3	3	1	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
Reports Written	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vessel Accidents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vessels Observed on Lake	40	60	30	30	30	30	25	15	25														255
Boat Stops	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
PWC Stops	0	2	1	3	4	2	2	0	1														13
Citations Issued	0	3	0	6	5	3	3	0	1														18
Warnings Issued	0	0	0	1	1	2	0	0	0														4
Vessel Inspections	0	0	0	0	0	0	0	0	0														0
Ramp Checks	4	4	3	6	5	5	5	4	3														34
Patrol Assists/Back-Ups	0	0	0	0	0	0	0	0	0														0
Hours Worked	8	10	8	10	8	10	8	10	8	10													72

Comments:





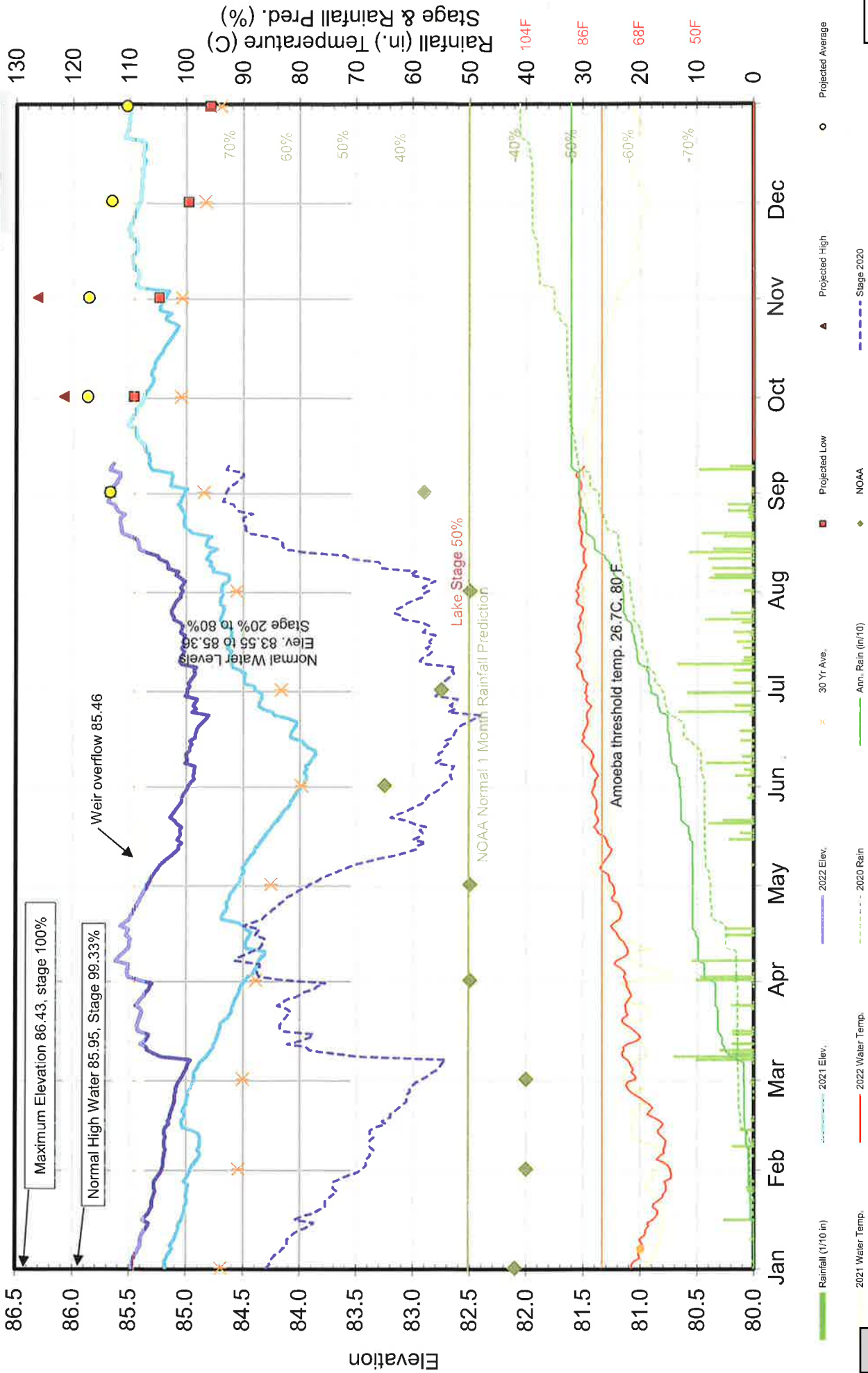


Datum based on Hoffner Bridge Gauge, OCBM L-1058-006

# Lake Conway 2022 Elevations (NAVD 88)

Provided as a public service by TEC Engineering, Inc. Find more and sign up to get these monthly reports at: <https://TECEngr.yolasite.com/cnb.php>

8/31/22  
Elev 85.68  
Stage 93%



Justin Maynard - 9/13/22 – NavBoard meeting  
3550 Country Lakes Drive, Belle Isle

**Also – been going to the sandbar nearly every Saturday for 10 years, including Winters**

The last NavBoard meeting drew opposition to an “idea” centered around “boat and human exclusion” areas. Since then, some of us sat down with Mr Francis, City Manager from Belle Isle.

We asked four times, and Mr Francis asserted that Belle Isle had no further interest in “owning, managing, or controlling” the Sandbar. We assert again, to the Navboard that exclusion zones are purely because of Noise complaints, and not of safety issues.

We also assert that paddle boarders already have rights, and use the lake as intended. Further, there is no need to try and regulate new things, instead enforce current laws.

While a “Kayak and Paddle Board Lane” is in the Belle Isle Comprehensive Plan, we are here again to assert that no additional regulation, or changes are needed to be made, and paddle boarders already have these rights of usage currently.

Any changes should come from an ordinance by Orange County, not any pre-emptive limiting measures.

Currently, paddle boarders/ kayakers already put in at the designated areas, including Belle Isle launch sites, and Randolph Ramp.

They mostly stick to the shore, but sometimes cross open water.

They come up to the sandbar and congregate with the boats.

Or they go around the sandbar as is normal.

Vessels pull up to the sandbar, stop and congregate.

It is an unwritten rule to have “no wake” going thru the sandbar as it is.

It is also an Orange County Ordinance to not make wake within 100’ of other vessels or docks.

Sec. 8-31.(a) – Orange County Municipal Code

BIPD and OSCO already patrol anyone getting too close to the sandbar, boats or paddleboarders, and making a wake.

Congregants at the sandbar DO NOT go past the areas that hold vegetation already.

Only BIPD, OSCO, and the closest resident access these areas by boat to patrol on the backside.

The sandbar is 350 feet at its closest to shore – so any 300’ no wake from shore suggestion wouldn’t apply anyways

Congregants usually park 50 feet away from boat docks at minimum, allowing for BIPD and OSCO access already

BIPD now has a jetski that meanders thru the area.

As I said during the last Navboard meeting – This is all about noise and disturbance of the peace for the residents that are close by.

In the meeting with Bob Francis and Police Chief Houston, we also came to an option that might assist BIPD/OSCO. Self policing.

“We the goers of the sandbar, who attended the last meeting, and those of us who are attending tonight.....”

We will download the Orange County 311 App, and we will take video and report those boats who are making the noise issue.

We will assist BIPD and OSCO with proof on what boats are causing the disturbances.

They can then fine them. Over and over if they so choose.

This is already happening, this past weekend, Officer Gargano responded and they cut out the noise.



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

**Meeting Date:** September 20, 2022

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

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

**Subject:** Resolution 22-25– Fee Schedule

**Background:** The City staff updated the fees and fines listed in the consolidated fee schedule and it was presented to Council at the September 6<sup>th</sup> meeting for the Council to review. The Fee Schedule is presented with the Budget each year. The staff consulted with other municipalities and FLC to determine if the fees presented are appropriate and in-line with other municipalities.

**Staff Recommendation:** Approve Resolution 22-25, Consolidated Fee Schedule. schedule.

**Suggested Motion:** I move we approve Resolution 22-25.

**Alternatives:** Do not approve the changes and provide further direction to the staff.

**Fiscal Impact:** TBD

**Attachments:** Resolution 22-16  
Consolidated Fee Schedule



**RESOLUTION 22-15**

**A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING, SUPERSEDING, AND REPLACING FEES AND ADOPTING FEE SCHEDULES FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY, PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.**

**WHEREAS**, the City Council for the City of Belle Isle has, by Ordinance or Resolution, established user fees and charges to assist in the funding of related activities; and

**WHEREAS**, the City Council for the City of Belle Isle has determined that these fees and charges should be updated annually as part of the Budget process and consolidated into one document; and

**WHEREAS**, in setting non-proprietary fees or charges, the City recognizes that it must either follow Florida Statutes or assure that the fee structure does not exceed the cost of providing the departmental service to the general public; and

**WHEREAS**, the City Council determines it to be in the public interest that additional fees be added or amended to the Belle Isle Fee Schedule; and

**WHEREAS**, the City Council has determined that it is necessary to review and amend the fees and charges associated with City’s Municipal Code from time to time; and

**WHEREAS**, the fees and charges related to zoning, comprehensive planning, variances, special exceptions, and the associated advertising are incorporated within "Exhibit ‘A’" of this Resolution; and

**WHEREAS**, on May 3, 2022 the City Council of the City of Belle Isle considered Resolution 22-15 and approved the same in public session.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, that:**

**SECTION 1. APPLYING OF FEES:** The fees and charges set forth in the attached and incorporated Exhibit "A" are hereby effective October 1, 2022, and shall hereby amend and replace the fees schedule previously adopted in the Belle Isle Municipal Code.

**SECTION 2. SEVERABILITY:** Should any section or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Resolution as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION 3 . REPEALING CLAUSE:** All other Resolutions or part of Resolutions in conflict herewith, are to the extent of such conflict, hereby repealed.

**SECTION 4. EFFECTIVE DATE:** This Resolution shall be in full force and effective immediately upon adoption and publication as provided by law.

**PASSED AND ADOPTED** by the City Council of the City of Belle Isle, Florida, at its regular meeting of the City Council on the 20<sup>TH</sup> day of September, 2022.

CITY OF BELLE ISLE, FLORIDA

By: \_\_\_\_\_  
NICHOLAS FOURAKER, Mayor

ATTEST:

\_\_\_\_\_  
YOLANDA QUICENO  
City Clerk

\_\_\_\_\_  
Approved as to form and legality  
CITY ATTORNEY

**City of Belle Isle, Florida**  
**Resolution 22-25**  
**Exhibit A – Fee Schedule FY 2022-2023**



# FEE SCHEDULE

Resolution 22-25  
Updated October 1, 2022

# FEE DIRECTORY TABLE OF CONTENTS

## General Government Fees:

Administrative Fees ..... 3  
     Public Records Policy ..... 5

Finance Fees ..... 6

Facilities, Parks and Recreation ..... 7

Code Enforcement ..... 8

Planning Fees ..... 9-10

Impact Fees (Adopted Ordinance 21-15)..... 11-12

Building and Permitting Fees ..... 13-14  
     Electrical ..... 15-16  
     Mechanical ..... 17-18  
     Plumbing..... 19  
     Gas ..... 20  
     Other..... 21

Zoning Fees ..... 22-23

Public Safety/Police Department..... 24-25

Important Numbers..... 26

**ADMINISTRATIVE FEES:**

Lien recording fees:

Fee for the first page .....	\$10
Each page thereafter .....	\$8.50
Certification charge .....	\$2
Lien and foreclosure research .....	\$35
City map and aerial photographs .....	\$10
City Map (oversized/laminated) .....	\$Actual
Plus postage and handling .....	\$1.50

**CITY CODE AND SUPPLEMENTS TO CITY CODE**

Can be purchased from Municipal Code Corporation  
 P. O. Box 2235  
 Tallahassee, FL 32316  
 Or accessed online at [www.municode.com](http://www.municode.com)

Copy on USB .....	\$Actual
Copy charge per page .....	\$0.15
Double-sided .....	\$0.20

**CITY LOGO**

Use of City Logo Agreement-(See Branding Style Guide)

For Profit .....	5% of gross sales
Give-Away Items .....	\$50 application fee

**COPY FEES, INCLUDING PUBLIC RECORDS, See Resolution 10-05 for all copying-related fees**

**BLACK AND WHITE COPIES**

One-sided copies, up to 8.5" x 14" .....	\$.15 per page
Two-sided copies, up to 8.5" x 14" .....	\$.20 per page
Certified copies (Cost per certified copy of a public record) .....	\$5
All other copies .....	\$Actual

**COLOR COPIES**

One-sided records, per page .....	\$.70
Two-sided records, per page .....	\$1.40

**MAPS**

Zoning and future land use map (digital form) .....	per page (pp)
Zoning map (Letter/Legal) .....	\$.15/.20
Future land use map (Letter/Legal) .....	\$.15/.20
1990-2010 Comprehensive Policy Evaluation and Appraisal Report .....	\$.15 per page

**NOTE:** The charge for copies of county maps or aerial photographs supplied by City/County Constitutional Officers may include a charge for the labor and overhead associated with duplication. Public records requests will be charged under section 119.07, Florida Statutes, and other charges. Specific 'Clerk's fees are established in section 28.24, Florida Statutes. Research/Public Request service is charged after the first 15 minutes at the labor rate of the employee completing the request. Rates are computed based on the minimum of the employee's salary range. See the Public Records Policy on the following page.

**MEDIA CHARGES**

USB .....	\$Actual-Cost of USB
Sale of Code Book .....	\$100

**RESEARCH FEE / SERVICE CHARGE**

Per hour, for labor (salary and benefits) incurred more than 15 minutes .....	\$Actual
CERTIFYING COPY OF ANY INSTRUMENT .....	\$5
COPY ANY INSTRUMENT in Official Records .....	\$5
By photographic process, up to 8-1/2" x 14", per page .....	\$5
OATH (administering, attest, and seal) .....	\$5

**NOTARY SERVICE CHARGE**

Resident .....	No Charge
Non-Resident .....	\$10

## Public Records Policy

The City of Belle Isle policy is that all records shall be open for personal inspection by any person unless those records are exempted under the terms of Chapter 119, Florida Statutes.

This policy allows access to public records during regular working hours – Monday to Friday, 8:00 a.m. to 5:00 p.m. The City will make every effort to respond fully to all public records requests within a reasonable time.

A service charge, in addition to the actual Cost of duplication, will be assessed if the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology, resources, comprehensive clerical or supervisory assistance by personnel of the City, or both. This service charge shall be based on the actual Cost incurred for such extensive use of information technology resources and the labor cost of the personnel providing the service based upon the actual labor (base hourly salary) of the employee who performs the task.

Special Service Charge: The special service charge will not be charged unless the estimated time for fulfilling the request exceeds 15 minutes. The City may also charge for an employee to sit with the requestor during the inspection to safeguard and protect the 'City's records from theft, destruction, or alteration.

Deposit: The records custodian will provide the requestor with a cost estimate for fulfilling the public records request. Suppose the estimated Cost is less than \$100. In that case, the requestor shall be required to pay the total amount before the records custodian begins collecting, duplicating, and redacting the requested records. If the estimated cost exceeds \$100, the requestor shall pay 50% of the estimated cost before the records custodian begins collecting, duplicating, and redaction of the requested records. Upon completion of collection, reproduction, and redaction of the documents, a cost invoice will be provided to the requestor, which reflects the time and expense incurred to fulfill the request. Fees collected exceeding the actual Cost incurred shall be returned to the requestor.

Unpaid requests: If a requestor has any outstanding public records requests for which the City completed the work to fulfill the request but has not received full payment, the requestor shall be required to pay for the previously unpaid request(s) before the City will process a new public records request.

Payment: Cash, personal check from a local bank, money order, or certified check shall be paid before delivering the materials. Any check, money order, or certified check shall be payable to the City of Belle Isle.



**FINANCE FEES:**

Printed copy of annual budget document .....	\$25
Printed copy of CAFR .....	\$25

Dishonored Check Fees: \*

Check amount \$0.01 to \$50.00 .....	\$25
Check amount \$51.00 to \$300.00 .....	\$30
Check amount \$300.01 or greater .....	\$60

(5% of the check amount, whichever is greater)

Return Check: \* If payment is not received within 30 days, the City may file a civil action suit against the check writer for three times the check amount, but in no case less than \$50.00. In addition to paying the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking action.

NOTE: 166.251 Service fee for dishonored check. The municipality's governing body may adopt a service fee not to exceed the service fees authorized under s. 832.08(5) or 5 percent of the face amount of the check, draft, or order, whichever is greater, for collecting a dishonored check, draft, or other order to pay money to a municipal official or agency. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee, if charged, shall be retained by the collector of the fee.

**FACILITIES, PARK ADMISSION, AND PARKING**

**COST**

PERKINS BOAT RAMP (Annually)

Boat ramp, annual stickers (residents only) May-May Annual Registration.....\$50

VENETIAN BOAT RAMP..... No Parking Allowed-only as posted

WALLACE PROPERTY

Athletic Field Rental (per hour)..... \$175 (Requires City Manager Approval)

CHAMBERS (CITY HALL) PROPERTY

Chambers (City Hall) – non-refundable.....\$50

Cleaning and damages are charged at actual cost

**SERVICES**

SERVICE	BELLE ISLE CODE SECTION	FEE	PENALTY
Notice of Hearing	14-34(b)	\$25	-
Appeal to Special magistrate within 15-days	14-50(c-d)	\$50	-
<b>ANIMALS</b>			
Dog At-Large	4-2	Adopted OC Code-CH 5 SEC 5-26 thru 5-31	\$250
Failure to Clean up After Dog	4-2		\$150
<b>OTHER</b>			
Delivery of Flyers After Notice/Solicitation without a Permit	10-39	-	\$100
Exterior Property Area	10-35	-	\$50
Grass Violation	10-153	-	\$50
Light Violation (per occurrence)	10-65	-	\$75
Noise Violation (per occurrence)	10-65	-	\$75
Outdoor Burning	12-1	-	\$500
Public Nuisance (City Removal)	10-35	-	Actual Cost
Registration of Abandoned Property	10-185	\$200	\$200
Shopping Cart Return (p/cart)	10-1	-	\$25
<b>LAWN WATERING VIOLATIONS</b>			
First Offense	32-39	-	Warning
Second Offense		-	\$50
Third and Additional Offenses		-	≤\$500
<b>RECYCLING AND YARD WASTE</b>			
First Offense	Recycling 24-29, Yard 24-40	-	Warning
Second Offense		-	\$25
Third and Additional Offenses		-	\$100 p/offense

**CONTACT INFORMATION:**

CODE ENFORCEMENT OFFICER  
 Belle Isle Police Department  
 1521 Nela Avenue  
 Belle Isle, FL 32809  
 Phone: (407) 240-2473 Admin Office  
 Cell: (407) 849-8450  
 Email: [mrabeau@belleislepolice.org](mailto:mrabeau@belleislepolice.org) and [palbery@belleislepolice.org](mailto:palbery@belleislepolice.org)

Code References:

Belle Isle Code of Ordinances – [www.municode.com](http://www.municode.com)  
 ICC Standard Housing Code  
 SBCCI Standard Building Code

**LAND DEVELOPMENT FEES:**

**Application Fee Schedule:**

Annexations .....	\$500
(In-fill/enclave or City initiated – no charge)	
Annexations requiring a citywide referendum, plus the actual Cost of notice .....	\$500
Appeals of Planning & Zoning Board/City Manager Decisions .....	\$500

**Review Fee:**

Residential Rezone (up to one (1) acre) .....	\$600
Commercial or greater than one (1) acre .....	\$1,200
Informal subdivision .....	\$300
PD/Formal subdivision .....	\$1,200*
Site Plan Review .....	\$75
Lot Split Review .....	\$125
Co-locate on Cell Towers .....	\$500
Equipment Cabinet & Slab for Cell Towers .....	\$250

**Comprehensive Plan amendments and rezoning:**

Less than ten (10) acres (small scale) .....	\$1,500*
More than ten (10) acres (large scale/text amendment) .....	\$3,500**

**Special Exceptions (including extensions/re-establishments).....**\$750

**Variance / Development Review Application Fees:**

Concept or preliminary plan review .....	\$300
Site plan submittal .....	\$1200**
Zoning Certification Letter .....	\$50

\* Plus Consultant Deposit of \$1,000  
 \*\* Plus Consultant Deposit of \$5,000

**Impact Fees:**

Transportation, Parks and General Government .....	See Page 11 Ordinance 21-15
School Concurrency .....	OC Website www.orangecountyfl.net

SCHOOL IMPACT FEE SCHEDULE See *Orange County Ordinance 2016-08*  
 Land Use Type – Effective 1-1-17)  
<http://www.orangecountyfl.net/PermitsLicenses/Permits/ImpactFeesAtAGlance.aspx#.YlcG2ejMKUk>

*Impact fees are approved separately from service fees and are not subject to inflationary indexing unless expressly authorized.*  
See Orange County Code:  
*Section 23-60, Fire Rescue Impact Fees, and Section 23-141, School Impact Fees*  
*The Building Department collects impact Fees before building permits are issued.*

**Lakefront site plan reviews:**

Boat Dock Plan Review .....\$175

**Street abandonments** .....\$500

**Planning and Zoning Applications (Rezoning requests)** .....\$150

Appeal of P&Z Application to City Council .....\$200Variances:

Single-family residential .....\$300

Multi-family and commercial .....\$400/Add'l Consulting Fees, if applicable.

