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**NOTICE OF PUBLIC MEETING**  
**January 26, 2021- 6:30 PM**

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

1. Call to Order, Confirmation of Quorum
2. Invocation and Pledge to the Flag
- [3.](#) Approval of P&Z Meeting minutes - December 22, 2020
- [4.](#) PUBLIC HEARING CASE #2021-01-002 - PURSUANT TO BELLE ISLE CODE SEC. 54-79 (F) (4), THE BOARD SHALL REVIEW AND TAKE ACTION ON A PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017.
- [5.](#) PUBLIC HEARING CASE #2021-01-005 - PURSUANT TO BELLE ISLE CODE SEC. 50-102 (A) (6), (7), AND (D) (1) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A STRUCTURE TO BE LOCATED WITHIN THE REQUIRED SETBACKS FROM THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY, SUBMITTED BY APPLICANT RICHARD ANDERSON, LOCATED AT 3625 WATERS EDGE DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS PARCEL #20-23-30-1678-00-370.
- [6.](#) PUBLIC HEARING CASE #2021-01-010 - PURSUANT TO BELLE ISLE CODE SEC. 42-64 THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 50-73 (A) TO ALLOW A VARIANCE FROM THE REQUIRED BUILDING SETBACKS, SUBMITTED BY APPLICANT MARK BRIDEWELL, LOCATED AT 1632 OVERLOOK ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 25-23-29-5884-11-021.
- [7.](#) PUBLIC HEARING CASE #2021-01-011- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (7), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE IN THE FRONT YARD AND SIDE YARD OF A RESIDENTIAL PROPERTY, ALLOW A FENCE TALLER THAN SIX FEET AND ALLOW A FENCE TALLER THAN FOUR FEET WITHIN 35 FEET OF THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY SUBMITTED BY APPLICANT DEBORAH DONHAM LOCATED AT 6904 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-100.
- [8.](#) PUBLIC HEARING CASE #2021-01--009 - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE CITY'S SIGN REGULATIONS UNDER CHAPTER 52 OF THE CITY CODE; PROVIDING DEFINITIONS; AMENDING AND ADDING REGULATIONS RELATED TO TEMPORARY SIGNS, PROTECTION OF FIRST AMENDMENT RIGHTS, AND OTHER MATTERS RELATED TO SIGNS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

**ITEM 3**  
**APPROVAL OF MINUTES**

- a. P&Z Meeting minutes – December 22, 2020



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

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

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

1. Call to Order

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

2. Approval of Minutes

- a. P&Z Meeting minutes – October 27, 2020
- b. P&Z Meeting Minutes – December 7, 2020

**Board member Lane moved to approve the minutes as presented.  
Board member Shenefelt seconded the motion, which passed unanimously 6:0.**

3. PUBLIC HEARING CASE#2020-11-019– PURSUANT TO BELLE ISLE CODE SEC. 42-64, AND SEC. 30-82, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 30-73 (E), SEC. 30-133 (C) (3), AND SEC. 30-133 (C) (4), TO ALLOW CONTINUED PARKING OF TRAILERS ON A CURRENTLY VACANT RESIDENTIAL PROPERTY, SUBMITTED BY APPLICANT CHRIS HEATH, LOCATED AT 2120 HOMEWOOD DRIVE, BELLE ISLE, FL, 32809, ALSO KNOWN AS PARCEL #19-23-30-5888-06-310.

April Fisher, City Planner, said the applicant seeks a variance to continue to park trailers on a vacant single-family residential lot. In 2019, the City revised the code section, which affects this request. Ms. Fisher said it would not be uncommon for a Board to consider and allow reasonable time to cure the remedy. If the Board does decide that to be an option, staff recommends the following conditions,

- the applicant be required to obtain a permit and place the trailers on a prepared parking surface, towards the rear of the property, compliant with Sec. 30-133 (f) within an immediate timeframe; and
- the Board may consider the temporary variance being allowed for one year, which could provide time for the applicant to begin building a primary single-family home on the property or make other arrangements for parking the trailers at another location.

Chairman Holihan opened for public comment.

Chris Heath, applicant and property owner of 2120 Homewood Drive, said he purchased the property in 2015. The trailers have been on the property since the purchase. There are two trailers, one for his pontoon boat and the other is to store equipment to maintain the property. He is in the process of designing his new home and submitted plans to Universal Engineering for approval. During construction, he would like to keep the utility trailer to hold the tools he needs to maintain the property. Allowing him to keep the trailer on the property will save approximately \$150.00 a month on storing fees. He further noted that he spoke with his neighbors, and they are not opposed to his request.

There being no further public comment, Chairman Holihan closed public comment and opened for Board discussion.

Chairman Holihan asked if the applicant has made any modifications to the boat dock or the property. With an approved permit, the applicant said he has installed a retention wall and removed some trees to allow for the septic

system. His goal is to start the buildout as soon as the engineering and building approvals are met.

Board member Woods asked if the applicant would agree to maintain the landscaping around the trailers and not allow growth over them as opposed to providing a mulch surface. The applicant said he would continue to maintain the property.

**Board member Shenefelt moved pursuant to Belle Isle Code SEC. 42-64, AND SEC. 30-82 of the Belle Isle Land Development Code having been met TO APPROVE THE REQUESTED VARIANCE FROM SEC. 30-73 (E), SEC. 30-133 (C) (3), AND SEC. 30-133 (C) (4), TO ALLOW CONTINUED PARKING OF TRAILERS ON A CURRENTLY VACANT RESIDENTIAL PROPERTY, WITH A TIME LIMIT OF 6-MONTHS FROM GROUNDBREAKING SUBMITTED BY APPLICANT CHRIS HEATH, LOCATED AT 2120 HOMEWOOD DRIVE, BELLE ISLE, FL, 32809, ALSO KNOWN AS PARCEL #19-23-30-5888-06-310.**

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

- 4. **PUBLIC HEARING CASE#2020-11-021**– PURSUANT TO BELLE ISLE CODE SEC. 54-79 (F) (4), THE BOARD SHALL REVIEW AND TAKE ACTION ON PROPOSED AMENDMENTS TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT HOSANNA BUILDING CONTRACTORS, LOCATED AT 5050 CONWAY ROAD, BELLE ISLE, FL, 32812, ALSO KNOWN AS PARCEL #17-23-30-0000-00-008.

April Fisher presented the variance and said the applicant has reviewed their previously approved site plan is moving into the building permit stage. They have to make a minor redesign to relocate the dumpster for easier access. The Code states any site plan revision is required to come back before the Board for approval. They have also provided additional information on the landscaping as required in the initial approval. Also, they provided a copy of the shopping center agreement on the new access to the site. The staff is recommending approval of the revision with the same conditions as set forth initially, and as stated below,

- 1. A separate dumpster permit shall be required as part of the building permit process that meets the Code's design standards. The applicant has indicated the dumpster's proposed location and provided information on the size of the dumpster proposed.
- 2. The applicant seeks to close the existing curb cut abutting Conway Road, as indicated on the site plan. The applicant has provided a copy of the communication with the FDOT showing the procedure to effectuate this. As a condition of approval, the applicant must have FDOT approval to close the curb cut prior to receiving building permit approval.
- 3. A landscaping plan consistent with Sec. 50-76 shall be provided for review with the building permit application. This shall include an irrigation plan.
- 4. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-79 (f) (2) shall be provided for review with the building permit application.
- 5. A lighting plan with foot-candle information shall be required as part of the building permit application process if new exterior lighting is proposed to ensure no light pollution occurs onto adjacent residential properties.
- 6. A separate sign permit application is required.

Dean Blankenship, applicant representing 5050 Conway Road, provided drawings on the dumpster and landscaping plan's location.

Board member Woods asked if the applicant included the sight triangle calculations in the dimensions. He noted that the site plan is short on the building's dimensions and shows a few existing elevations. An additional parking space was added, and the turning key and the landscape buffer were eliminated. Board member Woods said that the plan appears to have significantly reduced landscape buffer and does not show a minimum variation. He further added that removing the Conway ramp and replacing sod should also be noted on the site plan for FDOT permitting use. Attorney Geller said that the FDOT requirement could be added as a condition to the motion. Discussed ensued.

April Fisher said if the applicant is not violating the variances approved by the Board previously, it becomes an issue of what is different in the presentation and compared to what was approved earlier. If they do not meet the landscaping buffer variance, that would have to come back for re-consideration. They do have to go back to the Board during the Design stage of the project. Discussion ensued on the deficient parking calculations on the conceptual site plan.

April Fisher said if the concern is that adding the additional parking space reduces the potential extra buffer, that freedom is not required. The Board can ask the applicant to remove it from the site plan to reduce the buffer variance that was approved initially. April Fisher ensured if the Board considers the relocation of the dumpster, she will ensure that all conditions are consistent and meet the Board's approval from the previous meeting. If they don't match any of the approved conditions, it will be presented to the Board for consideration.

Chairman Holihan said he would like to see the landscaping "beefed up" around the dumpster. He would like to ensure that the sight triangle is included in the calculation and installation of the turning key.

**Board member Lane moved pursuant to Belle Isle Code SEC. 54-79 (F) (4) of the Belle Isle Land Development Code having been met TO APPROVE PROPOSED AMENDMENTS TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT HOSANNA BUILDING CONTRACTORS, LOCATED AT 5050 CONWAY ROAD, BELLE ISLE, FL, 32812, ALSO KNOWN AS PARCEL #17-23-30-0000-00-008.**

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

Board member Thompson joined the meeting.

- 5. **PUBLIC HEARING CASE#2020-11-006**– PURSUANT TO BELLE ISLE CODE SEC. 50-33 (2) (D), THE BOARD SHALL REVIEW AND TAKE ACTION FOR RECOMMENDATION TO CITY COUNCIL ON THE PROPOSED INFORMAL SUBDIVISION, SUBMITTED BY APPLICANT MURPHY DEVELOPMENT, INC., LOCATED AT 7710 DAETWYLER DRIVE, ORLANDO, FL 32812, ALSO KNOWN AS PARCEL #29-23-30-0000-00-013.

April Fisher presented the application for a recommendation to City Council for an informal subdivision. The application is creating three single-family lots out of one parcel and conforms to the R2 Zoning District. Ms. Fisher said the proposed plat complies with the Code concerning lot size requirements and the minimum lot width requirement for the R2 zoning district. Based on the Board's recommendation, the Council can uphold the recommendation or require additional approval conditions.

The applicant, James Carlin, property owner of 7710 Daetwyler Drive, said he purchased the property in September and is requesting to build three single-family homes. The homeowners will be allowed, by Code, to build a boat dock based on Lake Frontage.

Board member Woods said the informal subdivision documentation is missing, such as the normal high water elevation location, the water, waste management disposal methods, and the existing and provided easements. The applicant said the information is located on the survey. April Fisher indicated the required informal subdivision requirements would be reviewed when it is submitted to the Council.

Mr. Francis asked the applicant if he will decide to keep the concrete ramp to leave it up to the new property owner. He said it sits in the center of one of the lots, and yes, he will leave the decision up to the homeowner.

**Board member Woods moved the criteria of SEC. 50-33 (2) (D) of the Belle Isle Land Development Code having been met TO RECOMMEND APPROVAL TO CITY COUNCIL OF THE PROPOSED INFORMAL SUBDIVISION, SUBMITTED BY APPLICANT MURPHY DEVELOPMENT, INC., LOCATED AT 7710 DAETWYLER DRIVE, ORLANDO, FL 32812, ALSO KNOWN AS PARCEL #29-23-30-0000-00-013.**

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

OTHER BUSINESS

Chairman Holihan called for nominations of the Board Chairman and Vice-Chair

**Board member Shenefelt moved to nominate Randy Holihan as Chairman and David Woods as Vice-Chair.**

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

ADJOURNED

There being no further business, Chairman Holihan moved to adjourn the meeting, unanimously approved 7:40 pm. Yolanda Quiceno, City Clerk, CMC

**ITEM 4  
MEMORANDUM**

**TO:** Planning and Zoning Board

**DATE:** January 15, 2020

PUBLIC HEARING CASE #2021-01-002 - PURSUANT TO BELLE ISLE CODE SEC. 54-79 (F) (4), THE BOARD SHALL REVIEW AND TAKE ACTION ON A PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017.

**Background:**

1. On January 4, 2021, Juan Tejada submitted a request, application, and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, January 16, 2021, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on January 14, 2021.

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

**SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code SEC. **SEC. 54-79 (F) (4)** of the Belle Isle Land Development Code having been met **TO APPROVE THE REQUESTED VARIANCE ON A PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017.**

**SAMPLE MOTION TO DENY:**

"I move, the justifying criteria of the Belle Isle Land Development Code **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of **SEC. 54-79 (F) (4)** Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] **having NOT been met; [may be used in addition to above or alone] TO DENY THE PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED SITE PLAN, SUBMITTED BY APPLICANT LECHONERA SAJOMA, LOCATED AT 1919 MCCOY ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 30-23-30-0000-00-017**

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

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

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

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



January 15, 2021

**Site Plan Review:** 1919 McCoy Road (revision to approved site plan)

**Applicant Request:** Remove a Condition from the approve site plan

**Existing Zoning/Use:** Retail Commercial District (C-1)/ Restaurant

### **Staff Application Review**

The Board approved a site plan on June 25, 2019 for the current use of this property as a restaurant. The property is located within the jurisdiction of the City of Belle Isle with a zoning designation of Retail Commercial District (C-1).

Sec. 54-79 of the City Code identifies requirements for the C-1 zoning district. Restaurants are allowed as a permitted use. Site plan review and approval is required by the Planning and Zoning Board before a building permit may be issued (Sec. 54-79 (f)(4)). Any changes to the site plan or conditions of approval must be considered by the Planning and Zoning Board.

One of the conditions of approval by the Board was that there be no alcohol sales. The applicant is seeking to amend the site plan approval by removing this condition of approval. They would like to serve beer and wine at the restaurant and are seeking a 2COP License from the Division of Alcoholic Beverages and Tobacco (ABT). The 2COP license only allows for consumption on premises (or in sealed containers for package sales) for beer and wine for sale.

The applicant has provided supporting documentation in their application.

### **Staff Recommendations**

The applicant has complied with all the other site plan approval conditions and there is nothing in the Belle Isle Code that prohibits beer and wine alcohol sales under a 2COP License on the property. Due to this, staff recommends approval of the removal of the alcohol sales restriction based on the applicant seeking an ABT 2COP license from the State of Florida.

### **Next Steps**

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

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

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

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION

DATE: 01-04-2021 P&Z CASE #: 2021-01-002

VARIANCE  SPECIAL EXCEPTION  OTHER DATE OF HEARING: \_\_\_\_\_

APPLICANT: LECHONERA SAJOMA OWNER: Duom Tejada

ADDRESS: 1919 MCCOY RD.

BELLE ISLE FL

PHONE: \_\_\_\_\_

PARCEL TAX ID #: 3093-30-0000-00-017

LAND USE CLASSIFICATION: C2 ZONING DISTRICT: 2

DETAILED VARIANCE REQUEST: Request to serve alcoholic beverages on premises (all) 2 cop ABT. Class.

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

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

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

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

APPLICANT'S SIGNATURE \_\_\_\_\_ OWNER'S SIGNATURE \_\_\_\_\_

FOR OFFICE USE ONLY:	FEE: \$150.00	1/7/2021 Date Paid	CK# 1538 Check/Cash	Hrp Rec'd By
Determination _____				
Appealed to City Council: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Action: _____				



JANUARY 5 2021

From: Regui (Rick) M. Flohr  
5558 -B Cinderlane Pkwy ORLANDO Fl. 32808  
[reguiflohr@gmail.com](mailto:reguiflohr@gmail.com) 407-459-2172

Ref: Request for local Zoning Variance.  
By **LECHONERA SAJOME**

To: City of Belle Isle  
1600 Nela Ave.  
Belle Isle Fl. 32809

Zoning Commission,  
Attn: Ms. Yolanda Quiceno,

Dear Yolanda,

I have collected documents to be submitted to your office in preparation for the upcoming Public Hearing as mandated.

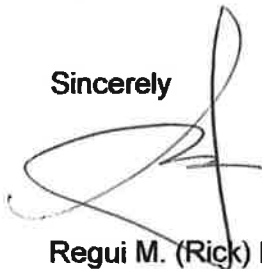
Enclosures are as followed:

1. \$ 150 filing fee plus \$ 56. parking allotment. (2 checks)
2. The completed application form.
3. 10 Copies of the property site plan.
4. Articles of incorporation
5. Comments to 'Variance Request'.

Please do not hesitate to e-mail or message me if you have a need for any additional information.

Thank You.

Sincerely


 A handwritten signature in black ink, appearing to read 'Regui M. Flohr', written over a horizontal line. The signature is stylized and cursive.

Regui M. (Rick) Flohr RD  
Attorney AF

ORLANDO 01-04-2021

A Variance request for LECHONERA SAJOMA LLC File: 90220  
1919 Mc. Coy Rd. Belle Isle FI 32809

To the Zoning Board of the City of Belle Isle

As an introduction to the P&Z board. LECHONERA SAJOMA applied to this board in 2018 to construct and operate a convenience food establishment, which got approved. During the application process the question if the company wishes to serve alcoholic beverages on the premises. The company responded that it wishes not to do so.

Shortly there after, patrons enjoying the food at LECHONERA SAJOMA requested an ice cold beer with their rather spicy food. Thus here we are, applying for an 'Application Supplement to serve alcoholic beverages on the premises.

As many of the documents needed for this zoning variance requested submitted during the LECHONERA SAJOME and have not changed since the documents submission.

**Special conditions and/or Circumstances section 42-64 (1) d**

Hardship as described that literal enforcement of the provisions of the zoning ordinances are not resulting in hardship as the conditions currently approved by Ms. April Fisher are embellishing the property at fact.

**Not Self Created Section 42-46 (1) e.**

LECHONERA SAJOMA has no intention to create a self inflicted hardship by any means.

**Minimum Possible Variance Section 42-64 (1) f.**

Service of 2COP meaning beer and wine due to limited interior space allocated for storage will be more than sufficient. A list of alternatives shall not to be considered.

**Purpose an Intent Section 42-64 (1) g.**

Experience from past and current situations similar the zoning variance approved will have a positive effect on the neighborhood. Residents and visitors alike increase consumption impacting revenue for the City of Belle Isle.

#90220

Please note: that all businesses operating within the City of Belle Isle must obtain a Business Tax License BEFORE opening.

If you open before your license is issued, you will be charged a penalty of 25% of the license amount. STATE LICENSE MUST BE OBTAINED PRIOR TO CONDUCTING BUSINESS (e.g. Restaurants, Food Service) The City of Belle Isle's Code of Ordinance can be found on our website at www.cityofbelleislefl.org or on municode.com.