City Engineering Team Review.....At Cost

*Applications tabled at the applicant's request within ten days of the Planning and Zoning meeting will be charged for additional advertising and notification.*

*Costs incurred by the City for additional consultant investigation, traffic analysis, and Planning activities prompted by the proposal shall be assessed for the project at 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g., a rezoning, subdivision, conditional use, or building permits.*

Under Ordinance 21-15, the Belle Isle Impact Fee Study for Transportation, Parks, and General Government Facilities" dated October 2021, establishes the proportionate share of new development's impacts on the transportation, parks, and general government through 2025.

**(1) The following fee schedule will be effective from April 1, 2022, through March 31, 2023.**

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$1,609</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,414</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,457</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,044</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

**(2) The following fee schedule will be effective from April 1, 2023, through March 31, 2024.**

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$1,788</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,593</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,483</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,070</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

**(3) The following fee schedule will be effective from April 1, 2024, through March 31, 2025.**

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$1,967</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,772</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,509</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,096</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

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ZONING: DEVELOPMENT IMPACT FEES

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(4) **The following fee schedule will be in effect after March 31, 2025.**

<u>Land Use Type</u>	<u>Unit</u>	<u>Transp.</u>	<u>Parks</u>	<u>Gen.</u>	
				<u>Gov't</u>	<u>Total</u>
<u>Single-Family Detached</u>	<u>Dwelling</u>	<u>\$2,146</u>	<u>\$781</u>	<u>\$1,023</u>	<u>\$3,951</u>
<u>Multi-Family</u>	<u>Dwelling</u>	<u>\$1,536</u>	<u>\$687</u>	<u>\$900</u>	<u>\$3,123</u>
<u>Retail/Commercial</u>	<u>1,000 sq. ft.</u>	<u>\$2,912</u>	<u>n/a</u>	<u>\$940</u>	<u>\$3,852</u>
<u>Office</u>	<u>1,000 sq. ft.</u>	<u>\$2,755</u>	<u>n/a</u>	<u>\$470</u>	<u>\$3,225</u>
<u>Industrial/Warehouse</u>	<u>1,000 sq. ft.</u>	<u>\$499</u>	<u>n/a</u>	<u>\$91</u>	<u>\$590</u>
<u>Public/Institutional</u>	<u>1,000 sq. ft.</u>	<u>\$1,140</u>	<u>n/a</u>	<u>\$238</u>	<u>\$1,378</u>

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**BUILDING AND PERMITTING FEES**

In addition to all typically required permit and inspection fees, a penalty equal to the sum of all costs imposed by the City and any and all other building-permit authorities is a prerequisite to issuing the building permit.

Private Third Party Inspection Fee(s) may be assessed.

<b>BUILDING PERMIT FEES</b>		<b>% of valuation cost is based</b>
<b>Permit Submittal Fee - 1% of the value of work with a min fee of \$50.00 and a max fee of \$250.00 - Non-Refundable.</b>		
<b>Building and Construction Support Fees</b>		
		On sq ft.
Total Valuation		<i>+1/2 of total = review fee</i>
<b>Residential</b>		
Single Family Dwelling - up to and including \$1000	\$50	<i>+1/2 of total = review fee</i>
For each additional \$1000 or fraction thereof	\$5	
Accessory Structures and Uses - up to and including \$1000	\$50	
For each additional \$1000 or fraction thereof	\$5	
<i>Reroofs do not incur a review fee</i>		
New/Re-Roof - up to and including \$1000 (2 inspections)	\$50	
For each additional \$1000 or fraction thereof	\$5.00	
<b>Commercial</b>		
New Construction - up to and including \$1000	\$100	<i>+1/2 of total = review fee</i>
For each additional \$1000 or fraction thereof	\$6	
Other than New Construction - up to and including \$1000	\$100	
For each additional \$1000 or fraction thereof	\$6	
Roof permit - up to and including \$1000	\$100	
For each additional \$1000 or fraction thereof	\$6	
<i>Reroofs do not incur a review fee</i>		
Re-Roof - up to and including \$1000	\$100	
For each additional \$1000 or fraction thereof	\$6	
Permits for Site Work Only	\$75	
Garage Door-up to and including \$1000 (2 inspections Frame/Completion)	\$100	
For each additional \$1000 or fraction thereof	\$5	
<b>Valuation and Type (Average Cost Per SqFt)</b>		
<b>Single Family Residence</b>		<i>+1/2 of total = review fee</i>
Type IA	\$130	
Type IB	\$125	
Type IV	\$1110	
Type IIA	\$100	
Type IIB	\$100	
Type IIIA	\$120	
Type IIIB	\$120	
Type VA	\$120	
Type VB	\$100	
<b>Private Garage and/or Shed (Detached and Unfinished)</b>		
Type IA	\$60	
Type IB	\$60	
Type IV	\$70	
Type IIA	\$60	
Type IIB	\$55	
Type IIIA	\$70	
Type IIIB	\$60	
Type VA	\$60	
Type VB	\$55	



Miscellaneous		<i>+1/2 of total = review fee</i>
Aluminum Structures (Based on Sq Ft)		
Aluminum Screen Room or Pool Enclosure	\$25	
Aluminum Vinyl Room	\$25	
Aluminum Carport	\$25	
Boat Dock or Boat House	\$40	<i>+1/2 of total = review fee</i>
Concrete Slab (Driveway, Patio, or Sidewalk) or Non-covered Wood Deck not included on new construction plans	\$5	<i>+1/2 of total = review fee</i>
Greenhouse		<i>+1/2 of total = review fee</i>
Type IIB	\$35	
Type VB	\$30	
Greenhouse with Polyvinyl wall covering and roof covering	\$25	
Residential -roofed unenclosed areas (carports, porches, etc.)	\$35	
Swimming Pool (per sq ft)	\$50	
Moving Structures	\$300	
Office or commercial use moves shall be processed through the Commercial site plan review process and charged a fee accordingly.		
Tent	\$55	
More than one tent within 100 ft. of each other per additional tent	\$35	
Trailer Set Up & Tie Down	\$30	
Demolition Permit Seven dollars (\$7.00) for every 25,000 cubic feet or fraction thereof with a minimum of \$25.00 and a maximum fee of \$400.00		
Use Permit with one inspection	\$30	
Fire Damage Inspection - Residential	\$50	
Fire Damage Inspection – Commerical	\$100	
Pre-Demolition Inspection	\$50	
Lot Grading Site Plan Review	\$50	

**PERMIT REFUNDS**

- A. *A written request is required to obtain a refund. No refunds will be given on a submittal, license, or temporary electrical construction service unless issued in error by the City. The fee for refunding original building, roof, electrical, gas, mechanical, or plumbing permit fees would be a minimum of \$31.00 or 1/3 of the permit fee, whichever is greater, unless the license was issued in error by the City.*
- B. *No refund will be issued on any permit on which construction was begun.*
- C. *No refund will be issued on any permit for three months or more.*
- D. *No refunds will be issued on Engineering, Planning, or Zoning fees where the review has begun.*
- E. *Fees may be adjusted annually for changes in the Consumer Price index or 3%, whichever is less.*



**BUILDING AND PERMITTING FEES**

**Electrical**

**ELECTRICAL PERMIT FEES:** Electrical permit fees are based upon the total amperage of the service required to meet the needs of all fixtures, etc., installed. Service is determined by the KVA Load available to the premises (Refer to Paragraph C for charges not requiring a change of service). Typically one Electrical Permit is required for each recording watt-hour meter service. Should circumstances (as determined by the Building Official) make it more practical to issue one Permit involving more than one service, the fee shall be calculated using the sum of the costs of all individual services included in the Permit).

**Electrical Permit Fees**

Minimum Electrical Permit Fee	\$50	<i>+1/2 of total = review fee</i>
<b>1 Phase 240 Volt: AMPERES</b>		
0 to 150	\$75	<i>+1/2 of total = review fee</i>
151 to 200	\$90	
201 to 400	\$120	
401 to 600	\$175	
601 to 800	\$260	
801 to 1000	\$320	
Over 1000 per ea additional 1,000 amp or fraction	\$175	
<hr/>		
<b>3 Phase 208 or 240 Volt: AMPERES</b>		<i>+1/2 of total = review fee</i>
0 to 150	\$120	
151 to 200	\$150	
201 to 400	\$185	
401 to 600	\$275	
601 to 800	\$375	
801 to 1000	\$465	
Over 1000 per ea additional 1,000 amp or fraction	\$280	
<hr/>		
<b>3 Phase 480 Volt: AMPERES</b>		<i>+1/2 of total = review fee</i>
0 to 150	\$260	
151 to 200	\$325	
201 to 400	\$400	
401 to 600	\$600	
601 to 800	\$800	
801 to 1000	\$1,000	
Over 1000 per ea additional 1,000 amp or fraction	\$600	

Over 480 Volt: Fee will be determined by a proportional increase over the Cost for 480V

For Example, 48,000 Volts are available from the transformer to 600 AMP Main:

For Example: 48,000 Volts available

from the transformer to 600 AMP

Main:

600 AMP at 480 Volts	\$518.00
48,000 divided by 480	\$100.00
100 x \$518.00	\$51,800.00

*+1/2 of total = review fee*

Exception: Temporary construction service (Maximum 60 amps/240 volts/single phase) for single-family dwelling construction sites shall be \$50

**BUILDING AND PERMITTING FEES**

**Electrical (Continued)**

Low Voltage Permit			<i>+1/2 of total = review fee</i>
Up to and including a \$1000 valuation		\$50	
For each additional \$1000 or fraction thereof		\$6	NEC CH7 and CH8
Alterations Requiring a Change in Service:			
	The fee shall be determined by the difference between the new and previous service amperage, which is then applied to the above chart.	see above	
Additions, Alterations, and Repairs not Requiring a Change in Service			<i>+1/2 of total = review fee</i>
	Up to and including \$1000 valuation	\$50	NEC CH3
	For each additional \$1000 valuation or fraction thereof	\$12	
	(All evaluations are based on material and labor costs)		
Installation of Equipment:			<i>+1/2 of total = review fee</i>
	Simple Installation of one item of Equipment		
	Regardless of Amperage	\$50	
Tent (Temporary Service Included)		\$65	<i>+1/2 of total = review fee</i>
	For each additional tent	\$12	
Pool Wiring		\$65	<i>+1/2 of total = review fee</i>
TUG Agreement (Temporary Under Ground)		\$120	<i>+1/2 of total = review fee</i>

**BUILDING AND PERMITTING FEES**  
**Mechanical**

**MECHANICAL PERMIT FEES: HEATING, AIR CONDITIONING, REFRIGERATION, VENTILATION**

Air Conditioning Installation (including Heat Pumps): Tonnage			<i>+1/2 of total = review fee</i>
	Up to 3 Tons	\$75	
	+ 3 Tons up to 10 tons, per ton or fraction thereof	\$15	
	+ 10 Tons up to 25 tons	\$160	
	Plus, per ton or fraction thereof over 10 tons	\$15	SCH A
	+ 25 Tons up to 50 tons	\$300	
	Plus, per ton or fraction thereof over 25 tons	\$7	
	Over 50 Tons	\$390	
	Plus, per ton or fraction thereof over 50 tons	\$6	

Exceptions to Air Conditioning Permits:	Existing air conditioner condensers & air handling units relocated or Replaced per ton or any fraction	\$7	<i>+1/2 of total = review fee</i>
	With a minimum fee of	50	
	Trailer air conditioner and residential self-contained wall unit installations, per unit, per ton, or any fraction thereof	\$7	
	With a minimum fee of	\$50	<i>+1/2 of total = review fee</i>
	Mechanical permits or inspections are not required for residential window air conditioners installations in single-family dwellings		
	Replacement in single-family dwellings of an existing condenser or air handling unit that does not require an update of existing wiring may be reconnected by mechanical or air conditioning contractor and inspected by a mechanical inspector, fee of		
		\$50	<i>+1/2 of total = review fee</i>

Refrigeration, Ductwork, Hoods, Ventilation, Boilers, and Any Other Installations(s) which require a Mechanical Permit:

	*Valuation based on Cost of all units, equipment supplied by owner or contractor materials & labor		
	Up to and including the first \$1000	\$50	
	For each additional \$1000 or fraction thereof to \$25,000	\$15	SCH B
	For each additional \$1000 or fraction thereof above \$25,000	\$7	

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**BUILDING AND PERMITTING FEES**  
**Mechanical (Continued)**

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\*according to the Florida Power Plant Siting Act, Chapter 403, Part II, Florida Statutes, a local government may only charge an "appropriate fee" and mechanical equipment directly related to electrical power generation as a disproportionate part of the total valuation. Therefore, the Belle Isle Town Council deems it appropriate, in those situations of construction permitted under Chapter 403, Part II, to value mechanical equipment directly related to electrical power generation at a rate of twenty-five percent (25%) of the actual Cost of such mechanical equipment in the calculation of "total valuation" hereunder.

Re-inspection Fee

\$75

**BUILDING AND PERMITTING FEES**

**Plumbing**

**Plumbing Permit Fees**

Minimum Permit Fee, New Construction or Alteration (Unless specified otherwise)	\$75	<i>+1/2 of total = review fee</i>
Minimum Permit Fee, Replacement	\$50	<i>+1/2 of total = review fee</i>
Each Plumbing Fixture	\$7	
Each Plugged or Future Opening	\$7	
Mobile Home Plumbing	\$50	<i>+1/2 of total = review fee</i>
Roof Drain or Area Drain	\$7	
Water Heater (Only) \$37.00	\$7	
Solar Water Heater (64.50=(37x6)+50% PX Fee)	\$7	
Residential Disposal Unit	\$7	
Process Piping/Specialty Outlet	\$7	
Backflow Preventer (Only) \$37.00	\$7	
Commercial Icemaker	\$7	
Water Softener (Only) \$37.00	\$7	
Swimming Pool Permit	\$70	<i>+1/2 of total = review fee</i>
Spa with Permanent Connections	\$50	<i>+1/2 of total = review fee</i>
Sewer Replacement	\$50	<i>+1/2 of total = review fee</i>
Re-pipe (Only-per bathroom)	\$50	<i>+1/2 of total = review fee</i>
Lawn Irrigation System:		
1 - 100 Heads, Minimum Fee	\$50	<i>+1/2 of total = review fee</i>
101 - 200 Heads	\$60	<i>+1/2 of total = review fee</i>
201 & up	\$70	<i>+1/2 of total = review fee</i>

**BUILDING AND PERMITTING FEES**

**Gas**

**Gas Permit Fees**

Equipment, Ductwork, Ventilation, Combustion Air, Piping, Boilers, and any other installation(s) which require a Gas Permit:

Valuation is based on the Cost of all equipment supplied by the owner or contractor, materials, and labor

*+1/2 of total = review fee*

Up to and including the first \$1000	\$75
For each additional \$1000 or fraction thereof to \$25,000	\$10

**Sign Permit Fees**

Signs up to 25 sq. ft.

\$50

*+1/2 of total = review fee*

26 to 32 sq. ft.

\$65

Greater than 32sqft fee based on the value

**Windows**

Windows - up to and including \$1000  
For each additional \$1000 or fraction thereof

\$30  
\$5

*+1/2 of total = review fee*

**Inspection Fees**

Re-inspection Fees

\$75

Re-inspection fees that remain unpaid longer than sixty days will be assessed an \$11.00 collection fee per account and the re-inspection fee due.

**Meter Reset**

\$50

**Special (After Working Hours) Inspection Fees:**

Requests for special after-hours (regular working hours, weekends, or holidays) inspections must be submitted in writing by the developer/ contractor to the Building Division Official twenty-four hours in advance of the requested inspection. The minimum number of hours approved is four hours per inspector. No inspection(s) will be performed until the assessed fee has been paid

\$250

\*After the initial four hours, an additional fee will be charged. The per-hour fee

\$60



**BUILDING AND PERMITTING FEES**

**Other**

**Other Fees**

Extension Request: Only one administrative extension (90 days) shall be granted per Permit before each permit expiration date by the Building Official \$40

Permit Amendment Fee \$35

Plan Submittal Fee:

All applications for project building plan approvals (where all building permits are issued simultaneously) will be accompanied by the appropriate number of copies of drawings and specifications, and a non-refundable submittal fee will be collected based upon the following fee schedule:

Single Family Dwellings	\$125
Commercial	\$250
Early Start Permit	\$125
Informational Letters	\$18
Application for Temporary Commercial Certificates of Occupancy and all Pre-Power (Plus Fire Division Fee)	\$110 \$70
Review of Additional Sets of Reviewed Plans per page	\$4
Records Research and Retrieval, per hour	\$50
A final inspection is required on an expired permit within six months of the permit expiration date	\$5
Certificate of Occupancy	\$100
Certificate of Completion	\$100

**Work Without a Permit**

If any work is commenced without a permit, the penalty will be double the permit fee or \$103.00, whichever is greater, and this penalty will be in addition to the permit fee, which will be assessed.

Permit Replacement – Expired Permit (Must be within six months of the permit expiration date) \$50

**Contractor Local Business Tax Receipt**

At the time of application, applicants must submit a valid Orange County License copy. A copy of their State of Florida license must be submitted when applicable. (Ref: Belle Isle Code of Ordinances Chapter 4)

General Contractor	NA
Sub-Contractor	NA

**SURCHARGE FEES**

Building Permit Surcharge	1/2 cent per sq. ft. under roof floor space permitted
Operating Trust Fund Surcharge Fee	1/2 cent per sq. ft. under roof floor space permitted
CONDO Inspections/Insurance	Review Fees:
SENATE Bill 4D – 2022	Phase 1-3-stories or greater in height – up to \$300
	Phase 2 up to \$300
Condos and Condo Cooperatives	Administrative Fees may be imposed up to \$100

**CITY CODE OR ORDINANCES - CHAPTER 6, ARTICLE 1, SECTION 6-5 – Last Update Ordinance 21-01**

- (d) AFTER THE FACT FEE (ATF) and WORKING WITHOUT A PERMIT (WWP) Permit Fees/Penalties:
1. (i.e., Project Completed) The fee for an ATF permit is the Cost of the Permit plus any inspection costs related to inspections conducted by the City in accordance therewith.
  2. (i.e., Project Is Not Completed) The fee for a WWP permit is \$500 plus double the Cost of the applicable permit fee plus all costs related to the City's issuance of the Permit and inspections. Mere payment of a WWP fee may not be used as a defense in a Code Enforcement or other similar case for performing work for which a permit was required without having first obtained a necessary permit. Full and timely compliance with this code is required.
- (e) Additional Procedures and Regulations: The City Council may, by Resolution, provide for further clarification of or additional procedures for this section 6.5 – Failure to Obtain Permit as may be necessary, so long as such clarifications or procedures are not inconsistent with this section 6.5 or the City's code.

Permit Type	Code Section	Zoning Permit Fee/Review	After the Fact Permit
Accessory Structure	Sec 50-102	\$175	See Section 6.5
Comp Plan Amendments	Sec 42-135	All reasonable expenses associated with the evaluation	
Boat Dock/Decks/House	Sec 48-31	\$175	See Section 6.5
Business Tax License (Occupational License)			
-Residential	Sec 28-92	\$40	25% of Fee+ License Fee
-Commercial	Oct 1-+10%, Nov 1-+20% and Dec 1-25%	\$80 +\$1 for every parking space	
Demolition	8.06	\$50	See Section 6.5
Detached Garage	50-102	\$175	See Section 6.5
Drain field/Septic		Building Permit	See Section 6.5
Driveway	50-74 thru 50-77	\$50	\$150
Dumpster Permit (Temporary)	Vendors allowed with Franchise Agreement on File at City Hall - At Cost		
Facia/Soffit/Gutters/Siding		Building Permit	See Section 6.5
Fence	50-102	\$50	\$75
Flood Plain Permit	48-144	Building Permit	\$250
For Sale	30-79	\$10	\$25
Garage Sale	54-133	\$5	10
Golf Cart	30-203	\$25	\$25
Lien Search		\$50	-
Multiple Tract Development		Building Permit	See Section 6.5
Nela Bridge (Name on Brick Program)		\$100 Military \$35	-
New Single Family	7-27	\$225	See Section 6.5
Perkins Boat Ramp Decal (May-May)	18-20	\$50	\$150
Pool	50-102	\$175	See Section 6.5
Pool Enclosure	50-102	Building Permit	See Section 6.5
PUD Application	All reasonable expenses associated with the evaluation		
Remodel Single-Family	7-27	Building Permit	See Section 6.5
Rental Unit License	7-28	\$50	Up to \$500/day

ROW (including pavers)	Zoning Permit	\$250	\$500
ROW Engineering Review (Harris Engineering)		See Section 6.5	
Room Additions	-	Building Permit	See Section 6.5
Retaining Wall (not at lakeshore)	-	Building Permit	See Section 6.5
Seawall	48-31	EPD Permit	See Section 6.5
Shoreline or Waterfront Vegetation Removal	48-62	EPD Permit	
Signage	52-33	165	\$250
Spas	50-102	Building Permit	See Section 6.5
<u>Special Events Permit</u>	26-21		
-Application Required	For-Profit	Non-Profit	Penalty
-Processing	\$100	\$10	Any person violating or failing to comply may be assessed a monetary penalty not to exceed \$250 for each day that the Violation occurs.
-Permit	\$50	\$30	
-Street Closures (up to 400 people)	\$100	\$100	
-Street Closures (401+people)	\$200	\$200	
Structural Modifications to Dwelling	-	Building Permit	See Section 6.5
Solicitation Permit (Door-to-Door)	20-4	\$25	See Code Enforcement
Temporary Pod - 7 days	50-102	\$25	\$75
Temporary Storage Shed		\$30	\$75
Tree Removal Permit	48-63 / CS/HB 1159	\$25	\$50
Tree Removals without an Arborist Report or Permit		DBH < 6 inches	\$250
		DBH > 6 inches	\$500
		Tree Fund (p/tree)	\$250
Tree Arborist Report			Actual
Variances	10-67	\$300	-
Windows (New/Replacement)	-	Building Permit	See Section 6.5

**CS/HB 1159: Private Property Rights**

**City of Belle Isle Code Section 48-63**

<https://flsenate.gov/session/bill/2019/1159>

Private Property Rights; Prohibits local governments from requiring notices, applications, approvals, permits, fees, or mitigation for pruning, trimming, or removal of trees on residential property if property owner obtains specified documentation; prohibits local governments from requiring property owners to replant such trees; provides an exception for mangrove protection actions; deletes provision that authorizes electric utilities to perform certain right-of-way tree maintenance only if the property owner has received local government approval; creates Property Owner Bill of Rights; requires county property appraisers to provide specified information on their websites.

CONTACT INFORMATION: Belle Isle Police Department  
1521 Nela Avenue  
Belle Isle, FL 32809

Police Department Admin Office: (407) 240-2473 (M-F, 8am-4pm)  
Police Department Non-Emergency Number: 407-836-4357

- Note:
- Fees are presented for convenience only and are subject to change without notice.
  - Please contact the Belle Isle Police Department for updated fees or additional details.
  - Non-exempt documents, logs, and other records are available under the terms of the public records policy
  - Research for public records requests at thirty minutes or more will require a deposit based on the estimated time to complete the request and the employee's hourly rate and computer time.

Police Department Administration Fees/Fines:

Copies:

Parking or uniform traffic citation .....	\$0.15
Double-sided copies .....	\$.20
Certified copies .....	\$5
Reports except for traffic or homicide (per page) .....	\$0.15

Fingerprinting (Not available) .....	N/A
Case Photographs, recordings, and videos on CD .....	Hourly Rate
Audiotapes (including 911 calls) .....	OC Dispatch
Video copy of DUI cases .....	Hourly Rate
Background checks .....	FDLE
Crash Report .....	www.FLHSMU.GOV

**Off-Duty Police Services (four-hour minimum):**

**Regular Off-Duty Rates:**

Police Officer (an hour + ½ FICA 7.65%) .....	\$Actual Cost
Vehicles (per officer for traffic detail only) .....	\$15
PD Boat (Flat Fee) .....	\$50

**Holiday Off-Duty Rates:**

Police officer (an hour + ½ FICA 7.65%) .....	\$Actual Cost
Vehicles (per officer for traffic detail only) .....	\$15
PD Boat (Flat Fee) .....	\$50

**Responding to false alarms:**

First response .....	Warning
Second response .....	\$50
Third response within six months of first response .....	\$150

**Business:**

Fourth response within 12 months .....	\$250
For all succeeding responses within six months of the last reply .....	\$250

Type	Code Section		Fine	
<b>Commercial Vehicle Parking Violation</b>	Sec 30-71 thru 30-84	Sec 30-74		
-First Violation			\$150	
-Second and Additional Violations			\$150	
<b>Recreational Vehicle Parking Violation</b>				
-First Violation				\$150
-Second and Additional Violations				\$150
-Parking at Boat Ramp Violations-Perkins (per occurrence)		18-20		\$250
-Blocking roadway (travel lane/obstructing traffic)				\$150
-Disabled only/Permit required				\$150
-Double Parking				\$150
-Fire lane/Hydrant/Red Curb				\$250
-Loading Zone (commercial vehicles only)				\$150
-On Sidewalk/Crosswalk				\$150
-Overweight Limit (Nela & Hoffner Bridge)				\$250
-Parking Prohibited				\$150
-Parking at Boat Ramps (per occurrence)				\$250
-Parking on Front Lawn				\$150
-Parking on ROW w/o Permit				\$150
-Parking Prohibited (yellow curb/no sign)				\$150
-Rear or Left Wheels to Curb (Parking in the opposite direction)				\$150
-Unauthorized (reserved) Space			\$150	
-Where Signs Posted Prohibit			\$150	
- Drop-off/Pick-up at Ramps			\$150	
<b>Temporary Parking Permit (City Manager Approval)</b>	30-81 & 30-73		\$25	
<b>Appeal to City Council Hearing Request</b>		\$25 refundable if not found at fault	\$75	
<b>Red Light Camera Violation</b>	Sec. 30-180 through 30-190			
-Citation			\$158	
-Hearing Plead No Contest			\$158+\$50	
-Forego A Hearing and Found in Violation			\$158+200	

**JJ'S WASTE AND RECYCLING**

**City Contractor for Waste, Yard, and Recycling**  
**Phone: 407.298.3932**

**LANDFILL LOCATIONS**

**-McLeod Road: 407.245.0931**  
**-Young Pine Road: 407.836.6600**

**OIA NOISE ABATEMAN HOTLINE**

**Phone: 407.825.2674**

**ORANGE COUNTY MOSQUITO CONTROL**

**Phone: 407.-254.9120 or 311**

**ORANGE COUNTY WATER**

**Phone: 407.836.5515**

**ORLANDO UTILITY WATER**

**Phone: 407.423.9018**

**STORMWATER MANAGEMENT DIVISION**

The Stormwater Management Division is also responsible for the implementation of the Federal Emergency Management Agency's (FEMA) flood plain management program National Flood Insurance Program (NFIP), and the Community Rating System (CRS); and participates in the National Pollution Discharge Elimination System (NPDES) and Total Maximum Daily Program (TMDL). The Division works with other departments to ensure that all potential homebuyers should be notified if the property is in a flood area.

**ORANGE COUNTY PUBLIC WORKS COMPLEX**

**4200 South John Young Parkway – 1ST Floor**  
**Orlando, Florida 32839**  
**PHONE: 407.836.7990**  
**Fax: 407.836.7770**

**ORANGE COUNTY FIRE RESCUE**

**FIRE. LIFE SAFETY INSPECTION AND PERMIT SERVICES**  
**Phone: 407.836.9000**

**ENVIRONMENTAL PROTECTION DEPARTMENT**

**3319 Maguire Blvd, Orlando, FL 32803**  
**407. 897.4100**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**FLDEP.GOV**

**ORANGE COUNTY ANIMAL SERVICES**

2769 Conroy Road  
 Orlando, FL 32839-2162  
 Main Number: 407.254.9140

**ORANGE COUNTY COMPTROLLER'S OFFICE**

201 South Rosalind  
 Orlando, FL  
 Phone: 407.836.5690  
 For Notice of Commencement Recording

**ORANGE COUNTY TAX COLLECTOR**

200 South Orange Avenue - 16<sup>th</sup> Floor  
 Orlando, FL  
 Phone: 407.836.5650  
 For Occupational License Information

**UNIVERSAL ENGINEERING SERVICES**

3532 Maggie Boulevard  
 Orlando, FL 32811  
 Phone: 407.581.8161  
 Fax: 407.581.0313  
 Permit Submittal - [cobipermits@universalengineering.com](mailto:cobipermits@universalengineering.com)  
 Inspection Request – [BIDScheduling@universalengineering.com](mailto:BIDScheduling@universalengineering.com)

**ORANGE COUNTY – JAIL INMATE SERVICES**

<http://www.ocfl.net/JailInmateServices.aspx>

**COUNTY HEALTH DEPARTMENT**

**VITAL STATISTICS AND SEPTIC TANK INSTALLS/REPAIRS**  
 Phone: 407.858.1400

**EMERGENCY MEDICAL SERVICES**

2002-A East Michigan St.  
 Orlando, FL 32806  
 Phone: 407.836.8960  
 Fax: 407.836.7625

**DISTRICT NINE MEDICAL EXAMINER'S OFFICE**

2350 E. Michigan Street  
 Orlando, Florida 32806  
 Phone: 407.836.9400  
 Fax: 407.836.9450  
 Email: [Medical.Examiner@ocfl.net](mailto:Medical.Examiner@ocfl.net)



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

**Meeting Date:** September 20, 2022

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

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

**Subject:** Change to Municipal Code

**Background:** The City staff has been reviewing the Municipal Code and is requesting changes to the Code which will make the code easier to understand and to update areas that residents have questioned over the past year. There are a few changes that should be discussed by Council which will provide staff with the guidance needed to make these changes. Once decided by Council, the City Attorney will develop the appropriate ordinance for adoption at a future meeting.

**Staff Recommendation:** Discuss the changes and provide direction to the staff on any changes. Once direction is provided, the City Attorney can draft the appropriate ordinance (s) for adoption.

**Suggested Motion:** No motion is needed at this time, but once the Council reaches consensus, the staff will prepare the necessary ordinance(s) for adoption at a future meeting.

**Alternatives:** None

**Fiscal Impact:** None at this time

**Attachments:** Draft of Code changes

**ARTICLE II. - DIVISION 5. DILAPIDATED, DANGEROUS, DECAYED STRUCTURES AND APPURTENANCES**

**Sec. 6-9. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned improvements or structures* means any work which has been commenced or completed on a site with a permit which has been expired for more than 180 days.

*Approved* means approved by the City Manager or other authority having jurisdiction.

*Building* means any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof."

*Building official* means the officer or other designated authority charged with the administration and enforcement of building construction regulations within the city or their duly authorized representatives.

*Condemned structure* means one or more of the following:

- (1) Any structure which has been declared an unsafe structure by the building official and proper notice has been served by the city as required by law, and the owner has failed to file such appeal within the time provided for by law.
- (2) Any structure which has been declared an unsafe structure by the building official and proper notice has been served by the city as required by law, and an owner has filed appeal within the time provided for by law, and the appeal was denied.
- (3) Any structure which has been declared an unsafe structure by the building official, and proper notice has been served by the city as required by law, and an owner has prevailed in a duly filed appeal, and the owner has failed to take the action(s) required to abate the conditions as set forth by the board or entity who affirmed the appeal.

*Owner* means any person having a legal or equitable interest in the property.

*Structure* means that which is built or constructed and shall be construed to include the term "building."

*Violation, major*, means any violation which, if not corrected, would cause the structure to be condemned.

*Violation, minor*, means any violation of this Code, the adopted standard codes, or any state or federal law or regulation, specifically including, but not limited to, no water, no electric, or minor fire damage, which is not classed as a major violation.

**Sec. 6-10. Enforcement; records.**

The provisions of this article shall be enforced by the City Manager. The City Manager shall cause to be kept a record of the enforcement of this article. These records shall be public records.

**Sec. 6-11. Standard code adopted.**

There is adopted by the city for the purposes of establishing rules and regulations pertaining to or in any related to any and all buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or unsafe service systems the Standard Unsafe Building Abatement Code as published by SBCCI, and as such may be amended, modified or updated by SBCCI (the "abatement code"). The abatement code is adopted and fully incorporated herein as if fully set out at length in this section, save and except such portions as are deleted, added, modified or amended in this article. One copy of the abatement code is on file in the office of the building



official. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the abatement code, or other provisions of the building and property maintenance regulations of the city. All repairs shall be performed in accordance with the Florida Building Code.

An unsafe structure or premises, or abandoned improvement or structure, shall mean and include any building, structure or property that has any of the following conditions, such that the life, health, property or safety of the general public or the occupants are endangered, specifically including any electrical, mechanical, plumbing, or gas system, in whole or in part, that has not been maintained in a safe and sanitary condition or violates a city code or ordinance or any state or federal law or regulation:

- (1) Any means of egress or portion thereof that is not of adequate size, or is insufficient in quantity or remoteness, or is not arranged or maintained to provide a safe path of travel to a public way or other safe area in case of fire or other emergency as determined by any authority having jurisdiction.
- (2) Any means of egress or portion thereof, such as but not limited to fire doors, closing devices, or fire resistive ratings, that are in disrepair or in a dilapidated, nonworking or compromised condition.
- (3) The stress in any material or member, or portion thereof, that is incapable of sustaining the loads to be imposed upon it.
- (4) A building or structure, or portion thereof, that has been damaged to the extent that the structural integrity of the building or structure is less than it was prior to the damage.
- (5) Any exterior appendage or portion of a building or structure that is not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads.
- (6) Any building or structure, or portion thereof, that is manifestly unsafe for any reason or is unsanitary for the purpose for which it is, was, or will be intended to be used.
- (7) Any building or structure, or portion thereof, that, as a result of decay, deterioration, dilapidation, or other reason, is likely to fully or partially collapse.
- (8) Any building, structure or property, or portion thereof, that has been constructed or maintained in violation of a specific requirement of the standard code(s).
- (9) Any building, structure or property, or portion thereof, that is in such a condition as to constitute a public nuisance.
- (10) Any building, structure or property, or portion thereof, that is unsafe, unsanitary, or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life.
- (11) Any building, structure or improvement, or portion thereof, that commenced or was constructed under a permit which has been expired for more than 180 days.

**Sec. 6-12. Condemnation—Authority.**

The city shall have the authority and power to condemn and remove or cause to be removed all decayed, unsightly, dangerous and unlawful buildings, ruins, awnings, porches or structures within the corporate limits of the city.

**Sec. 6-13. Same—Notice.**

- (a) When there exists any unsightly, dangerous and unlawful building, structure, appurtenances of a building or when such may be constructed in violation of city ordinances, the building official or such other officer or employee who may be authorized by the city manager shall condemn the building, structure, appurtenances of a building.

- (b) Such officer shall file with the building official notice of such condemnation, which notice shall contain the following:
  - (1) The description of the building or structure condemned, together with the description by metes and bounds or by lot number of the property upon which such building or structure is located.
  - (2) The names of the occupants of the property and the names, places of residence, legal disabilities, if any, and interest of owners, if known, or if any of these facts are unknown it shall be so stated.
  - (3) The reason for condemning the building or structure.

**Sec. 6-14. Same—Service of notice.**

- (a) A copy of the notice shall be served upon the occupant of any unsightly and unlawful building or other structure and on the owner thereof, if known and residing in the city, together with a summons to appear before the city commission in not less than five or more than 30 days. The notice shall be served by the chief of police or any city police officer or by any other officer or employee who may be authorized by the city manager. However, if such persons reside in the state and beyond the limits of the city, such notice and summons shall be served by the sheriff of the county in which the person resides, in accordance with the rules governing service of process in the circuit court.
- (b) If the owners reside beyond the limits of the state, upon application by the city attorney, the building official shall make an order of publication of notice to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate, which notice shall be addressed to all whom it may concern, requiring them on a day certain, to be fixed in such order, not less than 30 or more than 50 days from the date of the first publication, to appear before the city commission to show cause, if any, why the order of condemnation made by the city building inspector should not be confirmed in all respects. Such notice shall be published for four consecutive weeks prior to the date fixed for such hearing, and a copy of the notice shall likewise be posted in a conspicuous place on the premises during the time of the advertisement of notice. If such order of publication shall be made and no appearance entered or protest is made to the confirmation of the order of condemnation, the owners of the property shall be forever foreclosed and barred of claiming any damage because of the destruction of the property described in the condemnation order.

**Sec. 6-15. Conditions constituting hazards—Notice.**

When there may be found to exist any condition of any building, land or premises or any condition in, upon or about any building, land or premises which constitutes or is likely to constitute a fire hazard or a hazard to the health, safety or welfare of the occupants or the public, (i.e., a public nuisance) the building official or such other authorized city officer or employee authorized and empowered shall file with the building official a notice which shall contain:

- (1) A description of the land, building, structure or premises in connection with which any such condition has been found to exist, which shall include, to the extent practicable, a description by metes and bounds or by lot number of such land.
- (2) The names of the occupants of the property, if any, and the names, places of residence, legal disabilities, if any, and interest of owners, if known, or if any of such facts are unknown it shall be so stated.
- (3) The condition found to exist, which constitutes a fire hazard or a hazard to the health, safety or welfare of the occupants or the public.

- (4) The matters and things required to be done to effect the removal or correction of such condition or structure; the removal of any weeds, debris, waste, rubbish, or flammable material; or the accomplishment of other corrective procedures.