PARCEL ID 30-23-30-000-000-017.	Open Date Already open	<b>FEE SCHEDULE</b>  <input type="checkbox"/> \$25.00 Residential Properties; or <input checked="" type="checkbox"/> \$30.00 Commercial Properties (+\$1.00 parking over 10) \$56.=
Business Name Rechnera Sajoma LLC	Emergency Contact Name Juan Tejada	
Business Address 1919 McCoy Rd	Emergency Phone 407 271 4222	
Describe the nature of the business Ethnic convenience food	Owner Contact Number	
Business Owner Name Juan Tejada	Email Address requitlohr@gmail.com	
<b>Check all that apply:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> New Occupation <input type="checkbox"/> Renewal <input type="checkbox"/> Update Info <input type="checkbox"/> Add Classification <input type="checkbox"/> Change Classification  Transfer of: <input type="checkbox"/> Location <input type="checkbox"/> Ownership Transferred from: <hr/> <b>Check and Attach copies of all items that apply:</b>  <input type="checkbox"/> Fictitious Name Registration <input checked="" type="checkbox"/> Articles of Incorporation <input checked="" type="checkbox"/> State License(s) <input checked="" type="checkbox"/> Licensed Professional (DBPR) <input checked="" type="checkbox"/> Copy of Lease (Commercial Only) <input checked="" type="checkbox"/> Property owner's written permission (If Renting)	<b>Business Tax License Requirements</b> <ul style="list-style-type: none"> <li>The Business Tax License year is from October 1<sup>st</sup> through September 30<sup>th</sup>. A delinquency penalty will be assessed if license is not renewed prior to September 30<sup>th</sup>. Quarterly rates will apply after December 31<sup>st</sup> for businesses <u>NEW</u> to the city only.</li> <li>Businesses which require a State License or Health Department approval will have to provide copies of those approvals <u>PRIOR</u> to the issuance of a license.</li> <li>If a Business is incorporated, a copy of the letter from the State of Florida or the Articles of Incorporation must be provided. If a Business is <u>NOT</u> incorporated and uses a name other than their given first and last name, they must file a Fictitious Name Notice with the State of Florida. A copy of the current fictitious name registration, issued by the Division of Corporations of the Department of State, will have to be provided <u>PRIOR</u> to the issuance of a license.</li> <li>To review all licensing requirements, please review our City Code, Chap.28, Art. IV on Municode at: <a href="http://library.municode.com/index.aspx?clientId=19961&amp;statedID=9&amp;statedname=Florida">http://library.municode.com/index.aspx?clientId=19961&amp;statedID=9&amp;statedname=Florida</a>.</li> <li>An Orange County Business Tax Receipt will have to be obtained <u>AFTER</u> you have been issued the Belle Isle license. They are located at 201 S. Rosalind Avenue, Orlando, FL and can be reached at 407-836-5650.</li> </ul>	<b>Certification:</b> I certify that the information contained here and correct to the best of my knowledge and if any portion is found to be misrepresented, such fact may be just cause for immediate revocation of any license issued. It is further understood that this license is a privilege of engaging in the business profession shown and <u>ONLY</u> at the location shown here on and that I will comply with the Code of the City of Belle Isle. Failure to correct conditions on the premises that are in violation of the Code or to notify the Business Tax License Office will result in revocation of said license. It is further understood that it may take 2 to 30 days for the City of Belle Isle to process an application. I understand that my business cannot be opened until I have the expressed approval of the City of Belle Isle. Said approval shall be by 1) Issuance of an Official Business Tax License <u>AND</u> 2) by having paid the required Business Tax License. I understand that opening a business without approval and having not paid my Business Tax License tax <u>WILL</u> result in an additional penalty as required in Ordinance 04-02.

Has any applicant ever been convicted of a felony or misdemeanor?  Yes  No If yes, which jurisdiction?

Hours of operation: \_\_\_\_\_ am/pm Days of Operation \_\_\_\_\_  How many parking spaces do you

have \_\_\_\_\_

Restaurant seating capacity 40  Day Care/Nursery capacity \_\_\_\_\_

Beauty/Nail/Barber # of stations \_\_\_\_\_

Health Spa/Gym/Club square footage \_\_\_\_\_  Merchant/Manufacturer # of employees \_\_\_\_\_

Nursery # of trees/plants \_\_\_\_\_  Hospital/Nursing # of rooms \_\_\_\_\_

#90220

Hotel # of rooms NIL
 # of coin-operated Machines NIL  
 # of Arcade games NIL
 Other NIL  
 If in Shopping Center List Name NIL
 When does your lease expire \_\_\_\_\_  
 Will Alcohol be sold?  Yes  No If yes, please attach DBPR ABT-6001.  Number of 2 COP  
 Employee Requi (Rick) Flohrat ready submitted digitally  
 Will you be selling, displaying or storing goods or merchandise on property?  Yes  No If yes, \_\_\_\_\_

A (please initial) Annual Renewal Notices will be sent via email. It is the applicant's responsibility to provide the most current email address. Late Fees will not be waived if renewal payment is received after October 1.

requiflohr@gmail.com Attorney AE 

Name Title Signature

FOR OFFICE USE ONLY:  
FORMB4 - Updated 08/2020 \$ \_\_\_\_\_

Rec'd By Fee Date Paid Check/Cash License #



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## Detail by Entity Name

Florida Limited Liability Company  
LECHONERA SAJOMA LLC.

### Filing Information

<b>Document Number</b>	L19000071653
<b>FEVEIN Number</b>	83-3923066
<b>Date Filed</b>	03/13/2019
<b>Effective Date</b>	03/14/2019
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	12/12/2019
<b>Event Effective Date</b>	NONE

### Principal Address

1919 MCCOY RD.  
ORLANDO, FL 32809

### Mailing Address

2180 MALLARD CREEK CIRCLE  
KISSIMMEE, FL 34743

### Registered Agent Name & Address

TEJADA, JUAN  
1919 MCCOY RD.  
ORLANDO, FL 32809

Name Changed: 12/12/2019

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

TEJADA, JUAN  
452 U.S. HIGHWAY 17-92 N.  
HAINES CITY, FL 33844

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2020	04/22/2020



90220

**LEASE AGREEMENT**  
(#105 - 1919 McCoy Rd., Orlando, FL 32809)

This lease ("Lease") is entered into between Space Coast Petro Distributor, Inc., hereinafter referred to as "Lessor", and Alex Estévez, Lidia Estévez, and Juan Tejada, who are joining in individually and collectively to guarantee the performance of Lechonera Sajoma LLC, a Florida limited liability company, hereinafter referred to as "Lessee," whose business address is \_\_\_\_\_.

The parties agree as follows:

1. **PROPERTY:** The property which is the subject matter of this Lease is described as follows:  
  
The property known as 1919 McCoy Rd., Orlando, FL 32809 being the entire all of the improved area and building, situated in County of Orange.
2. **TERM:** The term of this Lease shall be for a period of five (5) years commencing on March 8, 2019 and terminating on March 8, 2024. The Lessee is also granted one (1) five (5) Year option, with \$6,000.00 base rent for the initial first year of the option term and three and one half percent (3.5%) increases per annum thereafter. So long as Lessee is not in default and provides Lessor notice in writing 90 days in advance.
3. **RENT:** The Lessee agrees to pay rent for the term of this Lease in monthly payments in advance, beginning on the date of commencement of this Lease term, and on the 1st day of each month thereafter during the term, at the rates hereafter set forth. In addition to rent, the Lessee agrees to pay all sales, use, and other tax imposed thereon by the State of Florida or any other governmental authority.
  - (a) Lessor will waive rent for four (4) months beginning March 8, 2019. Rent will commence on the first day of opening, or June 8, 2019, whichever is earlier.
  - (b) For the first year rent shall be \$3,500 per mo., plus sales tax. Rent for the second year shall be \$4,000 per mo. plus sales tax. Rent for the third year shall be \$4,500 per mo., plus sales tax. Rent for the fourth year shall be \$5,000 per mo., plus sales tax. Rent for the fifth year shall be \$5,500 per mo., plus sales tax.
  - (c) This lease shall be triple-net and Lessee is responsible for all insurance, taxes, and maintenance to the lease property. The property taxes will be billed proportionately with the monthly rental.
  - (d) In the event that any payment of rent or any other charge required to be paid by Lessee under the provisions of this Lease, shall not be paid within ten (10) days of the due date, Lessee shall pay to Lessor a late charge of 5% of the rent; if twenty (20) days late, the late charge shall be 10% of the rent; and such late charge shall be deemed "rent" for all purposes under this Lease.
  - (e) If any check is dishonored by Lessee's bank for any reason whatsoever, Lessor may, without waiving any other available remedy, require that all subsequent rent payments be made in cash, certified funds or money order. Once this requirement is communicated in writing to Lessee, any further attempt to pay rent other than by cash, certified funds or money order shall be a nullity, and shall not constitute payment of or tender of rent to Lessor.
  - (f) In the event any check is dishonored, Lessee shall pay a \$50.00 handling charge and all bank fees imposed for the dishonored check. This shall be in addition to any late fees imposed.
  - (g) At signing Lessee will pay the first month rent with the estimated monthly property tax, and sales tax, and the security deposit mentioned in Paragraph 4.

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Restaurant Lease Agreement

Lessor [Signature]  
Lessee [Signature]

4. **SECURITY DEPOSIT:** Lessee shall pay to Lessor, at the time of execution of this Lease, the sum of \$5000.00 as a security deposit, which shall be held by the Lessor during the term of this Lease. Lessor shall not be required to pay interest on said security deposit nor segregate the same from Lessor's other funds. The Lessor shall be entitled to utilize said security deposit as follows:

- (a) Apply the same for any default in the payment of rent required hereunder.
- (b) Apply the same for any claim, damage, or other charge on the leased premises for which the Lessee is liable.
- (c) If the Lessor applies any portion of said security deposit prior to the expiration of the term, and this Lease remains in effect, the Lessee shall immediately replenish the amount of the security deposit.
- (d) At the expiration of the term of this Lease, if no sums are due the Lessor and the Lessee surrenders the premises in the same condition as said premises are at the commencement of this term, reasonable wear and tear excepted, the Lessee shall be entitled to a refund of said security deposit.

5. **USE OF LEASED PREMISES:** The Lessee may use said leased premises solely as a "La Lechonera cuisine styled restaurant" and no other use shall be allowed without consent of Lessor. Lessee will not engage in the sale of any items customarily found in a convenience store or gas station. No additional or other items may be sold on premises without prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Lessee will not engage in the sale of motor fuels from the property.

The Lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the leased premises or any part thereof or store inflammables or explosives in any part thereof.

Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or the building and grounds of which the leased premises may be a part or with respect to the suitability of same for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration, or improvement to the leased premises except as provided in this Lease. The acceptance of possession of the leased premises by Lessee at the commencement of this Lease term shall conclusively establish that the leased premises and said building were at such time in satisfactory condition.

Lessee shall not do or permit anything to be done in or about the leased premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the building of which the leased premises may be a part or any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said leased premises or said building or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used or sold in or about the leased premises any articles which may be prohibited by a standard form policy of fire insurance.

Lessee shall not use the leased premises or permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may be hereafter be enacted or promulgated. Lessee shall at Lessee's own cost take all necessary steps to cause and ensure such compliance from time to time.

Lessee shall not cause or allow any nuisance on the premises, shall not operate any radio, loudspeaker or other device in a manner which disturbs other occupants, and shall not penetrate or modify the exterior of the building in any way without written consent of the Lessor.

Lessor may promulgate other reasonable rules and regulations from time to time as necessary for proper operation of the premises.

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Restaurant Lease Agreement

Lessor Y  
Lessee ARLE J.T.



6. **UTILITIES:** The Lessee shall be responsible for the payment of all utilities used by Lessee on the leased premises, specifically including but not limited to electricity, telephone, cable, water, and sewer. The Lessee shall be responsible for the payment of all charges for such services and will not permit any liens to be suffered against the property for such services.

7. **INSURANCE:** The Lessee shall be responsible for continuously providing public liability insurance for the Lessee's intended use of said leased property and any equipment used thereon in limits of liability of \$1,000,000.00, naming the Lessor as additional insured thereon. Insurance policy must include fire legal liability coverage. The property will be insured with minimum coverage of \$1,000,000.00 for the building and canopy. A certificate of such insurance with the premiums paid in advance shall be furnished to Lessor at the commencement of the term hereof. Lessee shall insure all of Lessee's property against risk of loss, and waives any claim whatsoever against Lessor therefor. All insurance required hereunder shall be issued by companies licensed to do business in Florida and acceptable to Lessor, and shall be primary and not contributory regarding any policy of insurance maintained by Lessor. Lessee's insurance policy shall carry a clause or endorsement prohibiting termination or material amendment without at least fifteen (15) days' notice to Lessor. Lessee shall have the right to carry the insurance provided for in this Paragraph, or any portion of such insurance, under a blanket or comprehensive all-risks policy. Each party waives the right of subrogation as to the other party to the extent such loss or damage is covered under any policy in force. Lessee is to also maintain its own contents policy. Said amounts are minimum requirements of Lessor, and Lessee should determine on its own the actual amount of insurance it requires.

8. **INDEMNIFICATION:** The Lessee agrees to indemnify and hold the Lessor harmless for any loss, injury, or damage to the leased premises, during the term of this Lease. Lessee further agrees to indemnify and hold the Lessor harmless from any injury or loss to third persons arising out of the Lessee's use of said property.

9. **ALTERATIONS:** The Lessee shall not make any alterations or improvements to the leased premises without the Lessor's specific prior written consent, which shall not be unreasonably withheld, and shall not contract for any goods or services in the name of the Lessor. Any alterations or improvements shall become a part of the real property, and unless Lessor agrees otherwise in writing at the time approval is sought, shall remain upon termination of the Lease. Personal property, business and trade fixtures, and moveable partitions shall remain the property of the Lessee and may be removed by Lessee provided Lessee is not in default hereunder. Lessee shall have the right to display on and about the leased premises only such signs, advertisements, notices and lettering as shall be approved by the Lessor, and which shall at all times conform to applicable regulations.

Lessee shall at all times ensure that any alteration of the premises is in conformity with all applicable laws and ordinances, including but not limited to the Americans with Disabilities Act.

Lessee shall not cause or allow the imposition of any lien against the property, and should same occur Lessee shall cause same to be paid or bonded off within twenty (20) days after imposition. Failure to do so shall be a material breach of this Lease.

10. **MAINTENANCE; OPERATIONS:** The parties agree that the Lessor shall not have any maintenance, replacement or repair responsibility whatsoever regarding the Leased Premises. The Lessee shall be responsible for all maintenance, repair and replacement regarding the Leased Premises, without limitation. Nothing herein shall be construed as Lessor having any maintenance, repair or replacement obligations whatsoever, the overriding intent being that this is a triple-net lease.

The Lessee shall, at the expiration of the term, or any extension thereof, peaceably yield up to the Lessor the Leased Premises and all additions, improvements, and alterations made upon the same by the Lessee, in as good repair in all respects, and reasonable wear and tear excepted.

Lessee has inspected and agrees to accept the Leased Premises and appurtenances thereof, including but not limited to the sprinkler, if any, HVAC, water and sewer systems, electrical fixtures, plumbing, plumbing fixtures and equipment, in existing "as is" condition, and shall maintain and repair (and replace as needed) same in good condition through the term of this Lease and any extensions thereof. At all times during the term, the Lessee shall maintain and keep in force at Lessee's expense a service and maintenance contract for the heating, ventilating and air

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Lessor

Lessee

*[Handwritten signatures]*  
A. K. E. J. T.

conditioning systems provided for the Leased Premises. Such contracts shall be with a professional HVAC servicing and maintenance contractor, and shall at all times be subject to approval by the Lessor. Should such contractor fail to perform satisfactory service or maintenance, the Lessor shall have the right in Lessor's discretion to require the Lessee to terminate the existing contract, in which event the Lessee forthwith shall engage another contractor approved by the Lessor. Lessee shall be liable for any damage or injury which may be caused by or resulting from the Lessee's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by the Lessee.

The Lessee shall perform pest extermination(s) at its expense promptly as needed, and will use a licensed exterminating firm exclusively for this purpose.

The Lessee shall use the plumbing and electrical systems in the Leased Premises only for their intended purpose, and shall not place or permit its customers or invitee to place therein any oils, grease, caustic, acid, corrosive or concentrated substances or objects which are likely to cause damage to the plumbing systems, or cause them to fail in whole or part. Should the Lessee violate this covenant, in addition to other remedies, the Lessee shall be liable to the Lessor for the full cost of cleaning, repairing or rebuilding the plumbing systems, which amount(s) shall be payable as additional rent hereunder.

In the event the Lessee receives written consent to penetrate the roof or any wall of the Leased Premises, the Lessee shall be solely responsible for any damage which may be caused by or result from such penetration.

Lessee shall, at Lessee's expense, replace promptly any and all plate or other glass in the Leased Premises which may become damaged or broken, with glass of the same kind and quality.

Lessee shall install shutters or storm protection in all events where circumstances could bring damage to the Leased Premises, and/or when otherwise directed by Lessor.

In the event of suspected mold or mold conditions at the Leased Premises, Lessee, at its sole cost and expense, shall promptly cause an inspection of the Leased Premises to be conducted to determine if mold or mold conditions are present at the Leased Premises, and shall (i) notify Lessor in writing, at least five (5) business days prior to the inspection, of the date on which the inspection shall occur, and which portion of the Leased Premises shall be subject to the inspection; (ii) retain an industrial hygienist certified by the American Board of Industrial Hygienists ("CIH") or an otherwise qualified mold consultant (generally, "Mold Inspector") to conduct the inspection; and (iii) cause such Mold inspector to:

- (a) Obtain and maintain errors and omissions insurance coverage with terms and limits customarily maintained by Mold Inspectors, adding Lessor as an additional insured with respect to Lessor's vicarious liability, and provide to Lessor evidence of such coverage and a copy of the endorsement granting Lessor additional insured status;
- (b) Perform the inspection in a manner that is strictly confidential and consistent with the duty of care exercised by a Mold Inspector; and
- (c) Prepare an inspection report, keep the results of the inspection report confidential, and promptly provide a copy to Lessor.

In the event the Inspection, as required above, determines that mold or mold conditions are present at the Leased Premises, then Lessee, at its sole cost and expense, shall promptly: (i) hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or mold conditions at the Leased Premises; (ii) send Lessor a copy of the remediation plan, at least five (5) business days prior to the initiation of the mold remediation; and (iii) notify, in accordance with any applicable state or local health or safety requirements, its employees as well as occupants and visitors of the Premises of the nature, location, and schedule for the planned mold remediation. All mold remediation shall be conducted in accordance with the relevant provisions of the document Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, March 2001 ("EPA Guidelines"), published by the U.S. Environmental Protection Agency, as may be amended or revised from time to

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Restaurant Lease Agreement

Lessor *[Signature]*  
Lessee *[Signature]* J.T.

time, and any other applicable, legally binding federal, state, or local laws, regulatory standards, or guidelines, including local permitting and zoning. At the conclusion of the mold remediation, Lessee shall provide Lessor with a draft of the mold remediation report and give Lessor a reasonable opportunity to review and comment thereon, and when such report is finalized, promptly provide Lessor with a copy of the final remediation report.

Tenant acknowledges and agrees that Lessor shall have a reasonable opportunity to inspect the remediated portion of the Leased Premises after the conclusion of the mold remediation. If the results of Lessor's inspection indicate that the remediation does not comply with the final remediation report, or any other applicable federal, state, or local laws, regulatory standards or guidelines, including, without limitation, the EPA Guidelines, then Lessee, at its sole cost and expense shall immediately take all further action necessary to ensure such compliance.

The foregoing covenants and indemnity shall survive the expiration or any termination of this Lease.

11. **SECURITY INTEREST:** Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code in all of Lessee's equipment, furniture, fixtures, goods and property in, on or about the leased premises. Said security interest shall secure to Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of this Lease. Lessee hereby agrees to execute, upon request of the Lessor, such financing statements as may be required under the provisions of the Uniform Commercial Code to perfect a security interest in Lessee's equipment, furniture, fixtures, goods, and property. In the event of default, Lessor shall have the right to proceed, as a secured party under the provisions of the Uniform Commercial Code, against the goods in which Lessor has been granted a security interest pursuant to the paragraph.

12. **RISK OF LOSS:** Any property of any kind of the Lessee located or stored in the leased premises during the term of the Lease, or any extension thereof, shall be at the sole risk of Lessee.