**Sec. 6-16. Same—Service of notice.**

- (a) A copy of the notice in section 6-15 shall be served upon the occupant of such land, building or premises and upon the owner thereof, if known and residing in the city, together with a summons to appear before the city commission at any regular or special meeting thereof not less than five or more than 30 days from the date of service of the notice. The notice and summons shall be served by the chief of police or any city police officer or by any other officer or employee who may be authorized by the city manager. However, if such person resides in the state and beyond the limits of the city, such notice and summons shall be served by the sheriff of the county in which the person resides, in accordance with the rules governing service of process in the circuit court. If the occupant of such building cannot be found in the city, it shall be sufficient service upon such occupant to post a copy of such notice and summons in some conspicuous place upon such building or other structure.
- (b) If the place of residence of the owner of such property cannot be determined or is found to be beyond the limits of the state, the city clerk shall make an order of publication of notice to all persons having any interest or right, whether as owners, lienholders, or otherwise, in such real estate. The notice shall be addressed to the owner by name, if known, and to all whom it may concern, requiring them on a day certain, to be fixed in such order, not less than 30 or more than 50 days from the date of the first publication of such notice, to appear before the city commission to show cause, if any, why the notice made and filed with the city clerk by the officer or employee making and filing the notice with respect to a hazardous condition found to exist and the matters and things set forth in the notice as being required to be done to remove or remedy such condition should not be confirmed in all respects. The notice shall be published once a week for four consecutive weeks prior to the date fixed for such hearing. A copy of the notice shall be likewise posted in a conspicuous place on the premises during the time of the publication of the notice.
- (c) If such order or publication shall be made and no appearance is entered or protest made to the confirmation of the notice filed with the city clerk with respect to such hazardous condition, the owner of the property and all persons having any interest or right therein, whether as lienholders or otherwise, shall be forever foreclosed and barred from claiming any damage because of the destruction or other disposition of the property described in the notice.

**Sec. 6-17. Hearing; decision.**

At the time fixed for the hearing required under this division, either in the summons or the order of publication, as the case may be, the city commission shall hear the cause and may sustain, reject or modify the action and recommendations of the officer or employee making and filing the notice with respect to the hazardous condition and shall order the removal, destruction, other disposition or repair of any such building or shall order such other matters or things to be done as may be necessary to remove or correct such hazardous condition, and shall order that such be done within such time as the city commission may determine.

**Sec. 6-18. Enforcement of decision; costs.**

Under this division, if any building or other structure is not removed or repaired as required in the order of the city commission or in the other matters and things required in the order for the removal or correction of such hazardous condition, the work may be done and performed by the city, and the costs and expenses thereof shall be a lien upon the property, which lien may be enforced by suit at law or proceeding in chancery.

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**Sec. 6-19. Public nuisances.**

Public nuisances are defined in section 6-15. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by this Code, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the building official or his designee is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined in the abatement code or as otherwise provided for in the Code. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

**Sec. 6-20. Vacant buildings.**

No vacant building may be boarded up for a period of time exceeding 60 days unless granted a waiver by the building official. "Exterior walls", and all boards used to enclose the building must be neatly fitted within window and door openings and must be painted to blend in with the rest of the building.

**Sec. 18-161. Requirements not covered by code.**

Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the building official.

**Sec. 10-153. Grass, landscaping and lot maintenance.**

(a) The following conditions are prohibited on any property zoned or used for residential purposes:

- (1) The accumulation of rank growth of weeds, grass, invasive species, trees, plants or undergrowth in the condition that may serve to communicate fire or serve as a breeding place or harbor insects, rodents, snakes, vermin or other pests;
- (2) Any property upon which ~~over one-third of the vegetative~~ areas exceeds 12 inches in height above the ground. The height of vegetative matter shall be measured with a ruler or tape measure from grade level; and
- (3) Any real property within the city with an area greater than 25 acres which is currently agriculture exempt at the tax assessor's office or platted conservation areas are not required to comply with vegetation height limits contained herein.

(4) This section does not apply to any property developed using “~~Florida~~Florida Friendly Landscaping” as defined in F.S. 1373.185.

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**Sec. 14-33. Applicability and definitions.**

(a) The code enforcement board shall have the authority to hold hearings and assess fines against the violator of any and all codes and ordinances adopted by the city. Nothing in this article shall prohibit the city from enforcing its codes and ordinances by any other means.

(b) As used in this article, the term:

*Code enforcement officer* means any authorized agent or employee of the city whose duty it is to ensure compliance with the codes and ordinances of the city.

*Repeat violation* means a violation of the city code or city ordinance by a person who has been previously found through a code enforcement board or any other quasijudicial or judicial process, to have violated or who has admitted violating the same provision within ~~five~~ **one** years prior to the present violation, notwithstanding the violations occur at different locations.

**Sec. 18-4. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverages* means all beverages containing more than one percent of alcohol by weight as determined by measuring in accordance with F.S. § 561.01(4)(b).

*Animals* means cats, dogs, horses, any fowl or birds, or any living creatures within the jurisdiction of the park or recreation area.

*Crossing* means any crossing whether marked by a pavement or otherwise; the extension of any sidewalk space across any intersecting drive, street, highway.

*Curb* means any boundary of any street, road, avenue, boulevard, or drive, whether or not marked by a curbstone.

*Park means and includes any area of public ground dedicated as a park or park land or held for the enjoyment of the public and managed, maintained, or under the jurisdiction of the City within or without the limits of the city which is under the city ownership or control. Boat Ramps are not considered parks.*

*Park attendant* means any person employed by the city as a parks attendant to perform duties or tasks within the park and recreation areas.

*Path* means any footpath, walk, or any path maintained for pedestrians.

*Pedestrian* means a person afoot.

*Permit* means any written license issued by or under the authority of the city council permitting a special event or activity on park facilities.

*Soliciting* means persons selling goods or services by sample or taking orders for future delivery with or without accepting advance payment for the goods, and also means persons seeking any form of contributions.

*Stopping or standing*, when prohibited, means any cessation of movement of a vehicle occupied or not, except when necessary to avoid conflict with other traffic.

*Traffic* means pedestrians, vehicles, either singly or together, while in the confines of a park's jurisdiction.

*Vehicle* means any conveyance ~~(except baby carriages and wheelchairs)~~ including motor vehicles (except motorized wheelchairs), trailers of all types, campers, ~~tricycles, bicycles, pushcarts,~~ boats and boat trailers, recreational vehicles, or vehicles propelled by other than muscular power.

*Vending* means to sell, to dispose of by sale or trade.

(Code 1980, § 7.5-4; Code 1991, § 9-4)

**Sec. 18-6. Animals and vehicles.**

No person in a public park or recreation area shall:

- (1) Cause or permit to run loose any animal.
- (2) Tie or hitch an animal to any tree or plant.
- (3) Bring or permit to be brought any pet or other animal except guide or personal care animals, as permitted by F.S. § 413.08.
- (4) Drive or operate any vehicle ~~on any area except the paved park roads or parking areas, or such areas as may be specifically designated as temporary parking areas in any park except in designated parking areas.~~
- (5) Park a vehicle on other than an established or designated parking area, and such shall be in accordance with posted directions thereof and with the instruction of any attendant who may be present.
- (6) Leave a vehicle standing or parked in established parking areas or elsewhere in the park and recreation areas during hours when the park and recreation area is closed.
- (7) Leave a bicycle in a place other than a bicycle rack when such is provided and there is space available.
- (8) Ride a bicycle without reasonable regard to the safety of others.
- (9) Leave a bicycle lying on the ground or paving or set against trees, or in any place or position where other persons may trip over or be injured by them.
- (10) Wash any vehicle, animal or person.
- (11) ~~Drive or operate within parks any omnibus or vehicle adapted for more than 12 passengers; any hearse or any vehicle constructed or adapted for, or engaged in the carrying of any merchandise or consisting wholly or in part of machinery adapted or put to any use other than that of propulsion thereof or uses incidental thereto, or upon which is displayed for advertising purposes any writing, symbol, flag, banner, target, sign, placard, transparency or other matter; provided that buses and trucks used to carry visitors to the parks and recreation areas, other than on regular passenger routes, and subject to police regulations as to routes, speed, and parking, be allowed; and further that taxis and livery vehicles be allowed, except that they may not solicit fares by parking or cruising.~~
- (12) ~~Use the parks, park drives, parking places, or parkways for the purpose of demonstrating any vehicles, nor for the purpose of instructing another to drive or operate any vehicle, nor for learning to drive or operate any vehicle; nor shall any person use any park area, including parking places, for the repairing or cleaning of any vehicle, except in an emergency.~~
- (13) ~~Cause or permit a vehicle (other than a boat and trailer) in tow of another vehicle to enter the parks or proceed therein, except that in case of a breakdown a disabled vehicle may be towed to the nearest exit; or operate or drive a vehicle containing any person or object projecting or hanging outside of or beyond the side or the rear thereof.~~

(Code 1980, § 7.5-6; Code 1991, § 9-6)



**Sec. 18-20. Perkins Boat Ramp.**

(a) *Rules and regulations.*

- (1) The city shall issue city residents an annual parking decal for a fee, to be established and modified as deemed necessary by the city council, to be affixed to vehicles attached to watercraft trailers, for parking at the Perkins Boat Ramp. Only vehicles with current parking decals will be permitted to park at the ramp facility.
- (2) The city council shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown.
- (3) Rules and regulations specific to the use of the Perkins Boat Ramp shall be posted at the facility and may be modified, as deemed necessary, by the city council.
- (4) Fines for violations of the posted rules shall be assessed. Such fines may be modified, as deemed necessary, by the city council.
- (5) The specific rules and regulations adopted for the Perkins Boat Ramp shall be in addition to any and all other applicable provisions of this chapter and the entire Code.

(b) *Fines and penalties.* In addition to any and all other applicable provisions of this chapter and the entire Code, the following fines and penalties are hereby imposed for violations of rules as stated below. The city council may modify the fines and penalties as they deem necessary by resolution of Council. Any fine adopted or updated by a Council resolution shall supersede any fine posted at the ramp or listed below.

- (1) Vehicles without valid decals affixed will be ticketed: Fine ~~\$100.00~~ \$250.00.
- (2) No glass containers: Fine \$25.00.
- (3) No fueling of watercraft: Fine \$250.00.
- (4) No operation of engines when not in water: Fine \$25.00.
- (5) Trailers without winches prohibited: Fine \$50.00.
- (6) Winch Vessels onto trailers: Fine \$50.00.
- (7) Any use of ramp area for base of watercraft operations is strictly prohibited: Fine \$25.00.
- (8) Parking restricted to vehicles with trailers: Fine \$150.00.

~~(Ord. No. 03-42, 10-21-2003)~~

**Sec. 18-21. Venetian Boat Ramp.**

(a) Rules and regulations.

- (1) Rules and regulations specific to the use of the Venetian Boat Ramp shall be posted at the facility and may be modified, as deemed necessary, by the city council.
- (2) Fines for violations of the posted rules shall be assessed. Such fines may be modified, as deemed necessary, by the city council.
- (3) The specific rules and regulations adopted for the Venetian Boat Ramp shall be in addition to any and all other applicable provisions of this chapter and the entire Code.

(b) Fines and penalties. In addition to any and all other applicable provisions of this chapter and the entire Code, the following fines and penalties are hereby imposed for violations of rules as stated below. The City Council may modify the fines and penalties as they deem necessary by resolution of Council. Any fine adopted or updated by a Council resolution shall supersede any fine posted at the ramp or listed below.

- (1) No glass containers: Fine \$25.00.
- (2) No fueling of watercraft: Fine \$250.00.
- (3) No operation of engines when not in water: Fine \$25.00.
- (4) Trailers without winches prohibited: Fine \$50.00.
- (5) Winch Vessels onto trailers: Fine \$50.00.
- (6) Any use of ramp area for base of watercraft operations is strictly prohibited: Fine \$25.00.

**Sec. 18-22. Violations and penalties. (Changes from 18-21 to 18-22 if above is added)**

Any person violating any of the provisions of this chapter or any rule or regulation promulgated pursuant hereto shall, upon conviction, be subject to the replacement, repair or restoration of any damaged park property or recreation area property, and shall be subject to the penalties of section 1-12.

**Council discussion on creating 4 parking spaces similar to Perkins Ramp**

**Sec. 24-41. Temporary construction dumpsters.**

- (a) No person shall place or service a dumpster or roll-off container on residential property for the collection and removal of demolition, construction, or remodeling refuse within the city unless granted the authority and exclusive franchise by the city. All solid waste companies (franchisees) must register with the City clerk's office and execute a franchise agreement prior to leasing dumpsters in the City.
- (b) The franchisee shall be subject to the following operating requirements:
  - (1) No temporary construction dumpster or roll-off container shall be placed on a residential property unless the property owner has first obtained a building-citybuilding or city permit and the dumpster shall remain on the property only so long as the building permit is current.
  - (2) The franchisee shall be responsible for promptly responding to any and all complaints which involve actions that create a nuisance or have the potential to create a nuisance.
  - (3) The franchisee shall handle all collection and removal of debris and refuse from dumpsters and roll-off containers with reasonable care and shall clean up all materials that are spilled during its collection operations.
  - (4) The franchisee shall placed the dumpster or roll-off container so as not to obstruct any right-of-way, and shall be set back a minimum of five feet from any property line.
  - (5) The franchisee shall provide only dumpsters and roll-off containers that are good repair so as to prevent leakage of materials.
  - (6) The franchisee shall make a cover available to prevent weather from scattering debris, from accumulating water in the dumpster, and to prevent animals or humans from climbing in the dumpster.
  - (7) The franchisee ~~and~~ shall remove the collected debris and refuse as necessary to prevent overflow of material from the dumpster or roll-off container.
  - ~~(68)~~ The franchisee shall provide to the city, each month, all locations where it has placed or is servicing any dumpsters within the city and the name of the property owner.
  - ~~(79)~~ The franchisee shall have sole responsibility for the billing and collection of service fees and shall, on a quarterly basis, pay to the city a franchise fee in an amount to be determined by the franchise agreement.
  - ~~(810)~~ Failure by the franchisee to comply with any of these operating requirements may result in the rescission of the franchise by the city.

(Ord. No. 03-40, § 2(6-42), 10-21-2003)

**Sec. 30-4. Nela Avenue and Hoffner bridge traffic regulations.**

- (a) *Weight limit.* It shall be unlawful for any person or other entity to drive, tow or move or to allow the driving, towing or moving of any vehicle greater than 10,000 pounds onto or over Nela Avenue and Hoffner bridges. However, this prohibition does not apply to emergency vehicles, public service vehicles, or local delivery.
- (b) *Notice, procedure and penalties.* The provisions set forth in section 30-2 shall control the notice, procedure and penalties for enforcement of this section except that the penalty for violation shall include a fine of ~~\$35.00~~-\$150.00.
- (c) *Posting.* In addition to any other required notice, notice of this section shall be posted at a conspicuous place along ~~Nela Avenue on each side of Nela Avenue bridge at crossroads~~ all avenues of approach to each bridge.

~~(Ord. No. 88-12, § 4, 2-2-1988; Ord. No. 12-04, § 2, 5-1-2012)~~

**Sec. 30-32. Notice to remove.**

- (a) Public Property. The police department is hereby authorized after proper notice is given to remove or cause to be removed, by any towing service authorized by the city, any vehicle from any street, road right-of-way, parkway, or other public parking area to a safe place of storage at the cost of the owner under the following circumstances.
  - (1) When any vehicle is parked in violation of any provision of this chapter which prohibits the parking of vehicles at the place where or at the time when the vehicle is found.
  - (2) When any vehicle, the continued presence of which, because of the physical location or condition of the vehicles, poses a danger to the public safety or to the motor vehicle.
  - (3) When any vehicle is left unattended upon any street for any period of time longer (48) hours in any residential district or commercial district. The words "unattended vehicle" as used in this subsection shall mean a vehicle not owned by or in possession of the owner or legal occupant of the property adjacent to the right-of-way upon which the vehicle is parked.
  - (4) When a vehicle upon a street or right-of-way is so disabled as to constitute an obstruction to traffic, or the person in charge of the vehicle is, by reasons of physical injury or condition, incapacitated to such extent as to be unable to provide for its custody or removal.
  - (5) When any vehicle is a stolen vehicle or is subject to seizure and forfeiture under the laws of this state, or of the United States, or is subject to being held for use as evidence in a criminal trial.
  - (6) When any vehicle is parked on any city owned or leased parking facility or area designated for use in connection with the City Hall or other municipal property in violation of the posted signs and time permitted uses.
  - (7) When any vehicle, on at least two (2) prior occasions occurring within any twelve-month period, has been found stopped, standing, or parked in any place within the city limits in violation of this article and whose registered owner has failed or refused to respond to prior parking violation notices for such offenses, and shall be again found parked in any place within the city limits in violation of any provisions of this article. Release of the vehicle shall only be permitted upon payment of outstanding civil penalties, fees, and other related costs.
  - (8) When any vehicle is parked in a location which interferes with the passage of public safety vehicles.

Whenever a wrecked, junked or abandoned vehicle is parked, stored, or left upon public property in violation of this section, the enforcement officer shall post, in a conspicuous place, upon the vehicle the following form:

"NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY:

"THIS PROPERTY, TO-WIT: (SETTING FORTH BRIEF DESCRIPTION) IS UNLAWFULLY UPON PUBLIC PROPERTY KNOWN AS (SETTING FORTH BRIEF DESCRIPTION OF LOCATION) AND MUST BE REMOVED WITHIN (48) HOURS FROM THE DATE OF THIS NOTICE; OTHERWISE IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY AND WILL BE REMOVED AND DESTROYED BY ORDER OF THE CITY OF BELLE ISLE WITH THE COST OF REMOVAL ASSESSED AGAINST THE VEHICLE OWNER. FAILURE TO COMPLY WILL RESULT IN A CRIMINAL CHARGE AGAINST THE VEHICLE OWNER. IF YOU DESIRE A HEARING UPON THIS MATTER, YOU MUST REQUEST ONE BY NOTIFYING THE ENFORCEMENT OFFICER, EITHER ORALLY OR IN WRITING, WITHIN THE TEN-DAY PERIOD OF COMPLIANCE PRESCRIBED HEREIN. BY ORDER OF THE CITY OF BELLE ISLE, BELL ISLE CITY CODE, CHAPTER 30, ARTICLE II, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ (SETTING FORTH THE DATE OF POSTING OF NOTICE)

SIGNED: (SETTING FORTH NAME, TITLE, ADDRESS AND TELEPHONE NUMBER OF ENFORCEMENT OFFICER)"

Such notice shall be not less than eight by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements.

(b) *Private property.* Whenever the enforcement officer shall find any wrecked, junked or abandoned vehicle placed, parked, or stored in violation of this article on private property within the city, the enforcement officer shall give written notice to the owner, tenant, occupant, or lessee of the property upon which such vehicle is located of the intention of the city to impound and dispose of such vehicle as provided in this section. The written notice required by this section shall be deemed to have been served if:

- (1) A copy thereof is personally delivered to the party to be notified;
- (2) A copy is left at the party's usual place of residence with some person of the family above 15 years of age and informing such person of the contents thereof;
- (3) A copy is mailed by either registered or certified United States mail with return receipt requested; or
- (4) A copy is attached to the vehicle if the whereabouts of the party to be notified is unknown.

The City Clerk shall serve, or cause to be served, such written notice of removal, as required by this section, upon the owner, tenant, occupant, or lessee of the private property where the vehicle is located at least ten days prior to the time of compliance. If the name of such party or such person's place of residence or post office address cannot be ascertained after diligent search and inquiry, or in the event a notice sent by either registered or certified mail shall be returned undelivered, it shall constitute sufficient notice when a copy of the same is posted in a conspicuous place either upon the private property on which the vehicle is located, or upon the vehicle itself, advising the owner and all persons interested in the vehicle of the intention of the city to impound and dispose of such vehicle. Such notice shall not be less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. The notice shall contain a demand for removal within the time specified by this article, and the notice shall advise that upon failure to comply with the notice to remove, the city or its designee shall undertake such removal with the cost of removal to be levied against the owner or occupant of the property and/or vehicle owner, and that the city or its designee shall cause to have filed a criminal charge against such owner or occupant. Such notice shall be substantially in the following form:

"NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY:

"THIS PROPERTY, TO-WIT: (SETTING FORTH BRIEF DESCRIPTION) LOCATED AT (SETTING FORTH BRIEF DESCRIPTION OF LOCATION) IS UNLAWFULLY STORED AND IN VIOLATION OF BELLE ISLE CITY CODE CHAPTER 30, ARTICLE II, AND MUST BE REMOVED WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE; OTHERWISE, IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY AND WILL BE REMOVED AND DESTROYED BY ORDER OF THE CITY OF BELLE ISLE WITH THE COST OF REMOVAL ASSESSED AGAINST THE VEHICLE OWNER, AND/OR OCCUPANT OR OWNER OF THE PROPERTY UPON WHICH SAID VEHICLE IS LOCATED. FAILURE TO COMPLY WITH THIS NOTICE OF REMOVAL WILL RESULT IN A CRIMINAL CHARGE AGAINST THE VEHICLE OWNER, AND/OR OCCUPANT OR OWNER OF THE PROPERTY UPON WHICH SAID VEHICLE IS LOCATED. IF YOU DESIRE A HEARING UPON THIS MATTER, YOU MUST REQUEST ONE BY NOTIFYING THE ENFORCEMENT OFFICER, EITHER ORALLY OR IN WRITING, WITHIN THE TEN-DAY PERIOD OF COMPLIANCE PRESCRIBED HEREIN. BY ORDER OF THE CITY OF BELLE ISLE, BELLE ISLE CITY CODE, CHAPTER 30, ARTICLE II, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ (SETTING FORTH DATE OF POSTING OF NOTICE)

"SIGNED: (SETTING FORTH NAME, TITLE, ADDRESS AND TELEPHONE NUMBER OF ENFORCEMENT OFFICER)"

(c) Release of any vehicle shall only be permitted after payment of outstanding civil penalties, fees, tickets, and other related costs. ~~Public property. Whenever a wrecked, junked or abandoned vehicle is parked, stored, or left upon public property in violation of this section, the enforcement officer shall post, in a conspicuous place, upon the vehicle the following form:~~

~~"NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY:~~

~~"THIS PROPERTY, TO WIT: (SETTING FORTH BRIEF DESCRIPTION) IS UNLAWFULLY UPON PUBLIC PROPERTY KNOWN AS (SETTING FORTH BRIEF DESCRIPTION OF LOCATION) AND MUST BE REMOVED WITHIN (48) HOURS FROM THE DATE OF THIS NOTICE; OTHERWISE IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY AND WILL BE REMOVED AND DESTROYED BY ORDER OF THE CITY OF BELLE ISLE WITH THE COST OF REMOVAL ASSESSED AGAINST THE VEHICLE OWNER. FAILURE TO COMPLY WILL RESULT IN A CRIMINAL CHARGE AGAINST THE VEHICLE OWNER. IF YOU DESIRE A HEARING UPON THIS MATTER, YOU MUST REQUEST ONE BY NOTIFYING THE ENFORCEMENT OFFICER, EITHER ORALLY OR IN WRITING, WITHIN THE TEN DAY PERIOD OF COMPLIANCE PRESCRIBED HEREIN. BY ORDER OF THE CITY OF BELLE ISLE, BELL ISLE CITY CODE, CHAPTER 30, ARTICLE II, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ (SETTING FORTH THE DATE OF POSTING OF NOTICE)~~

~~SIGNED: (SETTING FORTH NAME, TITLE, ADDRESS AND TELEPHONE NUMBER OF ENFORCEMENT OFFICER)"~~

~~Such notice shall be not less than eight by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements.~~

~~(Ord. No. 01-05, § 1, 11-20-2001; Code 1991, § 7-34)~~

**Sec. 30-36. Removal of vehicle by city from public property.**

Members of the police department of the city are hereby authorized, but are not required, to have immediately removed any vehicle from any street or alley or other public place within the city by the city's authorized towing service under the following circumstances:

- (a) When such vehicle is in violation of any portion of this chapter.
- (b) When a vehicle upon a street or alley is:
  - (1) Disabled or when the person in charge of the vehicle is by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal and the vehicle is obstructing traffic or otherwise creating a safety hazard.
  - (2) Disabled, abandoned, or otherwise left in a manner obstructing traffic or otherwise creating a safety hazard.
  - (3) Stolen, subject to forfeiture, being held as evidence or contains evidence in a criminal investigation, or the driver is being arrested and the arresting officer decides to remove the vehicle from the location to protect the vehicle from potential damage.
- (c) When any vehicle is parked on any municipal parking facility or area designated or used in connection with city hall, the police station or other municipal property of the city in violation of the posted signs and the permitted uses.
- (d) When any motor vehicle remains stopped or parked on any property owned or controlled by the city not designated for parking; longer than allowable posted times; overnight; or in a manner endangering the safety and security of any property owned or controlled by the city. If the towing is due to a security concern, and such concern is ultimately determined to be unfounded, the chief of police reserves the right to waive any tow fee.
- (e) Storage, cost and removal of impounded vehicles.
  - (1) When a vehicle is removed under this chapter, notice of storage and costs shall be sent to the vehicle owner within seven days via certified mail, return receipt requested, pursuant to the provisions of F.S. § 713.78.
  - (2) Owner responsibility. The cost of towing, or removing a vehicle impounded or immobilized under this section and the cost of storing the same or removing the immobilization device, shall be chargeable against the vehicle owner and a lien shall be placed upon the vehicle. Before the release of the vehicle, the owner of the vehicle shall pay these charges and any outstanding parking tickets, administrative delinquency or collection fees owed. The vehicle shall be stored in a private place and the towing and/or storage charges shall be set by the private towing company. All of such charges shall be the responsibility of the vehicle owner.
- (f) Notice to vehicle owner.
  - (1) Upon taking possession of any vehicle, as provided in this section, the towing company shall follow guidelines set forth in F.S. § 715.05 regarding notification of owner, upon towing or removing a motor vehicle.
  - (2) Notification shall be by certified mail, return receipt requested, and shall notify the owner and all lien holders of the location of the vehicle and the fact that it is unclaimed. Notice shall be given within seven days excluding Saturdays and Sundays, from the date of storage and shall be complete upon mailing.



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- (a) If at the end of ten days after posting the notice provided for in this article, the owner or any person interested in the abandoned, wrecked or junked vehicle described in such notice has not removed the vehicle from the property at the location described in such notice, or has failed to show reasonable cause for failure to do so, the enforcement officer may cause the vehicle to be removed and disposed of or destroyed, and the salvage value, if any, of such vehicle shall be retained by the city clerk of the city to be applied against the cost of removal and disposition or destruction thereof. Additionally, the clerk of the city shall notify the county sheriff's department of the violation for the purpose of obtaining service on the owner of a notice to appear in court pursuant to Rule 3.125, Florida Rules of Criminal Procedure. It shall be unlawful for any person to interfere with, hinder, or refuse to allow such person authorized by the enforcement officer to enter upon private property for the purpose of removing a vehicle under the provisions of this article.
  
  - (b) When an abandoned, junked, or wrecked vehicle is creating a traffic hazard because of its position in relation to the highway or its physical appearance is causing the impeding of traffic, its immediate removal from the highway by a towing service may be authorized by order of the enforcement officer.

**Sec. 30-133. Parking of watercraft, recreational vehicles, utility trailers in residential areas, front yard parking, and parking surfaces.**

(a) *Purpose.* The purpose of this section is to provide for public safety and general welfare of the city in preserving its residential character, by limiting and restricting the parking and storage of watercraft, recreational vehicles and utility trailers within the residential districts of the city.

(b) *Parking and storing in residential districts generally.* Unless completely housed in a garage or other suitable structure, all watercraft, ~~watercraft trailers, recreational vehicles~~ and utility trailers parked, stored or kept in any residential district shall be parked, stored or kept in the side yard or rear yard where accessible by alley, public or private road, or other legally permissible means.

(c) *Recreational Vehicles.* Only recreational vehicles meeting the following standards and conditions shall be permitted to be parked within residential or office districts provided:

**Comment [BF1]:** For Council discussion

(1) Recreational vehicles shall be parked within a completely enclosed private garage or other suitable structure or stored or kept in any residential district shall be parked, stored or kept in the side yard or rear yard where accessible by alley, public or private road, or other legally permissible means provided:

- a. The recreational vehicle is ten and one-half (10½) feet or less in height and twenty-five (25) feet or less in length, measured at the longest and highest points of the vehicle;
- b. The recreational vehicle is parked on a paved parking surface accessible from the street by an approved driveway;
- c. The recreational vehicle is screened from adjacent properties by a solid wall or solid fence at least six (6) feet in height;
- d. The recreational vehicle is set back at least five (5) feet from the side and rear property line;
- e. If the sidewalk or driveway apron is damaged due to the vehicle weight or other reason, the property owner is responsible for the repair or replacement of the sidewalk or driveway apron. See Section 26-3 of the BIMC.
- ~~a-f.~~ Recreational vehicles parked solely for the purpose of loading and unloading; however, parking for loading and unloading purposes shall be limited to twenty-four (24) hours.

(2) Recreational vehicles not meeting the requirements of (a) and (b) above but approved in accordance with variance procedures and requirements of City Code.

(d) *Front yard regulations.* Only one watercraft unit or watercraft trailer shall be parked, stored, or kept in the front yard of the property and shall be subject to the following restrictions:

**Comment [BF2]:** For Council discussion to see if additional can be stored in driveway.

- (1) No watercraft exceeding 25 feet in length or ten and one-half feet in height shall be permitted in the front yard.
- (2) No watercraft shall be permitted in the front yard unless placed upon a watercraft trailer.
- (3) The watercraft unit or trailer shall be parked on a prepared surface meeting the following criteria:
  - a. Surface constructed of concrete pavers, asphalt, gravel or mulch;
  - b. Located so that its longest edge is contiguous to the existing driveway unless the prepared surface is a covered carport;
  - c. Front edge of the prepared surface is not less than five feet from the paved sidewalk and not less than ten feet from the roadway pavement; and

- (4) When parked on the prepared surface, no part of the recreational unit, including, if applicable, a trailer hitch or outboard motor may extend closer than five feet to a paved sidewalk and not closer than ten feet to a roadway pavement.
- (5) No recreational vehicle or utility trailer shall be parked, stored or kept in the front yard of the property, or on any vacant or undeveloped property.

Comment [BF3]: For Council discussion if in driveway

~~(6) Recreational Vehicles. Only recreational vehicles meeting the following standards and conditions shall be permitted to be parked within residential or office districts:~~

Comment [BF4]: For Council discussion

~~(e) Recreational vehicles parked within a completely enclosed private garage where the recreational vehicle is not parked in the required on-site parking space.~~

- ~~— Recreational vehicles parked inside or rear yards provided:~~
- ~~— the recreational vehicle is ten and one half (10½) feet or less in height and twenty five (25) feet or less in length, measured at the longest and highest points of the vehicle;~~
- ~~— the recreational vehicle is parked on a paved parking surface accessible from the street by an approved driveway;~~
- ~~— the recreational vehicle is screened from adjacent properties by a solid wall or solid fence at least six (6) feet in height;~~
- ~~— the recreational vehicle is set back at least five (5) feet from the side and rear property line;~~
- ~~— the recreational vehicle is not parked in the required on-site parking space;~~
- ~~— the recreational vehicle is set back at least five (5) feet from any adjacent building or structure.~~

~~(f) Recreational vehicles parked solely for the purpose of loading and unloading; however, parking for loading and unloading purposes shall be limited to thirty six (48) hours.~~

~~(g) Recreational vehicles not meeting the requirements of (a) and (b) above but approved in accordance with variance procedures and requirements of City Code.~~

~~(h)(e) Recreational vehicles less than eighty (80) inches in width parked on any public street, if permitted by other applicable provisions of the City Code.~~

- (d) *Criteria for prepared surface.* The following criteria must be met for approval of the prepared surface:
  - (1) The location of the surface must be adjacent to the existing driveway or placed in line with either outside edge of the existing structure.
  - (2) The surface must be placed such that the vehicle, when parked, is perpendicular to the existing structure.
  - (3) The front edge of the surface must be not less than five feet from the front property line.
- (e) Any vehicle parked in a front yard must be parked:
  - (1) Completely on an approved prepared surface as described in this section.
  - (2) At least three feet from any existing sidewalk.
  - (3) At least three feet from any side lot line.
  - (4) At least three feet from a non-sidewalk curb or roadway if no curb.
- (f) General standards for designated parking areas:
  - (1) All areas designated as parking or driveway shall be constructed of the following materials: asphalt, concrete, pavers, four-inch gravel or crushed rock, mulch, or other material approved by the city manager or city manager designee.

- 
- (2) All areas designated as parking or driveway shall be completely contained within a permanent border.
  - (3) The borders of any prepared parking surface constructed of gravel, crushed rock, mulch, or any other loose material approved by the city manager or city manager designee, shall be delineated with anchored man-made or natural landscape edging materials such that the parking area is clearly defined and the loose material contained so to prevent spreading and deterioration of the parking area.
  - (4) The parking area must be accessible from the driveway and curb cut, if there is a curb. The parking space shall not be accessed by driving over the curb and/or sidewalk.
  - (5) If in an area with an HOA (whether voluntary or mandatory), the HOA needs to approve the application.
  - (6) All improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the surface or of an adjoining property. Final determination of a parking surface's condition shall be at the discretion of the city manager or the city manager's designee.
- (g) Permit needed:
- (1) A permit is required for all front lawn parking.
  - (2) Permit must be signed by the property owner. Tenants are not allowed to sign a permit on behalf of the property owner.
  - (3) The city manager or city manager designee will administer the permit process.
  - (4) If part of an HOA, if the HOA does not allow front yard parking, then the application will be denied.
  - (5) In granting or denying a permit for front lawn parking, the city manager or city manager's designee shall consider the following criteria:
    - a. The number and type of the vehicles proposed to be parked;
    - b. The duration of the proposed parking;
    - c. The particular characteristics of the property, the surrounding properties, and the neighborhood;
    - d. Aesthetic and safety concerns; and
    - e. Other matters bearing upon the welfare, health, and safety of the surrounding residents and general public.
- (h) *Parking on public road right-of-way.* No watercraft, recreational vehicle or utility trailer shall be permitted to be parked in the public road right-of-way unless it is attached to a motor vehicle, or in the case of recreational vehicles it is capable of self-propulsion; and in no event shall any watercraft, recreational vehicle or utility trailer be permitted to be parked in the public road right-of-way for a period exceeding 24 hours. No watercraft, recreational vehicle or utility trailer shall be permitted to be parked on the right-of-way between the edge of pavement and private property lines within residential and commercial areas. No vehicle shall be occupied for permanent living purposes, nor connected to public utilities (sewer or water) while parked on a public road right-of-way, except in accordance with section 30-132(d).
- (Ord. No. 03-22, § 3, 12-16-2003; Ord. No. 05-27, § 2, 12-5-2005; Ord. No. 13-03, § 2, 2-5-2013; Ord. No. 19-04, § 2, 7-2-2019)



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

**Meeting Date:** September 20,2022

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

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

**Subject:** Donation Request to Support Ducktoberfest

**Background:** The PTSA is requesting a donation to the City to sponsor Ducktoberfest. The City has sponsored this event in the past. The event will take place on October 15<sup>th</sup> from 11 A to 4 PM. For this fiscal year (FY21-22) the City has \$400 remaining in the donation line.

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

**Suggested Motion:** I move that we approve \$400 for Ducktoberfest sponsorship.

**Alternatives:** Do not donate or donate a different amount.

**Fiscal Impact:** \$400.

**Attachments:** Donation Request



Dear Community Partner,

We are excited to announce that Ducktoberfest is back at Cornerstone Charter Academy! Ducktoberfest is an all-day event on Oct 15<sup>th</sup> starting at 11am-4pm.

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

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

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

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

Please reach out to [ccapta@gmail.com](mailto:ccapta@gmail.com) with any questions.

Best,

PTSA Ducktoberfest Committee

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



October 15<sup>th</sup> 2022 11am-4pm

# DUCKTOBERFEST Fall Family Festival

## Sponsorship Application

Deadlines for application is October 3<sup>rd</sup>

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please Circle Sponsorship Level

### **Presenting Sponsor: \$600**

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

### **Harvest Sponsor: \$450**

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

### **Maple Sponsor: \$250**

Listed on Facebook with link to company website, 2 entrance wristbands

### **Friend of the Festival: \$100**

Listed on Facebook page, 1 entrance wristband.

Make check payable to CCA PTSA and mail to: Cornerstone Academy PTSA, 906 Waltham Ave. Belle Isle, FL 32809. Or sign up online at: <https://ccapta.memberhub.com/store>

Any questions, please email us at [ccapta@gmail.com](mailto:ccapta@gmail.com)



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

**Meeting Date:** September 20, 2022

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

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

**Subject:** BING Grant

**Background:** Conway Isles Subdivision (District 6) is applying for a BING Grant for new landscaping. The amount of the project is \$51,541.68 with a grant amount request of \$14,000. The grant meets the criteria and District 6 has \$7,000 in grant funds. To fund the entire grant amount, other Commissioners will need to contribute funds to this project.

**Staff Recommendation:** Approve the grant and determine if it will be funded in-full (\$14,000) or partially (\$7,000) if other Commissioners do not provide funding.

**Suggested Motion:**

a. I move to approve the BING Grant for Conway Isles for the landscaping project in the grant amount of \$14,000 between District 6 and District \_\_\_\_.

or

b. I move to approve the BING Grant for Conway Isles for the landscaping project in the grant amount of \$7,000.

**Alternatives:** Do not approve.

**Fiscal Impact:** \$14,000

**Attachments:** Grant application





CITY OF BELLE ISLE  
NEIGHBORHOOD PRIDE GRANTS

Grant Application

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

PLEASE PRINT

Applicant Contact Information

Applicant Organization Name: Conway Groves

Project Contact Name: Lynn Bronson, HOA President

Mailing Address: 4132 Bell Tower Ct, Belle Isle, FL  
Belle Isle 32812  
City, State Zip

Daytime Phone: 548-762-8700 Evening Phone: SAME

Email: lynn-bronson@yahoo.com

ALTERNATIVE CONTACT INFORMATION

Alternate Contact Name: John Weather

Daytime Phone: 937-367-8925 Evening Phone: SAME

Email: johnkwole@gmail.com

GRANT INFORMATION

Type of Project — please select all that apply:

- Landscaping
- Reader Board Sign
- Ground Lighting
- Wall/Fence pressure washing and or painting
- Irrigation "Repairs"
- Fountains
- Other (please explain)
- Project Street Address or Nearest Intersection: Judge of Conway (Conway Isles)
- Total amount of project: \$51,541.68
- Grant amount requested: \$14,000
- Neighborhood participation amount (remainder of invoice) \$37,541.68

**PROJECT INFORMATION**

Please provide the answers to the following questions.