13. **SUBORDINATION; ATTORNMENT:**

Lessee agrees that:

(a) Except as hereinafter provided, this Lease is, and all of Lessee's rights hereunder are and shall always be, subject and subordinate to any mortgage ("Mortgage") secured by the leased premises; and

(b) If the holder of any Mortgage or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so require, Lessee will attorn to, and recognize such mortgagee or purchaser, as the case may be, as Lessor under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease; and

(c) That the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such mortgagee or purchaser. If Lessor or any mortgagee or purchaser desire confirmation of such subordination, Lessee upon written request, and from time to time, will execute and deliver without charge and in form satisfactory to Lessor, the mortgagee or the purchaser all instruments and documents that may be requested to acknowledge such subordination in recordable form. Delivery shall be made within ten (10) days of written request.

14. **EXECUTION OF ESTOPPEL CERTIFICATE:** At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee within ten (10) days of the date of such written request agrees to execute and deliver to Lessor and/or such mortgagee, without charge and in a form satisfactory to Lessor and/or such mortgagee, a written statement:

(a) Ratifying this Lease;

(b) Confirming the commencement and expiration date of the term of this Lease;

(c) Certifying that Lessee is in occupancy of the premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated;

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Restaurant Lease Agreement

Lessor [Signature]  
Lessee [Signature]

- (d) Certifying that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied and performed except as shall be stated;
- (e) Certifying that Lessor is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Lessor or stating the defaults and/or defenses claimed by Lessee;
- (f) Reciting the amount of advance rent, if any, paid by Lessee and the date to which such rent has been paid.
- (g) Reciting the amount of security deposited with Lessor, if any; and
- (h) Any other information which Lessor or the mortgagee shall require.

15. **FAILURE TO EXECUTE ESTOPPEL CERTIFICATE:** The failure of Lessee to execute, acknowledge and deliver to Lessor and/or any mortgagee a statement in accordance with the provisions of Paragraph 13 or 14 above within the said **ten (10)** day period shall constitute acknowledgment by Lessee (which may be relied upon by any person holding or intending to acquire any interest whatsoever in the premises) that this Lease had not been assigned, amended, changed, or modified, is in full force and effect and that the rent has been duly and fully paid not beyond the respective due dates immediately preceding the date of the request of such statement, and shall constitute as to any persons entitled to rely on such statements a waiver of any defaults by Lessor or defenses or offsets against the enforcement of this Lease by Lessor which may exist prior to the date of the written request; and Lessor at its option, may treat such failure as a deliberate event of default. Further, in the event Lessee fails to execute and deliver the instruments and documents as provided for in paragraph 13 or 14 within **ten (10)** days after request in writing by Lessor or such mortgagee or purchaser, as the case may be, Lessee does hereby make, constitute and appoint Lessor or such mortgagee or purchaser, as the case may be, as Lessee's attorney-in-fact empowered in its name, place and stead to do so. The aforesaid power of attorney is given as coupled with an interest and is irrevocable.

16. **DEFAULT:** If the Lessee defaults in any payment required under the terms of this Lease, and fails to cure same within five (5) days after written notice, or defaults in any other of the terms and conditions of this Lease and fails to cure same within twenty (20) days after written notice, the Lessor shall be entitled to the following cumulative remedies:

- (a) Lessor may terminate this Lease at Lessor's option, and hold Lessee responsible for all damages recoverable.
- (b) Lessor may retake the premises on Lessee's account, holding lessee responsible for all payments or damages due hereunder.
- (c) The Lessor may institute an action for eviction against the Lessee.
- (d) The Lessor shall be entitled to injunctive relief to enjoin any of the Lessee's violations of the terms of this Lease.
- (e) The Lessor shall be entitled to a lien against any property of the Lessee located on the leased premises.
- (f) The Lessor may apply all or any portion of the Lessee's security deposit to monies owed to Lessor.
- (g) The Lessor may accelerate any and all payments due hereunder, for rent or otherwise, and the same shall be immediately due and payable.
- (h) All of the foregoing remedies shall be in addition to any other remedies available at law or in equity. In the event Lessor retakes possession, unless Lessor advises Lessee in writing otherwise, it shall be

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Restaurant Lease Agreement

Lessor *[Signature]*  
Lessee *[Signature]*



entitled to, and shall receive the award or payment therefor, and the Lessee shall assign, and does hereby assign and transfer to the Lessor such award or payment as may be made therefor, and in no event and under no circumstances shall the Lessee be entitled to receive or retain any award or payment of any part thereof. This Lease shall, as to the part so taken terminate as of the date title shall vest in the condemnor, rent shall abate in proportion to the square feet of the leased space taken or condemned.

25. **RETURN CONDITION:** Upon the expiration or earlier termination of this Lease, Lessee shall surrender the leased premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted, and shall promptly remove or cause to be removed at Lessee's expense from the leased premises any signs, notices and displays placed by Lessee.

Lessee agrees to repair any damage to the leased premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, or furniture, all at Lessee's sole cost and expense. Lessee shall indemnify the Lessor against any loss or liability resulting from delay by Lessee in so surrendering the leased premises, including without limitation any claims made by any succeeding Lessee founded on such delay.

In the event Lessee fails to maintain the leased premises in good order, condition and repair, Lessor shall give Lessee notice to do such acts as are reasonably required to so maintain the leased premises. In the event Lessee fails to promptly commence such work and diligently prosecute it to completion, in addition to any other remedies, then Lessor shall have the right to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Lessor shall be paid by Lessee promptly after demand with interest at eighteen percent (18%) per annum from the date of such work.

26. **LEASE CONTAINS ALL AGREEMENTS:** The parties hereto acknowledge and agree (i) that they have participated in the negotiation of this Lease, and no provision of this Lease shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (ii) that they have had the opportunity to review and analyze this Lease for a sufficient period of time prior to the execution and delivery thereof; (iii) that no representations, warranties, covenants or agreements have been made by or on behalf or relied upon by the parties, in connection with the execution and delivery of this Lease and pertaining to the subject matter of this Lease, other than those that are expressly set forth in this Lease, and all prior statements, representations, warranties, covenants and agreements of the parties, if any, are totally superseded and merged into this Lease; (iv) that all of the terms of this Lease were negotiated at arms-length, and that this Lease was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the others; and that the execution and delivery of this Lease is the free and voluntary act of Lessor and Lessee.

The terms of this Lease may not be changed, modified, waived, discharged or terminated orally, except by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

27. **RADON WARNING - NOTICE TO PROSPECTIVE TENANT:** 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 public health unit. Pursuant to §404.056(8), Florida Statutes.

28. **NO WAIVER:** No assent, express or implied, by Lessor to any breach of any of the Lessee's covenants, or by the Lessee to any breach of the Lessor's covenants, shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.

29. **SIGNS:** During the last sixty (60) days of the Lease term, Lessor may place "For Rent" signs on the leased premises, and at any time Lessor may place "For Sale" signs on the exterior of the Building. Lessee will be responsible for maintenance and repair of its own sign.

#105 Lechonera Sajoma, LLC.  
Restaurant Lease Agreement

Lessor   
Lessee 

30. **TIME: THE PARTIES STIPULATE AND AGREE THAT, AS A MATERIAL PROVISION OF THIS LEASE, TIME SHALL BE OF THE ESSENCE AS TO PERFORMANCE OF ALL PROVISIONS HEREOF.**

31. **VENUE; REMOVAL; WAIVER OF JURY TRIAL; CHOICE OF LAW:** Venue for any dispute hereunder shall be in the state courts of the Eighteenth Judicial Circuit, Brevard County, Florida. All parties waive any right of removal to Federal court. All parties waive trial by jury as to any dispute arising hereunder. Florida law shall govern any dispute arising hereunder.

32. **RELEASE OF LESSOR FROM LIABILITY:** In the event the Lessor is delayed or prevented from making any repairs, rebuilding or restoration, or furnishing any services or performing any other covenant or duty, whether express herein or implied to be performed on the Lessor's part due to the Lessor's inability of difficulty in obtaining labor, materials necessary therefor or due to strike, lockout, embargo, war, governmental orders or acts of God, or any other cause beyond the Lessor's control, then the Lessor shall not be liable to the Lessee for damages resulting therefrom, nor, except as expressly otherwise provided in connection with casualty losses or condemnation proceedings, shall the lessee be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in the Lessee's favor that such failure constitutes actual or constructive, partial or total, eviction from the leased premises.

Lessee shall not be entitled to any compensation or reduction of rent by reason of inconvenience or loss arising from the necessity of the Lessor's entering the leased premises for any of the purposes authorized in this Lease, or for repairing the leased premises or any portion of the building of which the leased premises are a part.

Lessor shall be under no personal liability with respect to any of the provisions of this Lease and if lessor is in default with respect to its obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the premises for the satisfaction to Lessee's remedies. It is expressly understood and agreed that Lessee's liability under the terms of this Lease shall in no event exceed the amount of Lessor's equity interest in the property.

33. **SEVERABILITY:** If a provision of this Lease is held invalid, it is hereby agreed that all valid provisions that are severable from the invalid provision remain in effect. If a provision in this Lease is held invalid in one or more of its applications, the provision remains in effect in all valid applications.

34. **NO PARTNERSHIP OR JOINT VENTURE:** Neither this Lease, nor any prior agreement if existing, actions or omissions, shall in any respect be interpreted, deemed or construed as making Lessor a partner or joint venturer with Lessee, and Lessee agrees not to make any contrary assertion, contention, claim or counterclaim in any action, suit or other legal proceeding involving Lessor.

35. **BANKRUPTCY OR INSOLVENCY:** If at any time during the term of this Lease, or any extensions thereof, a voluntary case is commenced by the Lessee, or an involuntary case is commenced with respect to the Lessee, under the bankruptcy laws of the United States of America, and such case shall not be dismissed within sixty (60) days from the date of such commencement, then, at the option of the Lessor, the commencement of either such case shall be deemed to constitute a breach of this Lease by the Lessee. The Lessor, at its election, may terminate this Lease in the event of occurrence of any such case by giving not less than five (5) days written notice to the Lessee or to the assignee or to the trustee or to such other person appointed pursuant to an order of court, and thereupon the Lessor may re-enter the leased premises and this Lease shall not be treated as an asset of Lessee's estate. However, the Lessor shall be entitled to exercise all available rights and remedies and to recover from the Lessee all monies that may be due or become due, including damages resulting from the breach of the terms of this Lease by the Lessee.

36. **ABANDONMENT OF PREMISES:** "Abandonment" hereunder shall be deemed to include but shall not be limited to either (a) any vacancy of the leased premises by Lessee for ten (10) consecutive days without Lessor's prior written consent, or (b) non-operation of the Lessee's business in the leased premises for a period of ten (10) consecutive days without Lessor's prior written consent.

In the event of the Lessee's abandonment of the premises, as hereinabove defined, Lessor shall provide Lessee with #105 Lechonera Sajoma, LLC.  
Restaurant Lease Agreement

Lessor MS  
Lessee A.E.J.T.

ten (10) days written notice of Lessor's intention to re-enter and repossess the premises, without recourse to further legal proceedings, unless Lessee objections within said ten (10) day period. Should Lessee not object within the said ten (10) day period, Lessor shall have the absolute right to re-enter the leased premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom, and to be possession of the leased premises, together with all additions, alterations and improvements, to which remedies and acts the Lessee specifically consents. This right shall be cumulative to Lessors remedies set forth herein.

37. **PARKING:** The Lessee shall have the non-exclusive right, in common with any other lessees of the building, to have customer parking in the parking spaces located on the property. If in the opinion of the Lessor it becomes necessary from time to time to prescribe certain sections within the parking lot for use of parking spaces by the Lessee and the Lessee's officers, employees, agents and customers, then in such event the Lessee, upon notice to it from the Lessor, shall use and also require its officers, employees, agents and customers to use only such sections within the parking lot as are prescribed by the Lessor.

38. **ABANDONMENT OF PERSONAL PROPERTY:** Should Lessee fail to remove its personal property upon abandonment, expiration, termination or recovery of possession by the Lessor, then upon such abandonment, expiration, termination or recovery of possession and after ten (10) days written notice to Lessee to remove its property, all personal property of any nature then remaining on the premises shall be deemed abandoned and title thereto shall vest exclusively in the Lessor. Lessor may thereafter remove and dispose of or liquidate said personal property as Lessor may deem proper in its sole and absolute discretion; provided, however, the proceeds of any sale or liquidation of such property shall be applied first to reduce any sums owed by Lessee to Lessor, including storage costs, attorney's fees and any other expenses incurred by Lessor resulting from such abandonment and any sums remaining shall be returned to Lessee. Lessee hereby waives and agrees to indemnify and hold Lessor harmless from any claim of loss or damage arising from Lessor's dealing with Lessee's property pursuant to the terms of this paragraph.

39. **DISCLOSURE OF LEASE TERMS:** Lessee shall not divulge without the permission of Lessor the terms and conditions of this Lease.

40. **TANGIBLE PERSONAL PROPERTY and REAL ESTATE TAXES:** Lessee will be responsible to pay 100% of the real estate and tangible personal property tax bill associated with this site.

41. **BUILD OUT OF RETAIL SPACE:** Lessee understands that any improvement attached to the building will remain at the lease termination. Lessee will complete its own build-out at its' cost, but must provide Lessor with its plans before construction for approval.

**BY SIGNING THIS RENTAL AGREEMENT THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY.**

*Signatures, Witnesses and, Addendum to Lease Immediately Follow*

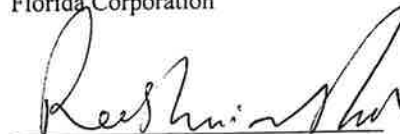



IN WITNESS WHEREOF, the parties have executed this Lease this \_\_\_ day of March, 2019.

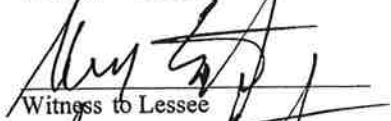
Witnesses as to Lessor (two required)

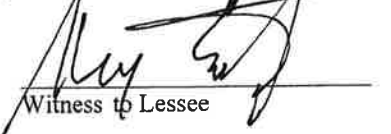
  
\_\_\_\_\_

**LESSOR:**  
Space Coast Petro Distributor, Inc., a  
Florida Corporation

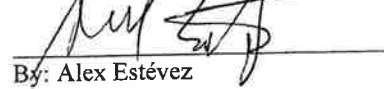
  
Rashmi Shah, Director, Secretary


  
Witness to Lessee


  
Witness to Lessee

  
Witness to Lessee

**LESSEE:**  
Lechonera Sajoma, LLC.

  
By: Alex Estévez  
As its \_\_\_\_\_

  
By: Lidia Estévez  
As its \_\_\_\_\_

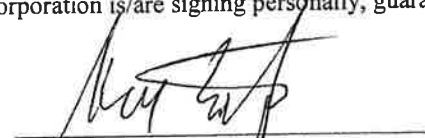
  
By: Juan Tejada  
As its \_\_\_\_\_

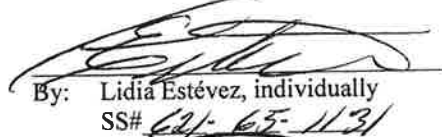
To induce Lessor to enter into this Lease the Principles of the Corporation is/are signing personally, guaranteeing performance of the lease.


  
Witness to Guarantor

  
Witness to Guarantor

  
Witness to Guarantor

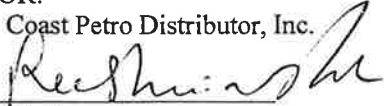
  
By: Alex Estévez, individually  
SS# 087-46-8704

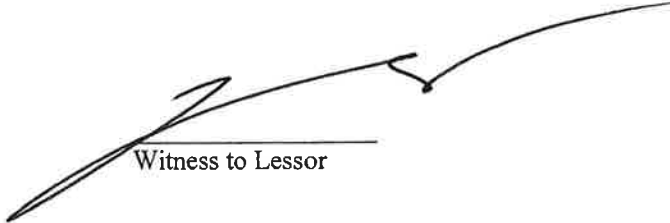
  
By: Lidia Estévez, individually  
SS# 621-65-1131

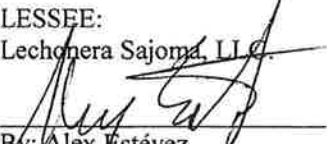


  
By: Juan Tejada, individually  
SS# 089-74-4399

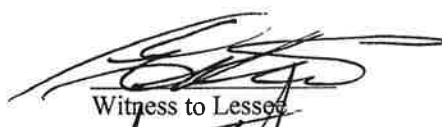
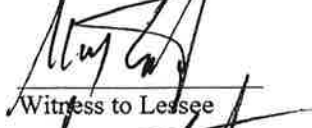
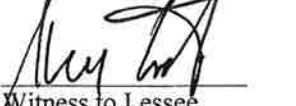
Addendum to Lease Agreement  
Between Space Coast Petro Distributor, Inc and Lechonera Sajoma, LLC.  
Dated March 11, 2019

1. LESSEE has agreed to EFT deposits.
2. LESSEE to pay entirety of 1<sup>st</sup> month's rent plus applicable Triple Net charges upon signing.
3. LESSEE to provide proof of Insurance and fire legal liability.
4. Lessee agrees to properly dispose of any cooking oil and maintain a recycling record. Oil stored on the premises shall be kept out of sight and shall avoid blocking entrances and exits.
5. All licenses and Utilities will be taken in the name of the LESSEE.
6. LESSOR will pay one half (½) of the Property Taxes for months one (1) through nine (9) of the first (1<sup>st</sup>) year of the initial term of the Lease only.
7. LESSEE must place the entirety of the \$5000.00 deposit required of this lease in the form of certified funds.
8. During the term of this Agreement, Lessor shall grant to Lessee the Right of First Refusal to acquire Lessee's interest in the location. Lessor shall have ten (10) calendar days, upon written receipt of said offer, in which to exercise this right.
9. If property is purchased, Lessor will remove underground tanks at its own expense.

LESSOR:  
Space Coast Petro Distributor, Inc.  
  
By: Rashmi Shah  
Its: Director, Secretary

  
Witness to Lessor

LESSEE:  
Lechonera Sajoma, LLC.  
  
By: Alex Estévez  
Its: \_\_\_\_\_ Date 3/8/19  
  
By: Lidia Estévez  
Its: \_\_\_\_\_ Date 3/8/19  
  
By: Juan Tejada  
Its: \_\_\_\_\_ Date 3/8/19

  
Witness to Lessee  
  
Witness to Lessee  
  
Witness to Lessee

AMENDMENT OF OPERATING AGREEMENT  
of  
Lechonera Sajoma, LLC.

AE

This Amendment of The Operating Agreement (the "Agreement") made and entered into this 2ND day of September, 2020 (the "Execution Date"),

BETWEEN:

Alex Estevez of 8341 Narcoossee Road, Apt #6307, Orlando, FL 32837;  
Lidia Altagracia of 8341 Narcoossee Road, Apt #6307, Orlando, FL 32837;

and

Juan Tejada of 452 U.S. Highway 17-92 N, Haines City, FL 33844.

IN CONSIDERATION OF and as a condition of the Members entering into this Amendment to the Operating Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

- (1) That the previous operating agreement entered into by the parties is amended to show Juan Tejada as 100% owner of the Corporation and as registered agent.
- (2) That Juan Tejada will have the sole authority to make all day to day decisions for the Corporation.
- (3) Notwithstanding the above, Alex Estevez and Lidia Altagracia, will have the opportunity to buy back into Lechonera Sajoma, LLC on the following terms/conditions:
  - (a) Alex Estevez and Lidia Altagracia will pay Juan Tejada, \$200,000.00 for 40% interest/share in the corporation;
  - (b) Said amount must be paid within 90 days of execution of this agreement;
  - (c) if the transaction is not completed within 90 days of date of execution of this agreement then the offer is null and void
- (4) Each member consents to attorney Luis Davila Esq. preparing this operating agreement and have had the opportunity to seek independent counsel.