- Description of the Project.** - This summary should provide an overview of the entire project; include what improvements will be constructed, installed, or applied. Remember to demonstrate the need for the project.  
*Removal of dead landscape at front entry of Conway Isles, Addition of new landscaping as outlined in the attached diagram*
- State the location and land ownership of the proposed project** - Is the project on public property? (Right-of-way use agreement/permit will be required.) Please state the exact location of the project, including an address or cross streets.  
*front entrance of Conway Groves, off of Judge Road, Conway Rd to as Conway Isles*
- Attach 2-5 photos, and include a brief description of each photo. Please also provide the original color photos.**
- Project Maintenance:** Describe how the property has been maintained in the past, and how the project will be maintained and by whom after it is completed.  
*Conway Isles contracts with a Commercial Landscaping Company who is responsible for the care & maintenance of the project services in the community's common areas*
- Describe why this project is important to the community.** Provide a brief summary of how the project will enhance the quality of life in the community. How will this project empower your organization to work together to accomplish common goals and objectives? (i.e., to improve neighborhood communication and participation).  
*The existing landscape was planted in 1990's. It has deteriorated over time, impacting the overall appearance of the entry and Mt. of Conway Isles. Restoring the landscaping is necessary to maintain property values*

**BING TEAM ROSTER**

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

PRINT NAME & SIGNATURE	ADDRESS/PHONE/EMAIL	ROLE/RESPONSIBILITY
Print <i>Lynn Branson</i> Signature <i>Lynn Branson</i>	<i>4132 Bell Tower Ct Belle Isle, FL 32812 248-762-8700 lynn-branson@yahoo.com</i>	<i>Project Coordinator working w/ vendors overseeing project</i>
Print <i>HELESTIE CRISBY</i> Signature <i>Helestie Crisby</i>	<i>4241 Cranmore Ct, Bl 407-922-5751 hcrisbyconwaygroves@gmail.com</i>	<i>ASST. Proj. Coordinator Same as Above</i>
Print <i>John Wetherley</i> Signature <i>John Wetherley</i>	<i>4223 Cranmore Ct. Belle Isle, FL 32812 johnw06@gmail.com</i>	<i>Historian ensuring integrity</i>
Print <i>Elisa Wolf</i> Signature <i>Elisa Wolf</i>	<i>4113 Bell Tower Ct, Bl 678-910-7788 elissaw14@gmail.com</i>	<i>Social Coordinator before/after photos</i>
Print		
Signature		

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



VENDOR ACKNOWLEDGEMENT FORM

Your company is bidding to be selected to perform services for a neighborhood organization as part of Belle Isle Neighborhood Grant (BING).

Please read this acknowledgement in its entirety before proceeding with any activity. By the below form you are accepting the terms set forth:

- o Please attach proof of insurance for workman compensation (waiver of subrogation), Commercial General Liability and Business Automobile Liability policies with submission of your quote. (see attached sample)
- o You acknowledge that you will comply with all vendor requirements.
- o You **are not** to start any work on the proposed project until you have been granted permission by The City of Belle Isle.
- o The quote provided by your organization should include all costs associated with completing this project, i.e. — labor, material, permitting, engineering and design.
- o You understand that if you are completing work that requires permitting, you must be a Belle Isle registered contractor. There is no cost associated with this process.
- o You understand that the City of Belle Isle will not be responsible for costs exceeding the amount on the original quote.
- o You are aware that the project must be completed within 45 days of approval of the Project.
- o If your services or costs have changed or the project is delayed, the City of Belle Isle must be contacted immediately.
- o Upon completion of the project, you are to invoice the City of Belle Isle with the exact products/services identified on the original quote. Any deviation may result in loss of payment.

Down To Earth Landscape + Irrigation  
Company Name

Russell Woodall  
Print Name

Signature: R Woodall

Title: Business Development manager

Date: 7/12/22







**Down to Earth  
Landscape & Irrigation**  
2701 Maitland Center Pkwy.  
Suite 200  
Maitland, Florida 32751  
(321) 263-2700

**Estimate: #31513**

**Customer Address**

**Billing Address**

Paula Butler  
Sentry Management Inc  
2180 West State Road 434 Suite 5000  
Longwood, FL 32779

**Physical Project Address**

Conway Groves HOA, aka Conway Isles  
Judge Road  
Orlando, FL

**Project**

Conway Groves HOA aka:  
Conway Isles Entry

**Estimated Project Start Date**

June 20, 2022

**Proposed By**

Russell Woodall

**Due Date**

May 25, 2022

**Estimate Details**

Description of Services & Materials	Quantity	Rate	Amount
<b>Site Preparation</b>			
Site Preparation / Demo	1.00	\$5,986.00	\$5,986.00
Magnolia Removal and Stump Grinding	1.00	\$2,236.00	\$2,236.00
		<b>Subtotal</b>	<b>\$8,222.00</b>
<b>Irrigation</b>			
ESTIMATE to amend and edit existing system	1.00	\$4,895.10	\$4,895.10
		<b>Subtotal</b>	<b>\$4,895.10</b>
<b>Tree/Plant Installation</b>			
Eagleston Holly 14' Ht., 3" Cal., 4' CT	12.00	\$723.40	\$8,680.80
Magnolia 'Bracken Brown Beauty' FG, 16'-18' Ht., 6" Cal	2.00	\$3,013.87	\$6,027.74
Japanese Boxwood 7 Gallon, 20"-22" x 16"-18"	62.00	\$40.64	\$2,519.68
Yew Podocarpus 15 Gallon, 6' x 30"	10.00	\$90.41	\$904.10
Dwarf Podocarpus 7 Gallon, 24" x 18"	34.00	\$43.48	\$1,478.32
Azalea 'Fashion' 7 Gallon, 14" OA	76.00	\$45.37	\$3,448.12
Super Blue Liriope 1 Gallon, Full	176.00	\$5.86	\$1,031.36
Asian Jasmine 4" Pots	1306.00	\$3.88	\$5,067.28
Blue Daze 1 Gallon	28.00	\$5.86	\$164.08
Sunpatiens Pink and White Mix, 1 Gallon	24.00	\$5.86	\$140.64
		<b>Subtotal</b>	<b>\$29,462.12</b>
<b>Mulch</b>			
Pine Bark Mulch	30.00	\$55.86	\$1,675.80
		<b>Subtotal</b>	<b>\$1,675.80</b>
<b>Sod</b>			
Floratam "St. Augustine" Sod	76.00	\$1.14	\$86.64
		<b>Subtotal</b>	<b>\$86.64</b>

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.

Estimate Details

Description of Services & Materials	Quantity	Rate	Amount
<b>Additional Items</b>			
Backfill @ plant pits	84.00	\$57.61	\$4,839.24
Tree/Shrub Fertilizer 8-8-8 50 lb	11.00	\$96.16	\$1,057.76
Groundcover Osmocote Fertilizer 50 lb	6.00	\$217.17	\$1,303.02
		<b>Subtotal</b>	<b>\$7,200.02</b>
<b>Optional Services</b>			
ADD ALT: Asian Jasmine 4" Pots	-320.00	\$3.88	(\$1,241.60)
ADD ALT: Burford Holly 7 Gallon May choose between 7G and 15G for the added 30 (ea) Holly	30.00	\$41.59	\$1,247.70
ADD ALT: Burford Holly 15 Gallon May choose between 7G and 15G for the added 30 (ea) Holly	30.00	\$95.14	\$2,854.20
		<b>Subtotal</b>	<b>\$2,860.30</b>
		<b>Project Total</b>	<b>\$51,541.68</b>

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



This estimate is valid for thirty (30) Days

**LANDSCAPE**

Backfill for landscape material is bid as in place site soil. Any soil amendments or fertilizer required will be at additional cost to be determined based on soil test results.

Plant beds and soil to be free of weeds and debris including lime rock.

Grade to be received at +/- .10 of a foot to finish landscape grade

No import or export of soil included.

Plant material size specification may not correspond with the specified container size on the plant legend. Material pricing is based on the tree caliper or shrub container size specified. Some plants/trees may not meet the height/spread specification per the plant legend.

**IRRIGATION**

Existing irrigation is assumed to be operational with the appropriate water flow needed for new planting material.

**MAINTENANCE**

Included in this proposal, DTE will take the burden for fully maintaining all plant material (including but not limited to pruning, watering, weeding, mowing, edging, string trimming, fertilizing, and pest prevention) during the duration of the project or phase. After the final walkthrough and sign off from contractor/owner, DTE Construction maintenance will no longer be responsible for maintaining the project or phase.

After completion of installation and final walkthrough, DTE can provide a separate proposal for "Regular Yearly Maintenance". Maintenance proposal will not interfere with the installation contract or required warranty.

**WARRANTY**

All trees, palms, shrubs and plant material shall be warranted for the period of 1 year, starting after date of completion and acceptance of the project or phase. Final acceptance of all landscape and irrigation under contract shall constitute the beginning of guarantee period. Replacements will be in accordance with the drawings and specifications.

If client/owner chooses to use DTE "Regular Yearly Maintenance", DTE will extend the warranty of the plant material as long as DTE is maintaining the "property."

Proposed By:

Agreed & Accepted By:

Russell Woodall  
Down to Earth  
Landscape & Irrigation

06/03/2022  
Date

\_\_\_\_\_  
Conway Groves HOA, aka  
Conway Isles

\_\_\_\_\_  
Date

This estimate is valid for thirty (30) Days

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Russell Woodall  
Down to Earth  
Landscape & Irrigation

06/03/2022  
Date

\_\_\_\_\_  
Conway Groves HOA, aka  
Conway Isles  
Date



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER WRITTEN CONTRACT	PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
PER WRITTEN CONTRACT	PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



POLICY NUMBER: 202275-12-68-33-3

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**WHERE REQUIRED BY WRITTEN CONTRACT**

DATE OF ISSUE: 03-04-22

POLICY NUMBER: 152281-12-68-33-3

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF RECOVERY RIGHTS**

This endorsement modifies coverage provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- GARAGE COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**

If you are required by a written contract or written agreement, which is executed before an injury or a "loss", to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to those

contract(s) and shall not be construed to be a waiver with respect to any other operations where the insured has not waived its rights of recovery from others.



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

**Meeting Date:** September 20, 2022

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

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

**Subject:** BING Grant for Pavilion Roof

**Background:** Lake Conway Estates Residence Association (District 1) is applying for a BING Grant for new pavilion roof. The amount of the project is \$5,000 with a grant amount request of \$2,500. The grant meets the criteria and District 1 has \$7,000 in grant funds.

**Staff Recommendation:** Approve the grant.

**Suggested Motion:** I move to approve the BING Grant for the Lake Conway Estates Residence Association for the pavilion roof in the grant amount of \$2,500.

**Alternatives:** Do not approve.

**Fiscal Impact:** \$2,500

**Attachments:** Grant application



CITY OF BELLE ISLE  
NEIGHBORHOOD PRIDE GRANTS

d.

Grant Application

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

PLEASE PRINT

Applicant Contact Information

Applicant Organization Name: Lake Conway Estates Residence Assoc Inc.  
Project Contact Name: Jason Hunter  
Mailing Address: 5130 St Michael Ave  
Belle Isle, FL 32812  
City, State Zip  
Daytime Phone: 407 375 2470 Evening Phone: Same  
Email: Jxhunter@barden.com

ALTERNATIVE CONTACT INFORMATION

Alternate Contact Name: Bill Parker  
Daytime Phone: 407 616 8300 Evening Phone: \_\_\_\_\_  
Email: Parker2455@gmail.com

GRANT INFORMATION

Type of Project — please select all that apply:

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

- Fountains
- Other (please explain) *Capital Improvement Pavilion Roof Replacement*
- Project Street Address or Nearest Intersection:

3121 Pullen Lakeshore Dr

- Total amount of project: 5,000
- Grant amount requested: 2500
- Neighborhood participation amount (remainder of invoice) 2500

PROJECT INFORMATION

Please provide the answers to the following questions.

- Description of the Project.** - This summary should provide an overview of the entire project; include what improvements will be constructed, installed, or applied. Remember to demonstrate the need for the project.  
portion of roof is rotten and leaks during rain. Goal is to replace the 20y/o roof to improve quality
- State the location and land ownership of the proposed project** - Is the project on public property? (Right-of-way use agreement/permit will be required.) Please state the exact location of the project, including an address or cross streets.  
located on property at 3121 Cullen Lakeshore Dr
- Attach 2-5 photos, and include a brief description of each photo. Please also provide the original color photos.
- Project Maintenance:** Describe how the property has been maintained in the past, and how the project will be maintained and by whom after it is completed.  
Property is reviewed monthly for repairs and After work is completed property will still be inspected monthly
- Describe why this project is important to the community.** Provide a brief summary of how the project will enhance the quality of life in the community. How will this project empower your organization to work together to accomplish common goals and objectives? (i.e., to improve neighborhood communication and participation).  
a new roof will allow the residents to enjoy the lake view and not be affected by mold build up and Rotten wood

BING TEAM ROSTER

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

PRINT NAME & SIGNATURE		ADDRESS/PHONE/EMAIL	ROLE/RESPONSIBILITY
Print Jason Hunter	Signature 	5130 St Michael Ave 407 375 2470 Jxhunter@arden.com	Project Manager
Print Bill Parker	Signature 	3510 Cullen Lakeshore Dr 407 616 8300 Parker2455@gmail.com	Project Coordinator
Print David Sherard	Signature 	3507 Cullen Lakeshore Dr 407-855-6588 Drsherard@cfl.fl.com	Project treasure
Print	Signature		
Print	Signature		

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

BELLE ISLE NEIGHBORHOOD GRANTS (BING)

d.

BUDGET AND GRANT REQUEST

NAME OF BUSINESS	TOTAL COST	DESCRIPTION OF SERVICES
Janney Roofing	4,500	Tear off existing roof, repair wood rot, install under layment, install shingles & new drip edge
<b>TOTAL AMOUNT OF PROJECT</b>	5,000	
<b>GRANT AMOUNT REQUESTED</b>	2,500	
<b>NEIGHBORHOOD PARTICIPATION AMOUNT (REMAINDER OF INVOICE)</b>	2,500	

VENDOR ACKNOWLEDGEMENT FORM

d.

Your company is bidding to be selected to perform services for a neighborhood organization as part of Belle Isle Neighborhood Grant (BING).

Please read this acknowledgement in its entirety before proceeding with any activity. By the below form you are accepting the terms set forth:

- o Please attach proof of insurance for workman compensation (waiver of subrogation), Commercial General Liability and Business Automobile Liability policies with submission of your quote. (see attached sample)
- o You acknowledge that you will comply with all vendor requirements.
- o You **are not** to start any work on the proposed project until you have been granted permission by The City of Belle Isle.
- o The quote provided by your organization should include all costs associated with completing this project, i.e. — labor, material, permitting, engineering and design.
- o You understand that if you are completing work that requires permitting, you must be a Belle Isle registered contractor. There is no cost associated with this process.
- o You understand that the City of Belle Isle will not be responsible for costs exceeding the amount on the original quote.
- o You are aware that the project must be completed within 45 days of approval of the Project.
- o If your services or costs have changed or the project is delayed, the City of Belle Isle must be contacted immediately.
- o Upon completion of the project, you are to invoice the City of Belle Isle with the exact products/services identified on the original quote. Any deviation may result in loss of payment.

Janner Roofing Construction Services

Company Name

Dallas Modic

Print Name

Signature:

*Dallas Modic*

Title:

Project Lead

Date:

\_\_\_\_\_





CITY OF BELLE ISLE  
NEIGHBORHOOD PRIDE GRANTS  
Grant Application

FINAL REPORT FORM

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

Neighborhood Association Lake Conway Estates Resident Assoc

GRANT TYPE (CHOOSE ONE)

- Wall Repair
- Capital Improvement
- Sign Grant
- Mini Grant
- Entranceway
- Landscaping
- Fountain
- Other, explain \_\_\_\_\_

PROJECT COMPONENT

Vendor: Janney Roofing

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

EXPENDITURES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

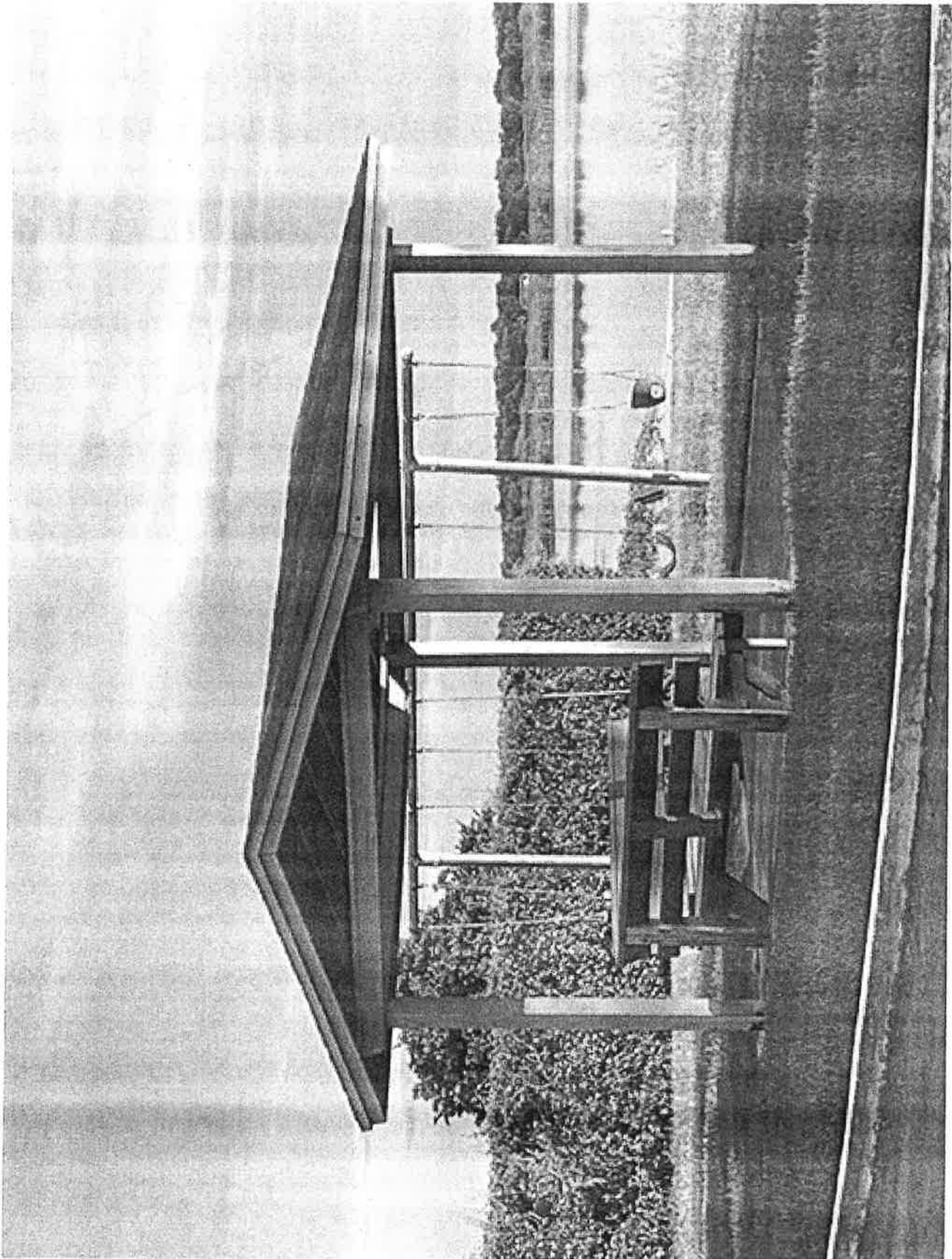
Products/Services Received \_\_\_\_\_ Cost \_\_\_\_\_

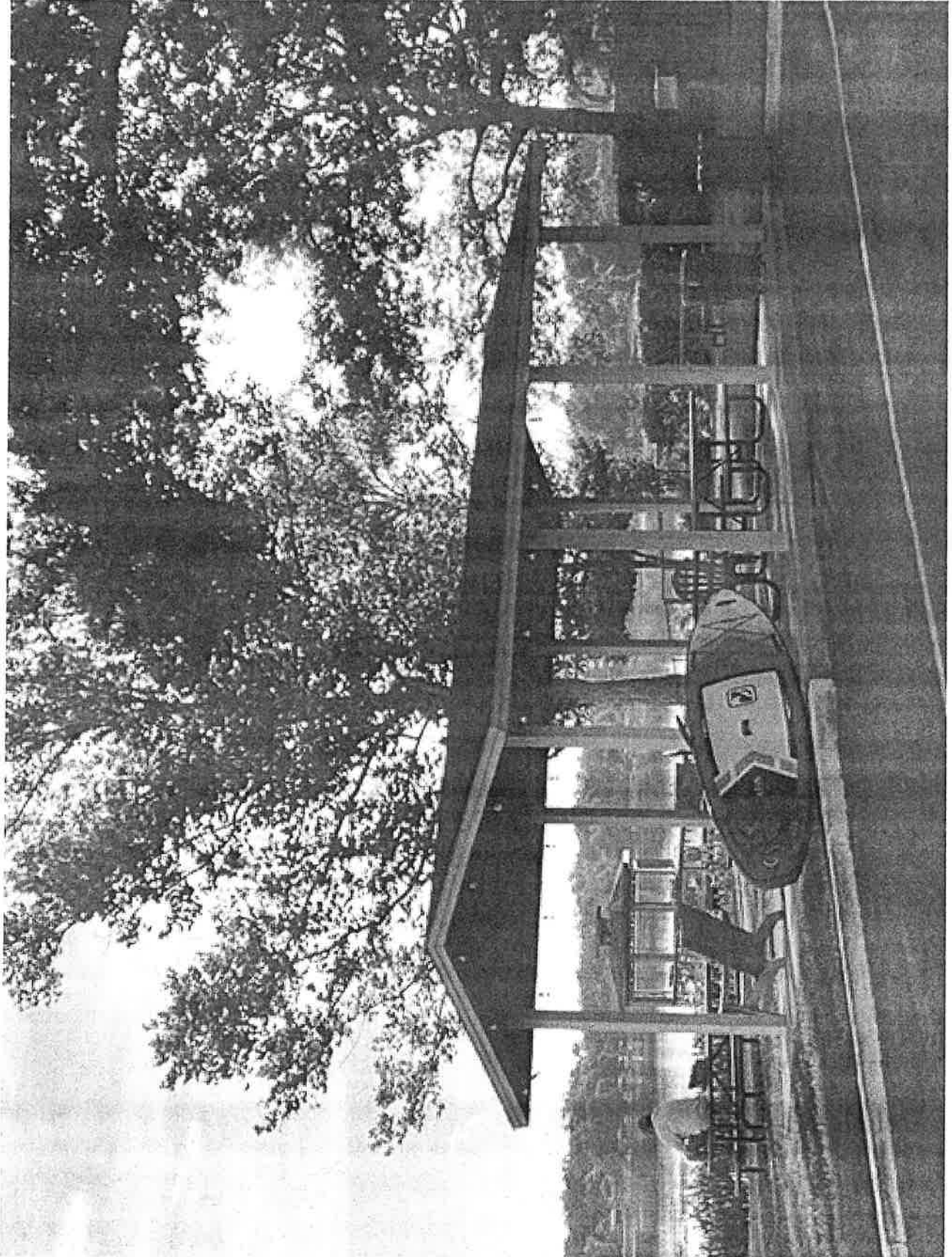
VOLUNTEER HOURS

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

VOLUNTEER WORK	PERSON'S NAME	TOTAL HOURS

Add additional sheet if needed.





### FINAL CONTRACT



**Celena Duchscher, Inc.**  
 The Roofing Experts  
 28 N. Bumby Ave. | Orlando, FL 32803  
 Lic# CCC1328218 CRC1332545  
 Ph: 407-730-9587 | Fax: 407-386-8737

Ins. Co.: \_\_\_\_\_ Loss Date: \_\_\_\_\_  
 Policy #: \_\_\_\_\_ Tel #: \_\_\_\_\_  
 Claim #: \_\_\_\_\_ **Cash Deal**  Yes  No

HOMEOWNER(S): HOA Boat Ramp DATE: 8/22/2022  
 STREET: 3121 Cullen Lake Shore Dr EMAIL: \_\_\_\_\_  
 CITY, STATE, ZIP: Belle Isle FL 22812 HOME/CELL: \_\_\_\_\_

#### "GOOD FAITH ESTIMATE"

**Tear Off:**  Shingles  Tile  Metal **Put Back:**  Shingles  Tile  Metal  
 **Professionally Install:** Brand CertainTeed Type Architectural Color \_\_\_\_\_  
 **Install:**  30 lb. Felt  Peel & Stick  Synthetic Underlayment  
 Re-Use Drip Edge  New Drip Edge Color \_\_\_\_\_  
 **Plumbing Vents:** 1-1/2" \_\_\_\_\_ 2" \_\_\_\_\_ 3" \_\_\_\_\_ 4" \_\_\_\_\_ Color \_\_\_\_\_  
 **Ventilation:** Goose Necks 4" \_\_\_\_\_ 10" \_\_\_\_\_ Off Ridge Vents \_\_\_\_\_ Ridge Vents \_\_\_\_\_ Color \_\_\_\_\_  
 **Skylight(s)** \_\_\_\_\_ (Qty) 2x2 \_\_\_\_\_ 2x4 \_\_\_\_\_  None  
 Plywood replaced at \$95 – per sheet (if needed) Wood Fascia \$10plf \_\_\_\_\_ 2x4 \$6plf \_\_\_\_\_ 1x2 \$6plf \_\_\_\_\_  
 Clean-up/haul off all job related trash  Roll yard with magnetic roller  Protect yard and shrub  
 Gutters:  New \_\_\_\_\_  Keep Existing  
 Low Slope Roof  As Is  New  Base and Cap  Coating  PRICE \$5,324

Job Description or Additional Items

#### ALL ROOFS HAVE A LIMITED 5 YEAR LABOR WARRANTY

Celena Duchscher, Inc. is not responsible for pre-existing structural conditions.

Homeowner(s) agree they have seen, read & understand all terms & conditions of this Contract & agree to be bound by same.

CONDITIONS:

This proposal is contingent upon the insurance company paying for damages. This proposal will be VOID only if claim is disallowed by insurance company. Homeowner(s) out-of-pocket expense is not to exceed the deductible amount, unless agreed upon in writing. The insurance company will determine the scope of repair and set the price of the work required in the claim.

YOU, THE HOMEOWNER(S), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. BY SIGNING BELOW, HOMEOWNER(S) AGREES TO PROCEED WITH THE WORK AS PER PROPERTY-LOSS WORKSHEET WHEN RECEIVED.

Unless shown below, we hereby propose to complete all work in accordance with above specifications including all materials and labor for the sum of the insurance amounts as show in the insurance company estimate of loss, which is incorporated herein and made a part hereof by reference, and all supplement amounts paid to Homeowner(s), unless otherwise specified as follows: \$ \_\_\_\_\_

Down Payment \$ 50% Final Payment or Deprecation Amount: \$ 50% plus wood

It is specifically agreed that all customary profit and overhead associated with the required work shall be paid to Celena Duchscher, Inc. Payment is due upon completion of each phase.

Company Authorized Signature: \_\_\_\_\_ Print Name: Ed Mercado Date: \_\_\_\_\_

\*All contracts must be approved by company owner to become a valid contract. No other work expressed or implied verbally. All changes to be in writing and accepted before commencement of work orders/changes. NOTE: This proposal may be withdrawn by Celena Duchscher, Inc. if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and payment will be made as outline above.

Homeowner(s) Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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





*"A family company built on honesty, quality, & integrity."*

**Scope of Work Notes:**

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Estimator: Dallas Moore Estimator Signature: \_\_\_\_\_

Property Owner(s): Jason Hunter 08/22/2022

*\*All agreements are subject to management approval*

**This proposal may be withdrawn if not accepted within \_\_\_\_\_ days.**  
Property owner (s) may cancel this transaction at any time prior to midnight of the 3<sup>rd</sup> Business day after the date of this transaction without penalty.

**TERMS & CONDITIONS**

- A. This proposal shall be considered a bound contract once agreed upon by Property Owner(s), deposit collected, and approved by JCS.
- B. All permits, taxes, and related fees shall be paid by the contractor.
- C. All payments shall be promptly paid to the contractor according to the terms of this contract.
- D. Product substitutions of equal or better quality and warranty may be made depending on availability.
- E. Property owner (s) agrees to pay Janney Construction Services, LLC a 10% cancellation fee if this contract is canceled prior to start of work for any reason after the 3 day right of rescission period.
- F. The above prices, specifications and conditions are hereby accepted. You are authorizing JCS to do the work as specified. Payment(s) will be made as outlined above. JCS reserves the right to file property liens if payment(s) are not received according to the agreed upon terms. In the event it becomes necessary to retain legal assistance to collect any amount due under this contract and/ or breach of this contract, the property owner shall be liable for attorney's fees and related costs incurred in such collection.
- G. All agreements are contingent upon strikes, accidents or delays beyond our control.
- H. Customers are solely responsible for providing a Contractor prior to the commencing of work with such water, electricity, or other utility as may be required to affect the work covered by this contract.

**HOLD HARMLESS AGREEMENT**

- I. Where colors are to be matched, Contractor shall make every reasonable effort using standard colors and materials but does not guarantee a perfect match.

**Central Florida**

640 N Semoran Blvd  
Orlando, FL 32807  
321-385-7663

**West Florida**

100 S. Ashley Dr  
Suite 600  
Tampa, FL 33602  
813-285-7663

**North Florida**

113 South Monroe St  
1st Floor  
Tallahassee, FL 32301  
850-733-7663

**South West Florida**

9160 Forum Corporate Pkwy  
Suite 350  
Fort Myers, FL 33905  
239-842-7663

*"A family company built on honesty, quality, & integrity."*

- J. Driveway damage may occur as a result of heavy equipment and dumpsters being utilized on your project. JCS will employ preventative measures to minimize or mitigate such damage. However, clients will hold Janney Construction Services harmless in the event such damage may occur.
- K. Grass, shrubs, plants, pools, screens, yard fixtures, etc. will be covered, protected, and tarped as needed by JCS. Notwithstanding, the client understands that given the nature of roof repair/replacement, damage to aforementioned items do occur. Client agrees that JCS is not to be held responsible for any damage to these items.
- L. Customers acknowledge that re-roofing may cause vibrations, disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, debris cleanup or loss to interior property that the customer did not remove or protect prior to commencement.
- M. Contractor will provide a written release of lien upon request, following receipt of final payment of the contract.

**TERMS & CONDITIONS REGARDING SKYLIGHTS**

- N. In the event the homeowner is unavailable to be present during the skylight installation, the crew will use reasonable care in positioning the new skylight. JCS will not be responsible for the final positioning of the skylight if the homeowner is not able to be present during the installation.
- O. JCS will use reasonable care when removing an existing skylight for replacement. However, the homeowner acknowledges and understands that damage may occur to the existing drywall and caulking in the skylight tunnel during the process. JCS will not be responsible for such damage.
- P. If damage does occur during the removal process, JCS can install interior skylight trim for a fee.
- Q. Payment for the roof replacement is due upon completion of the roof and is not contingent upon the completion of the additional trimwork, drywall, or painting.

**STATUTORY WARNINGS LIEN LAW**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD.

**Central Florida**

640 N Semoran Blvd  
Orlando, FL 32807  
321-385-7663

**West Florida**

100 S. Ashley Dr  
Suite 600  
Tampa, FL 33602  
813-285-7663

**North Florida**

113 South Monroe St  
1st Floor  
Tallahassee, FL 32301  
850-733-7663

**South West Florida**

9160 Forum Corporate Pkwy  
Suite 350  
Fort Myers, FL 33905  
239-842-7663



4874 S. Orange Ave  
Orlando, FL 32806  
CBC 060354

Est. 1975

Office: 407.851.0680  
Fax: 407.447.5590  
CCC1329157

Lake Conway Estates Lake Lot  
3121 Cullen Lake Shore Dr  
Orlando FL 32812  
jxhunter@darden.com  
Phone:

Date: 9/6/22

Prepared by: Jeffrey Hewitt  
Phone: 407-851-0680

**Bid Price Includes: SHINGLE ROOFS – TWO BUILDINGS**

- ~ Provide proper permitting and insurance.
- ~ Remove existing shingles and install new asphalt shingles.
- ~ Inspect and nail off roof decking to current county and state standards.
- ~ Color to be chosen by owner: Style: Architectural; Manufacturer: CERTAINTEED
- ~ Drip Edge: Install New 2.5” Galvanized Pre-painted: **BROWN, BLACK or WHITE**
- ~ Replace tar paper with new **Certaiteed Roof Runner Synthetic underlayment double coverage.**
- ~ Replace all lead boots and vents with new.
- ~ Install Peel & Stick underlayment, direct-to-deck in the valleys, & new valley metal per manufacturer.
- ~ Any rotten or un-nailable wood surfaces will be billed at Market Price per sheet of plywood and per lineal foot for 1X and 2X material. **(DONATED)**
- ~ Any “L” or Counter Flashing that is replaced, will be billed at \$8.00 per lineal foot for each.
- ~ All workmanship is **guaranteed for FIFTEEN (15) years from final payment.**
- ~ Price is for removal of one layer of shingles and 2 layers of felt paper. Job site to be cleaned daily.
- ~ Gold Key Roofing reserves the right to inspect the roof before signing contracts.
- ~ **Wind Mitigation provided by Tier 1 Pro Inspections (407)670-0891 - tier1proinspections.com**

**CERTAINEED LANDMARK ARCHITECTURAL SHINGLES  
(LIMITED LIFETIME WARRANTY - RATED 130 MPH)**

**Total Retail Investment:** \$3,450.00 \_\_\_\_\_ int

**CERTAINEED LANDMARK ARCHITECTURAL SHINGLES  
(LIMITED LIFETIME WARRANTY - RATED 130 MPH)**

**Total Donation For Labor & Material:** \$0.00 \_\_\_\_\_ int

**Two Requests For Donation:**

1. Allowed to place Gold Key Roofing plaques in each pavilion.
2. 10 Years of advertising in the Crow's Nest (Business Card Size) News Letter.

**Payment Schedule:**

30% due of total investment + total of any options chosen, 30% of total investment amount due at job start, Balance due at roof completion \_\_\_\_\_ int

Owner

Date

Company Officer

Date





4874 S. Orange Ave  
Orlando, FL 32806 Est. 1975  
CBC 060354

Office: 407.851.0680  
Fax: 407.447.5590  
CCC1329157

**WWW.CFRSA.ORG**  
**WWW.CERTAINTEED.COM**



**Proud members of:**  
**Central Florida Roofing & Sheet Metal Association**  
**Central Florida Home Builders Association**  
**Re-modelers Council of Central Florida**  
**Certified Master Installers from CertainTeed**

**THANK YOU,**  
**JEFFREY A. HEWITT**

This bid includes labor and dumpster to tear off 1 (one) layer of old roofing material. If there are more layers of old roofing material that could not be seen during the inspection, there will be an extra charge for the removal that has not been included in this contract. Extra layers of roofing to tear off will cost, \$45 X # OF SQS X # OF shingle layers & \$8 X # OF SQS X #OF layers of felt

**WWW.GOLDKEYROOFING.COM**



4874 S. Orange Ave

Orlando, FL 32806 Est. 1975

CBC 060354

Office: 407.851.0680

Fax: 407.447.5590

CCC1329157

1. Gold Key Roofing is not responsible for broken plumbing pipes that were not installed to state code: All Plumbing pipes must be installed 3” below the roof deck, including A/C plumbing.

Customer Initials [redacted]

2. Throughout the reroof process, we will contact you via phone call or email in regards to any wood being delivered to your property for replacement. The wood replacement will be a cumulative total of the amount being delivered, the amount may need additional wood delivery or may not use the total delivered. Any wood brought back after being delivered will not be counted towards the amount on your invoice. If we are unable to reach you with the above methods, we will continue with the necessary replacement to comply with the Florida Building code. Any wood replacement will be the homeowner's responsibility despite being able to discuss these changes. The wood costs are listed in the scope of work on page 1. Customer Initials [redacted]

3. A delivery truck will be used for your roofing material and it may have to use the driveway. (Gold Key Roofing is not responsible for any damages including cracks, stains, etc) Customer Initials [redacted]

4. There are no verbal contracts, all changes to your order must be in writing either via email or by mailing in a signed letter and must be approved by Gold Key Roofing before it takes affect. Customer Initials [redacted]

**INSTALLATION**

- 1. We put six (6) nails in every full shingle on every roof, no matter what the wind zone. Nails are 1 1/4" large head galvanized, we also use quality roofing adhesives
- 2. Valley installation: We replace existing with new 26 GA. galvanized valley metal; with soaker sheet installed between synthetic underlayment and valley metal.
- 3. Lead plumbing pipe flashings: replace all with new lead flashings
- 4. Attic vents: replace all with new: **FT RIDGE VENTS/FT OFF RIDGE VENTS**

**PARAMETERS**

- 1. All roofing trash will be put in a dumpster or dump trailer provided by Gold Key Roofing LLC which will be placed on your driveway, close enough to the roof to be under the eave, unless other arrangements are made. Yard around house and driveway will be swept with magnet at the end of each day to pick up all nails.
- 2. Contract price is good for 10 days from date of proposal.
- 3. Standard underlayment will be two layers of Certaineed Roof Runner, half lapped (18" head lap)
- 4. We give a 7-year written warranty on our installation and workmanship, which is transferable
- 5. The Owner will supply a source of electricity for Gold Key Roofing LLC to perform their work.
- 6. Gold Key Roofing LLC will be allowed to place a sign stating that we are installing this roof, with company information.
- 7. Additional item(s) included in pricing: Tear off all original roofing. \*Note: Any wood replacement, not



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included in this bid is will be charged at rates mentioned above.