AE

IN WITNESS WHEREOF the members have duly affixed their signatures under hand and seal on this 2ND day of September 2020.

90220

Signed, Sealed, and Delivered  
in the presence of:

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Alex Estevez**


\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

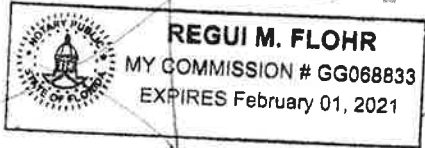
  
\_\_\_\_\_  
**Lidia Altagracia**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Juan Tejada**

\_\_\_\_\_  
Witness

 9-2-20.  
  
**REGUI M. FLOHR**  
MY COMMISSION # GG068833  
EXPIRES February 01, 2021



# CITY OF BELLE ISLE, FLORIDA

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

July 2, 2019

ARCHIVE

Alex Estevez  
Lechonera Sajoma, LLC  
1919 McCoy Road  
Orlando, FL 32809

Re: 1919 McCoy Road Site Plan Approval

Dear Mr. Estevez,

This letter is to inform you that the site plan approval has been granted with conditions for your restaurant at 1919 McCoy Road in Belle Isle, Florida. These conditions are identified below and must be submitted with your building permit application package submitted to Universal Engineering Sciences for staff review and approval prior to any building permit being issued for interior renovations to the building.

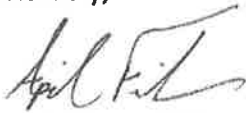
At the June 25, 2019 Planning and Zoning Board meeting, a site plan was approved to allow the proposed restaurant subject to the following conditions:

1. Please remove the employee parking area referenced on the site plan that was submitted to the Planning and Zoning Board and resubmit for staff review with building permit application(s).
2. Prepare a parking lot striping plan to meet the Belle Isle Land Development Code with respect to number of spaces required and submit for staff review with building permit application(s).
3. Prepare a landscaping plan that meets Belle Isle Land Development Code requirements from when the original building was permitted (2004) and submit for staff review with building permit application(s).
4. A separate dumpster permit shall be required as part of the building permit process if the current dumpster facilities are being replaced/changes or do not comply with code; or, the applicant may submit certification that the existing dumpster facilities comply with code.
5. The landscape enhancements shall be maintained by the restaurant.

6. If any additional outside lighting is ever proposed, a lighting plan with foot-candle information shall be required as part of the building permit application process to ensure no light pollution occurs onto adjacent residential properties.
7. A separate sign permit application is required.
8. The business operating hours will be from 7:00 am to 9:00 pm and there will be no sale of alcohol.

**Congratulations on the approval of your site plan with the above conditions. Please let me know if you have any questions.**

Sincerely,



**April Fisher, AICP  
City Planner**

ITEM 5

MEMORANDUM

TO: Planning and Zoning Board

DATE: January 15, 2021

PUBLIC HEARING CASE #2021-01-005 - PURSUANT TO BELLE ISLE CODE SEC. 50-102 (A) (6), (7), AND (D) (1) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A STRUCTURE TO BE LOCATED WITHIN THE REQUIRED SETBACKS FROM THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY, SUBMITTED BY APPLICANT RICHARD ANDERSON, LOCATED AT 3625 WATERS EDGE DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS PARCEL #20-23-30-1678-00-370.

**Background:**

1. On January 6, 2021, on behalf of the homeowner, Richard Anderson submitted a request, application and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, January 16, 2021, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on January 14, 2021.

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

**SAMPLE MOTION TO APPROVE:**

"I move, the criteria of **SEC. 50-102 (A) (6), (7), AND (D) (1) AND SEC. 42-64** of the Belle Isle Land Development Code having been met **TO APPROVE A STRUCTURE TO BE LOCATED WITHIN THE REQUIRED SETBACKS FROM THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY, SUBMITTED BY APPLICANT RICHARD ANDERSON, LOCATED AT 3625 WATERS EDGE DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS PARCEL #20-23-30-1678-00-370.**

**SAMPLE MOTION TO DENY:**

"I move, the justifying criteria of the Belle Isle Land Development Code **SEC. 50-102 (A) (6), (7), AND (D) (1) AND SEC. 42-64, AND SUBSECTIONS: having NOT been met TO DENY A STRUCTURE TO BE LOCATED WITHIN THE REQUIRED SETBACKS FROM THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY, SUBMITTED BY APPLICANT RICHARD ANDERSON, LOCATED AT 3625 WATERS EDGE DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS PARCEL #20-23-30-1678-00-370.**

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

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

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

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



**January 15, 2021**

**Variance Application:** 3625 WATERS EDGE DRIVE

**Applicant Request:** PUBLIC HEARING CASE #2021-01-005 - PURSUANT TO BELLE ISLE CODE SEC. 50-102 (A) (6), (7), AND (D) (1) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO ALLOW A STRUCTURE TO BE LOCATED WITHIN THE REQUIRED SETBACKS FROM THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY, SUBMITTED BY APPLICANT RICHARD ANDERSON, LOCATED AT 3625 WATERS EDGE DRIVE, BELLE ISLE, FL 32812 ALSO KNOWN AS PARCEL #20-23-30-1678-00-370.

**Existing Zoning/Use:** Residential / Single-Family Home

This variance application seeks a variance as identified above. The applicant has provided supporting documentation addressing the variance criteria.

The application requests a variance from the 50-foot building setback from the Normal High Water Elevation (NHWE) for an addition to the primary residence that has already been constructed on the property.

Previously, the area was a porch. Now that it has become part of the primary building structure and enclosed as the kitchen for the house, it must conform to the 50-foot setback or receive a variance to be closer than 50 feet. The patio just beyond the kitchen also has a roof which must conform to the 50-foot setback or receive a variance. Because of these conditions, the necessary variance is 8.31 feet. The porch with the roof is 41.69 feet from the NHWE.

#### Staff Recommendation

Staff provides an evaluation based on the variance criteria for the application below.

**1. Special Conditions and/ or Circumstances (Section 42-64 (1) d):**

The application requests a variance from the 50-foot building setback from the NHWE for an addition that has already been constructed on the property. The special condition with the subject property is that the rear property line is not parallel to the front property line. This results in a portion of the rear yard being closer to the Normal High Water Elevation.

**2. Not Self- Created (Section 42-64 (1) e):**

The request for a variance is not self-created as the property lines



were drawn prior to the property owner seeking to convert the area to a kitchen and covered patio.

3. Minimum Possible Variance (Section 42-64 (1) f):

The requested variance is the minimum possible variance to make reasonable use of the land. The application does not seek to extend the existing development footprint closer to the water for the kitchen and covered patio but because the rear property line is at an angle, the side of the house where the kitchen and covered patio are located is closer to the NHWE and is how the 50-foot setback is encroached.

4. Purpose and Intent (Section 42-64 (1) g):

The requested variance is in harmony with the general purpose and intent of the Land Development Code and therefore is not injurious to the neighborhood, nor detrimental to the public welfare, and will not be contrary to the public interest. This is because the application does not seek to extend an existing footprint closer to the lake.

Staff provides a recommendation to approve the requested variance based on meeting all the above criteria. The Land Development Code provides in Sec. 42-64 (1) h. that unless all criteria are met, a variance should not be approved.

**Additional Notes**

Please note that the Board may approve the proposed variance application as it is presented to them, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application, citing which variance criteria are not met.

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

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

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION

DATE: 1/6/2021  
 VARIANCE  SPECIAL EXCEPTION  OTHER  
APPLICANT: Richard Anderson  
ADDRESS: 732 Cheviot CT  
Apopka, FL 32712  
PHONE: 407-280-1003

P&Z CASE #: 2021-01-005  
DATE OF HEARING: 1/26/2021  
OWNER: Pablo Rosenberg Revocable Trust  
3625 Waters Edge Dr  
Belle Isle, FL 32812  
407-468-7678

PARCEL TAX ID #: 20-23-30-1678-00-370

LAND USE CLASSIFICATION: O131-SFR ZONING DISTRICT: RIA

DETAILED VARIANCE REQUEST: Requesting variance on setback from high water mark on canal front.

SECTION OF CODE VARIANCE REQUESTED ON: 42.64

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

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

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

[Signature]  
APPLICANT'S SIGNATURE

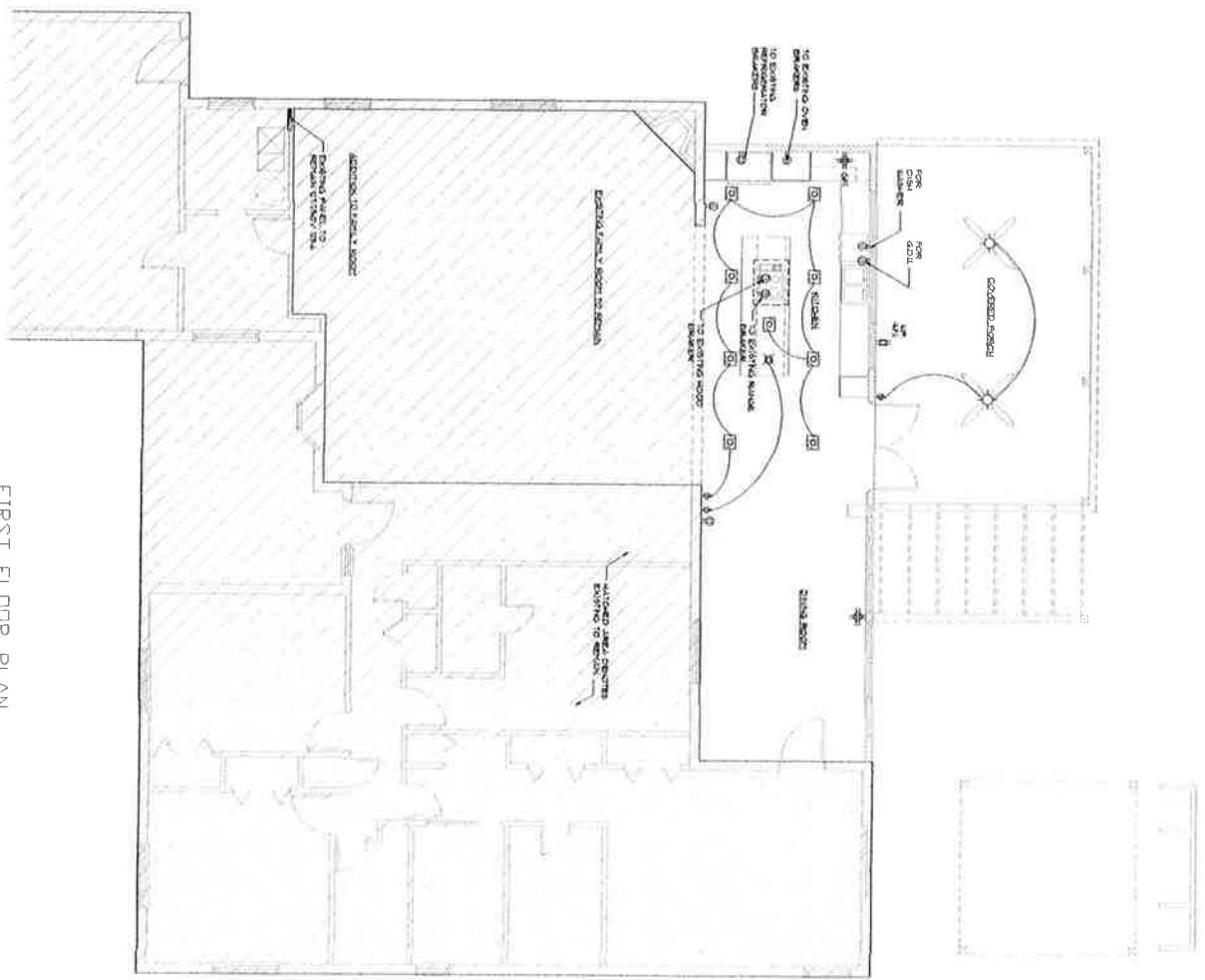
[Signature]  
OWNER'S SIGNATURE

FOR OFFICE USE ONLY:	FEE: \$150.00	<u>1/12</u> Date Paid	<u>2244</u> Check/Cash	<u>HRP</u> Rec'd By
Determination _____				
Appealed to City Council: <input type="checkbox"/> Yes <input type="checkbox"/> No		Council Action: _____		

ELECTRICAL LEGEND		ELECTRICAL LEGEND	
NOTES	SYMBOL	NOTES	SYMBOL
NON-NEC/NEC CODE	⊕	4" ESCALATED	⊕
SCALD WITH SCHEDULE 40S	⊕	CALL TO THE	⊕
INTERFERE	⊕	CONTRACTOR	⊕
CLAD RESIST.	⊕	VERTICAL	⊕
EXTERIOR	⊕	SCHEDULE	⊕
WATER TIGHT	⊕		

**SCOPE OF THE WORK**

1. EXISTING ELECTRICAL PANEL AND WIRING SHALL REMAIN AS NOTED.
2. CIRCUIT BEYOND THE EXISTING PANELS WILL BE REWIRED TO SERVE.
3. ONLY SERVICE CIRCUIT SHALL BE USED FOR NEW LOADS.
4. VERIFY SIZE OF ELECTRICAL SERVICE PANEL LOCATION.



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

SHEET E101 OF 5	DATE	<b>RABITS &amp; ROMANO</b> <b>ARCHITECTURE</b> 5377 S ORANGE AVE. SUITE 101 ORLANDO, FL 32839 TEL: 407-99-0130 FAX: 407-99-0130 info@rabitsromano.com www.rabitsromano.com	PLANNING AND DESIGN 11111 443260024900	ADDITION SINGLE FAMILY RESIDENCE 3625 WATER EDGE DRIVE ORLANDO, FL	ELECTRICAL PLAN	CONTRACTOR NO.	DATE
						CONTRACTOR NO.	DATE



Detailed Variance Request:  
Pablo Rosenberg Revocable Trust  
3625 Waters Edge Drive, Belle Isle

The owner is requesting a variance from the 50' building setback from the Normal High Water Elevation (NHWE). The special condition is that the rear property line is not parallel to the front property line. This results in a portion of the rear yard being closer to the Normal High Water Elevation. Additionally, the canal has created a uniquely configured lot as shown in the maps and survey.

The existing structure has been in place since approximately 2010 without any complaints from the neighbors. It has not had a deleterious effect on the neighborhood. Many of the adjacent homes are as close, and in some cases, closer to the Normal High Water Elevation. I have enclosed photos of the home as well as an overview of the adjacent properties in the neighborhood. Your consideration is greatly appreciated. Please grant this request for variance.

Rosemberg Variance Request – Application Supplement

Special Conditions and/or Circumstances, Section 42-64 (1) d

The special condition to this property is the canal creates a property line that is not parallel to the front property line. The house was placed as close to the front property line as possible. This still creates a problem with a portion of the rear yard being closer to the Normal High Water Elevation.

Not Self-Created, Section 42-64 (1) e

The canal was existing and the property lines were already drawn when the building was purchased.

Minimum Possible Variance, Section 42-64 (1) f

The requested variance is the minimum possible variance to make reasonable use of the land. Because the rear property line is at an angle and the canal bisects the property, is the reason for the encroachment.

Purpose and Intent, Section 42-64 (1) g

The requested variance is in harmony with the general purpose and intent of the code and is not detrimental to the neighbors or neighborhood, public welfare and will not be contrary to public interests.

**RICK SINGH, CFA - ORANGE COUNTY PROPERTY APPRAISER**

- Searches
- Sales Search
- Results
- Property Record Card
- My Favorites

Sign up for e-Notify...

**3625 Waters Edge Dr** < 20-23-30-1678-00-370 >

Parcel(s)  
**Pablo Roseberg Revocable Trust**  
 Physical Street Address  
**3625 Waters Edge Dr**  
 Mailing Address On File  
 Postal City and Zipcode  
**Orlando, FL 32812**  
**C/O Pablo Roseberg Trustee**  
**3625 Waters Edge Dr**  
 Property Use  
**0131 - Sfr - Canal Front**  
**Belle Isle, FL 32812-3513**  
 Municipality  
**Belle Isle**



**View 2020 Property Record Card**

- Property Features
- Values, Exemptions and Taxes
- Sales Analysis
- Location Info
- Market Stats
- Update Information

**Historical Value and Tax Benefits**

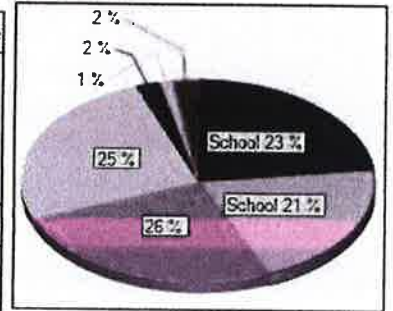
Has Homestead in 2021

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2020	\$225,000	\$224,993	\$24,000 =	\$473,993 (11%)	\$303,695 (2.3%)
2019	\$195,000	\$208,889	\$24,000 =	\$427,889 (7.2%)	\$296,867 (1.9%)
2018	\$170,000	\$205,212	\$24,000 =	\$399,212 (9.2%)	\$291,332 (2.1%)
2017	\$170,000	\$201,559	\$24,000 =	\$395,559	\$285,340

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH Cap	Tax Savings
2020	\$25,000	\$25,000	\$0	\$170,298	\$3,509
2019	\$25,000	\$25,000	\$0	\$131,022	\$2,895
2018	\$25,000	\$25,000	\$0	\$107,880	\$2,529
2017	\$25,000	\$25,000	\$0	\$110,219	\$2,595

**2020 Tax Breakdown**



**2020 Taxable Value and Certified Taxes**

TAX YEAR | 2020 • 2019 • 2018 • 2017

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes %
Public Schools: By State Law (Rle)	\$303,695	\$25,000	\$278,695	3.6090 (-6.53%)	\$1,005.81 23 %
Public Schools: By Local Board	\$303,695	\$25,000	\$278,695	3.2480 (0.00%)	\$905.20 21 %
Orange County (General)	\$303,695	\$50,000	\$253,695	4.4347 (0.00%)	\$1,125.06 26 %
City Of Belle Isle	\$303,695	\$50,000	\$253,695	4.4018 (0.00%)	\$1,116.71 25 %
Library - Operating Budget	\$303,695	\$50,000	\$253,695	0.3748 (0.00%)	\$95.08 2 %
St Johns Water Management District	\$303,695	\$50,000	\$253,695	0.2287 (-5.26%)	\$58.02 1 %
Lake Conway Mstu	\$303,695	\$50,000	\$253,695	0.4107 (0.00%)	\$104.19 2 %
			<b>16.7077</b>		<b>\$4,410.07</b>

**2020 Non-Ad Valorem Assessments**

Levying Authority	Assessment Description	Units	Rate	Assessment
CITY OF BELLE ISLE	BELLE ISLE RES - GARBAGE - (407)851-7730	1.00	\$252.84	\$252.84
CITY OF BELLE ISLE	BELLE ISLE STRM - DRAINAGE - (407)851-7730	1.00	\$120.00	\$120.00
				<b>\$372.84</b>

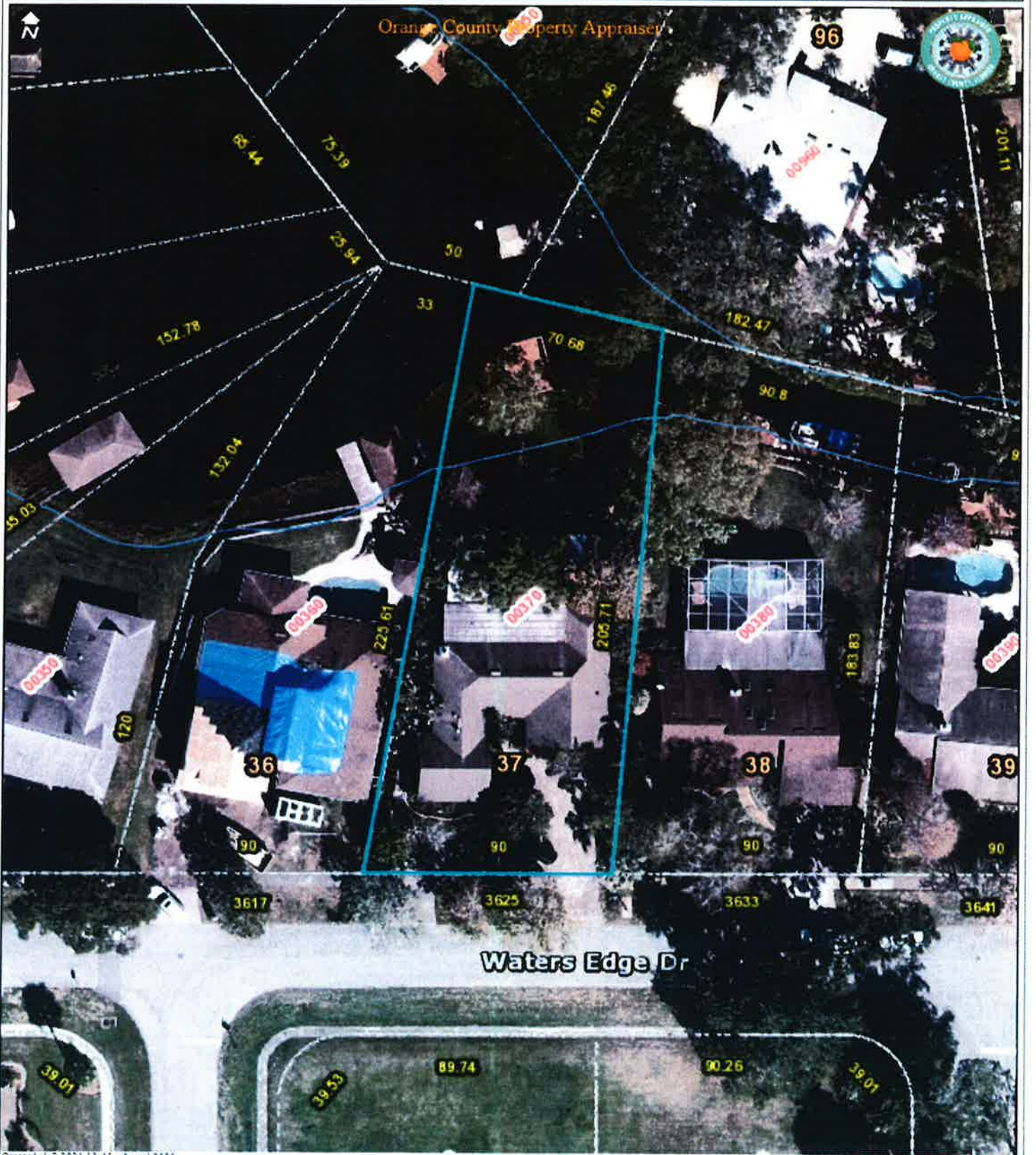
**2020 Gross Tax Total: \$4,782.91**

**2020 Tax Savings Tax Savings**

Your property taxes without exemptions would be: \$7,919.33  
 Your ad-valorem property tax with exemptions is: - \$4,410.07

OCPA Web Map

	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks	6	Lot Number
	Florida Turnpike		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers	00360	Parcel Number
	Interstate 4		Gated Roads		Commercial/Institutional		Hydro		Building	3106	Parcel Address
	Toll Road		Road Under Construction		Governmental/Institutional/Misc.		Waste Land		Block Number	111.9	Parcel Dimension
	Lot Line										



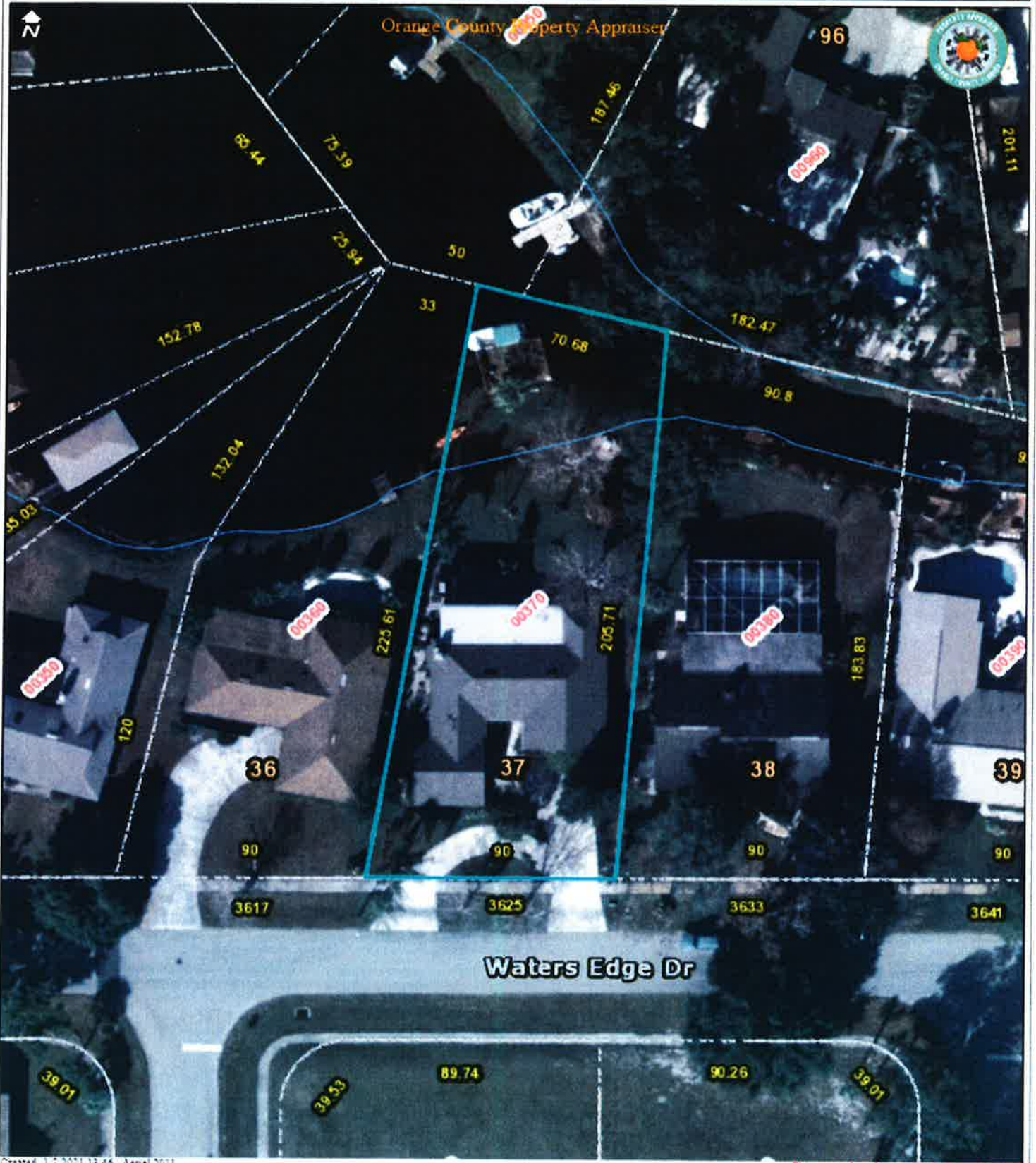
Created: 1/7/2021 13:45 Aerial: 2020

This map is for reference only and is not a survey



OCA Web Map

Major Roads	Proposed Road	Residential	Commercial/Industrial	Parks	6 Lot Number
Florida Turnpike	Public Roads	Agriculture	Vacant Land	Lakes and Rivers	0506.0 Parcel Number
Interstate 4	Gated Roads	Commercial/Institutional	Agricultural Carriage	Building	3106 Parcel Address
Toll Road	Road Under Construction	Governmental/Institutional/Other	Hydro	Block Number	111.9 Parcel Dimension
	Lot Line		Waste Land		

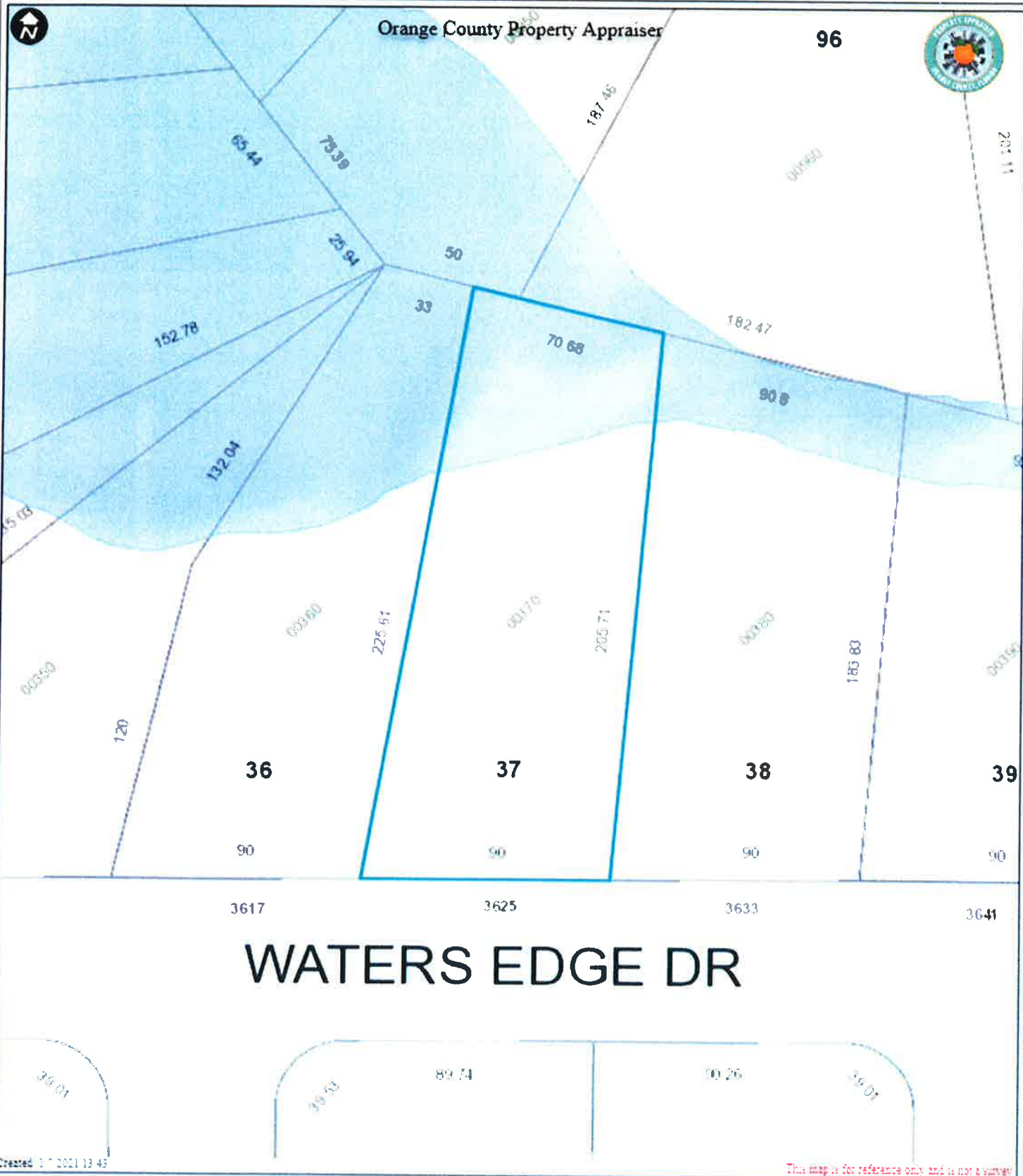


Created: 1/7/2021 13:46 Aerial 2011

This map is for reference only and is not a survey.

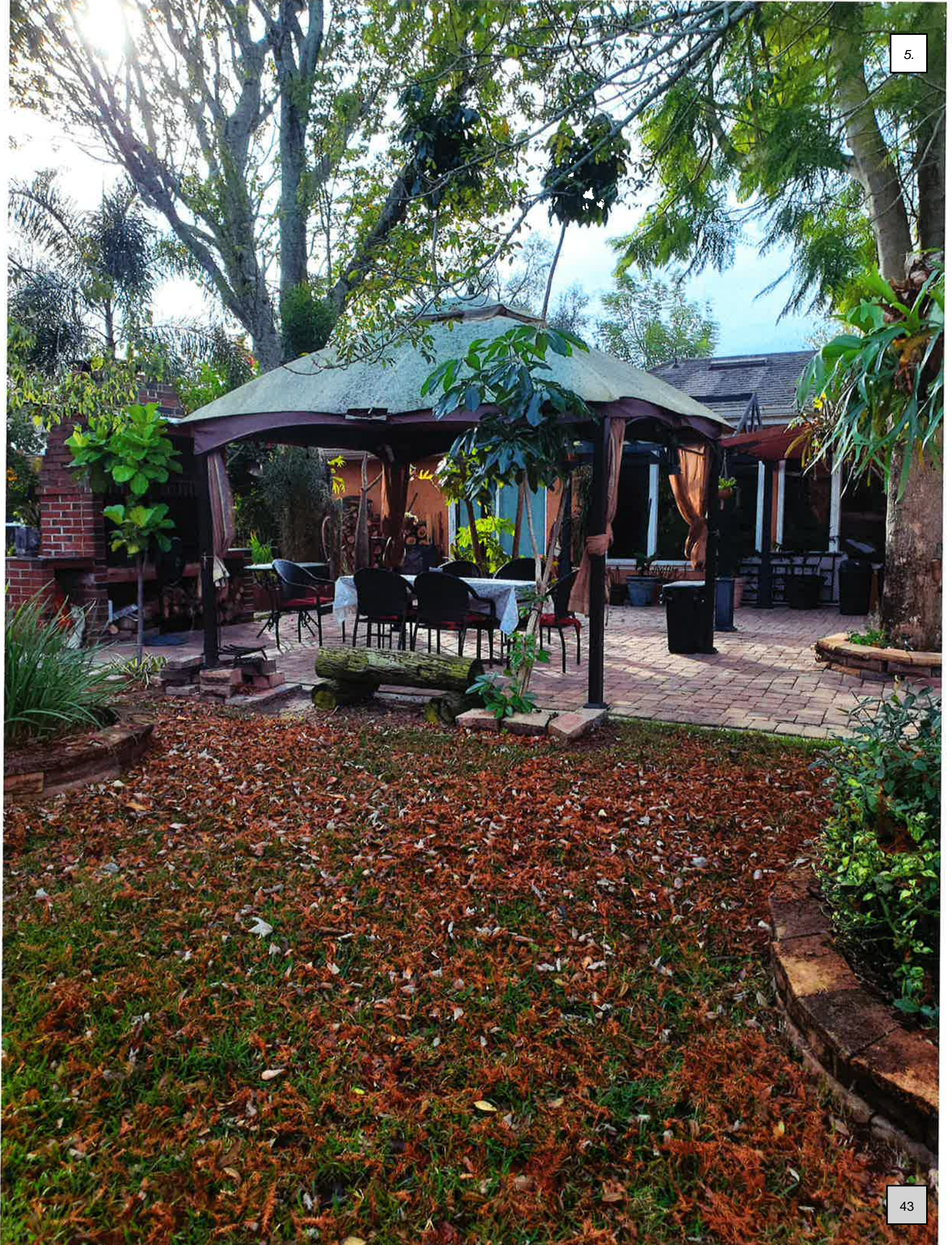
OCA Web Map

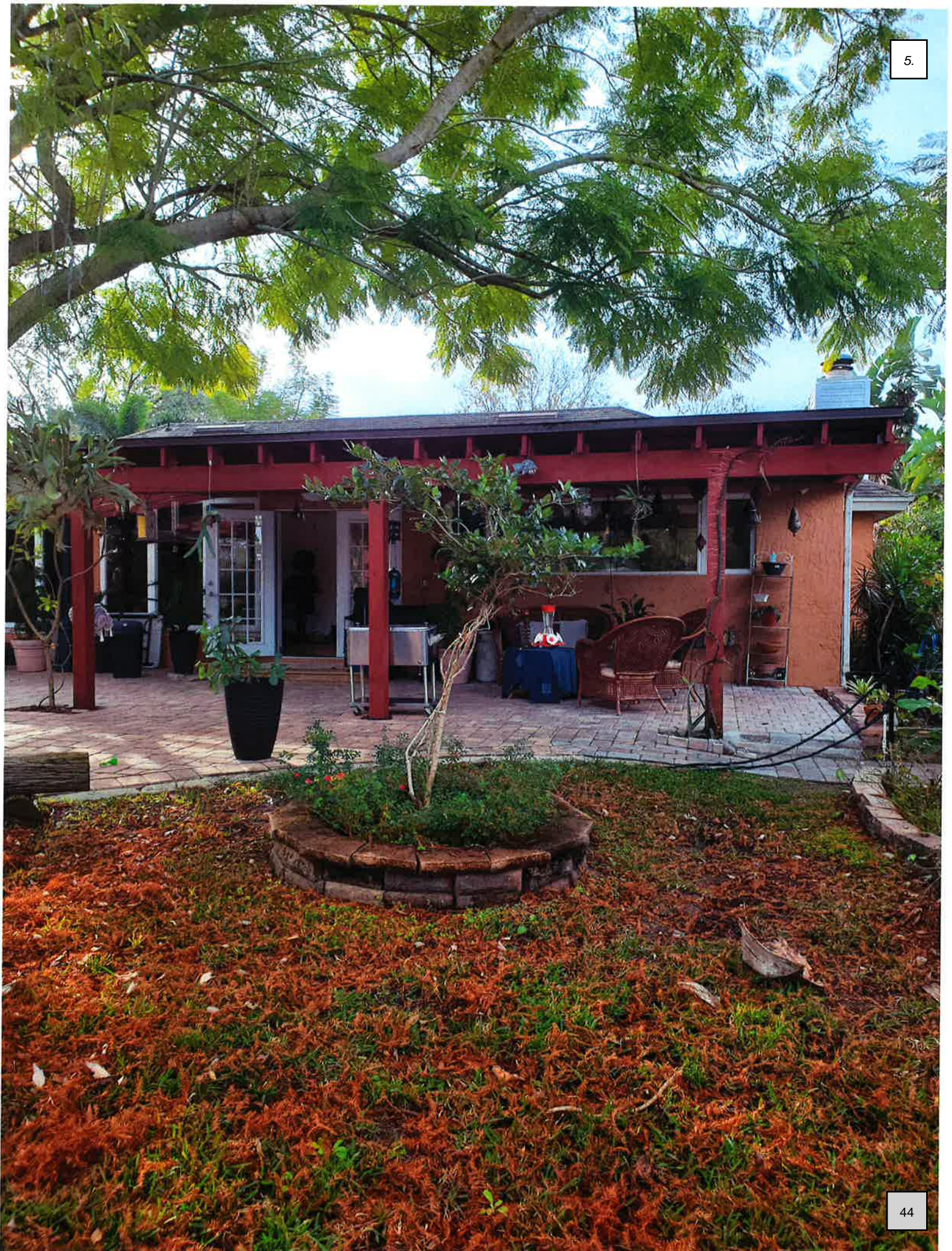
Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	<b>6</b> Lot Number
Florida Turnpike	Brick Road	Agriculture	Agricultural Cartilage	Lakes and Rivers	<b>06060</b> Parcel Number
Interstate 4	Gated Roads	Commercial/Institutional	Hydro	Building	<b>3106</b> Parcel Address
Toll Road	Road Under Construction	Governmental/Institutional/Misc	Waste Land	Block Number	<b>111.9</b> Parcel Dimension
Public Roads	Block Line	Lot Line			