- 8. Our employees are of various ethnic backgrounds. Not all speak English, but the crew leader on the job will know enough English to communicate with you. You will also be given the name and cell phone number of that crews Supervisor. All Supervisors speak fluent English; Tenemos dos personas que pueden habla Espanol.
- 9. Gold Key Roofing LLC is fully covered with liability insurance for property and personal damage, and workman's compensation for employees. All our roofers are employees of Gold Key Roofing LLC, not temporary labor or sub-contractors, and are covered under our insur
- 10. If your satellite dish is directly mounted to the roof, its removal and re-installation is necessary to reroof your house. Gold Key Roofing LLC will remove it and re-mount it exactly in the same position with your permission, but will not be responsible for equipment or any change to or loss of reception, or financially responsible for its repair. Or, you can contact your satellite dish service for removal and re-installation.
- 11. The homeowner is responsible for removal and replacement of any solar panels and all related and connected parts.
- 12. Gold Key Roofing LLC is not responsible for any damage to driveway, sprinklers or lawns due to delivery trucks.
- 13. Gutters will be detached and reset in place in order to replace any eave drip behind them.
- 14. Deposits are non-refundable after 3 days of signing contract.
- 15. (A) In any dispute arising out of this transaction, the non-prevailing party shall be liable for reasonable attorney's fees and costs, including on any appeal.  
 (B) **Any balance due on past due accounts shall be subject to payment of interest at the rate of 1.5% per month after 30 days from initial invoice date.** In the event the service of an attorney becomes necessary to secure payment of this account or any invoice or to enforce the terms hereof, there shall be added to the amount due and be collectible therewith, any such attorney's fees, which in any event shall be at least 25% of any amount so due by the buyer. **Customer initials - X -**
- 16. Any existing part of your roof system that you choose not to replace, when we have been contracted to reroof other parts such as, reroof shingle area but, leave the flat roof ( rubber or tar and gravel) and or, reroof the shingle area but leave the old skylights any old areas and their tie-ins to surrounding new roof we have installed, will not be under warranty, if you call for a leak repair in one of these areas, we will be happy to service you as needed but, you will be charged for labor and materials  
 Gold Key LLC will not be finacially responsible for any existing part of your roof system that you choose not to replace, and any areas abutting these areas, that have, in our professional opinion been affected by old areas not reroofed by us.
- 17. **Skylight Info**  
 if you do not want to purchase new skylight covers...  
 A.) Skylights- Plastic Dome Curb Mount Covers - These will turn dry and brittle over the years and will easily break. They should be replaced when you have your roof replaced if they are more than 1 or 2 years old. They can be a weak spot in your new roof system and they will eventually need to be replaced with a new one.  
 B.) Sometimes the flashing on the curb mount needs to be replaced ( because of rust, sub standard



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installation or deterioration of adhesives). We have to remove the skylight cover to do this. In this situation, even if the cover appears to be in good condition (no cracks anywhere on the Plastic Dome) there is a good chance that an old Plastic Dome cover will crack and have to be replaced with a new one C.) Your skylights, if curb mounted, are fastened to your roof by "L" metal. If you are not getting new skylight covers or curbs, it is necessary for us to tie the new synthetic underlayment & shingles into your existing "L" metal on your skylight. In order for us to do this without damaging your existing skylight, there are some requirements. Your skylight curb must be at least 4" high, and proper length and width so that the skylight top does not over hang the curb. If we cannot get to the "L" metal to clean it and loosen it, to get the 15 lb felt under it properly, the skylight will have to be removed. If we can remove it and re-install it ( your existing skylight) without damaging it, all is fine. But if it is damaged in this process, we will not be responsible for buying you a replacement. Because, it is necessary to properly dry-in around all skylights, and, old skylights tend to get brittle and break easily, and, if this is the case you should be replacing that skylight anyway.

**D.)** In any of these situations, if replacing the Plastic Dome Covers is not in your contract with us, and they are damaged in the process, **the Homeowner will be responsible for the cost of installing new Plastic Dome covers**

**E.)** Flush Mount Plastic Dome covers - are mounted directly to the roof deck .They have to be replaced when your roof is replaced. They are glued right into the shingle roof system and cannot be saved or reused. In fact we do not even install the Flush Mounted Skylights, as are not designed to withstand severe Florida Weather conditions, we can replace the Flush Mounted Skylights with Curb Mount skylights.

**F.)** Anytime we replace Skylight covers and curbs with new ones it may change the appearance of the top of the Skylight shaft (if you have an open shaft). You may be able to see some unfinished wood of the curb or the black rubber gasket of the flat glass Skylight covers, if you have upgraded from Plastic Dome covers. It is not in our expertise to "dress up" the appearance of the interior of your home. This will be solely the responsibility of the Homeowner to hire a trades man such as a trim carpenter to add a molding around the top of a skylight shaft to your satisfaction.

**G.)** It is also the Responsibility of the Homeowner to contract a painter to do any painting (if desired) of metal flashings and wood replacement on the roof which are installed as natural colored metals such as galvanized and lead. Gold Key Roofing LLC installs pre finished metals as requested if available.

Thank you for giving us the opportunity to be of service to you.

**Jeffrey Allan Hewitt President CBC, CCC**

**"I understand and agree to adhere to all this Contract's Agreements, on all pages"**

Customer initials - X -

**ADDENDUM TO BID & CONTRACT FOR SHINGLE RE-ROOF**

**DATE**

**CUSTOMER NAME**

**ADDRESS**

**ADDITIONAL CONTRACT AGREEMENTS - THIS PAGE TO BE SIGNED ALSO.**

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**Statutory Warnings**

**Lien Law**

According to Florida’s construction lien law (sections 713.001 -- 713.37, Florida statutes), those who work on your property or provide materials and services and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a “notice to owner.” Florida’s construction lien law is complex, and it is recommended that you consult an attorney.

**Chapter 558 Notice of Claim**

Any claims for construction defects are subject to the notice and cure provisions of chapter 558, Florida statutes.

**Radon Gas Warning**

Radon gas: radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**Florida Homeowners’ Construction Recovery Fund**

Payment, up to a limited amount, may be available from the Florida homeowners’ construction recovery fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: (850) 487-1395, 2601 Blairstone Road, Tallahassee, fl 32399-1039.

**CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**



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**Payment Schedule:**

30% at signing, 30% at start, Balance due at roof completion int

Owner

Date

Jeffrey Hewitt

Date

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- Central Florida Roofing & Sheet Metal Association**
- Central Florida Home Builders Association**
- Re-modelers Council of Central Florida**
- Certified Master Installers from CertainTeed**

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THANK YOU,

**JEFFREY A. HEWITT**

ADDENDUM TO BID & CONTRACT FOR SHINGLE RE-ROOF

DATE

CUSTOMER NAME

ADDRESS

THIS BID INCLUDES LABOR AND DUMPSTER TO TEAR OFF 1 (ONE) LAYER OF OLD ROOFING MATERIAL. IF THERE ARE MORE LAYERS OF OLD ROOFING MATERIAL, THAT COULD NOT SEE DURING INSPECTION, THERE WILL BE AN EXTRA CHARGE FOR THE REMOVAL THAT HAS NOT BEEN INCLUDED IN THIS CONTRACT EXTRA LAYERS OF ROOFING TO TEAR OFF WILL COST, \$45 X # OF SQS X # OF SHINGLE LAYERS & \$8 X # OF SQS X # OF LAYERS OF FELT

**Gold Key Roofing is not responsible for broken plumbing pipes that were not installed to state code: All Plumbing pipes must be installed 3" below the roof deck, including A/C plumbing. Customer Initials \_\_\_\_\_**

**Throughout the reroof process, we will contact you via phone call or email in regards to any wood being delivered to your property for replacement. The wood replacement will be a cumulative total of the amount being delivered, the amount may need additional wood delivery or may not use the total delivered. Any wood brought back after being delivered will not be counted towards the amount on your invoice. If we are unable to reach you with the above methods, we will continue with the necessary replacement to comply with the Florida Building code. Any wood replacement will be the homeowner's responsibility despite being able to discuss these changes. The wood costs are listed in the scope of work on page 1. Customer Initials \_\_\_\_\_**

**A delivery truck will be used for your roofing material and it may have to use the driveway. (Gold Key Roofing is not responsible for any damages including cracks, stains, etc) Customer Initials \_\_\_\_\_ int.**

**There are no verbal contracts, all changes to your order must be in writing either via email or by mailing in a signed letter and must be approved by Gold Key Roofing before it takes affect. Customer Initials \_\_\_\_\_**

## INSTALLATION

1. WE PUT SIX (6) NAILS IN EVERY FULL SHINGLE ON EVERY ROOF, NO MATTER WHAT THE WIND ZONE

NAILS ARE 1 1/4" LARGE HEAD GALVANIZED, WE ALSO USE QUALITY ROOFING ADHESIVES

2. VALLEY INSTALLATION: WE REPLACE EXISTING WITH NEW 26 GA. GALVANIZED VALLEY METAL;

WITH SOAKER SHEET INSTALLED BETWEEN SYNTHETIC UNDERLAYMENT AND VALLEY METAL.

3. LEAD PLUMBING PIPE FLASHINGS: REPLACE ALL WITH NEW LEAD FLASHINGS

4. ATTIC VENTS: REPLACE ALL WITH NEW:

FT RIDGE VENTS

FT OFF RIDGE VENTS

1. All roofing trash will be put in a dumpster or dump trailer provided by Gold Key Roofing LLC which will be placed



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on your driveway, close enough to the roof to be under the eave, unless other arrangements are made. Yard around house and driveway will be swept with magnet at the end of each day to pick up all nails.

2. Contract price is good for 10 days from date of proposal.
3. On pitches LESS THAN 4/12, standard underlayment will be *two layers of Certaineed Roof Runner, half lapped (18" head lap)*
4. We give a *7-year written warranty* on our installation and workmanship, which is transferable
5. The Owner will supply a source of electricity for Gold Key Roofing LLC to perform their work.
6. Gold Key Roofing LLC will be allowed to place a sign stating that we are installing this roof, with company information.
7. Additional item(s) included in pricing: Tear off all original roofing. *\*Note: Any wood replacement, not included in this bid is will be charged at rates mentioned above.*
8. Our employees are of various ethnic backgrounds. Not all speak English, but the crew leader on the job will know enough English to communicate with you. You will also be given the name and cell phone number of that crews' Supervisor. All Supervisors speak fluent English; Tenemos dos personas que pueden hablar Espanol.
9. Gold Key Roofing LLC is fully covered with liability insurance for property and personal damage, and workman's compensation. for employees. All our roofers are employees of Gold Key Roofing LLC, not temporary labor or sub-contractors, and are covered under our insurance policy. Copies available on request.
10. If your satellite dish is directly mounted to the roof, its removal and re-installation is necessary to reroof your house. Gold Key Roofing LLC will remove it and re-mount it exactly in the same position with your permission, but will not be responsible for equipment or any change to or loss of reception, or financially responsible for its repair. Or, you can contact your satellite dish service for removal and re-installation.
11. The homeowner is responsible for removal and replacement of any solar panels and all related and connected parts.
12. Gold Key Roofing LLC is not responsible for any damage to driveway, sprinklers or lawns due to delivery trucks.
13. Gutters will be detached and reset in place in order to replace any eave drip behind them.
14. Deposits are non-refundable after 3 days of signing contract.
15. (A) In any dispute arising out of this transaction, the non-prevailing party shall be liable for reasonable attorney's fees and costs, including on any appeal.  
 (B) Any balance due on past due accounts shall be subject to payment of interest at the rate of 1.5% per

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month after 30 days from initial invoice date. In the event the service of an attorney becomes necessary to secure payment of this account or any invoice or to enforce the terms hereof, there shall be added to the amount due and be collectible therewith, any such attorney's fees, which in any event shall be at least 25% of any amount so due by the buyer. **Customer initials - X - \_\_\_\_\_**

## ADDENDUM TO BID & CONTRACT FOR SHINGLE RE-ROOF

**DATE**

**CUSTOMER NAME**

**ADDRESS**

**15. ANY EXISTING PART OF YOUR ROOF SYSTEM THAT YOU CHOOSE NOT TO REPLACE, WHEN WE HAVE BEEN CONTRACTED TO REROOF OTHER PARTS, SUCH AS, REROOF THE SHINGLE AREA BUT, LEAVE THE FLAT ROOF ( RUBBER OR TAR AND GRAVEL) AND /OR, REROOF THE SHINGLE AREA BUT LEAVE THE OLD SKYLIGHTS; ANY OLD AREAS AND THEIR TIE-INS TO SURROUNDING NEW ROOF WE HAVE INSTALLED, WILL NOT BE UNDER WARRANTY, IF YOU CALL FOR A LEAK REPAIR IN ONE OF THESE AREAS, WE WILL BE HAPPY TO SERVICE YOU AS NEEDED ,BUT, YOU WILL BE CHARGED FOR LABOR AND MATERIALS**  
GOLD KEY INT. WILL NOT BE FINANCIALLY RESPONSIBLE FOR ANY EXISTING PART OF YOUR ROOF SYSTEM THAT YOU CHOOSE NOT TO REPLACE, AND ANY AREAS ABUTTING THESE AREAS, THAT HAVE, IN OUR PROFESSIONAL OPINION BEEN AFFECTED BY OLD AREAS NOT REROOFED BY US.

### 16. SKYLIGHT INFO

***IF YOU DO NOT WANT TO PURCHASE NEW SKYLIGHT COVERS...***

- A.) Skylights- Plastic Dome Curb Mount Covers - These will turn dry and brittle over the years and will easily break. They should be replaced when you have your roof replaced if they are more than 1 or 2 years old. ***They can be a weak spot in your new roof system and they will eventually need to be replaced with a new one.***
- B.) Sometimes the flashing on the curb mount needs to be replaced ( because of rust, sub standard installation or deterioration of adhesives). We have to remove the skylight cover to do this. In this situation, even if the cover appears to be in good condition (no cracks anywhere on the Plastic Dome) ***there is a good chance that an old Plastic Dome cover will crack and have to be replaced with a new one***
- C.) Your skylights, if curb mounted, are fastened to your roof by "L" metal. If you are not getting new skylight covers or curbs, it is necessary for us to tie the new synthetic underlayment & shingles into your existing "L" metal on your skylight. In order for us to do this without damaging your existing skylight, there are some requirements. Your skylight curb must be at least 4" high, and proper length and width so that the skylight top does not over hang the curb. If we cannot get to the "L" metal to clean it and loosen it , to get the 15 lb felt under it properly, the skylight will have to be removed. If we can remove it and re-install it ( your existing skylight) without damaging it, all is fine. But if it is damaged in this process, we will not be responsible for buying you a replacement. Because, it is necessary to properly dry-in around all skylights, and, old skylights tend to get brittle and break easily, and, if this is the case ***you should be replacing that skylight anyway.***
- D.) In any of these situations, if replacing the Plastic Dome Covers is not in your contract with us, and they are damaged in the process, ***the Homeowner will be responsible for the cost of installing new Plastic Dome covers***
- E.) Flush Mount Plastic Dome covers - are mounted directly to the roof deck .They have to be replaced when your

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roof is replaced. They are glued right into the shingle roof system and cannot be saved or reused. In fact we do not even install the Flush Mounted Skylights, as are Not Designed to withstand severe Florida Weather conditions, We can replace the Flush Mounted Skylights with Curb Mount skylights.

F.) Anytime we replace Skylight covers and curbs with new ones it may change the appearance of the top of the Skylight shaft (if you have an open shaft). You may be able to see some unfinished wood of the curb or the black rubber gasket of the flat glass Skylight covers, if you have upgraded from Plastic Dome covers. It is not in our expertise to "dress up" the appearance of the interior of your home. This will be solely the responsibility of the Homeowner to hire a trades man such as a trim carpenter to add a molding around the top of a skylight shaft to your satisfaction.

G.) It is also the Responsibility of the Homeowner to contract a painter to do any painting (if desired) of metal flashings on the roof which are installed as natural colored metals such as galvanized and lead. Gold Key Roofing LLC installs pre finished metals as requested if available.

Thank you for giving us the opportunity to be of service to you. Jeffrey Allan Hewitt President CBC, CCC

**"I understand and agree to adhere to all this Contract's Agreements, on all pages"**

Customer initials - X - \_\_\_\_\_

## ADDENDUM TO BID & CONTRACT FOR SHINGLE RE-ROOF

DATE

CUSTOMER NAME

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**ADDITIONAL CONTRACT AGREEMENTS - THIS PAGE TO BE SIGNED ALSO.**

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## STATUTORY WARNINGS

### LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

### CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

### RADON GAS WARNING

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

### FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 2601 BLAIRSTONE ROAD, TALLAHASSEE, FL 32399-1039.

**CUSTOMER(S) SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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**Belle Isle Issues Log**  
**9/20/22**

a.

Issue	Synopsis	Start Date	Next steps
Traffic Issues/Projects	Increased traffic in and through Belle Isle prompted the Council adopt Traffic Master Plan and work on traffic calming issue.	4/3/2017	City requested in-road lighting at Hoffner/Monet Crosswalk. County to evaluate as a pilot project. City asked County for in-road lighting at Pleasure Island/Hoffner and Randolph/Hoffner. County will review the pilot project at Monet before committing to the others. In-road lighting installed with flashing beacon at Daetwyler/Seminole crosswalk. City working with MMI for improvements to Judge Road (Gateway Landscaping and restriping). Funds budgeted in FY2022-2023 Budget to hire a consultant to assist in developing traffic plan. Orange County Traffic will evaluate in-road lighting system. If they approve, then the City can apply for a permit to install the system at the Hoffner/Monet crosswalk. <b>Orange County approved the use of in-road lighting for the Hoffner/Monet crosswalk.</b>
Wallace Field	City purchased large area at Wallace/Matchett for open space. City zoned it for open space. City/CCA have an agreement for development including installing artificial turf, public restrooms, storage, and parking. CCA responsible for development.	2/1/2021	CCA to submit SJWMD Application for Environmental Resource Permit. SJWMD permit was approved. Waiting for CCA Engineer and designer to contact the City with next step. Site Plan is on hold at this time to determine the future use of Wallace Field. CM is requesting Council workshop to review potential sites for new City Facilities (Police/EOC/City Hall). <b>No Update</b>
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property.	NA	Consultant provided a first draft of the cost of a new combined police/EOC/City Hall facility. CM is requesting Council workshop to review potential sites for new City Facilities (Police/EOC/City Hall). After workshop, Council directed CM to look at selected properties.
<b>Charter School Expansion</b>	With Lease signed, CCA is moving forward with financing. Expect to close on the financing in June. CCA expected to apply for PD zoning.	3/3/2022	Waiting for CCA Refinancing and Zoning application. Agenda item to amend the lease. Meeting set up (7/14) between City and CCA teams to discuss expansion and move forward with the CCA Master Plan (cancelled). Waiting to reschedule. <b>No Update</b>

**Belle Isle Issues Log**  
**9/20/22**

a.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. There are sections of the BIMC that need to be updated. This is an on-going process.	4/3/2017	6 month moratorium on Artificial Turf in effect. Code Enforcement and CM met on suggestions to change the general ordinances. P&Z Meeting Update on Artificial Turf by City Planner. <b>Continue with moratorium, Planner is developing community survey and questionnaire for other local governments on the use of artificial turf.</b>
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Next plan review and changes are to be done in 2024. Funds budgeted in FY2022-2023 Budget to hire a consultant to assist in developing Comp Plan update. <b>City staff will develop RFP for consultant.</b>
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Sienna Place is now in the City. Staff met with HOA President. CM will continue to contact Brixmor. Welcome Packet distributed and posted. Sienna Place Annexation closed. Brixmor (Publix) Annexation on hold (update in October). Direction from Council needed on next area, if any, to look at annexing.
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding and reckless actions by some vessels. Council would like more local control over the lake.	6/1/2019	Met with FWC Officials and Orange County Personnel on Lake issues. City and County will work toward a joint document for lake issues. County adopted Phase I of a new ordinance on May 24. Belle isle is Phase II of the process. Presentation made to Nav Board on Sandbar exclusions and kayak trail. City Manager and Police Chief met with citizens to discuss sand bar issues. Suggest Council hold a workshop to further discuss Sand Bar issues and hear comments from public. Update to be given by Chief Houston. <b>See Nav Board Report.</b>
Lancaster House	CCA no longer wants Lancaster House and wants the property vacated for CCA Expansion Project. Neighbor wants house moved to her property to avoid demolition.	2/5/2019	CCA voted to request demolition of the Lancaster House. Council denied request for house demolition and directed CM, Comm. Partin, and CA to negotiate new lease terms with CCA. CCA stated they cannot change the terms of the lease while going through financing. <b>No update.</b>

**Belle Isle Issues Log**  
**9/20/22**

a.

<p>ARPA Funding</p>	<p>American Recovery Plan Act (ARPA) funds to be received from State for funding eligible projects. FLC estimates City will receive \$3.6 million in funding over 2 years</p>	<p>7/20/2021</p>	<p>Staff reviewing additional information as it becomes available. Initial reporting period extended for three months. Continuing to move forward with projects. Final Rule from Treasury recently released. Staff will prepare new list based on the Final Rule and present to Budget Committee in February. First report sent in. Received second tranche of funding (\$1.8 million). Now that all funds have been received, consider this issue closed as the funds are budgeted and reporting will take place as required. <b>Closed Issue.</b></p>