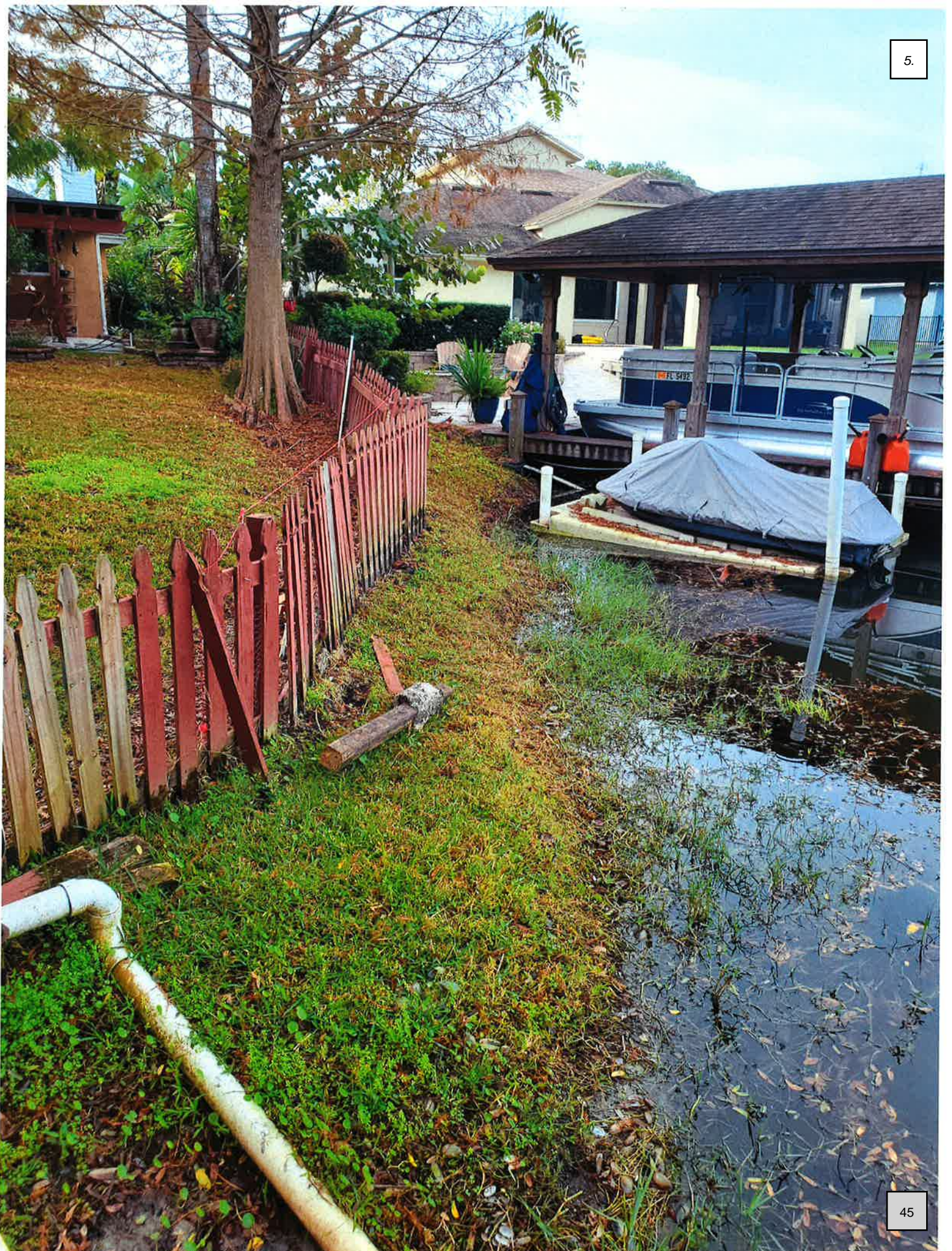


Created 11/2021 13:43

This map is for reference only and is not a survey









LEGAL DESCRIPTION (O.R.B. 10649, PG. 1009)

SURVEYOR'S NOTES:

LOT 37. CONWAY LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 3, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

1. BEARINGS ARE BASED ON THE MONUMENTED NORTH R/W LINE OF WATERS EDGE DRIVE, AS N89°59'34"E, PER PLAT ASSUMED.
2. FIELD SURVEY ACCOMPLISHED WITH A CARLSON CR2 ROBOTIC REFLECTORLESS TOTAL STATION AND CARLSON BRX5 GPS (RTK) ALL TIES ARE DIRECTLY MEASURED OR COMPUTED USING REDUNDANT MEASUREMENTS.
3. ALL BOUNDARY DIMENSIONS AS PER PLAT UNLESS OTHERWISE NOTED.
4. SURVEY PERFORMED IN THE FIELD ON DECEMBER 08, 2020.
5. SURVEYOR WAS NOT PROVIDED A COPY OF THE TITLE COMMITMENT AND SURVEYOR DID NOT ABSTRACT SUBJECT.
6. THE PROPERTY SHOWN ON THE SURVEY LIES WITHIN ZONE X, AND ZONE AE (EL.88) AS INTERPRETED FROM THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS LOCATED. ACCORDING TO THE FIRM MAP NUMBER 12095C0430F, WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2009.
7. GRAPHIC REPRESENTATION OF SYMBOLS EXAGGERATED FOR CLARITY.
8. BUILDING DIMENSIONS ARE TO FACE OF EXTERIOR FINISHED WALLS. SURVEYOR DID NOT EXCAVATE FOUNDATIONS.
9. NO UNDERGROUND LOCATIONS INCLUDED IN THE SCOPE OF THIS AGREEMENT.
10. NORMAL HIGH WATERLINE ELEVATION (NHWE) WAS TAKEN FROM ORANGE COUNTY LAKE INDEX.
11. ELEVATIONS ARE BASED ON ORANGE COUNTY PUBLISHED DATUM, BENCHMARK EW-2, CHISLED SQUARE IN SW CURB OF BRIDGE AT 524 HARBOUR ISLAND ROAD ELEV. 95.70 NVGD 88.

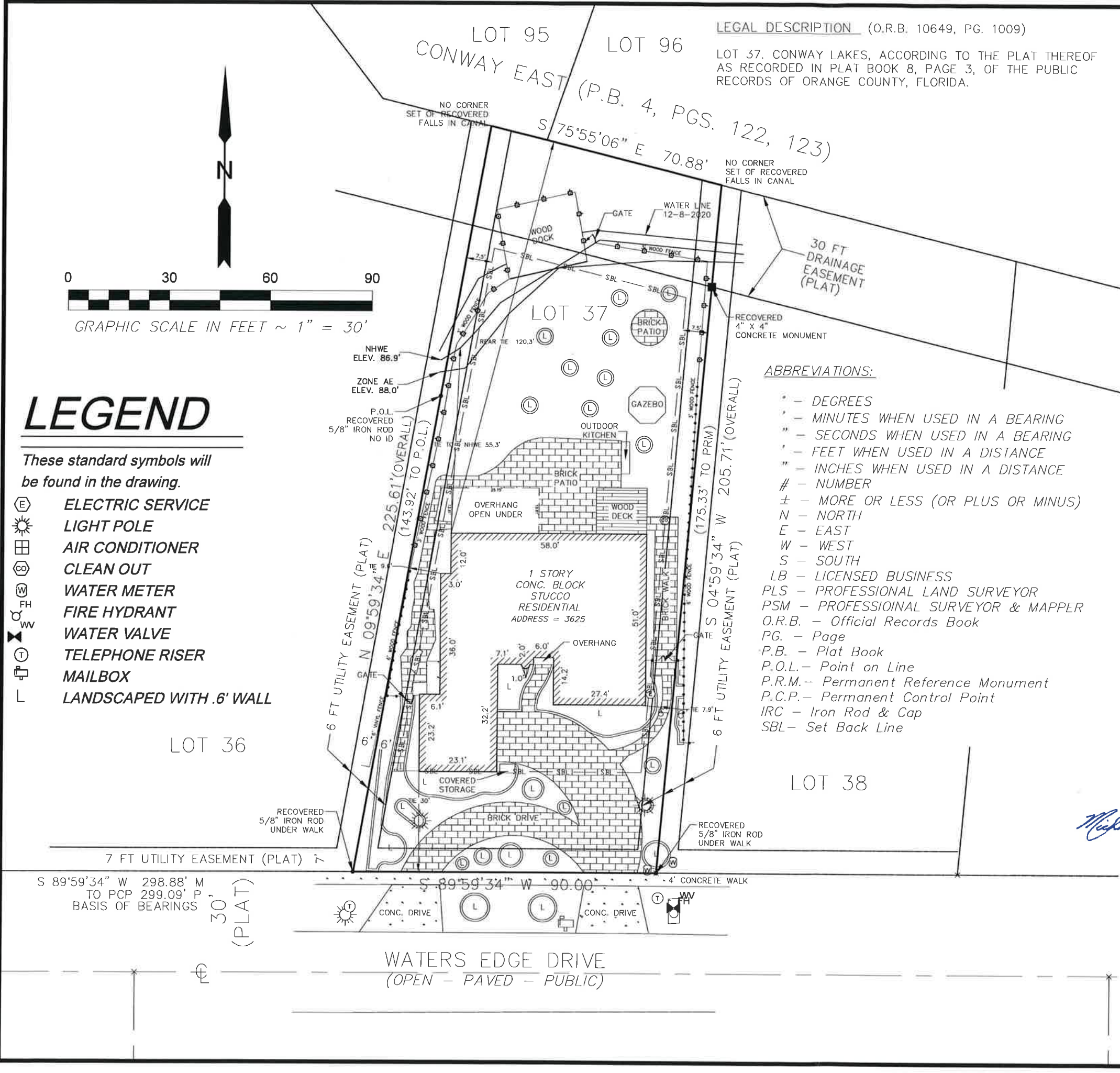
# LEGEND

These standard symbols will be found in the drawing.

- ELECTRIC SERVICE
- LIGHT POLE
- AIR CONDITIONER
- CLEAN OUT
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- TELEPHONE RISER
- MAILBOX
- LANDSCAPED WITH .6' WALL

### ABBREVIATIONS:

- ° - DEGREES
- ' - MINUTES WHEN USED IN A BEARING
- " - SECONDS WHEN USED IN A BEARING
- ' - FEET WHEN USED IN A DISTANCE
- " - INCHES WHEN USED IN A DISTANCE
- # - NUMBER
- ± - MORE OR LESS (OR PLUS OR MINUS)
- N - NORTH
- E - EAST
- W - WEST
- S - SOUTH
- LB - LICENSED BUSINESS
- PLS - PROFESSIONAL LAND SURVEYOR
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- O.R.B. - Official Records Book
- PG. - Page
- P.B. - Plat Book
- P.O.L. - Point on Line
- P.R.M. - Permanent Reference Monument
- P.C.P. - Permanent Control Point
- IRC - Iron Rod & Cap
- SBL - Set Back Line



### SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF FLORIDA, CERTIFIES TO: PABLO ROSENBERG REVOCABLE TRUST THAT:

THE SURVEY WAS MADE ON THE GROUND ON DECEMBER 08, 2020 UNDER MY DIRECTION AND CORRECTLY SHOWS THE LEGAL DESCRIPTION AND RECOVERED MONUMENTATION. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR A BOUNDARY AND LOCATION SURVEY SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO FLORIDA STATUTE 472.027.

MICHAEL RUDD & ASSOCIATES, LLC  
Florida Licensed Business L.B. 8067

*Michael T. Rudd*

**Michael T Rudd**

Digitally signed by Michael T Rudd  
DN: c=US, o=Unaffiliated, ou=A01427E000001698, A88E0B8000014EA, cn=Michael T Rudd  
Date: 2020.12.11 09:09:26 -05'00'

MICHAEL T. RUDD, PLS SIGNED

LAND TITLE SURVEYOR  
REGISTRATION NO. 3960

NOT VALID WITHOUT THE RAISED EMBOSSED SEAL OF THE SIGNING SURVEYOR THE SEAL APPEARING WAS AUTHORIZED BY MICHAEL T. RUDD, PLS]

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED & SEALED BY MICHAEL T. RUDD, FLORIDA LICENSED SURVEYOR AND MAPPER ON THE DATE AND TIME SHOWN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Boundary & Location Survey:		5.	
PREPARED FOR:		Pablo Rosenberg Revocable Trust, dated September 26, 2013, Pablo Rosenberg, Trustee	
WWW.MICHAELTRUDD.COM	1210 BAHAMA DRIVE, ORLANDO, FL 32806	PHONE: 407-342-0676	michael@michaeltrudd.com
<b>RUDD</b>		MICHAEL RUDD & ASSOCIATES, LLC SURVEYOR & MAPPER SINCE 1982 Commercial Land Title Surveying - Platting - Lot Split - Site Plans & Expert Witness	
DWG NO.: R99-179.dwg	FIELD BOOK: R99-179.RW5	DRAWN BY: SDB	CHK BY: MTR
SCALE: 1" = 30'	G DATE:	47	
		1 OF 1	

**ITEM 6  
MEMORANDUM**

**TO:** Planning and Zoning Board

**DATE:** January 15, 2021

PUBLIC HEARING CASE #2021-01-010 - PURSUANT TO BELLE ISLE CODE SEC. 42-64 THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 50-73 (A) TO ALLOW A VARIANCE FROM THE REQUIRED BUILDING SETBACKS, SUBMITTED BY APPLICANT MARK BRIDEWELL, LOCATED AT 1632 OVERLOOK ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 25-23-29-5884-11-021.

**Background:**

1. On December 15, 2020, Mark Bridewell submitted a request, application and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, January 16, 2021, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on January 14, 2021.

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

**SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code SEC. 42-64 and FROM SEC. 50-73 (A) of the Belle Isle Land Development Code having been met **TO APPROVE** THE REQUIRED BUILDING SETBACKS, SUBMITTED BY APPLICANT MARK BRIDEWELL, LOCATED AT 1632 OVERLOOK ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 25-23-29-5884-11-021.

**SAMPLE MOTION TO DENY:**

"I move, pursuant to Belle Isle Code SEC. 42-64 and FROM SEC. 50-73 (A), the justifying criteria of the Belle Isle Land Development Code, **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of, Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] **having NOT been met;** [may be used in addition to above or alone] **TO DENY** THE REQUIRED BUILDING SETBACKS, SUBMITTED BY APPLICANT MARK BRIDEWELL, LOCATED AT 1632 OVERLOOK ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 25-23-29-5884-11-021.

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

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

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

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





**January 15, 2021**

**Variance Application:** 1632 OVERLOOK ROAD

**Applicant Request:** PUBLIC HEARING CASE #2020-12-024 - PURSUANT TO BELLE ISLE CODE SEC. 42-64 THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE FROM SEC. 50-73 (A) TO ALLOW A VARIANCE FROM THE REQUIRED BUILDING SETBACKS, SUBMITTED BY APPLICANT MARK BRIDEWELL, LOCATED AT 1632 OVERLOOK ROAD, BELLE ISLE FL 32809, ALSO KNOWN AS PARCEL # 25-23-29-5884-11-021.

**Existing Zoning/Use:** Residential, R-1-A / Single-Family Home

This variance application seeks a variance as identified above. The applicant has provided supporting documentation addressing the variance criteria.

The application requests an 8.62-foot variance from the required 30-foot rear building setback in the R-1-A Zoning District for a proposed addition to the primary residence that would be 21.38 feet from the rear property line. The proposed addition is for second bathroom in the home that is ADA accessible for the property owners. Currently there is no ADA accessible bathroom in the home.

#### Staff Recommendation

Staff provides an evaluation based on the variance criteria for the application below.

**1. Special Conditions and/ or Circumstances (Section 42-64 (1) d):**

The application requests a variance from the 30-foot rear building setback. The house is not built parallel to the property lines so the side where the bathroom is proposed would be closer to the rear property line.

**2. Not Self- Created (Section 42-64 (1) e):**

The request for a variance is not self-created as the property does not currently have an ADA accessible bathroom. The applicants need an ADA accessible bathroom, and the addition is the only way they can achieve this.

**3. Minimum Possible Variance (Section 42-64 (1) f):**

The requested variance is the minimum possible variance to

make reasonable use of the land. The house is not built parallel to the property lines so the side where the bathroom is proposed would be closer to the rear property line. The proposed bathroom is a reasonable size for an ADA accessible bathroom. By locating on this side of the property, it still meets the required side yard setback. If it were to locate on the opposite side of the house, it would encroach into that side yard and be closer to the abutting property's house.

4. Purpose and Intent (Section 42-64 (1) g):

The requested variance is in harmony with the general purpose and intent of the Land Development Code and therefore is not injurious to the neighborhood, nor detrimental to the public welfare, and will not be contrary to the public interest. This is because the addition is proposed for the rear of the property and does not negatively impact another property's view, light, or access.

Staff provides a recommendation to approve the requested variance based on meeting all the above criteria. The Land Development Code provides in Sec. 42-64 (1) h. that unless all criteria are met, a variance should not be approved.

**Additional Notes**

Please note that the Board may approve the proposed variance application as it is presented to them, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application, citing which variance criteria are not met.

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

City of Belle Isle

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

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION 2021-01-010

DATE: 12/15/20

P&Z CASE #: 2020-17-024

VARIANCE  SPECIAL EXCEPTION  OTHER

DATE OF HEARING: \_\_\_\_\_

APPLICANT: MARK BILDEWELL

OWNER: NORMAN: JANE LADBE

ADDRESS: 4856 LORRAINE Way  
Orlando, Fl. 32812

1632 OVERLOOK Rd  
Belle Isle, Fl. 32809

PHONE: 407-468-9669

407-579-7414 (JANE)

PARCEL TAX ID #: 25-23-29-5884-11-021

LAND USE CLASSIFICATION: R1-A ZONING DISTRICT: \_\_\_\_\_

DETAILED VARIANCE REQUEST: ADDITION OF 12'x15' BATHROOM OFF SOUTHEAST CORNER. ADDITION OF 10'x31.70" DECK OFF SOUTH (REAR) OF EXISTING STRUCTURE. DECK IS UNCOVERED.  
REAR SET-BACK VARIANCE OF 8'62" (Approx)

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

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

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

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

APPLICANT'S SIGNATURE

OWNER'S SIGNATURE

<b>FOR OFFICE USE ONLY:</b>	<b>FEE:</b> \$150.00	12/18/2020	#5692	HCP
		Date Paid	Check/Cash	Rec'd By
Determination _____				
Appealed to City Council: <input type="checkbox"/> Yes <input type="checkbox"/> No		Council Action: _____		

- [Searches](#)
- [Sales Search](#)
- [Results](#)
- [Property Record Card](#)
- [My Favorites](#)

[Sign up for e-Notify...](#)

**1632 Overlook Rd** < 25-23-29-5884-11-021 >

Name(s)	Physical Street Address
Labbe Norman P	1632 Overlook Rd
Labbe Jane I	Postal City and Zipcode
Mailing Address On File	Orlando, FL 32809
3711 Quando Dr	Property Use
Belle Isle, FL 32812-2840	0103 - Single Fam Class III
<a href="#">Incorrect Mailing Address?</a>	Municipality
	Belle Isle



**View 2020 Property Record Card**

- [Property Features](#)
- [Values, Exemptions and Taxes](#)
- [Sales Analysis](#)
- [Location Info](#)
- [Market Stats](#)
- [Update Information](#)

**2021 values will be available in August of 2021.**

**Property Description**

[View Plat](#)

NELA ISLE M/55 THE ELY 1/2 OF LOT 2 & WLY 50 FT OF LOT 1 BLK K


**Total Land Area** 8,963 sqft (+/-) | 0.21 acres (+/-) [GIS Calculated](#) [Notice](#)

**Land**

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	R-1-A	1 LOT(S)	working...	working...	working...	working...

Page 1 of 1 (1 total records)

**Buildings**

Important Information		Structure				
	<b>Model Code:</b>	01 - Single Fam Residence	<b>Actual Year Built:</b>	1954	<b>Gross Area:</b>	1624 sqft
	<b>Type Code:</b>	0103 - Single Fam Class III	<b>Beds:</b>	2	<b>Living Area:</b>	1164 sqft
	<b>Building Value:</b>	working...	<b>Baths:</b>	1.0	<b>Exterior Wall:</b>	Concrete/Cinder Block
	<b>Estimated New Cost:</b>	working...	<b>Floors:</b>	1	<b>Interior Wall:</b>	Plastered

Page 1 of 1 (1 total records)

**Extra Features**

Description	Date Built	Units	XFOB Value
PT1 - Patio 1	01/01/2010	1 Unit(s)	working...

Page 1 of 1 (1 total records)

This Data Printed on 12/15/2020 and System Data Last Refreshed on 12/14/2020

12/18/20

Norman and Jane Labbe  
1632 Overlook Road  
Belle Isle, Florida 32809

Variance Request Application Supplement – Rear Setback Variance Request for added handicap accessible bathroom. New Rear setback to be approximately 21.38' at Southeast corner of the structure. All other setbacks to remain as required by Zoning.

- 1) Applicants are requesting the variance in order to install a larger, second, elderly accessible bathroom area due to the limited accessibility and location of the existing single bathroom currently in the structure. The existing bathroom due to its location in the home cannot be modified without severely impacting the structure.
- 2) As the applicants have aged, they can no longer access the current bathroom without additional help from other caregivers. Walkers and or wheelchairs are necessary at this time, so bathroom needs ADA accessibility.
- 3) Due to the current conditions of the home and property, this is the only feasible way to add a second handicap accessible bathroom.
- 4) The addition will have no effect on any of the adjacent properties. It will be, for the most part, hidden from view. The property (Lot 35, Block K) located at the rear setback appears to be vacant and that section of the property that would be affected does not appear to be buildable. Based on this the variance would not create a current or future hardship to any adjacent properties.

Thank you.

# PLAT OF BOUNDARY SURVEY

DESCRIPTION (As Furnished)

EASTERLY 1/2 OF LOT 2, 1/2 OF LOT 2, WESTERLY 50 FEET LOT 1 BLOCK "K" NELA ISLE, according to the plat thereof as recorded in Plat Book M, Page 55 of the Public Records of Orange County, Florida,



SCALE: 1" = 30'

FOUND 1" IRON PIPE NO NUMBER BACK OF WALK IS 0.2' N.

Asphalt Pavement  
50' PLATTED RIGHT OF WAY  
**OVERLOOK ROAD**

FOUND 1" IRON PIPE NO NUMBER BACK OF WALK IS 0.2' N.

L=25'  
R=585'

L=78.4'  
R=855'

130.8 (P)  
THE REMAINDER OF LOT 2, BLOCK K (NOT INCLUDED)

THE REMAINDER OF LOT 1, BLOCK K (NOT INCLUDED)

NON RADIAL  
N00°08'05"E 127.91'

NON RADIAL  
S01°30'18"W 115.68'

FOUND 1" IRON PIPE NO NUMBER FENCE CORNER IS 0.1' N., 0.1' E.

FOUND 1" IRON PIPE NO NUMBER FENCE CORNER IS 0.1' N., 0.1' W.

S88°09'46"W 71.52'

LOT 35, BLOCK K

①

L=74.91'(M)  
R=855'  
Δ=4°27'30"

CERTIFIED TO:  
LENA J. LABBE  
FIDELITY NATIONAL TITLE  
SUNTRUST MORTGAGE, INC.

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, Orange County, Florida, Community Panel Number 120181 0430 E last dated 12/6/00, it appears from a scaling of said map that the land described hereon is shown to be in Zone "X", (AREA OF MINIMAL FLOODING)  
Said map is not a Survey and no responsibility is taken for the information contained in or the accuracy of the above referenced map.

- This Plat represents a Boundary Survey of the description as furnished Harrison Surveying and Mapping, Inc. per client's instruction and makes no claims regarding ownership or rights of possession.
- Bearings shown hereon are based on the EAST line of Lot 2, Being S 01°30'18" W, PER PLAT.
- This surveyor has not searched the public records or abstracted the land shown hereon for easements, right of ways, covenants and restrictions or other pertinent documents which may be found in the public records of this county. This research was not included in the scope of services of this firm.
- The relative distance accuracy for boundary dimensions shown hereon is in excess of 1 Foot in 10,000 Feet.
- Underground improvements and utilities have not been located.
- This survey performed by Harrison Surveying and Mapping, Inc. is for the singular use by the clients named hereon for the express stated purpose listed hereon. This drawing is not legally binding without my signature and original raised embossed seal. No third party is authorized to use this drawing in any way, and this surveyor shall not be held liable for damages resulting from the unauthorized or illegal executions or attempts at circumventing prescribed laws or professional fee payments. All plats, reports, notes, plans, specifications, computer files, field notes or data, other documents and instruments prepared by this firm as instruments of service shall remain the property of this firm. This firm shall retain all common law, statutory and other reserved rights, including the copyright thereto. The original of this drawing remains the property of Harrison Surveying and Mapping, Inc.

### REVISIONS AND ADDITIONS


### LEGEND:

- Δ = Delta (Intersection Angle)
- R = Radius
- L = Arc Length
- C.B. = Chord Bearing
- Ch = Chord Length
- P.C. = Point of Curvature
- P.T. = Point of Tangency
- P.B. = Plot Book
- Pg.(s) = Page(s)
- Conc. = Concrete
- C.L.F. = Chain Link Fence
- A/C = Air Condition
- R/W = Right-Of-Way
- (A) = Actual
- (P) = Plat
- ⊕ = Centerline
- = REC
- = REC
- = OHUL DENOTES OVER HEAD UTILITY LINES
- = DENOTES CONCRETE
- WF = Wood Fence
- (M) = Measured
- CBW = Concrete Block Wall
- PI = Point of Intersection
- CNF = Corner not found
- ELY = Southerly
- NLY = Northerly
- ELY = Easterly
- WLY = Westerly
- B.S.L. = Building Setback Line
- CONC. = Concrete

DRAWING: 01-2481D.DWG SURVEY DATE: 10/06/01

INTENDED DISPLAY SCALE: 1" = 30' DRAWN: RT

EXPECTED USE OF THIS LAND: RESIDENTIAL PURPOSES

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 5817-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 274.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DOUGLAS S. WILLIS, Florida Registration # 5984 FOR THE FIRM:

**HARRISON SURVEYING AND MAPPING, INC.**  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 Certificate of Authorization #LB 6948  
 1104 Saddleback Ridge Road  
 Apopka, Florida 32703  
 Phone/Fax: (407) 880-0672  
 JOB NO. 01-2481D Sheet 1 of 1

**ITEM 7**  
**MEMORANDUM**

**TO:** Planning and Zoning Board

**DATE:** January 15, 2021

PUBLIC HEARING CASE #2021-01-011- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (7), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE IN THE FRONT YARD AND SIDE YARD OF A RESIDENTIAL PROPERTY, ALLOW A FENCE TALLER THAN SIX FEET, AND ALLOW A FENCE TALLER THAN FOUR FEET WITHIN 35 FEET OF THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY SUBMITTED BY APPLICANT DEBORAH DONHAM LOCATED AT 6904 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-100.

**Background:**

1. In January 13, 2021, Deborah Donham submitted a request, application and required paperwork.
2. A Notice of Public Hearing legal advertisement was placed in the Saturday, January 16, 2021, Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on January 14, 2021.

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

**SAMPLE MOTION TO APPROVE:**

"I move, pursuant to Belle Isle Code SEC. 50-102 (B) (5), SEC. 50-102 (B) (7), SEC. 50-102 (B) (16) AND SEC. 42-64, of the Belle Isle Land Development Code having been met **TO APPROVE** A FENCE IN THE FRONT YARD AND SIDE YARD OF A RESIDENTIAL PROPERTY, ALLOW A FENCE TALLER THAN SIX FEET, AND ALLOW A FENCE TALLER THAN FOUR FEET WITHIN 35 FEET OF THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY SUBMITTED BY APPLICANT DEBORAH DONHAM LOCATED AT 6904 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-100.

**SAMPLE MOTION TO DENY:**

"I move, pursuant to Belle Isle Code SEC. 50-102 (B) (5), SEC. 50-102 (B) (7), SEC. 50-102 (B) (16) AND SEC. 42-64, the justifying criteria of the Belle Isle Land Development Code, **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of, Subsections: [STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED] **having NOT been met; [may be used in addition to above or alone]** **TO DENY** A FENCE IN THE FRONT YARD AND SIDE YARD OF A RESIDENTIAL PROPERTY, ALLOW A FENCE TALLER THAN SIX FEET, AND ALLOW A FENCE TALLER THAN FOUR FEET WITHIN 35 FEET OF THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY SUBMITTED BY APPLICANT DEBORAH DONHAM LOCATED AT 6904 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-100.

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

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

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

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



January 15, 2021

**Variance Application: 6904 Seminole Drive**

Applicant Request: PUBLIC HEARING CASE #2020-01-011- PURSUANT TO BELLE ISLE CODE SEC. 50-102 (B) (5), SEC. 50-102 (B) (7), SEC. 50-102 (B) (16) AND SEC. 42-64, THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED VARIANCE TO PLACE A FENCE IN THE FRONT YARD AND SIDE YARD OF A RESIDENTIAL PROPERTY, ALLOW A FENCE TALLER THAN SIX FEET, AND ALLOW A FENCE TALLER THAN FOUR FEET WITHIN 35 FEET OF THE 86.9 CONTOUR LINE OR NORMAL HIGH WATER ELEVATION OF LAKE CONWAY SUBMITTED BY APPLICANT DEBORAH DONHAM LOCATED AT 6904 SEMINOLE DRIVE, ORLANDO, FL 32812 ALSO KNOWN AS PARCEL #29-23-30-4389-02-100.

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

This variance application seeks a variance from Sec. 50-102 (b) (5) (a) to allow a six-foot high fence within 35 feet of the Normal High Water Elevation of Lake Conway and allow an eight-foot high fence along the remainder of the side property line which also goes into the front yard as indicated on the survey. This application seeks to also be able to replace an existing six-foot fence in the front yard, so that the property has all new fencing.

The proposed fence is consistent with the fence variance approved by the Board for the abutting property, 6838 Seminole Drive in October 2020. A variance is required before the proposed fence can receive a building permit.

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

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

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

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

**Staff Recommendation**

Based on the applicant's identification that there is a difference in grade between the property upon which the fence will be installed and the immediately adjacent property and that there are



conditions existing on adjacent property creating privacy concerns, staff recommends approval of the requested variance. This is consistent with meeting the criteria established in Sec. 50-102 (b) (16) (3) which the Board may consider as justifying criteria according to the code.

**Additional Notes**

Please note that the Board may approve the proposed variance application as it is presented to them, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application, citing which variance criteria are not met.

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

City of Belle Isle

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

APPLICATION FOR VARIANCE / SPECIAL EXCEPTION

DATE: 1-13 - 2021 P&Z CASE #: 2021-01-011

VARIANCE  SPECIAL EXCEPTION  OTHER DATE OF HEARING: January 26 2021

Applicant Deborah Donham	Owner Deborah Donham
ADDRESS 6904 Seminole Drive	Same
PHONE: 321-512-2298	
PARCEL TAX ID #: 29-23-30-4389-02100	

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

DETAILED VARIANCE REQUEST: SEE ATTACHMENT

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

- The applicant hereby states that the property for which this hearing is requested has not been the subject of a hearing before the Planning and Zoning Board of the kind and type requested in the application within a period of nine (9) months prior to the filing of the application. Further that the requested use does not violate any deed restriction of the property.
- By submitting the application, I authorize City of Belle Isle employees and members of the P&Z Board to enter my property, during reasonable hours, to inspect the area of my property to which the application applies.
- Applicant shall provide a minimum of ten (10) sets of three (3) photographs in support of this application as follows: at least one (1) photograph of the front of the property and at least two photographs (from different angles) of the specific area of the property to which the application applies.
- Sec. 42-64. - Variances.** The board shall have the power to approve, conditionally approve or deny applications for variance from the terms of the Land Development Code.
  - Criteria. The board shall not approve an application for a variance from terms of the Land Development Code unless and until:
    - A written application for a variance is submitted to the city manager or the city manager's designee on a form provided by the city clerk setting forth all of the special conditions and circumstances that exist in favor of the granting of the variance and addressing the requirements of subsections (1)d-g of this section of the criteria set forth in this section. Upon submission of the properly completed application and the appropriate fee, the city manager or the city manager's designee shall refer the application to the board.
    - Notice of public hearing for the variance shall be given as required by the article for hearing before the board.
    - The public hearing on the application for the variance shall be held. The applicant, the applicant's agent as evidenced by a signed writing, or the applicant's attorney shall appear before the board.
    - It is determined that literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.
    - It has been determined that personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Land Development Code or for the purpose of obtaining a variance.
    - It is determined that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.
    - It is determined that the granting of the variance will be in harmony with the general purpose and intent of the Land Development Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

Case 4335 ✓



**RICK SINGH, CFA**  
Orange County Property Appraiser  
200 S. Orange Avenue, Suite 1700  
Orlando, Florida 32801-3438

RETURN SERVICE REQUESTED

PRSR  
FIRST-CLASS  
MAIL  
U.S. POSTAGE  
**PAID**  
ORLANDO, FL  
PERMIT NO. 135

74  
2-77749

**Parcel: 29-23-30-4389-02-100**  
DONHAM DEBORAH L  
6904 SEMINOLE DR  
BELLE ISLE FL 32812-3752



**THIS IS YOUR 2021 EXEMPTION RECEIPT CARD**  
Please Retain for Your Records

Call us ONLY if you no longer qualify for any of the exemptions listed below.

This exemption receipt is not valid if the ownership or use of the property has changed as of January 1st. Any property owner who fails to notify the Property Appraiser of changes shall be subject to the penalties outlined in F.S. 196.011.

Parcel: 29-23-30-4389-02-100  
Situs: 6904 SEMINOLE DR  
Legal: LAKE CONWAY PARK G/138 LOTS 10 & 11 & LA  
ND TO LAKE BLK B (LESS THE E 10 FT OF LO  
T 11 & THE E 10 FT OF THE FOLLOWING DESC  
AS BEG AT THE SW COR OF LOT 10 BLK B RU  
Exemption: ADDITIONAL HOMESTEAD  
HOMESTEAD

*Rick Singh*  
RICK SINGH, CFA ORANGE COUNTY PROPERTY APPRAISER  
FOR FURTHER INFORMATION CALL (407) 836-5044 or visit [ocpaf.org](http://ocpaf.org)

r10/20

To The Belle Isle P+Z Board + Bob Francis

7.

I Deborah Donham of 6904 Seminole dr. am asking the board to approve a variance for replacing my existing 6 and 8 foot tall wood privacy fence along the length of my westside of my property. It joins the eastside of 6838 Seminole dr, the Barnes family. There has been a 6 foot tall wood privacy fence in my front yard for more than the 25 plus years that I have resided there. There is a 6 foot tall gate and fence that is wood facing Seminole dr. I think that a brand new fence like I am seeking to have is harmonious to the neighborhood because there are others in the area that provide privacy. When construction began at 6838 Semindedr, many loads of dirt were trucked in and the land was built up several feet higher than mine. Then a large home, huge garage and swimming pool. This was allowed to be built past my home toward the lake. Pavers in the pool area and around the house has created a personal hardship for me and my privacy. When someone is out back and side of that property my 6 foot fence in the back and side is more like 4 foot and less because of the build up of the land next door. The first homeowners who

built the house planted large bushes which gave many years of privacy to both sides. The Barnes family just recently removed the large bushes. So now there is no privacy. This is a personal hardship for me my family and my pets. The Barnes have added to this personal hardship by adding many cameras to the side of their house and front and back facing my property. Some have motion sensor lights that come on when I am 30 feet on my property. I would like to ask the board to approve a new fence of 6 foot out front 8 foot down most of the side and 6 foot to the seawall and enclosed boathouse for my privacy and security. I am wanting all new fence and hoping what height that I need to keep that I am not forced to only make repairs. A new fence would look so much nicer for both parties and to keep in character of the neighborhood.

This hardship I feel was created when Belle Isle allowed 2 homes to be built, one in front of the other, and allowed to change the grading of the natural land height.



1



2



3



5



1. FRONT FENCE  
GATE FACING  
SEMINOLE DRIVE

2. FRONT YARD  
WEST SIDE  
6 FOOT EXISTING  
FENCE

3. SIDE YARD  
WEST SIDE  
8 FOOT EXISTING  
FENCE

4



6



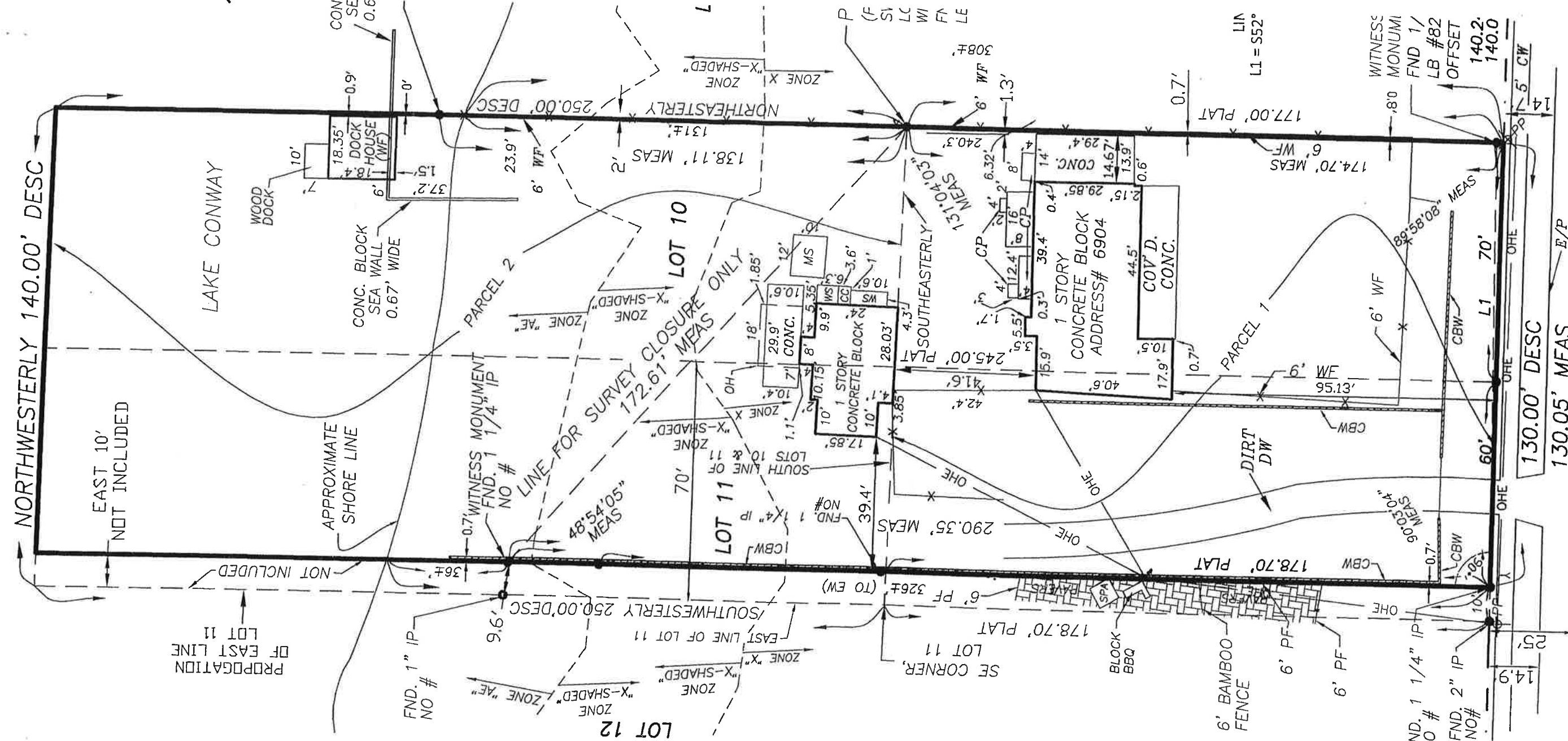
4. BACK YARD  
WEST SIDE  
6 FOOT EXISTING  
FENCE

5. BACK YARD  
WEST SIDE  
6 FOOT EXISTING  
FENCE

6. BACK YARD  
WEST SIDE  
6 FOOT EXISTING  
FENCE

DONHAM SURVEY  
6904 SEMINOLE DR

# MAP OF SURVEY



**DESCRIPTION**

PARCEL 1;  
 LOTS 10 AND 11, BLOCK "B", LAKE CONWAY PARK, AS RECORDED IN PLAT BOOK G, PAGE 138, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE EAST 10 FEET OF LOT 11;  
 PARCEL 2;  
 AND:  
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 10, BLOCK "B", LAKE CONWAY PARK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK G, PAGE 138, CP THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF LOTS 10 AND 11 TO THE SOUTHEAST CORNER OF LOT 11, BLOCK "B" OF LAKE CONWAY PARK; RUN THENCE SOUTHWESTERLY ON A PROLONGATION OF THE EAST LINE OF LOT 11 A DISTANCE OF 250 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SOUTH LINE OF LOTS 10 AND 11 A DISTANCE OF 140 FEET TO A POINT 250 FEET SOUTHWEST OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY 250 FEET TO THE POINT OF BEGINNING, LESS THE EAST 10 FEET THEREOF, LYING AND BEING IN ORANGE COUNTY, STATE OF FLORIDA.





**ITEM 8**  
**MEMORANDUM**

**TO:** Planning and Zoning Board

**DATE:** January 15, 2020

PUBLIC HEARING CASE #2021-01--009 - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE CITY'S SIGN REGULATIONS UNDER CHAPTER 52 OF THE CITY CODE; PROVIDING DEFINITIONS; AMENDING AND ADDING REGULATIONS RELATED TO TEMPORARY SIGNS, PROTECTION OF FIRST AMENDMENT RIGHTS, AND OTHER MATTERS RELATED TO SIGNS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing to approve, approve with conditions, or deny this request.

**SAMPLE MOTION TO APPROVE:**

"I move, TO RECOMMEND APPROVAL OF THE REQUESTED ORIDIANCE  
**TO CITY COUNCIL.**

**SAMPLE MOTION TO DENY:**

"I move, TO DENY THE REQUESTED ORIDIANCE TO CITY COUNCIL.



January 15, 2021

**Zoning Application:** Amendments to the Land Development Code Sign Regulations

These are City-initiated amendment to the Land Development Code (LDC) to update the sign regulations in Chapter 52 of the Belle Isle LDC regarding temporary sign regulations.

**Background Information**

The City issued Notices of Violation to property owners regarding political signs remaining on properties long after an election. These notices of violation were challenged, and the City reviewed the regulations with the City Attorney.

It was determined that the City's sign regulations for temporary signs is legally questionable based on court rulings made in 2015 regarding content of signs. The City did not revise its code at that time. Therefore, the City Attorney advised the Code should be amended so that the size, location, and number of signs as well as the duration of posting are regulated (time, place, and manner), but NOT the content of the sign.

The Planning and Zoning Board is responsible for reviewing all proposed changes to the LDC and prepares a recommendation to City Council on the proposed changes.

**Staff Recommendations**

Staff recommends that the Board recommend approval of the proposed changes to Chapter 52 of the Belle Isle LDC regarding temporary sign regulations to City Council for final action.

**Next Steps**

Following recommendation by the Board, the proposed LDC amendments will be considered by City Council. The Council shall hold two readings on all ordinances. The Council shall adopt changes to the LDC only after holding at least one advertised public hearing in accordance with Florida Statutes.

ORDINANCE NO. 21-02

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING THE CITY'S SIGN REGULATIONS UNDER CHAPTER 52 OF THE CITY CODE; PROVIDING DEFINITIONS; AMENDING AND ADDING REGULATIONS RELATED TO TEMPORARY SIGNS, PROTECTION OF FIRST AMENDMENT RIGHTS, AND OTHER MATTERS RELATED TO SIGNS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Belle Isle finds that it is in the best interests of the public welfare, health, and safety that the City's sign regulations be amended and supplemented as provided in this Ordinance.

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

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

SECTION 2. City Code Amendment. Sections 52-2 and 52-34 of the Belle Isle City Code are hereby amended, and new Sections 52-35 and 52-36 are hereby created, all as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; stars \* \* \* \* \* indicate breaks between sections and subsections and do not indicate changes to the City Code).

**Sec. 52-2. - 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. The word "shall" is mandatory and the word "may" is permissive. Any terms defined in the plural include the singular.

*Attached window sign* means signs which are physically attached to or painted on any surface of a window.

*Awning* means a cloth, plastic, or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use.

*Banner sign* means a sign either enclosed or not enclosed in a ridged frame and secured or mounted to allow movement caused by the atmosphere, and includes pennants and streamers. A flag is not a banner sign.

*Building frontage* means the length of a building wall where the primary pedestrian entrance is located.

*Changeable surface sign* means a sign the copy display of which may be changed or rearranged electronically, mechanically or manually without altering the sign structure.

*Corner lot sign* means a sign located within the triangular area formed by the apex of two right-of-way lines and a line connecting them at points a designated distance from the apex of the right-of-way lines.

*Development* means, for the purposes of this chapter only, an approved residential, commercial, industrial subdivision, mobile home park, or multifamily project.

*Development sign* means a sign located in an approved residential, commercial, industrial subdivision, mobile home park, or multifamily projects.

*Digital billboard* means an off-site sign capable of displaying words, symbols, or images that can be electronically or mechanically changed by remote or automatic means.

*Directional signs* means a sign located on premises with exits, entrances, driveways, or off-street parking.

*Erect* means to build, construct, assemble, attach, hang, place, suspend, affix, create, paint, draw, or in any other way bring into being or establish a sign.

*Finished grade level* means the completed or settled level of the ground, asphalt, or pavement on which a sign is erected; except that if the sign is erected on an artificial mound or similar artificial rise, the term shall mean the completed or settled level of the ground, asphalt or pavement which surrounds all or the majority of the building on the parcel or site on which the sign is erected.

*Flag* means a rectangular piece of fabric that is used as a signaling device.

*Glare* means the effect produced by brightness sufficient to cause annoyance, discomfort or loss in visual performance and visibility.

*Ground sign* means a sign supported by uprights or braces which is placed on, near or at ground level, and which is not attached to any building. The definitions of "ground sign" and "pole sign" are mutually exclusive.

*Height* means the vertical distance from the finished grade level to the highest point of a structure.

*Home occupation sign* means a sign attached to a single-family or multifamily dwelling used as a home occupation as authorized by chapter 54, article III.

*Illegal sign* means a sign erected after the effective date of the ordinance from which this chapter is derived, which is prohibited by this chapter.

*Illuminated sign* means a sign which is lighted by artificial light source, either internal or external to the sign, for the purpose of illuminating the sign.

*Integral sign* means a memorial sign or tablet cut into any masonry surface, or constructed of a permanent or incombustible material mounted on the face of a building.

*Marquee* means a structure, including a hood, canopy, or awning, normally composed of rigid material projecting from a building, which fully or partially covers an entrance, sidewalk, or other pedestrian way.

*Marquee sign* means a sign attached to or made a part of a marquee, including an awning sign.

*Off-site sign* means a sign identifying an activity which is not conducted or products or services which are not available on the premises where the sign is located.

*On-site sign* means a sign (i) identifying an activity conducted or products or services available on the premises where the sign is located; or (ii) displaying a noncommercial message; or (iii) any combination of (i) and (ii).

*Parapet* means the extension of a false front or wall above the roof line.

*Pole (or pylon) sign* means a sign supported by at least one upright pole, pylon or post which is secured to the ground and the bottom of the sign face of which is at least six feet above the finished grade level. The definitions of "pole sign" and "ground sign" are mutually exclusive.

*Political campaign sign* means a sign advertising a candidate, political party, ballot issue, or political issue to be voted upon in a local, state, or national election or referendum.

*Portable sign* means a sign, excluding an A-frame sign, which is not permanently secured or attached to the ground or to a structure.

*Projecting sign* means a sign affixed to a building which projects in such a manner that both sides of the sign are visible.

*Real estate sign* means a temporary sign on a parcel which is for sale or rent.

*Roof sign* means a sign which is erected or installed on the roof of a building.

*Rotating sign* means a sign which has a revolving sign face.

*Setback* means the distance between a property line or right-of-way line and the edge of a sign which is nearest to the property line or right-of-way line.

*Sidewalk sign* means any A-frame, sandwich board or other movable sign placed outside the premises during business hours only.

*Sign* means any surface, fabric, device, which bears symbols, letters, numbers, or sculptured matter, whether illuminated or unilluminated, designed to identify, announce, direct, or inform, and that is visible from a public right-of-way. For the purposes of this chapter, the term "sign" shall include all parts of the sign and its supporting structure.

*Sign face* means the part of a sign, including trim embellishments, and background, which contains surface area on which symbols, letters, numbers, or sculptured matter may be displayed.

*Sign spinner* means a person, visible from any public road right-of-way, who carries a sign, wears a costume, or uses other attention getting devices to advertise the goods or services offered by the establishment on whose premises the person is located.

*Site* means a parcel of land suitable or set apart for some specific use.

~~*Snipe sign* means any unauthorized sign of any material whatsoever that is placed upon public property or attached in any way to any public utility pole, tree, or any other object located or situated on or within any public road right-of-way or easement or placed upon a private property without the express written permission of the property owner. *Snipe sign* means a sign which is attached to utility pole, tree, or a similar object.~~

*Subdivision* means a portion of land consisting of multiple lots or parcels, which were or will be developed by a common developer pursuant to a development plan.

*Surface area* means the total square footage encompassed within any sign face.

~~*Temporary sign* means any sign that is not a permanent sign. Temporary signs shall include any and all signs formerly or commonly referred to as temporary election signs, temporary political signs, temporary free expression signs, temporary real estate signs, temporary directional signs, temporary construction signs, temporary grand opening signs, or any other temporary sign unless otherwise expressly provided herein. Permitted temporary signs shall not include any sign devoted to commercial off-site advertising for services such as lawn care, day care, construction services or solicitations. *Temporary sign* means a sign used or displayed for a temporary period of time.~~

*Unattached window sign* means signs located inside the building but visible from the exterior, and not physically attached to or painted on the window.

*Wall sign* means a sign erected on the wall, cupola, or parapet of a building or structure in such a manner that only one side of the sign is visible, or a sign which is affixed to or painted on the wall, cupola, or parapet of a building or structure. The definitions of a "wall sign" and a "projecting sign" are mutually exclusive.

\* \* \* \* \*

~~Sec. 52-34. Temporary signs.~~

~~(a) Prohibitions:~~

~~(1) A temporary on-site sign shall not be erected in a manner that wholly or partially obstructs the visibility of a permanent on-site sign.~~

~~(2) A temporary on-site sign shall not be erected on a corner lot within the triangular area formed by the apex of two right of way lines and a line connecting them at points 25 feet from the apex of the right of way lines.~~

~~(b) Banners, cold air inflatable signs, and searchlights:~~

~~(1) Banners and cold air inflatable signs are permitted in any zoning district as authorized by this subsection.~~

~~(2) A banner or cold air inflatable sign shall not exceed 75 feet in copy area per sign face in the commercial, industrial and agricultural districts. Such sign shall not exceed 24 square feet in copy area per sign face in all other districts.~~

~~(3) Banners and cold air inflatable signs are allowed one time only for a change in use or change in occupancy of a parcel from two weeks prior to the change in use or occupancy until one month after the change in use or occupancy.~~

~~(4) Searchlights are allowed one time only for a change in use or change in occupancy of a parcel for a maximum period of three days.~~

~~(c) Real estate signs. Minimum standards and requirements of real estate signs are as follows:~~

~~(1) In residential districts, real estate signs shall not exceed six square feet per sign face in surface area, unless the tract size is in excess of two acres, in which case the surface area shall not exceed 24 square feet per sign face.~~

~~(2) There shall be a limit of two real estate signs per parcel within a residential district.~~

~~(3) The maximum height of a real estate sign in a residential district is four feet.~~

~~(4) The erection, alteration, relocation or replacement of a real estate sign in a residential district shall not require a building permit.~~

~~(5) In nonresidential districts, real estate signs shall have a maximum surface area of 32 square feet per sign face.~~

~~(6) There shall be a limit of one real estate sign per parcel in nonresidential districts.~~

~~(7) The maximum height of a real estate sign in a nonresidential district is eight feet.~~

~~(8) In residential districts where a subdivision is being developed or offered for sale, the maximum surface area for a real estate sign is 24 square feet, and each subdivision may display two such signs.~~

~~(9) All real estate signs shall be set back at least five feet from any property line or right-of-way line.~~

~~(10) All real estate signs on the water side of a parcel shall be at least five feet landward from the normal high water elevation of the lake.~~

~~(d) Political campaign signs.~~

~~(1) [Where permitted.] Political campaign signs may be permitted in all zoning districts.~~

~~(2) Residential districts. A maximum of two non-illuminated political campaign signs, not more than four feet in height, nor more than four square feet in area, each, shall be permitted in residential districts. Any such sign may only be installed by, or with the express consent of the occupant of the premises or the owner of vacant property.~~

~~(3) Other districts. Political campaign signs shall be permitted in all other zoning districts, under the following conditions:~~

~~a. Political campaign signs shall be non-illuminated and shall not exceed 32 square feet in area each.~~

~~b. No sign larger than four square feet in area shall be located within 40 feet of any other campaign sign.~~

~~c. On any unimproved or unoccupied property, the property owner shall be responsible for the placement and removal of campaign signs.~~

~~d. On occupied property the tenant shall be responsible for the placement and removal of campaign signs.~~

~~e. For any sign larger than four square feet, a location sketch indicating the street address and size of sign(s) proposed for installation must be submitted to the city manager prior to installation. The city manager shall have the authority to require the removal of any such sign that is not properly maintained or becomes a hazard to the public safety during the time it is displayed.~~

~~f. Signs erected pursuant to this section shall not be considered as part of the maximum allowable sign area for the premises upon which they are located.~~



~~(4) Installation. Political campaign signs shall not be erected more than 90 days before date of the election or referendum.~~

~~(5) Removal. Political campaign signs shall be removed no later than (48) hours after the close of the election or referendum and any sign not removed within this time frame shall be considered an abandoned sign, subject to removal without notice.~~

~~(6) Prohibited on public property. Campaign signs shall not be placed on public property, and any sign so located may be removed immediately by a city code enforcement officer.~~

~~(7) Campaign sign spinners. Sign spinners holding a political campaign sign shall be permitted only on the day of the specific election or referendum advertised thereby.~~

**Sec. 52-34. – Temporary signs.** In addition to other signs permitted by this section, temporary signs may be permitted in accordance with the following requirements. Such temporary signs shall meet all requirements of this article except as otherwise provided in this subsection. Further, a temporary sign may display multiple independent messages on any portion of the sign surface or copy area of such temporary sign.

(a) Each property in the City shall be allowed twelve (12) square feet of non-illuminated temporary signage on each street frontage. Such temporary signs may be either where an owner or resident is actively attempting to sell or lease such property, either personally or through an agent, or is displaying signage which is supporting an election or political purpose or free expression purpose. Such temporary sign(s) shall not individually exceed four (4) square feet in area nor six (6) feet in height. Such sign(s) may be up to twelve (12) square feet in size in areas that are permitted for nonresidential buildings as long as the twelve (12) square feet is used entirely for the purpose of advertising the sale or lease of property, otherwise, such signs are limited to four (4) square feet in size.

(b) Temporary signs used for the purpose of supporting an event, including an election, may be posted no earlier than 30 days prior to the event and shall be removed within seven (7) days after the event is concluded. For elections, the event is considered Election Day and signs shall be removed seven (7) days after the City’s polling places close. Regardless of the foregoing, no temporary signs, except for real estate sale signs advertising an active sale of onsite property, may be displayed for longer than 180 days.

(c) One on-site non-illuminated temporary development sign may be permitted on property where there is an active building program is underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing in accordance with Florida law. Such sign shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Such temporary sign shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for sixty (60) days or more. Such sign shall be limited to one per street frontage and shall not exceed eight (8) square feet in size or six (6) feet in height for single family and duplex building projects; thirty-two (32) square feet in size and eight (8) feet in height for multifamily

building projects and thirty-two (32) square feet for nonresidential building projects. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the project but the area of text, words, logos, and other project information shall not cover more than thirty-two (32) square feet of the fence wind screen materials per street frontage.

(d) All temporary signs shall be located only on private property with the express permission of the property owner or occupant of such property, and such signage shall be located behind the sidewalk, or ten (10) feet behind the curb or edge or pavement, whichever is greater. When a vacant property is used for the placement of more than two (2) temporary signs, the City may presume that the property owner has not granted express permission for such temporary signage and such signs may be removed by the city. No such temporary signage shall be allowed on any public property or within the public right-of-way. Temporary signage that is placed in violation of this subsection is subject to immediate removal and disposal by the city.

**Sec. 52-35. - Protection of first amendment rights.**

Any sign, display, or device allowed under this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit or to a commodity or service for sale, and that complies with all other requirements of this article.

**Sec. 52-36. - Severability.**

(a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.

(b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth elsewhere in this section, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent

jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under section 52-31 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 52-34 of this chapter.

(d) Severability of prohibition on off-site signs. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other Code provisions and/or laws is declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this chapter.

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

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 6. Effective date.** This ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

**FIRST READING:** \_\_\_\_\_, 2021

**SECOND READING:** \_\_\_\_\_, 2021

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_

Nick Fouraker, Mayor

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

\_\_\_\_\_  
Date

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